

**MEMORANDUM OF AGREEMENT
"MoA"**

Between

**BOARD OF EDUCATION of SCHOOL DISTRICT NO. 46 (Sunshine Coast)
"Employer"**

And

**Canadian Union of Public Employees, Local 801
"Union"**

The parties to this Memorandum of Agreement (MoA) agree to recommend to their respective principals the ratification of a revised collective agreement incorporating the changes outlined below.

Continuing Provisions of the Current Collective Agreement

Except as provided by this MoA, the terms and conditions of the collective agreement between the Employer and the Union that expired on June 30, 2025, will be incorporated in their entirety into the revised collective agreement between the parties.

Effective Date

Unless otherwise specifically noted, all agreed changes to the collective agreement between the Employer and the Union shall take effect on the Parties duly ratifying this Memorandum of Agreement.

Changes to the Revised Collective Agreement

The July 1, 2022 – June 30, 2025, Collective Agreement will continue in force and effect until June 30, 2029, except as modified by the following:

Appendix A – 2025 Provincial Framework Agreement

Appendix B – Local Memorandum of Agreement between the Board of Education of School District 46 (Sunshine Coast) and the Canadian Union of Public Employees, Local 801, dated June 18, 2026 which sets out all other agreed changes to the Collective Agreement.

Ratification

This Memorandum of Agreement is subject to ratification by the Board of Education of School District No. 46 (Sunshine Coast), the British Columbia Public School Employers' Association, and the membership of CUPE Local 801.

AGREED June 18, 2026

CUPE Local 801

Board of Education of School District
No. 46 (Sunshine Coast)

Sharon McKinnis

Brock Mercer

Sarah McDonald

Don Brose

Audrey Bannister

Appendix A – Provincial Framework Agreement

Provincial Framework Agreement ("Framework")

between

BC Public School Employers' Association ("BCPSEA")

And

The K-12 Presidents' Council and Support Staff Unions ("the Unions")

BCPSEA and the Unions ("the Parties") agree to recommend the following framework for inclusion in the collective agreements between local Support Staff Unions who are members of the K-12 Presidents' Council and Boards of Education.

1. Term

July 1, 2025, to June 30, 2029

2. Wages Increases

General wage increases as follows:

July 1, 2025: 3%
July 1, 2026: 3%
July 1, 2027: 3%
July 1, 2028: 3%

3. Wage Increase Retroactivity

- a. Employees employed on the date of ratification who were employed on July 1, 2025, shall receive retroactive payment of wage increases to July 1, 2025.
- b. Employees hired after July 1, 2025, who were employed on the date of ratification, shall have their retro-active pay increase pro-rated from their date of hire to the date of ratification.
- c. Employees who retired between July 1, 2025, and the date of ratification, shall have their retro-active pay increase pro-rated from July 1, 2025, to date of retirement.

4. Local Bargaining - Ongoing Service & Learning Improvements

Annual ongoing funds will be provided to local bargaining tables to negotiate for ongoing service and learning improvements that have a direct or supporting

connection to student learning. Examples of ongoing service and learning improvements include but are not limited to:

- a) increased hours,
- b) increased FTEs,
- c) professional development.

The district and local must reach agreement on its use and implementation as part of their local discussions. Ongoing service and learning improvement money will not be used for general wage increases, labour market adjustments, or local job evaluation plans (note: it can be used for the Provincial Classification Support System plan).

The annual ongoing funds shall be as follows:

Year	Amount	District Minimum
July 1, 2027	\$7,950,000	\$30,000
July 1, 2028	\$7,950,000	\$30,000

This money will be prorated according to student FTE, provided that each district receives the minimum amount.

5. Labour Market Adjustments

Annual ongoing funds will be allocated for the local parties for labour market adjustments. A Labour Market Adjustment (LMA) will be defined as an allowance applied to specific positions where there is demonstrable evidence of recruitment or retention challenges, such as the inability to fill existing job postings, or the current wage of a position is less than comparators in the local community.

Labour market adjustments from these funds do not alter the established salary grid, job evaluation plan, or classification structure.

The following parameters will apply:

1. During the period of July 1, 2026, until June 30, 2029, the local parties who wish to access the LMA Fund must make application to demonstrate need, document rationale, and show applicable costing for any requested labour market adjustments. Application and documentation must be submitted to the provincial parties for confirmation of eligibility for the funding.
2. The provincial parties will each have a subject matter expert plus another appointed representative to review submissions jointly. An application may be accepted or denied based on the decision of the provincial parties. The subject matter experts and appointed representatives will develop the application and approval process within 6 months of the endorsement of the 2025-2029 Provincial Framework Agreement.

3. Approved LMAs will continue until June 30, 2029. Local parties will need to reapply for subsequent three-year periods if they view that the continuation of the LMA is warranted.
4. During the period of July 1, 2026, until June 30, 2029 (or during subsequent three-year periods), should the local parties determine there is not a need for labour market adjustments, or there is a balance remaining in their allocation, then the local table can choose to apply the remainder to the Provincial Classification Support System or increases to Education Assistant FTEs or hours.
5. If the subject matter experts and appointed representatives are unable to agree on an application, the matter shall be referred to the Provincial Labour Management Committee (PLMC). If the PLMC is unable to reach agreement, the matter shall be referred to the Provincial Dispute Resolution.

The ongoing annual funds shall be as follows and distributed to local parties based on support staff FTE:

Year	Amount
July 1, 2026	\$4,100,000

6. Provincial Labour Management Committee

The parties agree to maintain a Provincial Labour Management Committee (PLMC) to discuss and problem solve issues of mutual provincial interest, including issues referred from provincial committees established under this Framework Agreement. The purpose of the committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.

The PLMC shall not discuss local grievances or have the power to bind local parties to any decision or conclusion. This committee will not replace the existing local grievance/arbitration processes.

The parties agree that the PLMC will consist of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by the Support Staff Unions. Either provincial party may bring resource people as required, with advanced notice to the other party and at no added cost to the committee.

The PLMC will meet quarterly or as mutually agreed to for the life of the 2025 Framework Agreement and agree to include Workplace Health and Safety as a standing agenda item.

7. Support Staff Education Committee (SSEC)

Structure:

The committee shall comprise of not more than five (5) members appointed by CUPE and five (5) members appointed by BCPSEA. One of the CUPE appointees will be from the Non-CUPE Unions.

Either Party may bring resource people as required, with advanced notice to the other party. These resource people will be non-voting and at no added cost to the committee.

Mandate:

The mandate of the committee is to manage the distribution of education funds for the following:

- a) Implementation of best practices to integrate skill development for support staff employees with district goals and student needs;
- b) Developing and delivering education opportunities to enhance service delivery to students;
- c) Identifying, developing and delivering education opportunities to enhance and support employee health and safety, including non-violent crisis intervention;
- d) Enable the provision of education opportunities to enhance and support the understanding, recognition and reconciliation process with Indigenous Peoples;
- e) Enable the provision of education opportunities to enhance and support equity, diversity, and inclusion as well as cultural safety;
- f) Skills enhancement for support staff;
- g) EA curriculum module development and delivery;
- h) These funds shall not be used to pay for education that Districts are required to provide under Occupational Health and Safety Regulations.

Terms of Reference:

The SSEC shall update, not later than December 31, 2026, the terms of reference for the committee. If no such agreement can be reached the SSEC shall make recommendations to the Provincial Labour Management Committee (PLMC).

Funding:

The annual ongoing funding allocation to the SSEC of \$2,050,000 will continue.

8. Violence Prevention in the Workplace

1. The provincial parties will maintain the existing Violence Prevention Toolkit, to be shared annually and made available on an ongoing basis to boards of education and local support staff unions.

2. Annually, the employer and the local union(s) will provide and post a joint communication of their commitment to violence prevention in the workplace for all employees of the school district.
3. In September of each school year, the employer shall communicate to staff:
 - a. the location of violence prevention and response materials; and
 - b. the appropriate procedures and forms to complete in response to a violent incident or threat.
4. The employer will also share the information in 3.a. and 3.b. when onboarding new employees and in employee orientation packages.

9. Provincial Joint Health and Safety Taskforce

Provincial Joint Health and Safety Taskforce will remain active through the course of this agreement.

Structure: The Taskforce shall comprise not more than four (4) members appointed by CUPE and four (4) members appointed by BCPSEA. Each provincial party will consider the appointment of subject matter experts in occupational health and safety. Either provincial party may bring resource people as required, with advance notice to the other party. These resource people will be non-voting and at no cost to the taskforce.

The Provincial Health and Safety Taskforce will:

- a) Update Terms of Reference
- b) Provide joint communication providing an overview of:
 - Workplace Violence Prevention Resources
 - Best Practices for Individual Safe Work Instructions
 - WorkSafeBC Critical Incident Response Resources
- c) Upon enactment of new and/or revised occupational health and safety legislation on Violence in the Workplace the taskforce will provide a joint communication on changes to regulatory requirements to joint health and safety committees.

10. Critical Incident Support

Critical incident support shall be offered and, if accepted, provided to employees who have suffered a work-related, traumatic incident.

The Employer shall offer access to supports as follows:

1. In cases of a critical incident if the employee determines that they are unable to complete the remainder of their shift as a result of the impact

of the incident, they will inform their manager or administrator as applicable, and will be granted leave for the remainder of their shift, without penalty or loss of pay, provided they submit a WorkSafeBC claim.

2. The employer will initiate the employer's Critical Incident Response Team, if one exists, and immediately notify the local union(s) of the incident and the response. All reasonable efforts shall be made to make appropriate supports and resources available within forty-eight (48) hours or as soon as reasonably possible.
3. The employer will provide information related to external resource services such as Employee Family Assistance Program (EFAP) which may include Indigenous culturally appropriate supports, extended health benefits, and the WorkSafeBC Critical Incident Response Program.

11. Contracting Out

Upon request by the local union, a school district will provide an annual contracting out report (or a detailed excerpt from other reporting as applicable) detailing the contractors and/or vendors, services, and monies utilized to supplement any work regularly performed by members of the local union(s).

The School District and Local Union shall meet to review the report and discuss any questions the Local Union may have at the next labour management meeting.

12. Provincial Classification Support System

During the term of the 2025-2029 Provincial Framework Agreement the provincial parties agree to finalize the Provincial Classification Support System, formerly known as the Provincial Joint Job Evaluation Plan. To support this work, the provincial parties will each appoint two (2) subject matter experts for the Provincial Classification Support System working group.

1. Finalize the Provincial Classification Support System

The Provincial Classification Support System working group will complete the work below within eight (8) months after the endorsement by the provincial parties of the 2025- 2029 Provincial Framework Agreement:

- a) Finalize the standardized Provincial Classification Support System plan;
- b) Ensure that all provincial benchmarks have been rated using the finalized Provincial Classification Support System plan;
- c) Finalize the hierarchy of provincial benchmark positions;
- d) Review school district job hierarchies and produce a report comparing the existing job hierarchy to the new provincial hierarchy;

- e) Establish guidelines and template methodology to support local unions and school districts when determining local wage grids to align with the provincial hierarchy;
- f) Create a training plan and update Provincial Classification Support System training for local Joint Job Evaluation Committees;
- g) Finalize the Job Evaluation Tool (JET) database to be used to support the provincial classification process and as a resource for all school districts and local unions;
- h) Update Terms of Reference for Provincial Classification Support System working group to maintain the Provincial Classification Support System plan; and
- i) Develop a Provincial Classification Support System Maintenance plan.

2. Participation in the Provincial Classification Support System

Upon completion in the work of Section 1, school districts and local unions will have the ability to choose to use the Provincial Classification Support System. To assist with this decision, the Provincial Classification Support System working group will arrange information sessions on the Provincial Classification Support System.

3. Implementation of the Provincial Classification Support System

With the support and approval of the Provincial Classification Support System working group, the local unions and school districts that choose to use the Provincial Classification Support System will:

- a) Participate in training on the Provincial Classification Support System
- b) Work with the Provincial Classification Support System working group to validate the local job description matches to provincial benchmarks.
- c) Ensure all job matches are entered into JET.
- d) Determine their own revised wage grids within the available funding allocation in alignment with 1e) above.
- e) Enter into a mid-contract modification to update their local job evaluation collective agreement language and practices to reflect the adoption of the Provincial Classification Support System plan and Maintenance Plan.

4. Allocation of the Funds

The provincial parties will allocate existing one-time JE funds up to \$4.6 million to be accessed by the Provincial Classification Support System working group to implement the Provincial Classification Support System plan including engaging consultants and/or hiring staff as required.

Upon completion of the Provincial Classification Support System, the parties will allocate the remaining accumulated one-time JE funds as of June 30, 2025, on a support staff FTE basis to all locals and school districts to support job evaluation.

The ongoing \$4.4 million JE funds will continue to accumulate and then be distributed to school districts and locals by support staff FTE every four (4) years to support job evaluation with the first distribution taking place July 31, 2028.

13. Committee Funding

The \$150,000 of annual funding allocated for the purposes of the Support Staff Education Committee, the Provincial Labour Management Committee, the Provincial Joint Health and Safety Committee and Labour Market Adjustment work will continue.

The provincial parties will jointly determine the allocation of committee funding. The parties may determine that an allocation of this funding be provided for staffing requirements related to any work of the Committees.

14. Public Education Benefits Trust

a. PEBT Annual Funding Date:

The established ongoing annual funding payment of \$19,428,240 provided by the Ministry of Education and Childcare will continue to be made each April 1. This payment shall be made each April 1 of the calendar year to provide LTD and JEIS benefits in accordance with the Settlers Statement on Accepted and Policy Practices of the PEBT.

Effective July 1, 2025, an additional \$9,395,000 ongoing annual funding payment shall be provided by the Ministry of Education and Childcare to provide LTD and JEIS benefits in accordance with the Settlers Statement on Accepted and Policy Practices of the PEBT.

Effective July 1, 2026, an additional \$3,900,000 ongoing annual funding shall be provided by the Ministry of Education and Childcare plus a one-time amount of \$1,900,000 to provide LTD and JEIS benefits in accordance with the Settlers Statement on Accepted and Policy Practices of the PEBT.

Effective July 1, 2027, an additional one-time amount of \$4,000,000 funding shall be provided by the Ministry of Education and Childcare to provide LTD and JEIS benefits in accordance with the Settlers Statement on Accepted and Policy Practices of the PEBT.

Effective July 1, 2028, an additional \$700,000 ongoing annual funding shall be provided by the Ministry of Education and Childcare to provide LTD and JEIS benefits in accordance with the Settlers Statement on Accepted and Policy Practices of the PEBT.

b. The Parties agree that decisions of the Public Education Benefits Trust medical appeal panel are final and binding. The Parties further agree that

administrative review processes and the medical appeal panel will not be subject to the grievance procedure in each collective agreement.

- c. Sick leave and JEIS eligibility for sick leave or indemnity payments requires participation in the Joint Early Intervention Service (JEIS) according to the JEIS policies of the PEBT.
- d. The parties are committed to the long-term financial viability of the PEBT Core Long Term Disability (LTD) Plan.

In support of this objective, the parties recommend that the PEBT Board conduct a review of the current PEBT funding model for LTD, inclusive of the additional money provided within the 2025-2029 PFA, which analyzes the future financial obligations of the Core LTD Plan currently provided by the PEBT.

The Parties support the development of recommendations to government from the PEBT for a revised funding model which ensures the long-term financial viability of the LTD.

It is requested that recommendations from the PEBT be reviewed with the Settlers and subsequently presented to government by October 1, 2028.

15. Benefits

Effective July 1, 2028, provide \$6,000,000 as ongoing annual funding to improve benefits which may include counselling benefits under the Standardized Extended Health Plan, and other improvements to benefits.

A one-time joint committee of up to four (4) representatives appointed by BCPSEA and up to four (4) representatives appointed by support staff unions will determine the enhancements to be implemented.

Any residual from the benefits standardization will be allocated to the Support Staff Education Committee.

16. Child Care Consultation

- 1. Effective July 1, 2027, an employer who intends to operate a new internal child care program(s) or expand or extend current internal child care programming on school grounds or district properties will genuinely consult with the local union(s) prior to its implementation.
- 2. Genuine consultation must include disclosure to the local union(s) of:
 - a. The number of new child care spaces proposed;
 - b. Any facilities to be built or upgraded; and
 - c. The funds intended to be used and their origin

3. Where an employer is genuinely consulting with the local union(s), the unions will be provided twenty (20) working days to review disclosed information and provide a response.

17. Production of Local Collective Agreements

Production of local collective agreements agreed to subsequent to the conclusion of provincial negotiations and which incorporate this Provincial Framework shall be the decision of the local union and school district party to the agreement.

The party that produces the local collective agreement will provide the other party, BCPSEA and CUPE National with: a signed copy of the collective agreement in PDF format; a copy of the updated collective agreement in the current version of Microsoft Word; and the updated wage grid in the current version of Microsoft Excel.

Production of local collective agreements must be completed and signed within 120 days of ratification by the local parties.

18. Demographic, Classification and Wage Information

BCPSEA agrees to coordinate the accumulation and distribution of demographic, classification and wage data, as specified in the Letter of Understanding dated December 14, 2011, to CUPE on behalf of Boards of Education. The data currently housed in the Employment Data and Analysis Systems (EDAS) will be the source of the requested information.

19. Unpaid Work

In accordance with the *Employment Standards Act*, no employee shall be required or permitted to perform unpaid hours of work.

20. Provincial Framework Bargaining 2029

The Parties agree to amend and renew the December 14, 2011, Letter of Understanding for dedicated funding to the K-12 Presidents Council to facilitate the next round of provincial bargaining. \$250,000 will be allocated as of July 1, 2026.

The \$250,000 shall be established from the accrued balances in the SSEAC account(s) as follows:

- a) \$150,000 from the OHS Evaluation fund; and
- b) \$38,016 from the SSIRRE; and
- c) \$61,984 from the SSEC and PLMC operation fund.

21. Provincial Dispute Resolution

The provincial parties may mutually agree to refer a dispute under Provincial Framework Agreement to final and binding arbitration.

22. Funding the Agreement

Funding for the Provincial Framework Agreement will be included in operating grants to Boards of Education.

23. Employee Support Grant

The Parties agree to the principle that Support Staff union members who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout will be compensated in accordance with the letter of agreement in Appendix A.

24. Local Bargaining Timetable

The parties agree that local bargaining must be completed by January 15, 2027.

In a school district where the local parties have not reached an agreement by January 15, 2027, they will not be eligible for any supplemental money that has been negotiated to local parties by BCPSEA and the K-12 Presidents' Council under the new Provincial Framework Agreement, unless there is mutual agreement to extend the date at a specific local bargaining table by the provincial parties. The date will be extended when the local parties are engaged in mediation, or where circumstances beyond the parties' control (such as weather-related issues) prevent the parties from reaching agreement by January 15, 2027.

Dated this 11 day of April 2026.

The undersigned bargaining representatives agree to recommend this letter of understanding to their respective principals.

**K-12 Presidents' Council and
Support Staff Unions**

**BC Public School Employers'
Association**

Provincial Framework Agreement – Appendix A

Letter of Agreement ("Letter")

Between:

BC Public School Employers Association ("BCPSEA")

And:

The CUPE K - 12 Presidents' Council and Support Staff Unions ("the Unions")

Re: Employee Support Grant (ESG) after June 30, 2025

This Employee Support Grant (ESG) establishes a process under which employees covered by 2025-2029 collective agreements between Boards of Education and the Unions shall be entitled to recover wages lost as a result of legal strike activity by the BC Teachers' Federation ("BCTF") or lockout by BCPSEA after June 30, 2025.

1. The ESG will be available provided that a board and local union have a collective agreement which has been ratified by both parties
2. Employees are expected to attend their worksite if there is no lawful BCTF picket line.
3. Employees who have lost wages as a result of not crossing lawful picket lines during full days of a BCTF strike/BCPSEA lockout shall be compensated. This compensation shall be in accordance with the following:
 - a. In the event that employees are prevented from attending work due to a lawful picket line, employees will be paid for all scheduled hours that the employee would have otherwise worked but for the labour dispute. Their pay will be 75% of their base wage rate.
 - b. The residual 25% of the employees' base wage rate will be placed in a district fund to provide professional development to support staff employees. Funds will be dispersed by the district following agreement between the district and the local union.
4. Within forty-five (45) days of the conclusion of the labour dispute between BCPSEA and the BCTF, boards will reimburse each employee for all scheduled hours for which the employee has not otherwise been paid as a result of strike or lockout.
5. If the employee disputes a payment received from the board, the union may submit the dispute with particulars on the employee's behalf to a committee comprised of an equal number of representatives appointed by BCPSEA and the Unions.

6. If the joint committee is unable to resolve the employee's claim it will submit the dispute to a mutually agreed upon arbitrator who must resolve the dispute within ten (10) days of hearing the differences between the board and the union.

Original signed on 11 April, 2026 by:

BCPSEA
Justin Rempel

K-12 Presidents' Council

MOA - Appendix B

Local Memorandum of Agreement

The parties agree to the following changes to the July 1, 2022 – June 30, 2025, local Collective Agreement between the Board of Education of School District No. 46 (Sunshine Coast) and CUPE Local 801.

Each signed off item is attached for reference.

Article	Subject Matter	Date of Tentative Agreement
Appendix A	Provincial Framework Agreement	May 11, 2026
1.03	Definitions	May 11, 2026
3.01	Bargaining Unit	June 4, 2026
7.05	Hours of Work and Shifts	May 11, 2026
7.15	Hours of Work and Shifts	May 11, 2026
8.11	Discretionary Leave	June 4, 2026
10.03 (b)	Employee Medical and Dental Benefits	June 17, 2026
10.19	First Aid Recertification Reimbursement	June 17, 2026
11.04 (d)	Employee Safety	June 17, 2026
11.04(f)	NEW Employee Safety	May 11, 2026
11.04 (g)	NEW Employee Safety	June 17, 2026
11.05	Occupational Health and Safety Committee	May 11, 2026
14.11	Elementary School Clothing Allowance for Outdoor Wear	June 17, 2026
14.12	Homework Club	June 17, 2026
14.13	Elementary School Clerical Trainer/Mentor	June 17, 2026
14.14	Education Assistant Trainer/Mentor	June 17, 2026
15.05	Role of Seniority in Promotions and Transfers	May 11, 2026
15.09	Seniority	May 11, 2026
15.10	Trial Period	June 4, 2026
19.02	Supplemental Vacation	June 4, 2026
LOU	Provincial Classification Support System	June 17, 2026
Housekeeping		May 11, 2026
Appendix D	First Aid Attendants	June 17, 2026

MoA: Appendix B – Local Memorandum of Agreement

Agreed June 18, 2026

CUPE Local 801

Board of Education of School District
No. 46 (Sunshine Coast)

Starr McLean

Brooks Munro

Lori McDonald

Den Brose

Andrew Smith

NOTE: All changes to the collective agreement are shown in **bold**. Any language removed from the collective agreement is shown as ~~struck through~~.

The following clauses/articles have been reviewed by both parties and are agreed to. Once the collective agreement has been finalized, these clauses/articles will form part of the new collective agreement.

Provincial Framework

The parties agree that the Provincial Framework Agreement between BC Public Sector Employers Association and the K-12 Presidents' Council and Support Staff Unions, dated April 16, 2026 be ratified as part of the renewal of the collective agreement. The new PFA as Appendix B of the Collective Agreement to replace previous PFA therein.

1.03 (a) "New Employee" means an employee serving ~~an initial~~ probationary period of three (3) calendar months from the date of hire to determine suitability for employment in the position for which the employee has been hire.

ARTICLE 3. RECOGNITION OF THE UNION

3.01 Bargaining Unit

- (a) The Employer recognizes the Canadian Union of Public Employees, Local No. 801, as the sole and exclusive collective bargaining agency for all employees affected by this agreement and for whom the Union has been certified, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

Notwithstanding the foregoing, the following positions are excluded from the bargaining unit:

- Superintendent
- **Assistant Superintendent**
- Director of Instruction
- Secretary-Treasurer
- **Director of Human Resources**
- Manager of Finance
- **Manager of Facilities and Transportation**
- **Manager of Information Technology**
- Manager of Human Resources
- **Assistant Manager of Facilities and Transportation**
- **Human Resources Officer (Staffing)**
- Human Resources Assistant
- **Feeding Futures Manager**

- Payroll Administrator
- Financial Analyst
- Executive Assistants to the Superintendent and Secretary-Treasurer ~~and~~
- **Administrative Assistants (Confidential Secretary) to the Assistant Superintendent and the Director of Instruction**

ARTICLE 7. HOURS OF WORK AND SHIFTS

7.05 Afternoon Shift shall be eight (8) consecutive hours, excluding one-half (1/2) hour for mealtime, commencing at ~~twelve p.m. (12:00 p.m.)~~ **eleven a.m. (11:00 a.m.)** and completed by twelve o'clock (12:00 a.m.) midnight Monday to Friday, inclusive, except in cases mutually agreed upon between the School Board and the Union.

7.15 (a) Any employee reporting for work for a scheduled shift shall be paid at their regular rate of pay for the entire period of work with a minimum of two (2) hours' pay if they do not commence work and a minimum of four (4) hours' pay if the employee does commence work.

(b) Exemptions from the four (4) hour minimum are:

- (i) Supervision Assistant I;
- (ii) Crossing Guards;
- ~~(iii) small schools with fewer than 75 students, in which case a two (2) hour minimum will apply;~~
- (iv) other positions by mutual agreement.

ARTICLE 8. LEAVE OF ABSENCE

8.11 Discretionary Leave

Upon written application to the Employer, and providing a satisfactory replacement is available, if required, on (1) days' discretionary leave per budget year with pay shall be granted to each employee who has accumulated two (2) years seniority with the Board. **The paid hours for the discretionary day shall be equal to the hours for which the employee is scheduled.**

ARTICLE 10 EMPLOYEE BENEFITS

10.03 Employee Medical and Dental Benefits

Add the following sentence as a new third sentence in article 10.03 (b) [in respect of the dental plan]:

(b) Effective July 1, 2028, the Employer shall pay the premium costs for all regular employees.

[The remainder of article remains unchanged, including the provision that employees working less than half-time pay pro-rated premiums.]

10.19 First Aid Recertification Reimbursement

Effective July 1, 2020, the Employer agrees to reimburse temporary and regular employees up to \$100.00 for an approved first aid recertification course if required by the Employer. **Effective July 1, 2028, the Employer agrees to reimburse temporary and regular employees up to \$136.50 for an approved first aid recertification course if required by the Employer.**

ARTICLE 11 HEALTH AND SAFETY

11.04 Employee Safety

(d) Each calendar year, maintenance and custodial staff shall, upon presentation of a receipt, be provided with a \$100.00 refund for the purchase of safety footwear. **Effective January 1, 2028, this amount will increase to \$150.00.**

NEW (proposed 11.04 (f))

Work shall be conducted where temperature, ventilation, lighting, humidity, sound level and other physical conditions are in accordance with WorkSafeBC regulations and policies.

NEW (proposed 11.04 (g))

Safe Work Plans

Where the Employer determines that a safe work plan is required, the Employer will, where practicable, seek input from employees assigned to directly work with the student on a regular basis in the development and/or revision of the applicable safe work plan.

Employees assigned to directly work with a student with a safe work plan, and who are required to implement the safe work plan, will be provided with access to the safe work plan to review and follow, subject to applicable privacy requirements.

NOTE: The language above regarding Safe Work Plans is effective September 2026

NEW (proposed 11.05)

In addition to the Site Health and Safety Committees which are the joint health and safety committees established under the Workers Compensation Act, the employer will establish a District Health and Safety Committee (the Committee).

- a) The total number of members on the Committee shall be established by the employer. At least half of the members of the Committee shall be worker**

representatives selected by the two local unions representing the employees in the District, with each of the two unions having an equal number of members on the Committee. The remaining members of the Committee shall be representatives of the employer. The Committee shall have two co-chairs, one selected by the worker representatives and one selected by the employer representatives.

- b) The Committee shall meet as required (not to exceed a total of 10 hours per school year) and shall establish its own rules of procedure with respect to the conduct of meetings.**
- c) While the employer is ultimately responsible for overall safety at the workplace, the Committee is responsible for identifying health and safety trends and recommending solutions to the employer.**
- d) Staff should first bring forward issues of health and safety to the School Administrative Officer and the Site Health and Safety Committee and then to the District Health and Safety Committee, as appropriate, before approaching an outside regulatory agency.**

ARTICLE 14 GENERAL PROVISIONS

NEW (tentatively 14.11):

Elementary School Clothing Allowance for Outdoor Wear

Effective July 1, 2027, each school year, elementary school Education Assistants, Early Childhood Educators and Supervision Assistants shall, upon presentation of a receipt, be provided with a \$65.00 refund for the purchase of outdoor wear, including waterproof jackets and footwear. Effective July 1, 2028, this amount will increase to \$115.00.

NEW (tentatively 14.12):

Homework Club

Effective July 1, 2027, a Homework Club will be operated two (2) days per week during the school year, at Elphinstone and Chatelech secondary schools, each staffed with one Education Assistant for one hour per day. Effective July 1, 2028, the number of days each week during the school year at each of the two schools will increase from two (2) to four (4) days.

NEW (tentatively 14.13):

Elementary School Clerical Trainer/Mentor

Effective July 1, 2027, there will be an Elementary School Clerical position to assist with and provide training for, and mentoring of, school secretarial/clerical staff. This position will be paid at the Elementary Administrative Assistant 2 salary rate, plus an allowance of \$3.00 per hour while in the role. During the school year there will be an average of two (2) days or fourteen (14) hours per week provided for this position. Subject to availability of casual staff, staff will be backfilled while in this position. With the agreement of the parties, this position may be split between two persons.

To be considered for this position, employees must have at least two years of experience as an Administrative Assistant in schools in the District. In filling this position, the required knowledge, ability and skills (including the ability and skills to train and/or mentor staff) shall be the primary consideration, and where two (2) or more persons have the required knowledge, ability and skills (including the ability and skills to train and/or mentor staff) then the length of service with the Employer in clerical positions will be the determining factor.

NEW (tentatively 14.14):

Education Assistant Trainer/Mentor

Effective July 1, 2028, there will be an Education Assistant Trainer/Mentor position to assist with and provide training for, and mentoring of, Education Assistants. This position will be paid at the Education Assistant salary rate, plus an allowance of \$3.00 per hour while in the role. During the school year there will be an average of two (2) days or twelve (12) hours per week provided for this position. Subject to availability of casual staff, staff will be backfilled while in this position. With the agreement of the parties, this position may be split between two persons.

To be considered for this position, employees must have at least two years of experience as an Education Assistant in schools in the District. In filling this position, the required knowledge, ability and skills (including the ability and skills to train and/or mentor staff) shall be the primary consideration, and where two (2) or more persons have the required knowledge, ability and skills (including the ability and skills to train and/or mentor staff) then the length of service with the Employer in Education Assistant positions will be the determining factor.

ARTICLE 15 SENIORITY

15.05 Role of Seniority in Promotions and Transfers

The parties agree to the principle of promotion from within the service of the Employer and that job opportunity should increase in proportion to length of service. Seniority is accumulated on only one (1) list at any one time. Priority is given to names on List 1, List

2, and then those serving a probationary period. In the event that a position is filled by an employee serving a probationary period, then that probationary period shall start again upon the assumption of the new position. The vacancy created by the transfer of this probationary employee does not require reposting. **This does not apply to employees awarded positions within the same classification.**

15.09 Method of Making Appointments in Promotions and Transfers

(b) Appointments from within the bargaining unit shall be made within ~~three (3)~~ **two (2)** weeks of posting **closing**. The employees shall retain the right of appeal under the grievance procedure contained in this agreement.

15.10 Trial Period

- (a) An employee who is promoted or transferred pursuant to Article 15.09 shall be placed on trial for a period of two (2) calendar months. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) calendar months. In the event the successful applicant cannot satisfactorily perform the specified duties of the new job classification, or if the employee wished to return to their former position, they shall then return to their former position and wage or salary rate without loss of seniority.
- (b) **Revert Back:**
An employee who transfers to another location in the same classification pursuant to Article 15.09 shall not be required to serve a trial period, but may revert back to their former position within ~~ten~~ **five (40 5)** working days of the transfer.
- (c) During the time an employee is serving a trial period and the revert back period in 15.10 (a) or the revert back period in (b) above, their former position shall be filled by a temporary employee. If the temporary employee is accepted for the permanent posted position, then the temporary period will count towards the trial period or probationary period.
- (d) Regular employees who transfer to positions made available by augmenting the regular staff or by a special project of limited duration shall, upon completion of said assignment, be returned to their former position without loss of seniority and scheduled rate of pay.
- (e) Temporary employees employed to fill those positions made available by the reassigning of regular employee positions shall be laid off. Employees laid off shall retain their seniority as provided in Article 15.03.

ARTICLE 19. ANNUAL VACATIONS

19.02 Supplemental Vacation

Definition of 'Service': For the purposes of 19.04 service, for regular employees whose seniority date on Seniority List 1 is on or after November 1, 2010, shall mean seniority on Seniority List 1 pursuant to Article 15.02(a), and periods spent in Temporary posted positions not already included in the calculation of seniority on Seniority List 1.

Employees shall receive one (1) week supplemental vacation every five (5) years commencing on the anniversary of their tenth (10th) year of service; such vacation to be taken at a time mutually agreeable to employee and supervisor and within the five (5) year time period.

Review all LOUs, and Appendices

No changes proposed

Housekeeping:

1. Amend Article 4.02 (b) as follows:

The Union will supply the Employer with copies of the ~~current collective agreement~~, dues check-off authorization form, initiation fee requirement, and bylaws which are to be given to each new employee. **The Employer will provide copies of the current collective agreement which are to be given to each new employee and provide printed copies at each work site.**

2. Article 6.01 (b)ii ~~Assistant~~ Superintendent

AGREED provided the language is congruent with the rest of the article, below:

"Superintendent's ~~Office~~, or designate"

3. Article 7.15 (b) change "Supervision Assistant I" to "Supervision Assistants"

4. Remove Article 10.10 and renumber remaining – already captured in Article 10.07

5. Add Truth and Reconciliation Day to Article 20.01

6. Remove periods from C.U.P.E. and B.C.

7. Article 10.02 – re-letter d (there are currently two 'd's)

8. Change "Board" to "Employer" and "CUPE Local 801" to "the Union" throughout the agreement

9. Article 10.15 "...shall be paid to employees of the Employer..."

10. Article 11.04 remove d – the new language is e

11. Article 13.01.b. change "tradesmen" to "tradespersons"

12. Article 14.08.b. change "statue" to "statute"

13. Article 15.04.b.i. They are discharged for just cause and ~~is~~ are not reinstated.

14. Change Aboriginal Support Worker to Indigenous Support Worker throughout the Collective Agreement

- AGREED to the changes in this job/position title
15. Remove old language (from 2019 collective agreement) "As provided for in the 2019-2022..."
- AGREED – remove that phrase and the old language that proceeds it (that was replaced) in Articles: 7.09 (c); 7.10; 8.06 (c); 11.04 re (d); and 19.09 (a) and (b)
16. Any grammar/spelling changes throughout the collective agreement
17. Update dates in Article 22 Terms of Agreement
- AGREED (to reflect a 4-year term consistent with that of the new PFA)
18. Remove Education Assistant 1 from the collective agreement and change all references to Education Assistant 2 to Education Assistant.

APPENDIX D

The following sentence be added to the existing language in part 4 of the Appendix D:

Effective July 1, 2028, the allowances will be adjusted as follows:

- **Occupational First Aid Level 1: \$836.50 per year**
- **Occupational First Aid Level 2: \$1,254.60 per year**
- **Occupational First Aid Level 3: \$1,672.60 per year**

Increases beyond July 1, 2028 shall be consistent with the adjustments to these allowance rates as provided for in the collective agreement with the SCTA to keep the allowances consistent on an ongoing basis.

LOU #3- NEW

LETTER OF UNDERSTANDING

Between

The Board of Education of School District No. 46 (Sunshine Coast)
(the "Employer")

And

CUPE, Local 801
(the "Union")

Subject: Adoption of the Provincial Classification Support System (PCSS)

1. Purpose

The purpose of this LOU is to confirm the mutual agreement of the parties to review the finalized PCSS plan documents for adoption and implementation as

the job evaluation and classification framework for positions within the bargaining unit once the PCSS Working Group has completed the work outlined in the 2025-2029 Provincial Framework Agreement #12 Provincial Classification Support System. Should the parties agree to adopt and implement, the following clauses shall apply.

After review, should the parties agree to not adopt and implement the PCSS, the parties will allocate the Labour Market Adjustment Funding amount of \$93,429 as set out in Section 6 of this LOU, to be applied to additional Education Assistant FTE, as provided in Item 5 of the Provincial Framework Agreement dated April 11, 2026.

After review, should the parties agree to not adopt and implement the PCSS, the parties will allocate the previously agreed to amount of \$46,785 (as of July 1, 2027) and \$93,426 (as of July 1, 2028) as set out in Section 7 of this LOU, to be applied to the eight (8) items listed in the chart in that section, as provided in Item 4 of the Provincial Framework Agreement dated April 11, 2026.

2. Mid-Contract Modification

If the parties agree to implement the PCSS after ratification and signing of the 2025-2029 collective agreement, the parties agree that the adoption of the PCSS will result in a mid-contract modification to the current Collective Agreement. Accordingly, the parties agree to:

- Remove any and all existing local job evaluation, classification, or related language contained in the Collective Agreement; and
- Replace such provisions in their entirety with the PCSS Maintenance Agreement, which will govern classification, evaluation, and maintenance processes moving forward.

3. Application of PCSS Maintenance Agreement

The parties agree that the PCSS Maintenance Agreement shall:

- Apply to all classifications within the bargaining unit;
- Establish the process for ongoing maintenance, review, and adjudication of classification matters; and
- Supersede any previous local practices or provisions related to job evaluation or classification.

4. Effective Date

Adoption of the PCSS shall take effect on a date to be agreed upon by the parties pursuant to sections 1 and 2 above.

5. Implementation

The parties agree to work collaboratively to ensure a smooth transition to the PCSS, including:

- Communication with affected employees;
- Training or orientation as required; and
- Timely conversion of existing classifications into the PCSS framework.

Pending a transition to the PCSS, the parties agree to continue the current job evaluation process for positions that have not yet been rated.

6. PCSS Funding – Labour Market Adjustments and One-Time Job Evaluation Financial Allocation

The parties agree to allocate \$195,215 from:

- a. the school district's financial allocation as per the 2025-2029 Provincial Framework Agreement #5 Labour Market Adjustments to the PCSS. For clarity, the school district's allocation is provided in three (3) annual amounts of \$31,143 beginning July 1, 2026, for a total of \$93,429 over the term of the agreement.
- b. the school district's one time job evaluation financial allocation distributed on July 31, 2028, as per the 2025-2029 Provincial Framework Agreement #12.4 Provincial Classification Support System to the PCSS. (\$101,786)

This money shall be applied to the implementation of the PCSS. The application of the money shall be used as follows:

- a) wage adjustments resulting from implementation of the PCSS banding.
- b) retroactive payments for the implementation of the PCSS to the Effective Date or as otherwise mutually agreed between the parties.
- c) school district committee work required to implement the PCSS.
- d) training for school district committee members on PCSS.

7. PCSS Funding - Local Table Funding and Reversion of Cost-Impacted Language

The parties may, by mutual agreement, re-allocate any or all of the local table settlement funding to support implementation of PCSS. (\$46,785 as of July 1, 2027 and \$93,426 as of July 1, 2028). For clarity, the local table settlement items are listed below:

Article/Proposal	Description	July 1, 2027	July 1, 2028
Article 11.04 (d)	Safety Footwear	\$1,900	\$1,900

Proposal #1	Elementary EA Outdoor Wear	\$5,005	\$8,855
Proposal #2	Homework Club	\$8,014	\$16,692
Proposal #3	Clerical Trainer	\$31,776	\$32,658
Proposal #4	EA Trainer/Mentor		\$26,989
Article 10.19	First Aid Recertification		\$1,460
LOU Appendix D	First Aid Allowance		\$1,992
Article 10.03 (b)	Dental Plan Threshold		\$2,880
Total		\$46,785	\$93,426

Where the parties mutually agree to allocate local table settlement funding for this purpose, the parties will use the estimated costs set out above and identify any corresponding cost-impacted local language changes that are to be withdrawn or reverted to the language in effect immediately prior to the local settlement. Any such re-allocation and reversion will be confirmed in writing by the parties.

This money shall be applied to the implementation of the PCSS. The application of the money shall be used as follows:

- a) wage adjustments resulting from implementation of the PCSS banding.
- b) retroactive payments for the implementation of the PCSS to the Effective Date or as otherwise mutually agreed between the parties.
- c) school district committee work required to implement the PCSS.
- d) training for school district committee members on PCSS.

8. Duration

This LOU shall remain in effect for the duration of the current Collective Agreement and thereafter until amended or replaced by mutual agreement of the parties.

Agreed to this ____ day of _____, 2026

**For The Board of Education of
School District No. 46 (Sunshine
Coast):**

Name:

Title:

For CUPE, Local 801:

Name:

Title:

MELDING CHECKLIST

Please refer to the Melding Checklist below to ensure melding occurs successfully and that all Parties are clear on the intent of the agreed-to bargained changes.

- Ensure all Parties sign the Memorandum of Agreement (MoA)
- Make a list of all signed off items which include:
 - Sign-off number
 - Article number
 - Item description
- Attach each individual signed off item in the following manner:
 - ensure original 2022-2025 Collective Agreement language is ~~crossed-out~~ and new language **bolded**.
 - Ensure each signed off article is signed by both Parties

COPE491