

**Agreement pursuant to clause 2-2.04**

**The purpose of this agreement is to amend  
the collective agreement concluded**

**between**

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

**and**

**the Fédération des employées et employés de services publics Inc.  
(FEESP-CSN)  
on behalf of the unions of support staff of English-language school  
boards of Québec that it represents**

**Subject:** Changes to clauses 5-3.15 and 5-9.09

**WHEREAS** clause 5-9.09 of the 2010-2015 FEESP-CSN collective agreement (S18) concluded between the CPNCA (Committee) and the FEESP-CSN (Fédération) stipulates that the employee who has sustained an employment injury shall benefit, until the consolidation of the employment injury, from the waiver of his or her contributions to the health insurance plan;

**WHEREAS** section 1.10.1 of the group insurance policy concluded between the SSQ, the Société d'assurance-vie inc. as insurer and the parties represented on the Comité des assurances as policy holder, insurance policy no. H6999 (hereinafter called the "insurance policy") also provides for the waiver of a participant's premium payments, but only as of the first day of the first complete pay period for which he or she receives government salary insurance benefits in the second year;

**WHEREAS** the provisions of clause 5-9.09 of the S18 collective agreement are not reflected in section 1.10.1 of the insurance policy;

**WHEREAS** the willingness of the parties to settle any dispute amicably and out of court that exists or is likely to arise between the school boards and unions to which the CSN collective agreement (S18) applies without prejudice to or admission;

**THE PARTIES AGREE AS FOLLOWS:**

- 1) The preamble forms an integral part of this agreement.
- 2) The parties agree to sign the enclosed amendment and confirm having obtained, in accordance with clause 2-2.04 of the S18 collective agreement, the consent of the school boards and unions to which the collective agreement (S18) applies.
- 3) After becoming aware of a grievance prior to the amendment contesting the interpretation of clause 5-9.09 of the S18 collective agreement referred to in the "whereas" statements, the Fédération will ensure, at its expense, that the said grievance and any other grievance, if any, be withdrawn by the unions or employees who filed them.
- 4) This agreement is not to be construed as a precedent before any court whatsoever.

In accordance with clause 2-2.04, the signatory parties agree as follows:

**1) Replace clause 5-3.15 with the following:**

The committee shall determine the provisions of the basic health insurance plan and of the complementary plans and, if applicable, draw up a schedule of conditions and obtain one or more group insurance policies covering all the participants in the plans. To this end, the committee may request bids from all insurance companies with head offices located in the province of Québec or according to any other method that it determines. The policy must contain a specific provision with regard to the premium reduction which shall be allowed in the event that drugs prescribed by a physician are no longer considered admissible expenses under the basic health insurance plan.

In establishing and applying the basic health insurance plan and complementary plans prescribed herein, the parity insurance committee shall ensure that the content of the group insurance plans complies with the provisions of the agreement.

**2) Modify the second paragraph of clause 5-9.09 as follows:**

The employee who suffers an employment injury entitling him or her to an income replacement indemnity shall remain covered by the life insurance plan provided for in clause 5-3.22 and by the health insurance plan provided for in clause 5-3.24.

He or she shall also benefit until the consolidation of the employment injury from the waiver of his or her contributions to the pension plan (TPP, RREGOP, CSSP) without losing any rights. The provisions concerning the waiver of such contributions are an integral part of the pension plan provisions and the resulting costs shall be shared as is the case with any other benefit.

IN WITNESS WHEREOF, the parties have signed in Montréal on this 30<sup>th</sup> day of November 2015.

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

**For the Fédération des employées et  
employés de services publics Inc.  
(FEESP-CSN) on behalf of the unions of  
support staff of English-language school  
boards of Québec that it represents**

(signed) Joanne Simoneau-Polenz

(signed) Danielle Beaulieu

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Joanne Simoneau-Polenz  
President, CPNCA

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Danielle Beaulieu  
President  
Secteur scolaire FEESP (CSN)

(signed) Éric Bergeron

(signed) Louis Langlois

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Éric Bergeron  
Vice-president, CPNCA

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Louis Langlois  
Secretary General  
Secteur scolaire FEESP (CSN)

(signed) Marie-Claude Boudreault

(signed) Annie Charland

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Marie-Claude Boudreault  
Negotiator, CPNCA

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Annie Charland  
Vice-president–regions  
Secteur scolaire FEESP (CSN)

(signed) Stephanie Krenn

(signed) Debra Ruth-Anne Crawley-Ruzza

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Stephanie Krenn  
Spokesperson, CPNCA

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Debra Ruth-Anne Crawley-Ruzza  
Vice-president–information  
Secteur scolaire FEESP (CSN)

(signed) Robert St-Louis

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Robert St-Louis  
Vice-president–finance  
Secteur scolaire FEESP (CSN)

(signed) Franco Fiori

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Franco Fiori  
Spokesperson, FEESP (CSN)