



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

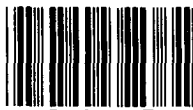
• NEMASKA

• WASKAGANISH

• MISTASSINI

• OUJE-BOUGOUMOU

• WASWANNIPI



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**EXTENSION TO JUNE 30, 1994
OF THE AGREEMENT ENDING
JUNE 30 1992.**

CREE SCHOOL BOARD

CENTRE DE DOCUMENTATION

D. G. P. R.

1989-1991

69-8142

AGREEMENT PURSUANT TO ARTICLE 10-7.00

THE PURPOSE OF THIS AGREEMENT IS TO AMEND THE AGREEMENT BINDING

ON THE ONE HAND

**THE MANAGEMENT NEGOTIATING COMMITTEE FOR 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, 1994 OF THE COLLECTIVE AGREEMENT ENDING
JUNE 30, 1992**

The parties to this agreement agree to the following:

I- Clause 5-1.04 is replaced with the following:

5-1.04 When the board must proceed with the engagement of full-time teachers, it shall respect the provisions provided for in clause 5-3.22. Failing to engage a full-time teacher in accordance with clause 5-3.22, the board shall offer this full-time contract for the following school year to teachers who have benefited during the current year from a contract as a part-time teacher or a replacement teacher insofar as they meet the criteria of clause 5-4.04.

When the board must proceed with the engagement of a replacement teacher or part-time teacher, it shall respect the provisions provided for in clause 5-1.25.

II- Clauses 5-1.20 to 5-1.28 are added:

5-1.20 a) Within each community, as of July 1, 1993, the board shall draw up priority of employment lists according to field of teaching and linguistic sector for the purpose of granting part-time and replacement contracts in the youth sector and shall forward a copy to the union before July 31, 1993.

b) The name of a teacher may not appear on more than one priority of employment list.

c) Should the teacher be eligible to be on more than one priority of employment list, the teacher shall decide on which list his or her name shall be entered.

5-1.21 To be eligible to be on a priority of employment list, the teacher must meet one of the following conditions:

a) to have taught, on a part-time basis or as a replacement, within at least two (2) of the three (3) preceding school years and to be accepted by the board to be included on the list;

b) to be on the priority of employment list, to have obtained a full-time contract, to have been nonreengaged because of surplus, to no longer be eligible for a full-time contract as provided for in paragraph A) of clause 5-3.21.

5-1.22 The following teachers are excluded from all priority of employment lists:

a) the teacher who is employed full-time;

b) the teacher who is not legally qualified within the meaning of clause 1-1.29.

5-1.23 The teacher whose name appears on a priority of employment list and who is granted a regular teacher's contract shall retain a priority of employment for a part-time or replacement contract if he or she is nonreengaged because of surplus, for as long as his or her name remains entered on a list provided for in paragraph A) of clause 5-3.21.

5-1.24 The name of eligible teachers shall be entered on the priority of employment lists by order of seniority as provided for in clause 5-2.04.

Notwithstanding paragraph d) of clause 5-2.07, for as long as the teacher remains eligible to be entered on a priority of employment list, he or she shall not lose seniority.

5-1.25 Except in the case provided for in the second paragraph of clause 5-1.08, the board that must hire a part-time or replacement teacher shall offer the contract to the teacher who has the most seniority in the field of teaching of the appropriate sector of the community, provided he or she meets the specific requirements of the position to be filled.

5-1.26 The teacher who holds a part-time or replacement contract may, if he or she so agrees, be assigned additional teaching periods in the same subject and in the same school, provided that the timetable of the school so permits, that no other changes are involved and this, until he or she acquires a full teaching workload but without changing his or her status of part-time or replacement teacher.

5-1.27 The priority of employment lists shall be updated as of May 1 of each year, beginning May 1, 1994, according to the cumulative durations of the contracts of each teacher whose name appears on the lists. The board shall forward a copy of the lists to the union before May 31 of each year.

5-1.28 A teacher's name can be removed from the priority of employment list for one of the following reasons:

- a) the refusal of an offer of employment except in the case of:
 - i) a maternity, paternity or adoption leave covered by the Act respecting labour standards;
 - ii) a disability or work accident within the meaning of the agreement;
 - iii) a full-time position with the union or with the CEQ;
 - iv) a reason both the board and the union agree on;
- b) the acquisition of a full-time employment;
- c) not having worked for two (2) years.

III- Paragraphs B) and C) of clause 5-3.32 are replaced with the following:

- B) The committee's mandate shall be to draw up and implement, for the 1992-1993 and 1993-1994 school years, reduction and retraining measures designed to reduce the number of teachers on availability by favouring the teaching sectors and regions with the most significant rate of teachers on availability. These reduction and retraining measures shall be designed mainly to meet local or regional needs.

C) To fulfill its mandate, the committee's budget shall be:

- 1) five million dollars (\$5,000,000) for the 1992-1993 school year;
- 2) five million dollars (\$5,000,000) for the 1993-1994 school year.

Any amount of the budgetary mass of five million dollars (\$5,000,000) not used or committed for the 1991-1992, 1992-1993 and 1993-1994 school years shall be transferable to the following school year.

IV- Paragraph k) of clause 5-10.15 is replaced with the following:

- 5-10.15 k) if it is accepted by the insurer, any other modification concerning the coverage and the resulting deduction at source for a teacher already in the employ of the board shall take effect on the first day of the complete pay period following the date on which the board received the notice of acceptance from the insurer;

V- Subparagraph 3) of paragraph B) of clause 5-10.16 is replaced with the following:

- 5-10.16 B) 3) if the request is made thirty (30) days after his or her entry into service, the participation of a new teacher who is eligible for a complementary plan shall take effect on the first day of the complete pay period following the date on which the board received the notice of acceptance from the insurer.

VI- Clause 5-10.25 is replaced with the following:

- 5-10.25 There can be no more than one update campaign per three (3) years for all plans; this campaign shall be carried out by the insurer directly with the participants in a manner to be determined and the modifications shall come into force on January 1 following a written notice sent to the board at least sixty (60) days in advance.

VII- The following paragraph is added to clause 5-13.02:

For the purposes of this agreement, spouse means either of the man and the woman:

- a) who are married and cohabiting;
- b) who are living together as husband and wife and are the father and mother of the same child;
- c) who have been living together as husband and wife for at least one (1) year.

VIII-

The following paragraph is added to clause 5-13.04:

The salary⁽¹⁾, deferred salary⁽¹⁾ and severance payments shall not be increased or decreased by the amounts received under the supplementary unemployment insurance benefits plan.

(1) In this article, "salary" means the teacher's regular salary including the supplements provided for in article 6-6.00 excluding the other premiums, without any additional remuneration, even the monetary compensations provided for in Chapter 8-0.00.

IX-

The footnote ⁽¹⁾ referring to the second paragraph of subparagraph 1) of paragraph A) of clause 5-13.09 is moved to the second paragraph of clause 5-13.04 and is added to the word "salary".

X-

Paragraph A) of clause 5-13.09 is replaced with the following:

A) The teacher who has accumulated twenty (20) weeks of service⁽¹⁾ and who, following the submission of a request for unemployment insurance benefits in accordance with the unemployment insurance plan, receives such benefits, shall be entitled, during her maternity leave, subject to clause 5-13.12, to receive:

- 1) for each week of the waiting period stipulated by the unemployment insurance plan, the board shall pay the teacher an allowance calculated as follows:

the payment of salary provided for this period according to clause 6-8.01 that the teacher would have received had she been at work, reduced by seven (7) per cent⁽²⁾ of 1/200 of the annual salary for each workday as defined in article 8-3.00, scheduled during these weeks;

- 2) for each week she is receiving unemployment insurance benefits, the board shall pay the teacher a complementary allowance calculated as follows:

the payment of salary provided for each period according to clause 6-8.01 that the teacher would have received had she been at work, reduced by the amount of the unemployment insurance benefit received for each period, and also reduced by seven (7) per cent⁽²⁾ of 1/200 of the annual salary for each workday as defined in article 8-3.00, scheduled during these weeks; this complementary allowance shall be calculated on the basis of the unemployment insurance benefits that a teacher is entitled to receive without taking into account the amounts deducted from such benefits because of the reimbursement of benefits, interest, penalties and other amounts recoverable under the unemployment insurance plan.

(1) The absent teacher shall accumulate service if her absence is authorized, particularly for disability, and includes benefits or remuneration.

(2) Seven (7) per cent: this percentage was set to take into account the fact that the teacher is exonerated from contributing to the pension or unemployment insurance plans during maternity leave. Such contribution on an average is equal to seven (7) per cent of her salary.

However, in the case of the teacher who works for more than one employer, she shall receive an additional allowance which shall be equal to the difference between ninety-three (93) per cent of the basic salary paid by the board and the percentage of the unemployment insurance benefits corresponding to the proportion of basic weekly salary it pays her in relation to the total basic weekly salaries paid by all the employers. To this end, the teacher shall provide each of her employers with a statement of the weekly salaries paid by each of them and the amount of the benefits paid by Employment and Immigration Canada.

Moreover, if Employment and Immigration Canada reduces the number of weeks of unemployment insurance benefits to which the teacher would otherwise have been entitled if she had not availed herself of the unemployment insurance benefits before her maternity leave, the teacher shall continue to receive, for a period equivalent to the weeks deducted by Employment and Immigration Canada, the complementary allowance provided for in this subparagraph as if she had, during this period, availed herself of the unemployment insurance benefits;

- 3) for each of the weeks that follow those described in subparagraph 2), the board shall pay the teacher, up to the end of the twentieth (20th) week of the maternity leave, an allowance calculated as follows:

the payment of salary provided for each period according to clause 6-8.01 that the teacher would have received had she been at work, reduced by seven (7) per cent of 1/200 of the annual salary for each workday, as defined in article 8-3.00, scheduled during these weeks.

XI-

Clause 5-13.10 is replaced with the following:

5-13.10

Cases not Eligible for Unemployment Insurance

Any teacher who is excluded from unemployment insurance benefits or who is declared ineligible shall also be excluded from any other allowance. However:

A) Full-time Teacher

The full-time teacher who has accumulated twenty (20) weeks of service shall also be entitled, for ten (10) weeks, to an allowance calculated as follows:

the payment of salary provided for each period according to clause 6-8.01 that the teacher would have received had she been at work, reduced by seven (7) per cent of 1/200 of the annual salary for each workday, as defined in article 8-3.00, scheduled during these weeks if she does not receive unemployment insurance benefits for the following reason: she did not hold an insurable job for at least twenty (20) weeks during the period of reference stipulated in the unemployment insurance plan.

B) Part-time or Replacement Teacher

The part-time or replacement teacher who has accumulated twenty (20) weeks of service shall be entitled, for ten (10) weeks, to an allowance calculated as follows:

the payment of salary provided for each period according to clause 6-8.01 that the teacher would have received had she been at work, reduced by five (5) per cent⁽¹⁾ of 1/200 of the proportion of annual salary for each workday, as defined in article 8-3.00, scheduled during these weeks and for which she should have been at work if she does not receive unemployment insurance benefits for one of the following two (2) reasons:

- 1) she did not contribute to the unemployment insurance plan;
- or
- 2) she did contribute but did not hold an insurable job for at least twenty (20) weeks during her period of reference.

⁽¹⁾ Read seven (7) per cent if the part-time or replacement teacher is exonerated from paying her share of the premiums to the pension and unemployment insurance plans.

XII- Clause 5-13.23 is replaced with the following:

5-13.23 The teacher who legally adopts a child and who does not benefit from the ten (10)-week leave for adoption shall be entitled to a leave for a maximum period of five (5) working days, of which only the first two (2) shall be remunerated.

This leave may be discontinuous but it may not be taken more than fifteen (15) days following the child's arrival home.

However, if it involves the spouse's child, the teacher shall only be entitled to a leave without salary for a maximum period of two (2) working days.

XIII- Clause 5-13.26 is replaced with the following:

5-13.26 Except for the third paragraph of clause 5-13.23, clauses 5-13.22 to 5-13.25 shall not apply to the teacher who adopts his or her spouse's child.

XIV- Clause 5-13.27 is replaced with the following:

5-13.27 The teacher who wishes to extend her maternity leave, the teacher who wishes to extend his paternity leave and the teacher who wishes to extend either one of the leaves for adoption shall benefit from one of the five (5) options listed hereinafter, under the conditions stipulated therein:

a) a leave by virtue of clause 5-10.44;

or

b) a full-time leave without salary:

1) until the end of the current school year, if he or she so requests;

2) for the following complete school year if the teacher benefited from the leave provided for in the preceding subparagraph 1), if he or she so requests;

- 3) for a second complete school year if the teacher benefited from the leave provided for in the preceding subparagraph 2), if he or she so requests;

or

- c) a full-time leave of absence without salary for a maximum period of thirty-four (34) continuous weeks which begins at the time the teacher chooses and ends no later than one (1) year following the birth or, in the case of an adoption, one (1) year after he or she assumes full legal responsibility for the child;

or

- d) a leave of absence without salary for part of a year for a maximum period of two (2) years; unless there is an agreement to the contrary between the board and the teacher, the teacher shall, during this leave, have the choice of working or not:

- 1) for each complete period where the starting date coincides with the beginning of the work year and the end coincides with the last day of work in December;
- 2) for each complete period where the starting date coincides with the first day of work in January and the end coincides with the last day of work in June;
- 3) for the period included between the beginning of the leave of absence without salary and the last day of work in December, if the leave without salary is taken between the beginning of the work year and the last day of work in December, or for the period included between the beginning of the leave without salary and the last day of work in June, if the leave without salary is taken between the first day of work in January and the last day of work in June.

A leave of absence without salary which includes four (4) periods as defined in subparagraphs 1), 2) or 3) shall be for two (2) years;

or

- e) if the board agrees⁽¹⁾, a partial leave without salary; unless there is an agreement to the contrary between the board and the teacher, the following terms shall apply:

- 1) the leave begins between December 31 and July 1:

- until the end of the current work year, the teacher shall choose either to work on a full-time basis or to benefit from a full-time leave without salary;
- for the following complete work year, the teacher shall be entitled, during the entire year, to a leave without salary for part of the week determined by the board:

- i) for the secondary-level teacher and the pre-school and elementary-level specialist: a fixed period of time in his or her timetable equal to approximately fifty (50) per cent of the workload;

⁽¹⁾ If the board does not agree to the leave, it shall inform the teacher concerned and the union of the reasons for its refusal.

- ii) for the preschool teacher: mornings or afternoons;
 - iii) for every other teacher: five (5) half-days per week;
 - for a second complete work year, the teacher shall be entitled to a partial leave without salary under the same conditions as for the first complete work year;
- 2) the leave begins between June 30 and the first day of work of the school year;
- for the following complete work year, the teacher shall be entitled, during the entire year, to a leave without salary for part of the week determined by the board:
 - i) for the secondary-level teacher and preschool and elementary-level specialist: a fixed period of time in his or her timetable equivalent to approximately fifty (50) per cent of the workload;
 - ii) for the preschool teacher: mornings or afternoons;
 - iii) for every other teacher: five (5) half-days per week;
 - for a second complete work year, the teacher shall be entitled to a partial leave without salary under the same conditions as for the first complete work year;
- 3) the leave begins between the first day of work of the school year and January 1:
- until the end of the current work year, the teacher shall choose either to work on a full-time basis or to benefit from a full-time leave without salary;
 - for the following complete work year, the teacher shall be entitled, during the entire year, to a leave without salary for part of the week determined by the board:
 - i) for the secondary-level teacher and preschool and elementary-level specialist: a fixed period of time in his or her timetable equivalent to approximately fifty (50) per cent of the workload;
 - ii) for the preschool teacher: mornings or afternoons;
 - iii) for every other teacher: five (5) half-days per week;
 - for a second complete work year, the teacher shall be entitled to a full-time leave without salary;
- f) the leaves provided for in paragraphs a), b) d) or e) must immediately follow the maternity leave, paternity leave or leave for adoption;
- g) the leaves provided for in paragraphs b), d) or e) may be changed for any one of the other three (3) options only once under the following conditions:
- the change shall be effective as of the beginning of a school year and must be requested in writing before the preceding June 1;

- it shall not extend beyond the period originally foreseen for the leave;
- a leave provided for in paragraph b) or d) cannot be changed for a leave provided for in paragraph e) without the consent of the board.

During one of the leaves provided for in paragraphs b), c), d) or e) of this clause, the teacher shall maintain his or her right to the use of sick-leave days according to clause 5-10.44. However, such use may not have the effect of extending the period foreseen for one of these leaves.

The teacher who does not use his or her leave of absence without salary for one of the leaves provided for in paragraphs b), d) or e) of this clause may, for that portion of the leave which his or her spouse does not use, benefit from a leave of absence without salary by following the formalities provided for in this article. Where applicable, the leave shall be divided over two (2) immediately consecutive periods. In the case of the leave provided for in paragraph e), the board may refuse it by justifying its decision.

If the teacher's spouse is not an employee of the public and parapublic sectors, the teacher may obtain, under the conditions stipulated, a leave without salary provided for in paragraphs b), d) or e) of this clause within the two (2) years which follow the birth or adoption; in all cases, the said leave cannot exceed a maximum two (2)-year period following the birth or adoption. In the case of the leave provided for in paragraph e), the board may refuse it by justifying its decision.

XV- The third paragraph of clause 5-13.28 becomes the fourth paragraph. The new third paragraph is as follows:

Notwithstanding the preceding paragraphs, the teacher shall accumulate his or her experience for a maximum period of the first thirty-four (34) weeks of a leave of absence without salary, a partial leave of absence without salary or a leave of absence without salary for part of a year. These first thirty-four (34) weeks must be situated within the fifty-two (52) weeks following the birth or, in the case of an adoption, following the date on which he or she assumes full legal responsibility for the child.

XVI- Clause 5-13.29 is replaced with the following:

5-13.29 Notwithstanding paragraph f) of clause 5-13.27, if the teacher takes her deferred annual vacation period immediately after her maternity leave, the leave without salary, the leave without salary for part of a year or the partial leave without salary must immediately follow the deferred vacation period.

XVII- Paragraphs A), B) and C) of clause 5-13.30 are replaced with the following:

- A) A leave without salary for part of a year for a maximum of one (1) year shall be granted to a teacher whose minor child experiences socio-emotional problems or whose minor child is handicapped or ill and requires his or her care. The scheduling of this leave shall be made in accordance with paragraph d) of clause 5-13.27.
- B) The teacher may obtain, with the board's consent, a leave without salary for a complete school year or a partial leave without salary for a complete school year instead of availing himself or herself of this leave. The scheduling of the partial leave without salary shall be made in accordance with paragraph e) of clause 5-13.27.

- C) Subject to the other provisions of the agreement, the teacher may be absent from work for a maximum of six (6) days per year, in cases where his or her presence is required, to fulfill obligations relating to the health, safety or education of his or her child.

XVIII-

Paragraph B) of clause 5-13.31 is replaced with the following:

- B) 1) The full-time leaves provided for in paragraphs a), b) and c) of clause 5-13.27 shall be granted following a written request submitted at least two (2) weeks in advance;
- 2) the leave of absence without salary provided for in paragraph d) of clause 5-13.27 shall be granted following a written request submitted at least two (2) weeks in advance and shall specify the schedule of the leave for the first year. The schedule for the second year of the leave must be specified in writing at least three (3) months before the beginning of this second year;
- 3) in the case of the leaves provided for in paragraphs a), c) and d) of clause 5-13.27, the request must specify the date of return to work;
- 4) the leave of absence without salary provided for in paragraph e) of clause 5-13.27 shall be granted following a written request submitted at least two (2) weeks in advance;
- 5) the partial leave of absence without salary provided for in paragraph e) of clause 5-13.27 shall be granted following a written request submitted before the preceding June 1.

XIX-

The second paragraph of clause 5-13.33 is replaced with the following:

The teacher who wishes to terminate a leave of absence granted under paragraph a), b), or e) of clause 5-13.27 before the anticipated date may only do so for exceptional reasons and with the board's consent. The board and the teacher may agree on the terms and conditions of the return.

XX-

The following paragraph is added to clause 5-13.33:

The teacher who wishes to terminate his or her leave of absence granted under paragraph c) of clause 5-13.27 must submit a written notice to this effect at least twenty-one (21) days prior to his or her return.

XXI-

The following article 5-20.00 is added:

5-20.00

PROGRESSIVE RETIREMENT PLAN

5-20.01

The purpose of the progressive retirement plan shall be to permit a teacher to reduce his or her time worked for a period of one (1) to three (3) years. The teacher's time worked must not be less than forty (40) per cent of the regular workweek.

5-20.02

Only the full-time teacher who is a member of one of the pension plans currently in force (RRF, RREGOP and RRE) may benefit, and only once, from the plan.

5-20.03

For the purposes of this article, the term "agreement" means the agreement mentioned in Appendix XXIV.

5-20.04 To be eligible for the progressive retirement plan, the teacher must verify with the "Commission administrative des régimes de retraite et d'assurances (CARRA)" that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.

The teacher shall sign the form required by CARRA and shall forward a copy to the board.

5-20.05 A) The teacher who wishes to benefit from the progressive retirement plan must forward a written request to the board usually before April 1 preceding the school year during which the progressive retirement period shall begin.

B) The request must specify the period during which the teacher intends to benefit from the progressive retirement plan and the time he or she intends to work during each of the years concerned.

C) The teacher shall also forward to the board, at the same time as the request, an attestation from CARRA confirming that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.

5-20.06 Approval of the request for the progressive retirement plan shall be the exclusive responsibility of the board; however, should the request be refused, the board shall provide, at the teacher's request, the reasons for its refusal.

5-20.07 Subject to clause 5-20.01, the board may modify, for a year covered by the agreement, the proportion of time worked to take into account the organization of the school or the instruction; in this case, the proportion of time worked shall be that which is closest to the proportion of time worked as provided for in the agreement or agreed to between the board and the teacher.

For the duration of the agreement, the board shall distribute the teacher's workload taking into account the percentage of time worked; the distribution may be weekly, cyclical, monthly or other.

5-20.08 The teacher shall be entitled to a percentage of salary equal to the percentage of the workload that he or she assumes in relation to the full-time teacher's workload.

The same shall apply to the supplements, premiums for regional disparities and special leaves.

5-20.09 The other monetary benefits such as those resulting from insurance plans and parental rights shall be proportional to the salary paid.

5-20.10 The teacher can use the redeemable sick-leave days to his or her credit on December 31, 1973 provided for in paragraph C) of clause 5-10.44, at a rate of one day per day, to reduce the number of workdays immediately preceding the expiry of the agreement.

5-20.11 During the progressive retirement period, the admissible salary for the years covered by the agreement, for the purpose of the three (3) pension plans currently in force (RRF, RREGOP and RRE), shall be the salary the teacher would have received or, for a period during which he or she received benefits under the salary insurance plan, would have been entitled to had he or she not benefited from the plan.

5-20.12 The period covered by the agreement shall count as a period of service for the purpose of the three (3) pension plans currently in force (RRF, RREGOP and RRE).

- 5-20.13 For the duration of the agreement, the teacher and the board must pay their share of the contributions to the pension plan on the basis of the applicable salary as if the teacher had not benefited from the progressive retirement plan.
- 5-20.14 For the duration of the agreement, the teacher shall accumulate seniority and experience as if he or she had not availed himself or herself of the progressive retirement plan.
- 5-20.15 If the teacher is placed on availability, such placement on availability shall have no effect on the percentage of time worked as prescribed in the agreement subject to the following: the time worked shall continue to apply as if the placement on availability had not taken place, if it does not exceed the percentage of salary determined under clause 5-3.18; if it exceeds this percentage of salary, it shall be automatically brought to this percentage of salary, unless there is an agreement to the contrary between the board and the teacher concerned.
- In the case of a placement on availability, the teacher's contributions to his or her pension plan shall be those prescribed by law for the person placed on availability.
- 5-20.16 The teacher shall be entitled to all of the benefits of the collective agreement that are compatible with the provisions of this article.
- 5-20.17 Should the teacher not be entitled to his or her pension upon the expiry of the agreement or should the latter be interrupted due to circumstances prescribed by regulation, the agreement shall be extended to the date on which the teacher will be entitled to his or her pension even though the period exceeds three (3) years.
- Any changes in the fixed dates for the beginning and end of the agreement must have the prior approval of CARRA.
- 5-20.18 A) In the event of the retirement, resignation, breach of contract, dismissal, nonreengagement, death of the teacher or, where applicable, upon expiry of the extension agreed to by virtue of clause 5-20.17, the agreement shall terminate on the date on which such event occurs.
- B) The agreement shall also terminate if the teacher is relocated to another employer as a result of the application of the provisions of the collective agreement, unless the new employer agrees to continue the agreement according to the terms and conditions it determines, provided that CARRA so approves.
- C) In the case where and for the purposes specified by regulation:
- 1) The agreement becomes null if the teacher voluntarily ceases to participate in the progressive retirement plan during the first year of the agreement;
 - 2) the agreement terminates:
 - if the teacher voluntarily ceases to participate in the progressive retirement plan more than one (1) year after the date set for the beginning of the agreement;
 - if the teacher and the board decide jointly to terminate the agreement more than one (1) year after the date set for the beginning of the agreement.
- D) If the agreement becomes null or terminates due to circumstances mentioned previously or which are prescribed by regulation, the admissible salary, the credited service and the contributions shall be determined, for each of these circumstances, in the manner prescribed by regulation.

5-20.19 Upon expiry of the agreement, the teacher shall resign automatically and shall be pensioned off.

5-20.20 The board and the teacher shall sign, where applicable, the agreement stipulating the terms and conditions concerning the progressive retirement plan.

XXII- Clause 6-4.02 is replaced with the following:

6-4.02 A school year, during which a teacher taught or performed a pedagogical or educational function on a full-time basis in a Québec teaching institution recognized by the Ministère or in a teaching institution under government authority outside Québec, shall be recognized as a year of experience. However, the school year during which a full-time teacher or a teacher under annual contract taught or performed a pedagogical or educational function for only a minimum of ninety (90) days because of circumstances beyond his or her control or because of a parental leave by virtue of article 5-13.00 shall be recognized as a year of experience; only the days of leave provided for in clauses 5-13.05, 5-13.13, 5-13.14, 5-13.18, 5-13.19, 5-13.21, 5-13.22, 5-13.23 and those listed in the third paragraph of clause 5-13.28 for the duration stipulated therein shall be considered as days when the teacher teaches or performs a pedagogical or educational function.

XXIII- 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 6-5.10 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 according to article 6-4.00.

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

Clause 6-5.11 shall also apply to the teacher.

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

For each period, the salary scale shall be the salary scale applicable under clauses 6-5.03, 6-5.04, 6-5.05, 6-5.06 or 6-5.07 and clauses 6-5.08 and 6-5.09.

XXV- The title of clause 6-5.06 is replaced with the following:

ANNUAL SALARY SCALES IN FORCE AS OF JULY 1, 1992

XXVI- Clause 6-5.07 is replaced with the following:

ANNUAL SALARY SCALES IN FORCE AS OF THE 151ST DAY OF WORK
OF THE 1992-1993 SCHOOL YEAR

EXPERIENCES STEPS ⁽¹⁾	C A T E G O R I E S ⁽²⁾						
	14 year or less	15 years	16 years	17 years	18 years	19 years	20 years ⁽³⁾
1	25 729	27 609	29 627	31 826	34 187	36 771	40 894
2	26 458	28 394	30 497	32 763	35 191	37 854	41 977
3	27 213	29 234	31 361	33 699	36 240	38 953	43 076
4	28 011	30 062	32 285	34 690	37 309	40 111	44 234
5	28 811	30 942	33 214	35 719	38 407	41 341	45 464
6	29 627	31 826	34 187	36 771	39 523	42 563	46 686
7	30 497	32 763	35 191	37 854	40 730	43 850	47 973
8	31 361	33 699	36 240	38 953	41 940	45 164	49 287
9	32 285	34 690	37 309	40 111	43 200	46 557	50 680
10	33 214	35 719	38 407	41 341	44 498	47 971	52 094
11	34 187	36 771	39 523	42 563	45 830	49 453	53 576
12	35 191	37 854	40 730	43 850	47 243	50 949	55 072
13	36 240	38 953	41 940	45 164	48 677	52 543	56 666
14	37 309	40 111	43 200	46 557	50 186	54 171	58 294
15	38 407	41 341	44 498	47 971	51 747	55 856	59 979

⁽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

XXVII-

Clause 6-5.08 is replaced with the following:

6-5.08

Increase in Salary Scales and Rates as of July 1, 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) per cent.

XXVIII-

Clause 6-5.09 becomes clause 6-5.11.

XXIX-

The new clause 6-5.09 is as follows:

6-5.09

Increase in Salary Scales and Rates as of the 151st Day of Work of the 1992-1993 School Year

Every rate and every salary scale in force on the 150th day of work of the 1992-1993 school year shall be increased, on that date, effective the 151st day of work of the 1992-1993 school year, by a percentage equal to one (1) per cent.

XXX-

The clause 6-5.10 is replaced with the following:

6-5.10

Salary Scales and Rates as of July 1, 1993

Every rate and every salary scale in force on June 30, 1993, effective July 1, 1993, shall be determined in the manner prescribed in Appendix XXV.

XXXI-

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

The teacher who is appointed head teacher in a school, in accordance with clause 1-1.36, shall receive the following for his or her additional responsibilities:

- a supplement of five hundred and fourteen dollars and fifty cents (\$514.50) for half the year, from the 1st to the 100th day of work of the 1990-1991 school year;
- an annual supplement of one thousand eighty dollars (\$1 080) as of the 101st day of work of the 1990-1991 school year;
- an annual supplement of one thousand one hundred and twelve dollars (\$1 112) as of July 1, 1992;
- an annual supplement of one thousand one hundred and twenty-three dollars (\$1 123) as of the 151st day of work of the 1992-1993 school year. (1)

(1) Appendix XXV shall apply.

XXXII- 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 and fifty-three dollars (\$1 453) as of the 101st day of work of the 1988-1989 school year;
- one thousand five hundred and twenty-eight dollars (\$1 528) as of the 101st day of work of the 1989-1990 school year;
- one thousand six hundred and four dollars (\$1 604) as of the 101st day of work of the 1990-1991 school year;
- one thousand six hundred and fifty-two dollars (\$1 652) as of July 1, 1992;
- one thousand six hundred and sixty-nine dollars (\$1 669) as of the 151st day of work of the 1992-1993 school year. ⁽¹⁾

⁽¹⁾ Appendix XXV shall apply.

XXXIII- 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	28,58	31,64	33,96	37,33	40,01	43,22	46,03
As of July 1, 1992	29,44	32,59	34,98	38,45	41,21	44,52	47,41
As of the 151st day of work of the 1992-1993 school year ⁽³⁾	29,73	32,92	35,33	38,83	41,62	44,97	47,88

⁽¹⁾ As defined in clause 1-1.06.

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

⁽³⁾ Appendix XXV shall apply.

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

6-7.02 E) Clause 6-5.11 shall apply.

XXXV- 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	24,73 \$	61,83 \$	86,56 \$	123,65 \$
As of July 1, 1992	25,47 \$	63,68 \$	89,15 \$	127,35 \$
As of the 151st day of work of the 1992-1993 school year ⁽⁴⁾	25,72 \$	64,30 \$	90,02 \$	128,60 \$

B) Notwithstanding the foregoing, the occasional substitute at the secondary level who is assigned periods of over sixty (60) minutes shall be remunerated according to a rate by the period calculated in the following manner:

Rate provide for <u>60 minutes or less</u> X	Number of minutes of period concerned
50	

⁽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.

⁽⁴⁾ Appendix XXV shall apply.

The occasional substitute shall be remunerated according to the rate provided for more than two hundred and ten (210) minutes if he or she is assigned three (3) periods or more of over sixty (60) minutes each in the same day.

- C) 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: \$21.95 per day
 - as of the 100th day of work of the 1991-1992 school year: \$24.73 per day
 - as of July 1, 1992: \$25.47 per day
 - as of the 151st day of work of the 1992-1993 school year: \$25.72 per day

whenever he or she reports to 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 do more than five (5) periods of forty-five (45) to sixty (60) minutes per day.

- D) However, if the full-time⁽¹⁾ teacher is absent for more than twenty (20) consecutive workdays, the board shall pay the occasional substitute who replaces him or her during these twenty (20) days the salary he or she would receive if he or she were a full-time teacher. The salary that he or she would receive shall be based on his or her category as established by the board at the beginning of the year or, if need be, during the middle (on the 101st day) of the current work year and his or her experience step acquired as of the first workday of the current work year and shall be paid at a rate of 1/200 of the annual salary for each day thus worked. In this case, this salary shall be payable from the first day of substitution and the substitute must provide, without delay, the documents which will serve to establish his or her salary. Any absence of the occasional substitute for a total of three (3) days or less during the accumulation of these twenty (20) consecutive days of substitution shall not interrupt the said accumulation.
- E) No occasional substitute shall be entitled to any of the benefits except for those expressly provided for in this agreement and he or she shall not be bound by any obligation other than that of carrying out the task assigned to him or her by the board.
- F) Clause 6-5.11 shall apply.

⁽¹⁾ This shall apply to the substitute who replaces a teacher who holds a replacement contract with a full workload for the complete school year.

XXXVI- Clauses 8-9.01 to 8-9.03 are replaced by clauses 8-9.02 to 8-9.04 and the following new clause 8-9.01 is added:

- 8-9.01** The school administration shall consult the school council on:
- a) the general criteria needed to distribute functions and responsibilities such as: the number of groups, number of teaching hours, number of disciplines and number of grades and or levels;
 - b) the criteria other than number of students per group, that shall be used in the formation of groups;
 - c) the distribution of students supervision activities;
 - d) the plan concerning the distribution of duties and responsibilities.

XXXVII- Clause 8-11.06 is replaced with the following:

- 8-11.06** For the purposes of applying this article, the following definitions shall apply:
- a) Total integration refers to the process by which a handicapped pupil or a pupil with learning or emotional problems is integrated into a regular group for all of his or her time in school.
 - b) Partial integration refers to the process by which a pupil participates for a part of the time in school in educational activities of a group of handicapped pupils or pupils with learning or emotional problems and is integrated for the other part of the time into a regular group.

XXXVIII- Clause 8-11.07 is added:

- 8-11.07** When handicapped pupils or pupils with learning or emotional problems are integrated into regular groups or grouped together in special classes, the school administration shall provide the teacher concerned with information on these pupils within fifteen (15) working days of the beginning of the work year and subsequently, within fifteen (15) working days following the pupil's integration into or arrival in a special class, provided that the information is available and that the giving of this information is in the pupil's interest.

The preceding paragraph shall apply subject to the respect for persons and for the code of ethics.

XXXIX- Paragraph c) of clause 9-2.07 is replaced with the following:

- c) set the time, date and place of the first arbitration session in accordance with Appendix XXXI.

XL- Clause 9-2.09 is replaced with the following:

- 9-2.09** Subsequently, the arbitrator shall set the time and date of the subsequent sessions, where applicable, in accordance with Appendix XXXI, and shall so inform the records office; the records office shall notify the assessors, where applicable, the parties concerned, the Centrale, the Fédération and the Ministère. The arbitrator shall also set the time, date and place of the deliberation sessions and shall so inform the assessors.

XLI- 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, 1994. The working conditions in force on June 30, 1994 shall continue to apply until the coming into force of a new agreement.

XLII- Clause 10-3.03 is modified by adding the following paragraphs c) and d):

- c) the cases specified in the modifications made to article 5-13.00 in the agreement respecting the extension to June 30, 1994 of the collective agreements ending June 30, 1992, which shall come into force on April 7, 1992;
- d) the salary scales and rates and the applicable premiums as modified in the agreement extending to June 30, 1994 the collective agreement ending June 30 1992 which are in force since the 151st day of work of the 1992-1993 school year.

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

A) The teacher at an hourly rate shall be remunerated on the basis of the hourly rates established in the following table:

PERIODS CONCERNED	HOURLY RATES
As of July 1, 1992	34,98 \$
As of the 151st day of work of the 1992-1993 school year ⁽¹⁾	35,33 \$

⁽¹⁾ Appendix XXV shall apply.

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

11-2.02 D) Clause 6-5.11 shall apply.

XLV- Paragraphs C) and D) of clause 11-8.03 are replaced with the following:

- C) Subject to paragraph D), should the board assign additional teaching hours to a teacher who has a part-time contract, the board shall add these hours to the number of hours specified in the contract.
- D) In the case of replacement, the teaching hours shall only be added if the period of absence of the teacher exceeds twelve (12) consecutive hours.

XLVI-

Clause 11-9.02 is replaced with the following:

11-9.02

The annual workload of the teacher shall include an annual teaching workload of eight hundred (800) hours⁽¹⁾ and two hundred and eighty (280) hours of related duties as described in clause 8-2.01.

⁽¹⁾ Including the twelve (12) hours devoted to pedagogical days or parts of pedagogical days to be determined by the board.

XLVII-

Clause 11-9.03 is added:

11-9.03

The board shall inform the teacher, in writing, within ten (10) working days of his or her first day of work, of the workload he or she is assigned and of the number of hours to be devoted to teaching and, where applicable, the description of the other duties outlined in clause 8-2.01.

Unless there is an agreement to the contrary between a teacher and the board, working hours shall be consecutive and shall fall within a maximum daily span of eight (8) hours, excluding meal times.

XLVIII-

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 con- cerned	As of July 1, 1992	As of the 151st day of work of the 1992-1993 school year ⁽¹⁾
	Sectors		
With dependent(s)	Sector I	\$9 432	\$9 526
	Sector II	\$12 264	\$12 387
No dependents	Sector I	\$5 896	\$5 955
	Sector II	\$6 958	\$7 028

⁽¹⁾ Appendix XXV shall apply.

XLIX-

Appendix X is modified by adding the following subtitle:

SECTION I - LETTER OF INTENTION

and by adding the following Section II:

SECTION II - RETIREMENT PLANS (RREGOP, RRE, RRF)

1.00 FOR EMPLOYEES WHO WILL RETIRE BETWEEN JANUARY 1, 1992 AND DECEMBER 31, 1997

1.01 The parties agree to continue discussions through a committee whose mandate shall be to adopt the appropriate measures in order to ensure that employees who will retire between January 1, 1992 and December 31, 1997 will be treated fairly with respect to those who will retire after December 31, 1997. The committee shall prepare a report within ninety (90) days of the signing of the agreement; failing an agreement, the file will be dealt with in the next bargaining round.

2.00 EARLY RETIREMENT PROGRAM

2.01 As of the date of the signing of this agreement, a technical committee shall be set up and shall consist of representatives of the Secrétariat du Conseil du trésor and representatives (without modifying the rules respecting representation, each group represented shall be entitled to two (2) representatives) of the participants in the Government and Public Employees Retirement Plan (RREGOP), Teachers Pension Plan (RRE) and the Civil Service Superannuation Plan (RRF) to discuss the extension of the temporary early retirement programs (62 years - 2 years of service and 35 years of service). The committee's mandate shall be to make the necessary adjustments, if need be, to extend such programs within the guidelines of this agreement.

The costs related to the extension of these programs will be taken exclusively from the amounts available on September 1, 1992 and deriving from former programs.

The parties must take into account the existing legislative provisions and the administrative impacts in order to carry out the necessary adjustments, if need be.

Subject to the preceding provisions, the government shall propose to the National Assembly the adoption of the legislative provisions which result from the adjustments adopted unanimously by the committee, which are deemed necessary for the extension of the temporary early retirement programs and which have a retroactive effect to September 1, 1992.

3.00 PENSION CREDIT (RREGOP)

3.01 The government shall propose to the National Assembly the adoption of the necessary legislative provisions designed to replace July 1, 1992 by July 1, 1994 in section 87 of RREGOP.

4.00 AMENDMENTS TO THE RRE

- 4.01 As of May 15, 1992, the cost of the Teachers Pension Plan (RRE) shall no longer be shared 50%-50% and the contribution rate of participants shall be fixed definitively to the rate applicable for 1992.
- 4.02 However, the government shall modify the RRE in order to incorporate therein any modification to the indexation formula of pensions provided for in RREGOP, if the participants decide to assume the costs of any future service in the same proportion as the participants of RREGOP for the same modification.
- 4.03 The government shall incorporate into the RRE any measure dealing with the existing human resource management at RREGOP so long as, if need be, the participants assume the costs of such measures in the same proportion as the participants of RREGOP for the same measures.
- 4.04 Subject to the amendments provided for herein, no amendment to the RRE may make the provisions of the plan less favourable for participants of the RRE unless there is an agreement to this effect between the parties.
- 4.05 The government shall propose to the National Assembly the adoption of the necessary legislative provisions in order to implement the preceding provisions which shall have a retroactive effect to May 15, 1992.

L- Appendix XXII is replaced with the following:

PARENTAL RIGHTS

(modifications in the Unemployment Insurance Plan)
or
in the Act respecting Labour Standards)

Should any modification occur in the Federal Unemployment Insurance Plan with respect to parental rights as well as any modification or new regulation concerning labour standards with respect to parental rights, it is understood that the parties shall meet to discuss the possible impact of these modifications on the parental rights plan.

Reference: article 5-13.00

LI- The following Appendix XXIV is added:

APPENDIX XXIV

TERMS AND CONDITIONS FOR APPLYING THE
PROGRESSIVE RETIREMENT PLAN

AGREEMENT CONCLUDED

BETWEEN

THE CREE SCHOOL BOARD

HEREINAFTER CALLED

THE BOARD

AND

SURNAME: _____ GIVEN NAME: _____

ADDRESS: _____

HEREINAFTER CALLED

THE TEACHER

SUBJECT: PROGRESSIVE RETIREMENT PLAN

1- Period Covered by the Progressive Retirement Plan

This agreement shall come into force on July 1, 19__ and shall expire on June 30, 19__.

The agreement may expire on another date under the circumstances and according to the terms and conditions provided for in clauses 5-20.17 and 5-20.18.

2- Time Worked

For the period covered by the agreement, the teacher's time worked shall be equal to the following percentage of the regular workweek for each of the years concerned:

for the school year	_____	:	_____	%
for the school year	_____	:	_____	%
for the school year	_____	:	_____	%

Notwithstanding the preceding paragraph, the board and the teacher may agree to change the percentage, provided, however, that the time worked is not less than forty (40) per cent of the regular workweek.

The present paragraph 2 shall apply subject to the first paragraph of clause 5-20.07.

3- Other terms and conditions for applying the plan agreed to with the teacher

IN WITNESS WHEREOF, the parties herein have signed in _____ on this _____ day of the month of _____ 19__.

For the Cree School Board

For the teacher

LII- The following Appendix XXV is added:

APPENDIX XXV

SALARY RATES AND SCALES AS OF JULY 1, 1993

For the period from July 1, 1993 to June 30, 1994, the parties agree to undertake negotiations in order to conclude an agreement on the determination of salaries, salary scales and premiums.

This provision shall constitute a revision of the agreement that could lead to a dispute as defined in the Labour Code.

For the purposes of acquiring the right to strike, the parties agree that the 30th day following the date of publication, in 1993, of the report of the IRIR relative to the remuneration in the public and parapublic sectors, shall be considered as the date of the agreement from which shall run the twenty (20)-day period provided for in the second paragraph of section 111.11 of the Labour Code.

LIII- The following Appendix XXVI is added:

APPENDIX XXVI

ACT RESPECTING LABOUR STANDARDS

The parties agree to set up a working table whose mandate shall be to harmonize the collective agreements relative to any new provisions of the Act respecting Labour Standards.

LIV- The following Appendix XXVII is added:

APPENDIX XXVII

EVALUATION OF POSITIONS

Considering that the Treasury Board and its partners have over the last few years proceeded in determining the relative value and ranking of titles or classes of employment in the public and parapublic sectors by means of a system of evaluation using points and factors, the parties agree that discussions should be undertaken on the aforementioned basis in order to render the discussions more successful on the relative value of titles or classes of employment.

Therefore:

1. The parties agree to set up, within sixty (60) days of the signing of the agreement on the extension to June 30, 1994 of the collective agreements ending June 30, 1992, a joint working committee for all employment categories.
2. The committee's mandate shall be to:
 - study all the elements having led to the present ranking of titles or classes of employment in the education and health and social services sectors in order to better inform the parties and employees on the relative value of positions in these sectors;
 - establish the relative value of the titles or classes of employment that have been newly created, modified or those that have not yet been ranked, such as teachers;
 - submit its findings and recommendations concerning the evaluation of positions, relative value, equity principles and, where applicable, the various possible solutions to the problems identified to the parties.
3. The committee shall meet, as needed, at the request of one of the parties and shall adopt the rules of procedure it deems useful for its smooth operation.
4. According to the terms and conditions to be agreed upon, the employer group shall assume the costs for union releases required for the joint committee's work in the amount of \$100 000 per year for all employment categories. As required, the parties shall agree on additional union releases after recommendation by the joint committee.
5. Discussions held by virtue of this letter of agreement shall not constitute a revision of the collective agreement that could lead to a dispute as defined in the Labour Code.

(TEACHERS)

1. The joint committee created under this appendix on the evaluation of positions shall decide on the methods or tools available to determine the relative value.
2. The committee shall proceed, if the parties so agree, with the analysis and study of the remuneration of teachers and shall submit to the parties its findings and recommendations concerning the various possible solutions to the problems thus identified.
3. If the parties agree to modify the remuneration of teachers, they must also agree on the terms and conditions and dates of modifications resulting therefrom.

LV- The following Appendix XXX is added:

APPENDIX XXX

LETTER OF INTENTION CONCERNING THE CREATION OF
AN EQUAL OPPORTUNITY ADVISORY COMMITTEE

Within sixty (60) days of the signing of the agreement respecting the extension to June 30, 1994 of the collective agreements ending June 30, 1992, the ministère de l'Éducation shall set up an equal opportunity advisory committee. This committee shall be made up of two (2) representatives of the Coordination à la condition féminine of the ministère de l'Éducation, two (2) representatives of the Fédération des commissions scolaires du Québec and two (2) persons appointed by the CEQ and the PACT representing the teaching, professional and support personnel of school boards.

The committee shall establish its own rules of operation in order to carry out its mandate.

Committee's Mandate

The committee shall establish its mandate on the basis of the government policies dealing with the status of women.

Where applicable, the committee could discuss the following issues:

- . orientations dealing with equal opportunity programs;
- . methods for the development and implementation of such programs;
- . tools for analyzing such programs;
- . information and awareness campaigns.

Within this framework, the committee members will be able to share all available information that is deemed useful and discuss any issues agreed to by the committee and concerning equal opportunity programs.

THE MINISTER

Michel Pagé

LVI- The following Appendix XXXI is added:

APPENDIX XXXI

PLACE OF ARBITRATION HEARING

- 1) As of the date of signing of this agreement respecting the extension to June 30, 1994 of the collective agreement ending June 30, 1992, and unless the hearing has already begun, or a place has already been chosen, every grievance shall be heard in the locality determined in the following way:
 - a) in the case where the teacher was assigned in Mistissini, Eastmain, Waskaganish, Whapmagoostui or Weminji, at the time when the events leading to the dispute occurred, the grievance shall be heard in Chisasibi;
 - b) in the case where the teacher was assigned in Chisasibi, Nemaska, Oujé-Bougoumou or Waswanipi, at the time when the events leading to the dispute occurred, the grievance shall be heard in Mistissini;
 - c) the group grievance shall be heard in Mistissini;
 - d) the grievance ensuing from the application of articles 5-7.00 or 5-8.00 shall be heard in Montreal.

- 2) Notwithstanding the foregoing, and without restricting its generality, the grievances identified by the following numbers at the arbitration records office in the education sector, shall be heard in Montreal:

- 85-T0096-5111 : Christiane Aps et al.
- 85-T0097-5111 : Fernande Leduc et al.
- 85-00063-5111 : Jean-Claude Hamel
- 88-00003-5111 : Diane Boucher
- 88-00004-5111 : Diane Boucher
- 88-00007-5111 : Daniel Napash et al.
- 88-00024-5111 : Jules Bourdon
- 88-00035-5111 : Association de l'enseignement du Nouveau-Québec
- 88-00055-5111 : Clermont Gareau
- 88-00056-5111 : Clermont Gareau
- 88-00072-5111 : grief collectif
- 91-00008-5111 : Gaétan Anderson et al.
- 91-00017-5111 : Association de l'enseignement du Nouveau-Québec
- 91-00019-5111 : Association de l'enseignement du Nouveau-Québec
- 91-00020-5111 : Fatima Pervez
- 91-00022-5111 : Association de l'enseignement du Nouveau-Québec
- 91-00025-5111 : Bernard Desilets et al.
- 91-00026-5111 : Fatima Pervez
- 91-00027-5111 : Fatima Pervez
- 91-00028-5111 : Aline Beaudoin
- 91-00029-5111 : Paul Roy
- 91-00030-5111 : Fatima Pervez
- 91-00031-5111 : Jules Bourdon
- 91-00032-5111 : Michael Ciavarella
- 91-00035-5111 : Fatima Pervez
- 91-00036-5111 : Jules Bourdon
- 91-00039-5111 : Anne Cloutier
- 91-00040-5111 : Jules Bourdon
- 91-00041-5111 : ReINETTE MatTHIEU
- 91-00042-5111 : Association de l'enseignement du Nouveau-Québec
- 91-00044-5111 : ReINETTE MatTHIEU
- 91-00045-5111 : ReINETTE MatTHIEU
- 91-00046-5111 : ReINETTE MatTHIEU
- 91-00047-5111 : ReINETTE MatTHIEU
- 91-00048-5111 : Jules Bourdon
- 91-00049-5111 : Gérard Tremblay
- 91-00050-5111 : Jules Bourdon

- 91-00051-5111 : ReINETte MatThieu
- 91-00052-5111 : GéRard Tremblay
- 91-00053-5111 : Jules Bourdon
- 91-00054-5111 : ReINETte MatThieu
- 91-00058-5111 : Martin Bergeron
- 91-00059-5111 : Guy Dufour
- 91-00061-5111 : grief collectif
- 91-00062-5111 : Jean Ratelle
- 91-00063-5111 : Purvis D. McDougall
- 91-00064-5111 : Purvis D. McDougall
- 91-00065-5111 : Louise Lacroix
- 91-00066-5111 : Nicole Paré
- 91-00070-5111 : Roxanne Smith
- 91-00071-5111 : Purvis D. McDougall
- 91-00072-5111 : Annie-Pascale Lessard
- 91-00073-5111 : Josée Lavoie
- 91-00074-5111 : Mélanie Neeposh
- 91-00075-5111 : Josée Lavoie
- 91-00076-5111 : Purvis D. McDougall
- 91-00077-5111 : Purvis D. McDougall
- 91-00078-5111 : Annie-Pascale Lessard

Nevertheless, in the case of Mrs. ReINETte MatThieu's grievances, the parties have agreed to hold the hearings in Nemaska and Montreal.

- 3) Within thirty (30) days of the signing of the agreement respecting the extension to June 30, 1994 of the collective agreement ending June 30, 1992, the Cree School Board and the ministère de l'Éducation on the one hand, and the Centrale de l'enseignement du Québec on the other hand, will set up a committee. This committee shall be made up of six (6) people of which three (3) will be appointed by the employer and three (3) by the union.

The committee's mandate is to examine any question regarding the holding of the grievance arbitration sessions on the jurisdictional territory of the Cree School Board, and in priority, the hearing of grievances ensuing from the application of articles 5-7.00 and 5-8.00, and to make the necessary recommendations to the parties no later than May 1, 1994.

LVII-

This agreement comes into force on the date it is signed with the exception of the salary scales and rates, as well as the applicable premiums (where applicable) which are in force since the 151st day of work of the 1992-1993 school year. In this case, article 10-11.00 applies by replacing the date of the 101st day of the work year 1988-1989 by the 151st day of the work year 1992-1993 and by making the necessary adaptations. The provisions of article 5-13.00 (Parental Rights) as modified by this agreement came into force on April 7, 1992.

IN WITNESS WHEREOF, the parties have signed in Montréal on this 7th day of the month of February 1994.

FOR THE MANAGEMENT NEGOTIATING COMMITTEE FOR THE CREE SCHOOL BOARD

FOR THE CENTRALE DE L'ENSEIGNEMENT DU QUÉBEC

(signed)

Luc Savard
President FECS

(signed)

Guyène Beaugé
Spokesperson

(signed)

Brent Tweddell
Spokesperson

FOR THE CREE SCHOOL BOARD

FOR THE ASSOCIATION DE L'ENSEIGNEMENT DU NOUVEAU-QUÉBEC

(signed)

Paul Gull
Chairman

(signed)

Ginette Savard
President

(signed)

Mathew Happyjack
Local Administrator of Education

(signed)

David Natawapineskum
Local Administrator of Education

(signed)

François Badin
Personnel Coordinator

FOR THE MINISTÈRE DE L'ÉDUCATION

(signed)

Thomas J. Hayden
Direction des relations
professionnelles