PUBLIC EDUCATION BENEFITS TRUST FUND

TRUST AGREEMENT

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THIS TRUST AGREEMENT is made and incorporates all amendments made up to and including the 24th day of November 2026.

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES

on behalf of its Local Unions Listed in Schedule A

("**CUPE**")

- and -

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

(the "**BCPSEA**").

WHEREAS:

A. Various local unions of CUPE are trade unions and certified bargaining agents under the *Labour Relations Code*, R.S.B.C. 1996, c. 244 ("**LRC**") for the support staff employed by the employers described in, and listed in the schedule attached to, the *Public Education Support Staff Collective Bargaining Assistance Act*, S.B.C. 2000, c. 2 as at July 30, 2000 ("**Bill 7**");

B. BCPSEA is the employers' association established for Boards of Education pursuant to s. 6 of the *Public Sector Employers Act*, R.S.B.C. 1996, c. 384 ("**PSEA**");

C. Pursuant to s. 4 of the *Public Education Labour Relations Act*, R.S.B.C. 1996, c. 382 ("**PELRA**"), BCPSEA, as the employers' association established for boards of school trustees under the PSEA, is deemed to be the accredited bargaining agent for every board of school trustees in British Columbia and through its By-laws has delegated authority for support staff collective bargaining to individual Boards of Education;

D. CUPE, BCPSEA and the Province of British Columbia entered into discussions to conclude a Public Sector Accord on K-12 Support Staff Issues (the "**Accord**") which, among other things, addressed the establishment of a jointly trusteed benefits trust to provide health and welfare benefits to certain employees in the K-12 education sector;

E. CUPE, BCPSEA and the Province of British Columbia were unable to agree upon all of the terms of the Accord;

F. Pursuant to s. 79 of the LRC and s. 4 of Bill 7, on April 3, 2000 the British Columbia Minister of Labour appointed an industrial inquiry commission, referred to as "Commission #2" (the "**Commission**"), to assist certain Boards of Education and certain CUPE locals to conclude outstanding collective bargaining disputes and certain issues identified to the Minister of Labour by the Chief Public Sector Accord Negotiator as collective agreement issues;

G. Pursuant to s. 5 of Bill 7, the Commission issued reports dated May 30, 2000 and June 7, 2000 to BCPSEA and certain member Boards of Education and to CUPE and certain CUPE locals containing the Commission's decision for settlement of the outstanding collective bargaining disputes, including certain outstanding issues relating to the jointly trusteed benefits trust (collectively, the "**Commission Decisions**");

H. At the request of the parties, the Commission issued further recommendations dated March 21, 2001 to BCPSEA and CUPE regarding certain outstanding issues relating to the jointly trusteed benefits trust (the "**Commission Recommendations**"), which recommendations were accepted by both CUPE and BCPSEA;

I. Pursuant to ss. 6 and 7 of Bill 7, the decision of the Commission, as contained in the Commission Decisions and Recommendations (collectively, the "**Commission Reports**"), on the collective bargaining disputes is binding on the affected Boards of Education and CUPE locals, except insofar as the parties agree to vary it;

J. The CUPE locals and Boards of Education who are subject to the Commission Reports are parties to collective agreements that require the provision of health and welfare benefits to certain unionized support staff employees and, as a consequence of the Commission Reports, such benefits must be provided through a jointly trusteed benefits trust in the manner described in the Commission Reports;

K. Boards of Education who are not subject to the Commission Reports and such other employers as may be approved from time to time by the trustees of the jointly trusteed benefits trust may wish to participate in the jointly trusteed benefits trust established pursuant to this Agreement, and it is desirable to establish the terms and conditions upon which they may do so;

L. CUPE and BCPSEA wish to enter into this Agreement for the purposes of establishing the jointly trusteed benefits trust and documenting the terms and conditions upon which the parties will participate in that trust;

M. BCPSEA, certain Boards of Education not subject to the Commission Reports and certain Support Staff Unions, entered a letter of understanding for a term of July 1, 2006 to June 30, 2010 (the "LOU") pursuant to which the Boards of Education who are signatories to the LOU agreed to become Compulsory Employers for the purposes of this Agreement in respect of their employees in the bargaining units represented by the Support Staff Unions who are signatories to the LOU;

N. Government has agreed to provide additional funding under the LOU;

O. The Settlors entered a restated Agreement to effect the necessary amendments to convert the Public Education Benefits Trust to an employee life and health trust effective the 26th day of September, 2022;

P. The Settlors have entered this restated Agreement as of the day and year above written to effect mutually agreed upon amendments to section 7.13 (c).

NOW THEREFORE CUPE and BCPSEA hereby agree as follows:

SECTION 1
DEFINITIONS AND INTERPRETATION

1.01. **Definitions**. In this Agreement, terms having a prescribed meaning in subsection 1.01 of the Trust Agreement when used herein, shall have the same meaning as prescribed by the Trust Agreement.

"**Accord**" means the document described in Recitals D and E.

"**Actuary**" means the person, corporation or firm appointed by the Board to be the actuary of the Plan, who shall be, or in the case of a firm or corporation, a member of the staff shall be, a fellow of the Canadian Institute of Actuaries.

"**Agreement**" means this joint trust agreement, including any amendments or modifications thereto.

"**BCPSEA**" means the British Columbia Public School Employers' Association, an employers' association established under s. 6 of the PSEA for boards of school trustees and incorporated as a society under the Society Act.

"**Benefits**" means Designated Employee Benefits including, without limitation:

(i) natural or accidental death benefits;

(ii) disability or dismemberment benefits;

(iii) short or long term disability benefits;

(iv) early return to work benefits; or

(v) hospital, surgical, medical, dental, eye glass, pharmaceutical, anesthetic, diagnostic, or other private health service benefits.

"**Benefits Consultant**" means the person, corporation or firm appointed by the Board to be the benefits consultant of the Plan, who may but is not required to be an actuary.

"**Bill 7**" means the *Public Education Support Staff Collective Bargaining Assistance Act*, S.B.C. 2000, c. 2, as at July 30, 2000.

"**Board**" **or** "**Board of Trustees**" means the "Board of Trustees of the Public Education Benefits Trust Fund" constituted under this Agreement, which board shall consist of the individuals appointed from time to time to act as Trustees in accordance with the terms of this Agreement.

"**Board of Education**" means a board of school trustees of a school district, as those terms are defined in the School Act.

"**British Columbia**" means the Province of British Columbia.

"**Chair**" means the Chair of the Board described in Subsection 8.15.

"**Collective Agreement**" means a written collective agreement between a Participating Employer and a trade union (or local of a trade union) which, among other things, requires the provision of Other Benefits to members of that trade union (or local of the trade union) together with any and all amendments and supplements thereto and renewals and modifications thereof.

"**Commission**" means the industrial inquiry commission appointed by the Minister of Labour on April 3, 2000 pursuant to s. 4(1) of Bill 7, and known as "Commission #2".

"**Commission Decisions**" means the reports issued by the Commission dated May 30, 2000 and June 7, 2000 to BCPSEA, and certain member school districts, and to CUPE, and certain CUPE locals, containing the Commission's decision for settlement of the outstanding collective bargaining issues including certain outstanding issues relating to the establishment and provisions of this Agreement.

"**Commission Recommendations**" means the recommendations issued, at the request of CUPE and BCPSEA, by the Commission dated March 21, 2001 to BCPSEA and CUPE

regarding certain outstanding issues relating to the establishment and provisions of this Agreement.

"**Commission Reports**" means, collectively, the Commission Decisions and the Commission Recommendations.

"**Compulsory Employer**" means a Board of Education whose participation in this jointly trusteed benefits trust is mandatory pursuant to the Commission Reports or the LOU, as more particularly described in Schedule B attached hereto.

"**Contributions**" means such sums of money as the Board may prescribe from time to time to be paid by a Member or a Participating Employer in respect of a Member employed by that Participating Employer to provide Benefits (other than Core LTD Benefits) under the Plan to that Member.

"**Core LTD Benefits**" means long term disability benefits payable under the Core LTD Program.

"Core LTD Contributions" means such sums of money as are prescribed by this Trust Agreement to be paid by the Participating Employer in respect of Members employed by that Participating Employer to provide Core LTD Benefits under the Plan.

"**Core LTD Program**" means the long term disability benefit program described in Subsection 4.03.

"**CUPE**" means the Canadian Union of Public Employees.

"**Designated Employee Benefits**" has the same meaning as provided for in the ELHT Rules.

"**Early Return to Work Program**" means the early return to work program described in Subsection 5.02.

"**ELHT**" means an employee life and health trust which meets the requirements to qualify as such under the ELHT Rules.

"**ELHT Rules**" means the provisions of section 144.1 of the *Income Tax Act* Canada which prescribe the conditions required to qualify as an ELHT.

"**Eligibility Requirements**" means such rules, regulations and procedures established by the Trustees for determining a Member's eligibility for, and continued receipt of, Benefits under the Plan, which rules, regulations and procedures must be consistent with the applicable Collective Agreement(s), all as set out in or pursuant to the Plan Text.

"**Employer Trustee**" means a Trustee appointed by BCPSEA pursuant to Section 8 of this Agreement.

"Government LTD Funding" means the funds provided by British Columbia in satisfaction of the obligation of Participating Employers to make Core LTD Contributions as described in Subsection 4.02.

"**Insurance Company**" means a company authorized to carry on life insurance business in Canada.

"LOU" means that certain letter of understanding between BCPSEA, the Boards of Education who are signatories thereto and the Support Staff Unions who are signatories thereto for the term of July 1, 2006 to June 30, 2010.

"**LRC**" means the *Labour Relations Code*, R.S.B.C. 1996, c. 244.

"**Member**" means:

(i) an employee of a Compulsory Employer who is a member of CUPE; or

(ii) as more fully provided in Subsection 3.02, an employee of a Permitted Employer who is part of a category of employees described in that Permitted Employer's Participation Agreement as being eligible to receive Benefits from the Plan,

or a person who has ceased to be either (i) or (ii) but who remains eligible for Benefits under the terms of the Plan Text.

"**Member Trustee**" means a Trustee appointed by CUPE pursuant to Section 8.

"**Non-Bargaining Unit Employee**" means an employee of a Board of Education that is not a member of a Support Staff Union.

"**Other Benefits**" means the Benefits provided under the Plan other than Core LTD Benefits, but including the Other LTD Benefits.

"**Other LTD Benefits**" means long term disability benefits payable under the Other LTD Benefits Program.

"**Other LTD Benefits Program**" means the long term disability benefits program described in Subsection 4.05.

"**Participating Employer**" means a Compulsory Employer who participates in the Plan in the manner described in Subsection 3.01, or a Permitted Employer who participates in the Plan in the manner described in Subsection 3.02.

"**Participating Trade Union**" means a trade union (or a local of a trade union) that is bound by a collective agreement with a Participating Employer whose employees are or may become entitled to Benefits under the Plan.

"**Participation Agreement**" means the form of agreement between the Board and a Permitted Employer described in Subsection 3.02.

"**PELRA**" means the *Public Education Labour Relations Act*, R.S.B.C. 1996, c. 382.

"**Permitted Employer**" means an employer described in Subsection 3.02.

"**Plan**" means the health and welfare benefits plan funded out of the Trust Fund, the terms of which plan are set out in this Agreement and the Plan Text. The formal name of the plan is "The Public Education Benefits Plan".

"**Plan Text**" means the plan text adopted by the Board pursuant to Section 6.

"**PSEA**" means the *Public Sector* Employers *Act*, R.S.B.C. 1996, c. 384.

"**School Act**" means the *School Act*, R.S.B.C. 1996, c. 412.

"**Settlors**" means CUPE and BCPSEA.

"Society Act" means the *Society Act*, R.S.B.C. 1996, c. 433.

"**Support Staff Union**" means a trade union (or a local of a trade union) that represents employees of a Board of Education, other than teachers (as this term is defined in the School Act).

"**Trust Fund**" means the "Public Education Benefits Trust Fund" constituted under this Agreement.

"**Trustees**" means the initial persons appointed pursuant to the provisions of this Agreement to administer the Plan and hold the Trust Fund in trust and, thereafter, those persons appointed from time to time in accordance with this Agreement as their successors.

1.02. **Interpretation**. Wherever the singular and/or masculine and/or neuter is used throughout this Agreement the same shall be construed as meaning the plural and/or feminine or a body corporate where the context or the parties hereto so requires.

1.03. **Headings**. The headings used in this Agreement are for ease of reference only and shall not be deemed to form part of this Agreement.

1.04. **Statutory References**. In this Agreement, any reference to a statute shall include the regulations made pursuant to and promulgated under such statute and any final judicial decisions interpreting the same, with all amendments made thereto and in force from time to time, and any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant to such statute, except that references to Bill 7 shall be to Bill 7 as at July 30, 2000 without any subsequent amendments.

1.05. **Use of Certain Terms**. The expressions “herein”, “hereof”, “hereto”, “above”, “below” and similar expressions used in any section, subsection or paragraph of this Agreement refer and relate to the whole of this Agreement and not to that section, subsection or paragraph only, unless otherwise expressly provided.

1.06. **Conflict Between Plan Text and Agreement**. In the event of any conflict between the provisions of this Agreement and the provisions of the Plan Text, the provisions of this Agreement shall prevail and govern.

1.07. **Acknowledgement**. The parties to this Agreement acknowledge that, to the best of their knowledge and belief, the foregoing recitals are true in substance and fact.

SECTION 2
EXISTENCE AND PURPOSE OF TRUST FUND

2.01. **Name and Title.** The “Public Education Benefits Trust Fund” is hereby created and established. All payments into the Trust Fund from time to time together with the income therefrom shall, on receipt by the Trustees, form part of the Trust Fund which will be held and administered in trust by the Trustees in accordance with this Agreement. The title to all assets and property of the Trust Fund shall be jointly vested in and remain exclusively in the Trustees.

2.02. **Purpose**. The Trust Fund is created and established, and shall be maintained, and the Trustees agree to receive, hold in trust and administer the Trust Fund, for the primary purposes of providing Benefits to Members and their respective dependents and beneficiaries, in accordance with the Commission Reports, the applicable Collective Agreement(s), the Plan Text and this Agreement. Substantially all of the cost of Benefits must be applicable to Designated Employee Benefits.

2.03. **Binding Effect**. The Agreement is binding upon CUPE, BCPSEA, the Participating Employers, the Trustees, the Members, and their respective heirs, beneficiaries, dependents, executors, administrators, successors and assigns.

2.04. **Manner of Payment**. All payments, including the Contributions and the Government LTD Funding, with respect to the Trust Fund shall be made payable to the “Public Education Benefits Trust Fund”.

2.05. **Rights or Interest**. No one shall have any right, title or interest in or to the assets of the Trust Fund, except as specifically provided by this Agreement or the Plan Text; provided, however, that nothing in this Agreement shall prevent a Contribution made by mistake from being returned by the Board to the contributor within one year after the payment of such Contribution.

2.06. **Seizure or Attachment**. Subject to the Plan Text and the laws of the Province of British Columbia, no monies, property or equity of any nature whatsoever in the Trust Fund, or policies or benefits or monies payable therefrom, shall be subject in any manner by any Member, or person claiming through such Member, or otherwise, to anticipation, alienation, seizure, sale, transfer, assignment, pledge, encumbrance, attachment, garnishment, execution, mortgage, lien or charge. If by reason of any seizure or sale or any attempted sale under any legal, equitable or other process or by way of any suit or proceedings, any benefit becomes payable to any person other than the beneficiary for whom the same is intended, as provided in the Plan, the Board shall have the power to withhold payment of such benefit to such beneficiary until such anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment, garnishment, mortgage, lien, charge or seizure or other legal process is cancelled or withdrawn, and the Board shall have the right to use and apply the amount of such benefit during such period, as the Board may deem best for the support and maintenance of such beneficiary.

SECTION 3
PARTICIPATION – OTHER BENEFITS

3.01. **Mandatory Participation**. Pursuant to the Commission Reports and the LOU, each Compulsory Employer is required to participate in the Plan and shall provide Other Benefits to its employees who are members of CUPE or another Support Staff Union listed on Schedule A attached hereto in accordance with this Agreement, the Plan Text and the applicable Collective Agreement(s).

3.02. **Voluntary Participation**.

(a) A Compulsory Employer may elect to participate in the Plan with respect to the provision of Other Benefits to all or certain of its employees who are members of a Support Staff Union other than CUPE by executing an agreement with the Board in the form attached hereto as Schedule C, or such other form as the Board adopts from time to time.

(b) A Board of Education that is not a Compulsory Employer may elect to participate in the Plan with respect to the provision of Other Benefits to all or certain of its employees who are members of a Support Staff Union by executing an agreement with the Board in the form attached hereto as Schedule C, or such other form as the Board adopts from time to time.

(c) The Board may, in its absolute and unfettered discretion, allow a Board of Education to participate in the Plan with respect to the provision of Other Benefits to all or certain of its employees who are Non-Bargaining Unit Employees on such terms and conditions as the Board considers appropriate.

(d) The Board may, in its absolute and unfettered discretion, allow any employer that is not a Board of Education to participate in the Plan with respect to the provision of Other Benefits to all or certain of its employees upon such terms and conditions as the Board considers appropriate.

(e) Upon satisfying any terms and conditions imposed by the Board pursuant to Paragraph (c) or (d), an employer described in Paragraph (c) or (d) may participate in the Plan in respect of its employees for whom coverage under the Plan is sought by executing an agreement with the Board in the form attached as Schedule C, or such other form as the Board adopts from time to time.

(f) Once an employer enters into an agreement with the Board pursuant to Paragraph (a), (b) or (e), such employer will be considered a "**Permitted Employer"** hereunder.

(g) An agreement between the Board and a Permitted Employer referred to in Paragraph (a), (b) or (e) shall be referred to in this agreement as a "**Participation Agreement**", and shall govern the participation of the Permitted Employer in the Plan with respect to the provision of Other Benefits to the categories of its employees that are specified in that agreement.

(h) Upon the execution of a Participation Agreement, the categories of employees of the Permitted Employer described in such Participation Agreement shall become "**Members**" eligible to receive Other Benefits under the Plan in accordance with this Agreement, the Plan Text and the applicable Collective Agreement(s).

(i) The Board may adopt different forms of Participation Agreements for different Permitted Employers (or different classes of Permitted Employers) who participate in the Plan pursuant to this Subsection 3.02 if the Board considers it appropriate to do so.

3.03. **Employer Withdrawal**. A Participating Employer can withdraw from the Plan in respect of all or certain of the Members it employs, if:

(a) in the case of a Compulsory Employer required to participate in the Plan pursuant to Subsection 3.01, the Compulsory Employer is no longer required by the Commission Reports or a Collective Agreement to participate in the Plan and has provided the Board with at least 60 days prior written notice of such withdrawal, or such other period of notice as may be agreed upon by the Board and the Participating Employer, and in the case of any other Participating Employer, the Participating Employer has provided the Board with at least 60 days prior written notice of such withdrawal, or such other period of notice as may be agreed upon by the Board and the Participating Employer, and any condition of withdrawal contained in that Participating Employer's Participation Agreement has been complied with; and

(b) the Participating Employer pays to the Board all sums, including but not limited to Contributions, which are due or accruing due to the Board in respect of the affected Members.

SECTION 4
LTD PROGRAM

4.01. **Core LTD Contributions.** The Core LTD Program shall be funded by the Core LTD Contributions of the Participating Employers as provided for in Subsection 4.03(a). The Core LTD Contributions shall form part of the Trust Fund.

4.02. **Government LTD Funding.** British Columbia has committed to pay the Board 11.8 million dollars on January 1st of each year together with a further $7,628,240.00 dollars per year pursuant to the LOU on the 1st day of July, 2006 and on the first business day after January 1st in each calendar year commencing January 1, 2007.

4.03. **Core LTD Program.** With the advice of the Actuary and the Benefits Consultant, the Board shall design and implement the Core LTD Program, subject to the following:

(a) The Core LTD Program is intended to be a long term disability benefits program for certain employees of Boards of Education who are members of a Support Staff Union. In addition to wage loss replacement benefits the long term disability benefits provided under the Core LTD Program may include hospital, surgical, medical, dental, eye glass, pharmaceutical, anesthetic, diagnostic, or other private health service benefits for Members while receiving long term disability benefits and who do not receive Other Benefits through the Plan. The Government LTD Funding available pursuant to Subsection 4.02 shall be received in satisfaction of the obligation of Participating Employers to pay Core LTD Contributions. The annual aggregate Core LTD Contribution obligation of all participating Employers shall be equal to and shall not exceed the amount of the Government LTD Funding received by the Board for that year. For greater certainty, unless and until the Board receives the applicable annual installment of Government LTD Funding, the Participating Employers shall have no obligation to make any Core LTD Contributions for that year and in no case shall any Participating Employer be required to make any Core LTD Contribution pursuant to this Subsection 4.03(a) in excess of the amount prescribed hereunder. The annual Core LTD Contribution of each Participating Employer shall be:

    (i) for those to whom the Commission Reports apply and those Permitted Employers under Subsection 4.04, a sum equal to the percentage of the annual Government LTD Funding received pursuant to the Commission

Reports as is equal to the percentage of all Members employed by those Participating Employers on January 1 of the applicable year that are employed by that Participating Employer on that date and no more; and

(ii) for those who are signatories to the LOU, a sum equal to the pro-rata portion of Government LTD Funding received pursuant to the LOU based upon the support staff salary expenditures reported by that Participating Employer in its 2005-2006 audited financial statements and no more.

(b) The long term disability benefits payable under the Core LTD Program shall be described as the "**Core LTD Benefits**".

(c) Subject to Subsection 4.03(d) and any exceptions the Trustees may in their discretion approve at any time from and after August 1, 2004, only employees of a Board of Education who are members of a Support Staff Union and who are Members of this Plan and receive Other Benefits through the Plan shall be eligible to receive Core LTD Benefits from the Core LTD Program.

(d) Subject to Subsection 4.04, only employees of a Compulsory Employer who are members of CUPE or another Support Staff Union listed in Schedule A attached hereto shall be eligible to receive Core LTD Benefits from the Core LTD Program.

(e) The terms of the Core LTD Program shall be set out in the Plan Text.

(f) Nothing contained in this Agreement shall be construed as fettering the discretion of the Trustees to modify the Core LTD Program so as to accept funding for the Core LTD Program from voluntary contributions from Members or other sources of available funding. However, nothing contained in this subsection 4.03 (f) shall be construed so as to compel the Trustees to accept such contributions or funding, or modify the Core LTD Program to reflect such contributions or funding, even if the making of such contributions or funding is provided for in a collective agreement.

4.04. **Settled Districts Exception**. If any of the Kootenay Lake Board of Education (school district no. 8), the Arrow Lakes Board of Education (school district no. 10), the Kootenay-Columbia Board of Education (school district no. 20), or the Stikine Board of Education (school district no. 87) elects to participate in the Plan with respect to the provision of Other Benefits to all or certain of its employees who are members of CUPE pursuant to Subsection 3.02(b) and becomes a Permitted Employer in accordance with Subsections 3.02(f) through (h) in respect of such employees, the employees of these Boards of Education who are members of CUPE shall be eligible to receive Core LTD Benefits from the Core LTD program pursuant to Subsection 4.03(d).

4.05. **Other LTD Benefits Program**. With the advice of the Actuary and, if the Board considers it appropriate, the Benefits Consultant, the Board may design and

implement a long term disability benefits program (the "**Other LTD Benefits Program**") which will supplement and complement the Core LTD Program, subject to the following:

(a) The Other LTD Benefits Program shall provide long term disability benefits to Members who are not eligible to participate in the Core LTD Program, or supplement the Core LTD Benefits eligible Members receive from the Core LTD Program.

(b) The long term disability benefits payable under the Other LTD Benefits Program shall be described as the "**Other LTD Benefits**".

(c) Subject to Paragraph 7.13(d) the Other LTD Benefits Program shall be funded out of Contributions received for that purpose from Participating Employers and Members.

(d) The terms of the Other LTD Benefits Program shall be set out in the Plan Text.

4.06. **Employer Withdrawal.** If a Participating Employer withdraws from the Plan in accordance with Subsection 3.03 in respect of all or certain of its employees who are Members, the relevant Members shall concurrently and automatically cease to be eligible for benefits from the Core LTD Program and the Other LTD Benefits Program, provided that such withdrawal shall not prejudice any rights accrued to that date under the Core LTD Program or the Other LTD Benefits Program by the relevant Members.

SECTION 5
EARLY RETURN TO WORK PROGRAM

5.01. **Early Return to Work Program.** With the advice of the Actuary and, if the Board considers it appropriate, the Benefits Consultant, the Board shall adopt an early return to work program (the "**Early Return to Work Program**") which shall be designed and implemented by the Board. The Board may fund the Early Return to Work Program from the Government LTD Funding.

5.02. Nothing contained in this Agreement shall be construed as fettering the discretion of the Trustees to modify the Early Return to Work Program so as to accept funding for the Early Return to Work Program from Participating Employers and Members if and when the making of such additional contributions is expressly agreed to in a collective agreement applicable to the Participating Employers and Members who make such contributions. Provided further that nothing contained in this Agreement shall be construed as fettering the discretion of the Trustees to modify the Early Return to Work Program so as to accept funding for the Early Return to Work Program from voluntary contributions from Members or other sources of available funding. However, nothing contained in this Subsection 5.02 shall be construed so as to compel the Trustees to accept such contributions or funding, or modify the Early Return to Work Program to

reflect such contributions or funding, even if the making of such contributions is provided for in a collective agreement.

SECTION 6
PLAN TEXT

6.01. **Plan Text**. The Board shall adopt a plan text (the "**Plan Text**") which must be consistent with this Agreement, the ELHT Rules and the health and welfare benefit terms and conditions of the applicable Collective Agreement(s). The Plan Text will set out the Benefits to be provided under the Plan (including the Core LTD Program or the Other LTD Benefits Program), the Eligibility Requirements, and such other terms as the Board deems necessary to include, provided that all such terms are consistent with the terms of this Agreement, the applicable Collective Agreement(s) and applicable law.

6.02. **Board Bound by Collective Agreement(s)**. For greater certainty, and subject to Subsections 6.01 and 7.13, where the type and level of Benefits to be provided to Members is determined through collective bargaining, the Board does not have any discretion to vary the type or level of Benefits to be provided from that specified in the applicable Collective Agreement(s), and the Plan Text (insofar as it applies to Members subject to a Collective Agreement(s)) shall only provide for the types of and levels of Benefits specified in the applicable Collective Agreement(s).

6.03. **Amendments**. The Board may, at any time, change or modify the Plan Text, provided any such change or modification is consistent with this Agreement, the ELHT Rules, the applicable Collective Agreement(s) and applicable law. Any such change or modification may take effect retroactively or otherwise, as the Board decides.

6.04. **Contracts, Arrangements, etc**. For the purpose of implementing the Plan and providing the Benefits specified in the Plan Text to Members, the Board may enter into such contracts or arrangements and obtain such insurance policies and other undertakings as the Board thinks advisable, and may renew, modify or terminate any such contract, arrangement, policy or undertaking as and when it considers it expedient to so do. Any such contract, arrangement, policy or undertaking may be executed or made in the name of the Board.

SECTION 7
CONTRIBUTIONS

7.01. **Sources of Funding**. With the advice of the Actuary, the Board shall specify Contribution levels for the Other Benefits and Core LTD Benefit levels for the Core

LTD Program with a view to ensuring that the Plan is fully funded on an ongoing basis with the funds received from the following sources:

(a) the Core LTD Contributions;

(b) the Contributions;

(c) the savings achieved through the consolidation of benefits procurement;

(d) the savings achieved through administrative efficiencies; and

(e) investment returns earned on the Trust Fund.

The Board shall determine the savings in Paragraphs (c) and (d) above with the advice of the Actuary.

7.02. Nothing contained in this Agreement shall be construed as fettering the discretion of the Trustees to accept funding for Benefits from sources other than those specified in Section 7.01 provided that any funding by way of contributions from Participating Employers is expressly agreed to in a collective agreement applicable to the Participating Employers making the contributions and any funding by way of contributions from Members is either voluntary or is expressly agreed to in a collective agreement applicable to the Members making the contributions. However, nothing contained in this Subsection 7.02 shall be construed so as to compel the Trustees to accept funding from sources other than those specified in Section 7.01 even if such funding is provided for in a collective agreement.

7.03. **Contributions By Participating Employers and Members**.

(a) Participating Employers shall make Contributions to the Trust Fund in the amounts, manner and form, and by the dates, prescribed by the Board from time to time. If the Contributions are shared between a Participating Employer and Members employed by it (whether pursuant to a Collective Agreement(s) or otherwise), the Participating Employer shall be responsible for deducting Member Contributions and remitting them together with its Contributions to the Board.

(b) The obligation of a Participating Employer to make Contributions to the Trust Fund shall not be subject to any set-off or counter-claim which a Participating Employer may have for any liability of a Member to the Participating Employer.

(c) If the applicable Collective Agreement or the Plan Text so provides, a Participating Employer shall make Contributions in respect of Members who have retired or otherwise ceased to be employed by a Participating Employer, and the Board shall provide Benefits to such individuals in accordance with the Plan Text, the applicable Collective Agreement(s) and the terms of this Agreement.

(d) All Contributions shall form part of the Trust Fund.

7.04. **Non-Payment by One Contributor**. Non-payment by anyone required to make Contributions to the Trust Fund shall not relieve any other person of his, her or its obligations to make Contributions.

7.05. **Collection of Contributions**. The Board shall use all reasonable means to collect and receive all Contributions due to the Trust Fund, and shall, promptly after receipt, deposit such Contributions in an account established in the name of the Public Education Benefits Trust Fund at a reputable bank, trust company, or other financial institution.

7.06. **Participating Employer Contributions Held in Trust**. Contributions payable by a Participating Employer are deemed to be held in trust by the Participating Employer for the Board until remitted to the Trust Fund. For the purposes of enabling the Trustees to recover unpaid Contributions, but subject to the School Act, Contributions payable to the Trust Fund shall be deemed to be payments of wages due to Members which have been irrevocably assigned by the Members to the Board.

7.07. **Member Contributions Held in Trust**. Contributions by a Member that are, or ought to be, deducted and withheld by a Participating Employer are deemed to be held in trust by the Participating Employer for the Board until remitted to the Trust Fund.

7.08. **Audits**. Upon written demand by the Board, each Participating Employer shall permit a chartered accountant acting on behalf of the Trustees, or in accordance with their instructions, to:

(a) enter upon that Participating Employer's premises at any reasonable time or times, upon giving five days' written notice, for the purpose of carrying out an inspection, audit or examination of all books of account, documents, payrolls, records, or any other material which may be relevant to the said inspection, audit or examination; and

(b) make inquiries of a Participating Employer or any persons employed or otherwise engaged by a Participating Employer, which persons shall produce all books of account, documents, payrolls, records, or any other material which may be relevant to the said inspection, audit or examination,

in order to ensure that the Participating Employer has been complying with this Agreement and its obligations to make Contributions to the Trust Fund. The Board shall keep in confidence, and shall direct the chartered accountant not to reveal, any of the information or documents obtained herein, unless such inspection, audit or examination reveals that a Participating Employer has failed to carry out its obligations under this Agreement.

7.09. **Participating Employer Failure to Comply**. If a Participating Employer fails to carry out its obligations under this Agreement, the Participating Employer shall forthwith, upon written demand from the Board, do any one or more of the following:

(a) pay into the Trust Fund all sums which may have been determined by the said inspection, audit or examination or otherwise, to be due and owing to the Board by the Participating Employer, as well as interest at such rate as may be determined by the Board, from time to time, from the date that such sums are due until the date such sums have been remitted to the Trust Fund;

(b) complete and remit any information forms or other related and supporting documents which may be required of the Participating Employer; and

(c) pay to the Board all reasonable costs, expenses, or losses incurred by the Board in connection with or arising out of any inspection, audit or examination or other proceedings or steps taken in respect to any such failure by the Participating Employer to carry out its obligations under this Agreement.

7.10. **Grace Period**. The Board is authorized to establish a reasonable and lawful grace period by which Contributions from Participating Employers and Members must be received by the Board.

7.11. **Collection Costs**. If a Participating Employer becomes delinquent in its Contributions and the Board places the account with legal counsel for collection, the Participating Employer shall be liable for reasonable counsel fees and for all reasonable costs incurred in the collection process, including court fees.

7.12. **Structure of the Trust Fund**. The Trust Fund shall be held by the Board as one indivisible fund and all assets shall be invested in accordance with Section 9.02(o). The Board shall, however, maintain separate accounting for each particular Benefit, including the Core LTD Benefits, provided through the Trust Fund so that the actuarial experience of each benefit can be monitored, and any actuarial surpluses or deficits which arise in the Trust Fund can be attributed to a particular Benefit. In particular, any actuarial surplus or deficit attributable to the Core LTD Program shall be accounted for separately from any such surplus or deficit attributable to the Other Benefits provided under the Plan. If it deems it appropriate, the Board may also maintain separate accounting so as to be able to attribute any actuarial surpluses or deficits to a particular employer or any group of Members.

7.13. **Actuarial Surpluses and Deficits**. The Board shall cause the Actuary to prepare and provide to the Board and the Settlors an annual accounting which indicates whether there are any actuarial surpluses or deficits in the Trust Fund and identifies to which Benefit, which employer, and which of any group of Members identified by the Board under Subsection 7.12 such surpluses or deficits are attributable. Such annual accounting shall also identify the savings described in Subsection 7.01, and the impact such savings have on the actuarial status of each Benefit. The actuarial surpluses or deficits shall be dealt with in the Board's absolute and unfettered discretion, subject to the following:

(a) If the Actuary identifies an actuarial surplus attributable to the Core LTD Program, the Board may, with the Actuary's advice, increase Core LTD Benefits in a manner which is expected to reduce such surplus to an acceptable level, or use the portion of such surplus which is attributable to investment income to reduce or eliminate implementation costs attributable to the Other Benefits. In no event shall any such surplus be used for any other purpose other than those specified in this subsection 7.13(a).

(b) Subject to subsection 7.13(c), if the Actuary identifies an actuarial deficit attributable to the Core LTD Program, the Board shall, with the Actuary's advice, decrease the level of Core LTD Benefits in an amount actuarially determined to be necessary to eliminate such deficit.

(c) If the Actuary identifies an actuarial surplus attributable to the Other Benefits, the Board may use such surplus as the Board in its absolute discretion deems appropriate for any or all of the following purposes:

(i) improve the Other Benefits provided to all or certain of the Members, so long as doing so is not inconsistent with any applicable Collective Agreement(s);

(ii) decrease the Contributions payable by all or certain of the contributors in respect of the Other Benefits; or

(iii) reallocate such surplus in whole or in part to be attributable to the Core LTD Program in which case the annual accounting of actuarial surpluses or deficits shall reflect such attribution; provided that the Board's power to utilize surplus under subsection 7.13 (c) iii may be exercised to prioritize the funded status of the Core LTD Program over that of the Other Benefits..

(d) If the Actuary identifies an actuarial deficit attributable to the Other Benefits remaining after the application of any surplus pursuant to subsection 7.13 (a) which the Board in its discretion has applied to reduce such deficit, the Board shall, on the Actuary's advice, increase the level of Contributions in an amount actuarially determined to be necessary to eliminate such deficit during the ensuing fiscal year.

(e) In conducting the annual accounting and determination of the actuarial surpluses and deficits that are attributable to the various Benefits, the Board shall ensure that any expenses they incur are appropriately allocated amongst the Benefits, and ensure that any expenses which can clearly be identified as having been incurred exclusively in connection with a particular Benefit shall be allocated to that Benefit in the annual accounting. For greater certainty, expenses incurred in respect of the Core LTD Program and general expenses, which cannot clearly be identified as having been incurred exclusively in connection with Other Benefits, shall be charged to the Core LTD Program and any investment income arising thereon. Subject to subsections 7.13 (a) and 7.13 (d), pending the annual accounting and determination of the actuarial surpluses and deficits that are attributable to the

various Benefits, all Plan expenses may be paid from the Trust Fund as and when they become due and owing regardless of whether or not the expense relates to a Benefit in a deficit position.

7.14. **No Direct or Indirect Responsibility for Core LTD Program.** In determining the level of Contributions payable by the Participating Employers and the Members for the Other Benefits the Board shall only have regard to the costs and related expenses associated with providing the Other Benefits and in no event shall the Contributions be utilized for the Core LTD Program, the Early Return To Work Program, or expenses incurred exclusively in connection with either such Program.

SECTION 8
TRUSTEES

8.01. **Trustees.** The Board shall consist of twelve Trustees appointed as follows:

(i) six Trustees appointed by CUPE; and

(ii) six Trustees appointed by BCPSEA.

8.02. **Duration of Term for Trustees.** The terms for Trustees shall be three years.

8.03. **Acceptance of Trust**. Each Trustee shall sign an "Acceptance of Trust" in the form set out in Schedule D attached to this Agreement and after signing such Acceptance of Trust, such Trustee shall be deemed to accept the trusts created and established by this Agreement and to consent to act as a Trustee. A Trustee shall, subject to such person's death, resignation, incapacity or removal, serve for his or her initial term or any subsequent term, as the case may be, or until his or her successor is appointed, whichever is later.

8.04. **Residency**. Each Trustee must be a permanent resident of Canada.

8.05. **Appointment of Trustees on Expiration of Term.** No later than six months prior to the expiry date of a Trustee's term, the Board shall give written notice to the party who appointed the Trustee (BCPSEA or CUPE), and such party shall renew the appointment of the Trustee or appoint a successor Trustee. A Trustee may be reappointed for an unlimited number of terms. If a successor Trustee is not appointed within 120 days after the commencement of the next three year term, the Trustees then in office shall meet (a majority of the Trustees in office on the date such meeting is held constituting a quorum, notwithstanding anything in this Agreement to the contrary) and appoint a successor to fill the vacant position. Such successor, when appointed, shall have the same power, authority and right to hold office as if that person had been appointed by the party who failed to appoint such successor Trustee, except that such

person shall not be removed by that party unless such removal is first agreed to by the other Trustees.

8.06. **Resignation, Removal, Incapacity or Death of Trustees.**

(a) **Resignation**. A Trustee may resign by giving notice in writing to the remaining Trustees and to the party that appointed him or her. Such notice shall state the date on which such resignation shall take effect and shall be effective as of the later of that date and the date of delivery of such notice. Such Trustee shall be fully discharged from all duties, responsibilities and liabilities in respect of this Agreement as of the later of the date specified in the notice and the date of delivery of the notice.

(b) **Removal**. A Trustee may be removed at any time by the party that appointed him or her upon written notice by that party to the Trustee to be removed and to the remaining Trustees. Such removed Trustee and his or her heirs, executors, administrators and assigns shall be fully discharged from all duties, responsibilities and liabilities in respect of this Agreement as of the later of any date specified in the notice and the date of delivery of the notice.

(c) **Incapacity**. If a Trustee is incapable of acting as a Trustee, the appointment of the Trustee may be terminated by notice in writing from the Trustee, or his or her personal representatives, to the party that appointed him or her and to the remaining Trustees. Such Trustee or personal representative shall be fully discharged from all duties, responsibilities and liabilities in respect of this Agreement as of the later of any date specified in the notice and the date of delivery of the notice.

(d) **Death**. In the event of the death of a Trustee, his or her heirs, administrators, executors and assigns shall be fully discharged from all duties, responsibilities and liabilities in respect of this Agreement arising after the date of death, provided that the Trustee, his or her estate and his or her legal representative shall not be discharged from, and shall remain liable for, any of the Trustees liabilities arising hereunder prior to the effective date of his or her death.

(e) **Remaining Trustees**. In the event of the death, resignation, incapacity or removal of any one or more of the Trustees, the remaining Trustees shall have jointly all the powers, rights, estates and interests of the Trustees as provided hereunder and shall be charged with all duties of the Trustees hereunder.

(f) **Status of Trustee after Resignation, Removal, Incapacitation or Expiration of Term**. Any Trustee, upon the expiry of his or her term, or upon his or her resignation, removal, incapacity or death, and the personal representatives of any incapacitated or deceased Trustee, shall forthwith turn over to his or her successor Trustee, or if no successor is immediately appointed, to the other Trustees, any and all records, books, documents, monies, shares, securities and other property

and assets in the possession of the Trustee forming part of the Trust Fund or incidental to his or her duties as a Trustee under this Agreement or relating to the administration of the Trust Fund. If a Trustee resigns, is removed, becomes incapacitated, or the Trustee's term expires, he or she shall be fully discharged from all future duties and responsibilities in respect of this Agreement as of the date of such resignation, removal or the expiration of his or her term, as the case may be. However, a Trustee who resigns, is removed, becomes incapacitated or whose term expires shall not be discharged from, and shall remain liable for, any of the Trustee's liabilities arising hereunder prior to the effective date of his or her resignation, removal, incapacitation or the expiration of his or her term, as the case may be.

(g) **Appointment of Replacement Trustees**. If a Trustee dies, resigns, becomes incapacitated or is removed from office as provided herein, the party who appointed such Trustee shall immediately appoint a successor Trustee and give the other Trustees notice of such appointment. If that party fails to appoint a successor Trustee within 30 days of the Trustee's death, resignation, incapacity or removal from office, the remaining Trustees shall give written notice to the party who appointed such Trustee. The party who appointed such Trustee shall have a further 60 days from the date upon which such notification is received to appoint a successor Trustee, failing which the remaining Trustees shall meet (a majority of the Trustees in office on the date such meeting is held constituting a quorum, notwithstanding anything in this Agreement to the contrary) and appoint a successor Trustee. Any individual appointed to serve as a successor Trustee shall, upon an Acceptance of Trust being filed with the Board, immediately become vested with all the powers, rights, estates and interests of the other Trustees under this Agreement with the like effect as if he or she had been originally named as Trustee.

8.07. **Defect in Appointment, etc.** Despite that it is subsequently discovered or determined that there exists some defect in the appointment, removal or qualification of any Trustee, all acts and proceedings of the Trustees done and carried on in good faith while any such defect existed shall be valid and effective.

8.08. **Expenses and Remuneration**. The Board may pay from the Trust Fund:

(a) to a Trustee, an allowance for reasonable travel and other expenses necessarily incurred by the Trustee in the performance of his or her duties under this Agreement. For greater certainty, such expenses may include reasonable expenses of attendance at any educational conference by a Trustee to assist such Trustee in carrying out his or her duties under this Agreement;

(b) to a Trustee, if the Trustee is not receiving wages or salary from any other source for acting as a Trustee, remuneration that has been set by the Board; and

(c) to an organization specified by a Trustee, remuneration for the services of the Trustee at the rate set by the Board under Paragraph (b).

8.09. **Chair and Vice-Chair**. The Trustees shall elect a Chair and a Vice-Chair from among themselves, who shall serve for a two year term. The Chair shall alternate between the Member Trustees and the Employer Trustees. If the Chair is a Member Trustee, the Vice-Chair shall be an Employer Trustee, and vice versa.

8.10. **Execution of Documents and Cheques**. All documents to be executed by the Board and all cheques payable out of the Trust Fund shall be signed by at least one Employer Trustee and one Member Trustee or by such other persons as the Trustees may by resolution appoint, but nothing contained herein shall be construed so as to regard any Trustee as an agent of CUPE, BCPSEA, a Participating Trade Union, or any Participating Employer.

8.11. **Meetings**. The Trustees shall hold at least four meetings each year. The Chair shall be responsible for setting the date and location of each such meeting.

8.12. **Annual Meeting**. The Chair may designate one of the meetings held each year pursuant to Subsection 8.11 as the annual meeting of the Board. If the Chair so designates, such annual meeting must be held within six months of the end of the fiscal year for which such annual meeting is held. At each such annual meeting, the following shall take place, as determined by the Board:

(a) a financial statement from the Plan's auditors shall be presented covering the immediately preceding fiscal year of the Plan;

(b) the annual accounting of the surpluses and deficits in the Trust Fund referred to in Subsection 7.13 shall be presented to the Trustees and the Settlors;

(c) the Settlors shall be invited to and may attend such meeting;

(d) the Board shall prepare and present to the Settlors a report on the operation of the Plan in the immediately preceding fiscal year; and

(e) the Plan's auditors shall be appointed or their appointment confirmed.

8.13. **Other Meetings**. The Chair may call, or any two or more Trustees may request the Chair to call, a meeting of the Trustees. If requested to call a meeting, the Chair shall call a meeting no later than 14 days following receipt of the request.

8.14. **Notice of Meeting**. The Chair, or any other person delegated to do so by the Chair, shall cause written notice of each meeting of the Board to be served upon the Trustees no less than three days prior to the date of such meeting. The notice of a meeting shall specify the date, time and location of the meeting, and shall include an agenda of matters to be addressed at such meeting. The agenda for each meeting shall be

distributed with the notice of meeting. Whenever possible, any reports or other documentation to be considered at such meeting shall be provided to the Trustees with the notice of meeting.

8.15. **Waiver of Notice**. Despite Subsection 8.14, a Trustee may waive notice of a meeting of the Board in writing. A Trustee shall be deemed to have waived notice of a meeting of the Board by attending at such meeting without objection.

8.16. **Meetings by Conference Call**. Any meeting of the Trustees may be held, or a Trustee may participate in a meeting of the Board, by means of a conference telephone call or such other communication facilities as permit all persons participating to speak to and hear one another and a Trustee participating in such meeting in such manner is deemed to be present at the meeting and will be counted in determining whether a quorum is present.

8.17. **Consent in Writing**. If all the Trustees then in office could form a quorum if they met in person, any decision of the Board is effective without a meeting of the Trustees if evidenced by instrument in writing signed by all the Trustees then in office, which instrument may be signed in counterparts.

8.18. **Minutes of Meetings**. The Board shall appoint a secretary who need not be a Trustee who shall keep minutes or records of all meetings, proceedings and acts of the Trustees. Such minutes need not be verbatim.

8.19. **Quorum**.

(a) Subject to Subsection 12.02, a quorum shall consist of seven Trustees of whom a minimum of three must be Employer Trustees and a minimum of three must be Member Trustees.

(b) If a quorum is not present within one-half hour of the time specified for a meeting of the Board, the Trustees present may adjourn the meeting to a fixed time and place but may not transact any other business. If during the course of a meeting a quorum is lost, no further business shall be transacted at that meeting by the remaining Trustees other than adjourning the meeting to a fixed time and place.

(c) Despite anything herein contained to the contrary, if a meeting of the Board is convened after a Trustee has died, resigned, become incapacitated or has been removed, or the Trustee's term has expired without being reappointed, and prior to a successor Trustee being appointed for such Trustee, such meeting shall be validly constituted as long as the requisite quorum exists.

8.20. **Decisions.** Each Trustee appointed in accordance with this Agreement shall have one vote at any duly called and constituted meeting of the Board. The decisions of the Board shall be determined by a majority vote of the Trustees present at a duly called and constituted meeting of the Board, provided that for a decision to be

made by the Board three votes in favour of the decision must be cast by Member Trustees and three votes in favour of the decision must be cast by Employer Trustees. The Chair at any meeting of Trustees shall not be entitled to a second or casting vote.

8.21. **Trustees' Deadlock**. A deadlock, as defined below, will be resolved in accordance with this Subsection.

(a) **Deadlock**. A deadlock shall be deemed to exist wherever:

(i) a proposal, motion or resolution made by a Trustee and seconded by another Trustee is supported and opposed by equal numbers of Trustees; or

(ii) a proposal, motion, or resolution is unable to be made by the Trustees at a meeting due to lack of a quorum at two consecutively called meetings.

Notwithstanding subparagraph (i) and (ii) above, a deadlock shall not be deemed to exist where such proposal, motion or resolution is a proposal, motion or resolution to amend this Agreement.

(b) **Trustee Meeting**. In the event of a deadlock, a meeting of the Trustees shall be held at least 10 days after the deadlock has arisen for the purpose of resolving the matter in dispute. If the matter is not resolved at such meeting, any two Trustees may put forward a motion in accordance with Subsection 8.20 for the Board to designate one additional Trustee for the purpose of casting a tie-breaking vote on the matter in dispute at the next meeting of the Trustees. If within 30 days after such deadlock no additional Trustee has been designated by the Board, and the matter in dispute has not been resolved, then any Trustee may apply to a Justice of the British Columbia Supreme Court to appoint a person to act as the additional Trustee and to cast a tie- breaking vote in accordance with the procedures set out in Paragraph (c) below.

(c) **Tie Breaking Vote**. The additional Trustee appointed pursuant to Paragraphs (b) and (c) shall attend a meeting at which he or she shall review all relevant documentation and entertain submissions from the other Trustees with respect to the matter in dispute. The additional Trustee shall cast a tie-breaking vote on the matter in dispute and shall make his or her decision within seven days of the meeting.

(d) **Final and Binding Decisions**. Any decision resulting from the operation of Paragraph (c) above shall be final and binding upon the Trustees, the Participating Employers, the Members and their beneficiaries, the Participating Trade Unions and the Settlors. For greater certainty, any such decision of the additional Trustee cannot have the effect of amending or contravening any Collective Agreement or this Agreement unless the matter in dispute relates to an amendment to this Agreement pursuant to Subsection 12.02.

(e) **Discharge of Additional Trustee**. Upon casting the tie-breaking vote, the function of the additional Trustee shall be completed and such person shall cease to act as a Trustee.

(f) **Expenses of Additional Trustee**. The reasonable expenses and fees of the additional Trustee shall be paid out of the Trust Fund.

8.22. **Procedures and Meetings**. The Board must make rules regarding the conduct of the business of the Board including, but not limited to:

(a) appointing committees of the Board and delegating functions to them;

(b) allowing non-Board members to serve as members of a committee; and

(c) setting the remuneration and expense reimbursement policy for persons serving on committees.

8.23. **Formal Name of Board**. The Board shall enter into agreements and act in all matters in the name of "The Board of Trustees of the Public Education Benefits Trust Fund".

SECTION 9
POWERS, DUTIES AND RESPONSIBILITIES OF THE TRUSTEES

9.01. **Administration of the Trust Fund**. The administration of the Trust Fund shall be the responsibility of the Board, and it shall administer the Trust Fund in accordance with the express powers given to it pursuant to this Agreement and the Plan Text. The Board shall at all times administer the Trust Fund in a manner which secures the best possible tax treatment for the Trust Fund and Plan. If the Board determines it is in the best interests of the Participating Employers and the Members to do so, the Board shall ensure that the Trust Fund complies with the ELHT Rules.

9.02. **Powers**. The Board is hereby empowered to execute and fulfil its duties under this Agreement and, in particular, but without limiting the generality of the foregoing:

(a) to administer and deliver Benefits for the exclusive benefit of Members and their respective beneficiaries or dependents, as the case may be;

(b) to administer the Trust Fund for the exclusive benefit of Members and their respective beneficiaries or dependents, as the case may be;

(c) to enter into one or more segregated fund insurance policies for the exclusive benefit of Members and their respective beneficiaries or dependents, as the case may be;

(d) to adopt, amend and administer Eligibility Requirements, policies, procedures, by-laws, rules or regulations, as it deems necessary for the carrying out of its trusts, consistent with this Agreement, the Plan Text, the applicable Collective Agreement(s), and the requirements of applicable provincial and federal legislation;

(e) to enter into agreements with an Insurance Company, selected by the Board for the purpose of administering the Benefits provided under the Plan, or for any other purpose as the Board shall deem necessary and to authorize any such Insurance Company to co-mingle any monies deposited with it in any pooled fund administered or managed by any Insurance Company;

(f) to borrow funds from such Insurance Company;

(g) to pay or provide for a payment of Benefits to eligible persons;

(h) to pay from the Trust Fund all reasonable expenses for collecting Contributions and administering the Trust Fund including, but not limited to, all compensation and all reasonable and necessary costs and fees which may be incurred in connection with the employment of such actuarial, legal, accounting, and clerical assistance as the Board may find necessary in the performance of its duties;

(i) to enter into any and all contracts and agreements for carrying out the terms of this Agreement;

(j) to enter into agreements with the Workers' Compensation Board or any other benefits plan or arrangement for the provision of early return to work or other Benefits to persons covered by the Workers' Compensation Board or other plan or arrangement;

(k) to compromise, settle, arbitrate and release claims or demands in favour of, or against the Trust Fund, or the Board, on such terms and conditions as the Board may deem advisable;

(l) to establish procedures to be followed in filing applications for Benefits and for the furnishing and certification of evidence necessary to establish a right to such Benefits;

(m) to pay out of the Trust Fund all real and personal property taxes, income taxes and other taxes of any and all kinds, levied or assessed under existing or future laws, upon or in respect to the Trust Fund or any money, property or securities forming a part thereof;

(n) to receive payments from any source whatsoever, to the extent permitted by law, a Participation Agreement, this Agreement or the Plan Text;

(o) to invest and re-invest such portion of the Trust Fund as is not required for current expenditures, in any type of investments save for an investment which is a prohibited investment for an ELHT as provided for in section 207.9 (1) of the *Income Tax Act*, Canada;

(p) to hold in uninvested cash, without any liability for interest thereon, such sums as it deems necessary or advisable for the reasonable current cash requirements of the Trust Fund;

(q) to exercise all rights or privileges granted by the provisions of any contract entered into by the Board with any Insurance Company, and to agree with such Insurance Company, to any alteration, modification, amendment or cancellation of such contract subject always to this Agreement, the Plan Text and applicable law, or to take any other action respecting such contracts which the Board, in its discretion, may deem necessary or advisable;

(r) subject to Subsection 11.03, to delegate any of its administrative powers or duties to any committee of the Board or to any of its agents or employees;

(s) to lease or purchase such lands, premises, materials, supplies and equipment as the Board deems necessary or appropriate in the performance of its duties;

(t) to construe the provisions of this Agreement, and any construction adopted by the Board, in good faith, shall be binding upon the Settlors, the Participating Trade Unions, the Participating Employers, the Members and their families, dependents, beneficiaries and/or legal representatives of such members;

(u) to use the monies available in the Trust Fund to pay all reasonable expenses and to provide for the payment of Benefits to eligible persons;

(v) to enter into written agreements with a Settlor, a Participating Trade Union, the Workers Compensation Board, a Participating Employer, or group of them or any other trust fund covering Members, to permit the Board to share certain expenses pertaining to the administration of the Trust Fund with respect to such matters as:

(i) costs of collection and disbursement of funds pursuant to the provisions of this Agreement, the Plan Text or any other agreement;

(ii) salaries of office and supervisory staff;

(iii) cost of office equipment, supplies and incidental material;

(iv) costs of computer equipment and facilities and computer maintenance;

(v) rent of office space, furnishings, fixtures and office equipment;

(vi) cost of producing Member and/or Participating Employer lists and addresses;

(vii) legal, consulting, actuarial and audit fees; and

(viii) such other expenses that in the opinion of the Board may be shared with a Settlor, Participating Trade Union, Participating Employer or any other trust fund,

provided that the Trust Fund is fairly compensated for any reasonable expenses it incurs in connection with such an agreement, or alternatively, provided that any amounts paid by the Trust Fund to a Settlor, Participating Trade Union, Participating Employer, or any other trust fund, in respect of the above costs and expenses, shall be certified by the auditor of the Trust Fund as being necessary and reasonable; and provided further that such cost sharing agreement provides that the Board may terminate such agreement at any time, with no more than 30 days' notice to all other parties.

9.03. **Appointment of Actuary**. The Board must engage the services of an Actuary. The fees of such Actuary must be paid from the Trust Fund.

9.04. **Appointment of Benefits Consultant**. The Board may engage the services of a Benefits Consultant. The fees of the Benefits Consultant must be paid from the Trust Fund.

9.05. **Appointment of Auditor**. The Board must engage the services of an auditor to perform, at least once in each year, an audit of the financial statements of the Plan, including the accounts of the Board. The fees of the auditor must be paid from the Trust Fund.

9.06. **Annual Audits**. The books of account and records of the Board, including the books of account and records pertaining to the Trust Fund, shall be audited at least once every year by the auditor of the Trust Fund, as of the fiscal year end of the Trust Fund. A statement of the results of the annual audit shall be available for inspection by interested persons at the principal office of the Board and at such other suitable place as the Board may designate from time to time. Copies of such statement shall be delivered to each Trustee within 60 days after that statement is prepared.

9.07. **Legal Counsel**. The Trustees may appoint legal counsel for the Plan. The fees of the legal counsel must be paid for from the Trust Fund.

9.08. **Records**. The Board shall maintain suitable and adequate records of and for the administration of the Trust Fund.

9.09. **Legal Proceedings**. The Board may commence such legal proceedings as it deems necessary and appropriate in connection with the interpretation or

enforcement of this Agreement and Plan Text and the administration of the Trust Fund as well as defending any legal proceedings which may be brought against them, the reasonable expenses for which shall be paid by the Trust Fund, except with respect to any proceedings brought against any Trustee in relation to any matter or thing arising out of his or her dishonesty, wilful misconduct, gross negligence, fraud or lack of good faith.

9.10. **Advice of the Court**. The Board may seek the advice, opinion or direction of an appropriate court on any matter pertaining to this Agreement or the administration of the Trust Fund or Plan.

9.11. **Information Requirements**. Participating Employers and Members shall:

(a) provide the Board with such information as the Board may reasonably request and all documentation required by law; and

(b) complete and remit to the Board an information form as prescribed by the Board.

9.12. **Reimbursable Expenses**. The Board is hereby empowered to reimburse each of BCPSEA and CUPE for any reasonable and necessary expenses, costs, fees or disbursements incurred prior to the date of this Agreement by BCPSEA or CUPE in connection with negotiating, concluding or implementing this Agreement, including without limitation, all compensation and reasonable and necessary expenses, costs, fees or disbursements incurred for actuarial or legal assistance from the following sources in the following order:

(a) Firstly, if the payment of Government LTD Funding otherwise receivable on January 1, 2003 is received by the Board prior to this date, from the interest or other investment income, if any, earned on such Government LTD Funding during the period commencing on the date that such payment of Government LTD Funding is received and ending on December 31, 2002.

(b) Secondly, if the interest or other investment income received by the Board pursuant to Paragraph 9.12(a) is insufficient, from the interest or other investment income, if any, earned on the fraction of Government LTD Funding determined in accordance with Paragraph 4.03(a).

(c) Thirdly, if the interest or other investment income received by the Board pursuant to Paragraph 9.12(b) is insufficient, from the interest or other investment income earned on the fraction of Government LTD Funding determined in accordance with Paragraph 4.03(b).

(d) Fourthly, if the interest or other investment income received by the Board pursuant to Paragraph 9.12(c) is insufficient and if any payment of Government LTD Funding otherwise receivable on January 1 for the years 2004, 2005 or 2006 is received by the Board prior to that January 1, from the interest, if any, earned on such Government LTD Funding during the period commencing on the date that

such payment of Government LTD Funding is received and ending on December 31 of that year.

(e) For greater certainty, any amounts paid to BCPSEA or CUPE pursuant to Paragraphs 9.12(a) through (d) shall be considered to be "expenses" incurred in respect of the Core LTD Program for the purposes of Paragraph 7.13(e) and shall be charged to the Government LTD Funding in accordance with Paragraph 7.13(e).

SECTION 10
INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

10.01. **Liability of Trustees**. The Trustees shall incur no liability, either collectively or individually, in acting in accordance with this Agreement, or upon any documents, data or information reasonably believed by them to be genuine and accurate and to have been made, executed, delivered or assembled by the proper parties.

10.02. **Liability and Indemnity**. No Trustee shall be liable for the act or omission of any other Trustee. The Trust Fund shall indemnify and save harmless the Trustees and each of them, of, from and against any loss, expense, claim, demand, action or thing of any nature whatsoever, arising out of the performance or purported performance of their duties or responsibilities hereunder except that this indemnity shall not, in any way, extend so as to protect any Trustee with respect to any matter or thing arising out of his or her own dishonesty, wilful misconduct, gross negligence or lack of good faith.

10.03. **Liability for Losses in Trust Fund**. The Trustees, individually or collectively, shall not be liable for the making, retention or sale of any investment or reinvestment made by them in accordance with this Agreement or in accordance with any other legal duties nor for any loss to or diminution of the Trust Fund, except a loss or diminution that resulted from the dishonesty, gross negligence, wilful misconduct or lack of good faith of the Trustee and no individual Trustee shall incur any liability for such loss or diminution unless he or she is a party to such dishonesty, gross negligence, wilful misconduct or lack of good faith.

10.04. **Liability for Other Matters.** The Trustees, individually or collectively, shall not be responsible or liable for:

(a) any matter, cause or thing arising due to the invalidity of all or any part of this Agreement or the Plan Text;

(b) any delay occasioned by any restriction or provision in this Agreement, the Plan Text, any contract procured in the course of the administration of the Plan or Trust Fund, or by any other proper procedure in such administration; or

(c) any Contributions required to be paid to the Trust Fund other than the Contributions a Trustee may be required or permitted to make under the Plan Text in the Trustee's capacity as a Member.

10.05. **Reliance on Advisors.** So long as the Trustees exercise reasonable care in the selection, instruction and supervision of a professional advisor, the Trustees shall incur no liability, either collectively or individually, in acting and relying upon the opinions or advice of the professional advisor.

10.06. **Further Assurances.** The Trustees shall do such things and execute and deliver such documents in order that any and all funds required to be paid out of the Trust Fund by way of indemnity as herein set forth are paid as required from time to time.

10.07. **Recourse Solely Against Trust Fund.** A Member or person claiming through a Member shall have recourse solely to the Trust Fund for any benefit or other payment under the Plan.

10.08. **Acting as a Director or Trustee of Other Body.**

(a) The Board may pay from the Trust Fund an amount it considers appropriate in the circumstances to indemnify, fully or partly, a Trustee against costs, loss or damages incurred or awarded against him or her as a result of any act or omission done, or omitted to be done, in good faith as trustee of another trust, or as director of a body corporate, to which the Trustee was appointed by the Board as trustee or director for the purpose of representing the Board in the operation of that other trust or body corporate.

(b) Despite Paragraph (a), where a loss suffered by the Trustee in serving as trustee of another trust, or as director of a body corporate, as described in Paragraph (a) results from liability to pay the deductible amount under an insurance policy that insured the other trust or body corporate, or its trustees and directors, against the loss except for the deductible amount, then the Board shall pay from the Trust Fund the amount necessary to indemnify the Trustee for liability to pay that part of the deductible amount that the Trustees consider was a reasonable deductible amount.

(c) For greater certainty, a Trustee's potential right to indemnification under this Subsection 10.08 while acting as a trustee of another trust or a director of a body corporate shall not derogate from any fiduciary duties that individual has to that other trust or body corporate. When acting in that other capacity, the individual shall have sole regard to his or her fiduciary duties to that other trust or body corporate.

10.09. **Extended Meaning of Trustee, etc**. Any reference in this Agreement to the indemnification or other protection of a Trustee shall, unless the context clearly

indicates otherwise, be deemed to also refer to Alternate Trustees and individuals who formerly held a Trustee or Alternate Trustee position.

10.10. **Bonding**. The Board may procure insurance or fidelity bonds for such persons as the Board considers necessary or proper. Such persons may be insured or bonded in such amounts and in such manner as the Board determines. The cost of such insurance or bonds shall be paid out of the Trust Fund.

10.11. **Fiduciary Liability and Other Insurance**. The Board may purchase and maintain such errors and omissions insurance or fiduciary liability insurance (or insurance of a similar nature or description) as it deems necessary for the Board, a Trustee or anyone else engaged in the administration or operation of the Plan or Trust Fund. The cost of all such insurance shall be paid out of the Trust Fund.

10.12. **Liability of Settlors**. No Settlor shall be responsible or liable for:

(a) any matter, cause or thing arising due to the validity of all or any part of this Agreement or the Plan Text;

(b) any delay occasioned by any restriction or provision in this Agreement, the Plan Text, the rules and regulations of the Trustees issued hereunder, or any contract to which the Trustees are party;

(c) any act or omission of the Trustees, either collectively or individually;

(d) any investment of the Trust Fund, including the making or retention of any deposit or investment of the Trust Fund, or any portion thereof, or the disposition of any such investment, or the failure to make any investment of the Trust Fund, or any portion thereof, or any loss or diminution of the Trust Fund;

(e) any of the obligations or acts of the Trustees notwithstanding that such Trustees may be associated with a Settlor, Participating Trade Union or a Participating Employer;

(f) any Contributions required to be paid to the Trust Fund, other than its own Contributions as may be required by the Plan Text, a Collective Agreement or a Participation Agreement;

(g) any losses, expenses, claims, demands or actions in connection with the establishment, administration or operation of the Trust Fund; or

(h) the provision of, or failure to provide, any Benefit.

SECTION 11
FIDUCIARY RESPONSIBILITIES

11.01. **Duty of Care**. In administering the Plan and Trust Fund, each Trustee must:

(a) act honestly, in good faith and in the best interests of the Members and former Members and any other persons to whom a fiduciary duty is owed;

(b) deal at arms' length from each Participating Employer;

(c) exercise the care, diligence and skill that a person of ordinary prudence would exercise when dealing with the property of another person; and

(d) use all relevant knowledge and skill that he or she possesses or, by reason of each individual's profession, business or calling, ought to possess.

11.02. **No Conflict of Interest**. No Trustee shall knowingly permit his or her other interests to conflict with his or her powers, duties and responsibilities in respect of the Plan and Trust Fund.

11.03. **Restrictions on use of Agents**. Where it is reasonable and prudent in the circumstances to do so, the Board may employ or appoint one or more agents to carry out any act required to be done in the administration of the Plan or in the administration and investment of the Trust Fund. If the Board employs or appoints such an agent, the Board shall personally select the agent and be satisfied of the agent's qualifications and suitability to perform the duties for which the agent is employed or appointed, and the Board shall carry out such supervision of its agents as is prudent and reasonable. Any agent so appointed or employed is not entitled to any payment from the Trust Fund other than the usual and reasonable fees and expenses for the services provided by the agent in respect of the Plan and Trust Fund.

11.04. **Restrictions on Benefits Payable to Trustees**. No Trustee is entitled to any benefit from the Plan or Trust Fund other than the Benefits provided for in the Plan Text, and any remuneration and reimbursement of expenses related to the administration of the Plan Text or the administration and investment of the Trust Fund permitted by the common law or provided for in this Agreement or the Plan Text.

SECTION 12
AMENDMENTS

12.01. **Amendment**. The Settlors may amend this Agreement in whole or in part, their mutual agreement evidenced by an instrument in writing. Any such amendment may take effect retroactively or otherwise, as the Settlors determine. No amendment shall

authorize or permit any part of the corpus or income of the Trust Fund to be used for or diverted to purposes other than for the exclusive benefit of the Members or their beneficiaries or estates or cause the Public Education Benefits Trust to no longer qualify as an ELHT.

12.02. **Amendment by Trustees**. Despite Subsection 12.01, the Trustees of the Board may amend this Agreement in whole or in part, their agreement to do so evidenced by an instrument in writing, to the extent necessary to maintain any preferred tax status of the Trust Fund including without limitation qualification as an ELHT.

SECTION 13
TERMINATION OF TRUST FUND

13.01. **Termination by the Settlors.** The Settlors may terminate this Agreement, their mutual agreement evidenced by an instrument in writing delivered to the Board and written notice thereof shall indicate the date of termination. The Board shall wind up and terminate the Trust Fund within 120 days of such date of termination in the following manner in the following order:

(a) provide for a final audit and accounting for the purpose of the termination of the Trust Fund;

(b) make payment or provision for payment out of the Trust Fund of all expenses, claims and obligations of the Trust Fund including the expenses incidental to such termination; and

(c) subject to Subsection 7.13, distribute the balance or surplus, if any, in the form of additional Benefits among Members in a manner permitted by the ELHT Rules.

13.02. **Notification of Termination**. Upon termination of the Trust Fund in accordance with this Section 13, the Board shall forthwith notify the Settlors, Participating Trade Unions, Participating Employers, and any other necessary parties and the Trustees shall continue as Trustees for the purpose of winding up the affairs of the Trust.

13.03. **Use of Trust Fund.** Under no circumstance shall any portion of the Trust Fund or income of the Trust Fund, either on winding up or termination of the Trust Fund, or at any other time, revert to or accrue to the benefit of any Participating Employer. However, nothing in this Subsection 13.03 (or any other provision of this Agreement) in any way precludes the Board from applying surplus assets within the Trust Fund to the reduction (in whole or in part) of Contributions otherwise payable by the Participating Employers or the Members (or both), or in considering the amount of surplus assets within the Trust Fund when determining the rates of Contributions which the Participating Employers and Members must make.

SECTION 14
MISCELLANEOUS PROVISIONS

14.01. **No Duty to Inquire**. All persons dealing with the Trustees are released from inquiry into any decision or authority of the Trustees and from seeing to the application of any monies, securities or other property paid or delivered to the Trustees and may rely upon any document required to be executed by the Trustees which has been executed as provided herein, as having been duly authorized.

14.02. **Further Assurances**. Each Trustee shall from time to time and at any time hereafter, upon each reasonable written request to do so, make, do, execute and deliver or cause to be made, done, executed and delivered all such further acts, deeds, assurances, things and written instruments as may be necessary in the opinion of any party, for more effectively implementing and carrying out the intent of this Agreement.

14.03. **Notices**.

(a) Any notice provided for herein to be given shall be in writing and shall be effectively given if delivered personally, by personal delivery, facsimile or prepaid registered mail addressed to the Trustees, any Settlor, Participating Trade Union, or to any Participating Employer, at their last address known.

(b) Any notice so given shall be deemed to have been given if delivered personally or given by fax on the day of delivery or if given by prepaid registered mail five business days following the date of mailing of such notice.

14.04. **Illegality**. If any provision of this Agreement, the Plan Text or the rules and regulations made pursuant hereto, or any steps in the administration of the Trust Fund, are held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of this Agreement, the Plan Text, or the said rules and regulations, unless such illegality or invalidity prevents accomplishment of the objectives and purposes of this Agreement, the Plan Text or the health and welfare provisions of any Collective Agreement.

14.05. **Fiscal Year**. The fiscal year of the Trust Fund shall end on the 31st day of December, in each year.

14.06. **Situs and Governing Law**. The Province of British Columbia shall be deemed to be the situs of the Trust Fund and all questions pertaining to the validity, construction and administration of this Agreement, the Plan Text, the Plan or the Trust Fund shall be determined in accordance with the laws of the Province of British Columbia.

14.07. **Preamble and Schedules**. The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that the

Preamble and the various Schedules hereto are expressly incorporated into and form part of this Agreement.

14.08. **Survival of Provisions**. The provisions of this Agreement which, by their context are meant to survive the termination of this Agreement, shall so survive the termination of this Agreement.

IN WITNESS WHEREOF the parties hereto, in consideration of the mutual premises and undertakings herein set forth, and intending to be legally bound hereby, have caused this Agreement to be executed as of the date and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:	)	**CANADIAN UNION OF PUBLIC EMPLOYEES**
Madhu Prasad Madhu Prasad (Nov 25, 2026 18:54:07 MST)	)	**Per:** Martina Boyd (Nov 25, 2026 17:30:31 PST)
Witness	)	
Madhu Prasad	)	**Per:** Martina Boyd
Witness	)	
SIGNED, SEALED AND DELIVERED in the presence of:	)	**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**
Lisa Nasu Lisa Nasu (Nov 26, 2026 11:15:55 MST)	)	**Per:** Bruce Anderson (Nov 26, 2026 09:55:03 MST)
Witness	)	
Lisa Nasu	)	**Per:** Bruce Anderson
Witness	)	

SCHEDULE A

Support Staff Union Locals

Union Local No.:	Name of School District:
CUPE 4165	Southeast Kootenay
CUPE 440	Rocky Mountain
CUPE 748	Kootenay Lake
CUPE 2450	Arrow Lakes
CUPE 5150	Revelstoke
CUPE 523	Okanagan-Similkameen
	Okanagan Skaha
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CUPE 1285	Kootenay-Columbia
CUPE 5523	Vernon
CUPE 3523	Central Okanagan
IUOE 959	Cariboo-Chilcotin
CUPE 4990	Quesnel
CUPE 441	Chilliwack
CUPE 1260/1851	Langley
CUPE 728	Surrey
CUPE 1091	Delta
CUPE 716	Richmond
CUPE 407	Vancouver
CUPE 15	Vancouver
IUOE 963	Vancouver
CUPE 409	New Westminster
CUPE 379	Burnaby
CUPE 703	Maple Ridge
CUPE 561	Coquitlam
CUPE 389	North Vancouver
WVMEA	West Vancouver
CUPE 801	Sunshine Coast
CUPE 476	qathet
CUPE 779	Sea to Sky
NTSA	Central Coast
CUPE 2020	Haida Gwaii
CUPE 2098	Boundary
IUOE 882B	Prince Rupert
CUPE 2145	Bulkley Valley
CUPE 3742	Prince George
CUPE 4991	Prince George
CUPE 847	Nicola Similkameen
BCGEU 710	Peace River South
CUPE 4992	Peace River South

Union Local No.:	Name of School District:
Teamsters 31	Peace River South
CUPE 4653	Peace River North
CUPE 947/382	Greater Victoria
CUPE 459	Sooke
CUPE 441	Saanich
CUPE 788	Gulf Islands
CUPE 606	Nanaimo-Ladysmith
CUPE 5101	Cowichan Valley
CUPE 3570	Qualicum
CUPE 727	Pacific Rim
CUPE 439	Comox
CUPE 723	Campbell River
CUPE 3500	Kamloops-Thompson
CUPE 173	Gold Trail
CUPE 593	Mission
CMAW 2423	Fraser-Cascade
USW 1-1937	Cowichan Valley
BCGEU 710	Fort Nelson
CUPE 2052	Coast Mountains
CUPE 2769	Vancouver Island West
CUPE 2052-02	Stikine
CUPE 401	Vancouver Island North
CUPE 4177	Nechako Lakes
CUPE 2298	Nisga’a
CUPE 4227	Conseil Scolaire Francophone

SCHEDULE B
Compulsory Employers

SD#	Name of School District	SD#	Name of School District
5	Southeast Kootenay	57	Prince George
6	Rocky Mountain	58	Nicola-Similkameen
8	Kootenay Lake	59	Peace River South
10	Arrow Lakes	60	Peace River North
19	Revelstoke	61	Greater Victoria
20	Kootenay-Columbia	62	Sooke
22	Vernon	63	Saanich
23	Central Okanagan	64	Gulf Islands
27	Cariboo-Chilcotin	67	Okanagan Skaha
28	Quesnel	68	Nanaimo Ladysmith
33	Chilliwack	69	Qualicum
35	Langley	70	Pacific Rim
36	Surrey	71	Comox
37	Delta	72	Campbell River
38	Richmond	73	Kamloops-Thompson
39	Vancouver	74	Gold Trail
40	New Westminster	75	Mission
41	Burnaby	78	Fraser-Cascade
42	Maple Ridge-Pitt Meadows	79	Cowichan Valley
43	Coquitlam	81	Fort Nelson
44	North Vancouver	82	Coast Mountains
45	West Vancouver	83	Ḵwsaltktnéws ne Secwepemcúl’ecw
46	Sunshine Coast		
47	qathet	84	Vancouver Island West
48	Sea to Sky	85	Vancouver Island North
49	Central Coast	87	Stikine
50	Haida Gwaii	91	Nechako Lakes
51	Boundary	92	Nisga’a
52	Prince Rupert	93	Conseil Scolaire Francophone
53	Okanagan-Similkameen		
54	Bulkley Valley		

SCHEDULE C

PUBLIC EDUCATION BENEFITS JOINT TRUST AGREEMENT

Participation Agreement

TO: **The Board of Trustees of the Public Education Benefits Trust (the "Board")**

FROM: _____**(the "Applicant")**

The Applicant acknowledges receipt of copies of the Public Education Benefits Joint Benefits Trust Agreement (the "**Trust Agreement**") pursuant to which the "Public Education Benefits Plan" (the "**Plan**") and the Public Education Benefits Trust Fund are established.

Capitalized terms used in this Participation Agreement and not defined in this Participation Agreement have the meanings given to them in the Trust Agreement.

The Applicant hereby applies to the Board to participate in the Trust Agreement as an "Permitted Employer".

In consideration of the Board accepting this application as evidenced by the Board executing this Participation Agreement, the Applicant:

- warrants and represents that it has full and sufficient authority to enter into this Participation Agreement, and that in doing so the Applicant will not be in breach of any collective agreement or understanding with any trade union which represents the classes or categories of employees listed on Appendix 1 hereto;

- agrees to provide the Board such documentation as the Board may reasonably require to verify the truth and accuracy of the foregoing warranty and representation; and

- further agrees to the following:

  (i) to pay Contributions promptly in such amounts and at such times as the Board may from time to time decide;

  (ii) to furnish the Board promptly with reports, payroll records, timesheets, accounting information and any other information as the Board may from time to time reasonably require;

  (iii) to be bound by all the terms and provisions of the Trust Agreement and the Plan, as each is amended from time to time;

  (iv) to duly perform all of the obligations and duties, and accept all the liabilities, imposed upon Permitted Employers by the Trust Agreement;

(v) that the provision of Other Benefits under the Plan shall be in accordance with the Trust Agreement, the Plan, and the applicable Collective Agreement(s);

(vi) to complete and submit with this Participation Agreement Appendix 1 attached hereto, which lists the classes or categories of employees of the Applicant for whom Other Benefits are to be provided under the Plan;

(vii) to ensure that all of the employees of the Applicant for whom Other Benefits are to be provided under the Plan, as set out in Appendix 1, complete such documents and forms as the Board may require, and to deliver the completed documents and forms promptly to the Board or such other person as the Board may direct;

(viii) to notify the Board promptly if there is change to any of the information contained in Appendix 1 and provide an amended Appendix 1 to be attached to this Participation Agreement;

(ix) that this Participation Agreement, when approved and accepted by the Board, shall be binding upon the Applicant and the Applicant's successors; and

(x) the Applicant may withdraw from participation in the Plan in accordance with the provisions of the Trust Agreement on the condition that in so doing the Applicant shall not be in breach of any collective agreement or understanding with any trade union representing the classes or categories of employees listed on Appendix 1 hereto. The Applicant shall indemnify and save the Board harmless from all claims, demands, actions, expenses and costs, including the Board's actual solicitor and own client legal fees and disbursements, arising directly or indirectly from any purported withdrawal from the Plan by the Applicant in contravention of this Participation Agreement.

REQUESTED EFFECTIVE DATE: _____

_____
Name of Applicant

Per: _____
Authorized Signatory

_____
(Please Print Name and Title)

Date: _____

APPENDIX 1
to SCHEDULE C

***Classes or Categories of Employees of the Permitted Employer who will become "Members" under the Trust Agreement entitled to receive Other Benefits in accordance with the Plan, the Trust Agreement and the applicable Collective Agreement(s)*:**

Description of Classes or Categories of Employees:

_____

_____

_____

_____

SCHEDULE D

THE PUBLIC EDUCATION BENEFITS TRUST FUND
Appointment and Acceptance of Trust

TO: THE BOARD OF TRUSTEES OF THE PUBLIC EDUCATION BENEFITS TRUST FUND

The undersigned acknowledges receipt of a copy of the Public Education Benefits Joint Trust Agreement (the "**Agreement**") pursuant to which the Public Education Benefits Plan (the "**Plan**") and the Public Education Benefits Trust Fund (the "**Fund**") are established.
The undersigned is hereby appointed to act as a Trustee of the Plan and the Fund by the appointing party described below for a term ending on December 31, 20____.

The undersigned confirms that the undersigned is a permanent resident of Canada, and agrees to immediately notify the other Trustees if this ever ceases to be the case.

The undersigned consents to act as a Trustee of the Plan and Fund pursuant to the terms of the Agreement.

The undersigned hereby accepts the trusts created and established by the Agreement, and agrees to administer the Plan and Fund in accordance with the provisions of the Agreement.

The undersigned agrees that until further notice communications may be sent to the undersigned at the following address(es) or number appropriate to the communication:

_____
[Street address, City, Postal Code]

_____ _____
[Facsimile number] [E-mail address]

DATED at _____, British Columbia, this ___ day of _____, 20___

_____ _____
[Name of Appointing Party] Trustee

Per: _____ _____
Witness

Davis:4984880.2

PEBT Trustee Agreement - amended November 24, 2026

Final Audit Report 2026-11-26

Created:	2026-11-25
By:	Lori Lofthaug (llofthaug@cupe.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8-58ESzvz5G9SyChnDpi42YtQmITHWmo

"PEBT Trustee Agreement - amended November 24, 2026" History

Document created by Lori Lofthaug (llofthaug@cupe.ca)
2026-11-25 - 4:16:17 PM GMT

Document emailed to martinaboyd@cupe.ca for signature
2026-11-25 - 4:18:57 PM GMT

Email viewed by martinaboyd@cupe.ca
2026-11-25 - 6:45:45 PM GMT

Signer martinaboyd@cupe.ca entered name at signing as Martina Boyd
2026-11-26 - 1:30:29 AM GMT

Document e-signed by Martina Boyd (martinaboyd@cupe.ca)
Signature Date: 2026-11-26 - 1:30:31 AM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Document emailed to Madhu Prasad (mprasad@cupe.ca) for signature
2026-11-26 - 1:30:33 AM GMT

Email viewed by Madhu Prasad (mprasad@cupe.ca)
2026-11-26 - 1:30:42 AM GMT

Document e-signed by Madhu Prasad (mprasad@cupe.ca)
Signature Date: 2026-11-26 - 1:54:07 AM GMT - Time Source: server - Signature Appearance Selected: TYPE

Document emailed to brucea@bcpsea.bc.ca for signature
2026-11-26 - 1:54:09 AM GMT

Email viewed by brucea@bcpsea.bc.ca
2026-11-26 - 1:54:30 AM GMT

Adobe Acrobat Sign

Signer brucea@bcpsea.bc.ca entered name at signing as Bruce Anderson

2026-11-26 - 4:55:01 PM GMT

Document e-signed by Bruce Anderson (brucea@bcpsea.bc.ca)

Signature Date: 2026-11-26 - 4:55:03 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Document emailed to lisan@bcpsea.bc.ca for signature

2026-11-26 - 4:55:05 PM GMT

Email viewed by lisan@bcpsea.bc.ca

2026-11-26 - 4:55:33 PM GMT

Signer lisan@bcpsea.bc.ca entered name at signing as Lisa Nasu

2026-11-26 - 6:15:53 PM GMT

Document e-signed by Lisa Nasu (lisan@bcpsea.bc.ca)

Signature Date: 2026-11-26 - 6:15:55 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.

2026-11-26 - 6:15:55 PM GMT