

Agreement pursuant to clause 2-2.03

The purpose of this agreement is to amend the entente concluded

between

**the Management Negotiating Committee for
English-language School Boards (CPNCA)**

and

**the Centrale des syndicats du Québec (CSQ)
represented by its bargaining agent,
the Fédération du personnel de soutien scolaire (FPSS),
on behalf of the school bus drivers
in the employ of the Eastern Townships School Board**

Subject: Amendments to clauses 5-1.08 to 5-1.11, clause 6-2.08 and Appendix 11 of the collective agreement (S13)

The parties agree as follows:

1- Clauses 5-1.08 to 5-1.11 are replaced by the following:

5-1.08

The board shall allow a bus driver to be absent without salary for one of the events prescribed in sections 79.8 to 79.12 of the Act respecting labour standards (R.S.Q., c. N-1.1) according to the terms and conditions prescribed in sections 79.13 to 79.16.

5-1.09

The bus driver must inform the board of the reasons for his or her absence as soon as possible and provide proof thereof.

5-1.10

During the leave without salary prescribed in clause 5-1.08, the bus driver shall accumulate his or her seniority and experience and shall continue to participate in the applicable basic health insurance plan by paying his or her share of the premiums. The bus driver may also continue to participate in the other complementary insurance plans that are applicable to him or her by submitting a request at the beginning of the leave and by paying all the premiums.

5-1.11

At the end of the leave without salary prescribed in clause 5-1.08, the bus driver may be reinstated in his or her position or, where applicable, a position that he or she would have obtained under the provisions of the agreement. In the case where the position was abolished or the bus driver was displaced, he or she shall be entitled to the benefits that he or she would have had had he or she been at work.

Moreover, the bus driver who returns from the leave without salary, but has no position shall resume the assignment that he or she had upon his or her departure, if the duration foreseen for the assignment extends after the end of the leave. If the assignment is completed, the bus driver shall be entitled to any other assignment according to the provisions of the agreement.

2- Clause 6-2.08 is replaced by the following:

6-2.08

Bus drivers who are employed by the board at the time of payment of the increase prescribed in the second paragraph of clauses 6-2.04, 6-2.05 and 6-2.06 and in the first paragraph of clause 6-2.07 shall receive a retroactive amount, if any, within sixty (60) days of the publication of the data prescribed in each of those clauses.

The board shall provide the union with a list of bus drivers whose employment ended between the beginning of the periods prescribed in clauses 6-2.04, 6-2.05 and 6-2.06 and in the first paragraph of clause 6-2.07 and the payment of the increase prescribed within one hundred and twenty (120) days of the date on which the payment is made.

To receive the amounts owing under the preceding paragraph, the bus driver must submit a written request to the board within one hundred and twenty (120) days of the date on which the union received the list. In the event of the bus driver's death, the request may be made by his or her beneficiaries.

The amounts owing under the preceding paragraph shall be paid within sixty (60) days of receiving the request.

3- Point 2 of article XI of Appendix 11 is replaced by the following:

- 2° However, if the maternity, paternity or adoption leave takes place before the leave is taken, the bus driver may terminate this contract and thus receive the salary that has not been paid (subparagraph B) of section V). The benefits provided for in article 5-4.00 shall be based on his or her regular salary.

IN WITNESS WHEREOF, the parties have signed in Montréal on this 17th day of September 2012.

**For the Management Negotiating
Committee for English-language
School Boards (CPNCA)**

**For the Centrale des syndicats du Québec
(CSQ) represented by its bargaining agent,
the Fédération du personnel de soutien
scolaire (FPSS)**

(signed) Anne-Marie Lepage

(signed) Diane Cinq-Mars

Anne-Marie Lepage
President, CPNCA

Diane Cinq-Mars
President, FPSS-CSQ

(signed) Éric Bergeron

(signed) Joanne Quévillon

Éric Bergeron
Vice-president, CPNCA

Joanne Quévillon
Vice-president, FPSS-CSQ

(signed) Marie-Claude Boudreault

Marie-Claude Boudreault
Negotiator, CPNCA

(signed) Melody Bell

(signed) Alain Gingras

Melody Bell
Negotiator, CPNCA

Alain Gingras
Spokesperson, FPSS-CSQ