

## **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:

<b>Year</b>	<b>Amount</b>
<b>July 1, 2026</b>	<b>\$4,100,000</b>

## **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 \_\_\_\_ day of April, 2026.

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



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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 \_\_\_\_ April, 2026 by:

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BCPSEA  
Justin Rempel

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K-12 Presidents' Council