
**BCGEU UBC CHILD CARE SERVICES BARGAINING
SUMMARY OF KEY LANGUAGE CHANGES
May 1, 2022 – April 30, 2025**

Preamble:

Reframes the entire agreement consistent with the parties' mutual interest in an inclusive, diverse, anti-racist, and respectful workplace.

Article 1.1 (No Discrimination)

Language updated to reflect changes to the *Human Rights Code*, specifically adding *Indigenous identity* as a prohibited ground of discrimination under the Code.

Article 4.7 (Job Postings)

The job posting process has been streamlined to allow for positions to be posted internal and external to the bargaining unit at the same time and to post notice of the position in the Child Care Services Main Office and on UBC's website.

Article 4.8 (Priorities in Hiring)

Qualified candidates from groups that have been historically underrepresented will be considered for positions prior to existing internal qualified candidates. Qualified applicants from historically underrepresented groups will be asked to identify in the application process for this consideration by the hiring committee.

Article 4.15 (Reduction in Hours)

Regular employees will receive a minimum of four weeks notice or pay in lieu of notice when there is a reduction in their hours.

Article 4.17 (Layoff and Recall)

Layoff and Recall language has been further clarified to capture the Employers obligations and employees recall rights.

Article 5.1 (Workday) and Article 5.2 (Workweek)

Specific reference to child care programs has been eliminated and the definition of a standard work week has been clarified to consist of five working days of seven and one-half hours each, from Monday to Friday. Regular full-time hours have also been defined as a minimum of thirty-six (36) hours to a maximum of forty (40) hours each week inclusive of relief and meal breaks. Anyone working an alternate schedule will be pro-rated against the standard work week.

Article 6.3 (Vacation Entitlement)

Language has been clarified and a formula has been inserted to reflect how a day of paid vacation is calculated for those working a non-standard work week.

Article 6.4 (Vacation Scheduling)

Scheduling of vacations will be by Centre according to bargaining unit-wide seniority rather than child care centre specific.

Article 6.5 (Accumulation or Carryover of Vacation)

Employees requesting vacation deferral must submit their requests in writing by November 15th of each year and will be approved in writing no later than December 1st of that year. Vacation deferral cannot be compounded year to year and approvals will be based on centre seniority and operational requirements.

Article 7.1 (Paid Holidays):

National Day for Truth and Reconciliation has been added as a statutory holiday.

Article 8.1 (Sick Leave Allotment)

The language has been clarified to reflect regular full-time employees will accrue, **on average**, one and one-quarter days per month sick leave with full pay, to a maximum of 120 days. An hourly paid employees' accrual will fluctuate month to month based on hours worked within each pay period.

Illness and injury entitlement as per the Employment Standards Act has also been incorporated.

Article 8.17 (Leave of Absence without Pay) and Article 8.24 (Domestic or Sexual Violence Leave)

Additional leaves covered under the Employment Standards Act have been captured.

Article 9.4 (Workers' Compensation)

An employee whose claim for temporary disability benefits is accepted by WorksafeBC will be paid an advance at 90% of average net earnings for each day the employee is off on Workers' Compensation.

Article 9.5 Pension and NEW LOA Re: Pension

Effective May 1, 2023, the University will increase its pension contributions to 6% from the current 4%. Members pension contributions will also increase from 4% to 6%.

The University and Union have agreed to meet to review the feasibility of moving onto the UBC

Staff Pension Plan. Any recommendations flowing from those discussions will likely be the subject of bargaining for the next renewal collective agreement.

Article 16.1, 16.2 (Auxiliary Employees)

Auxiliary employees' status and entitlements have been clarified throughout the Agreement. Specific language regarding the definition of an Auxiliary employee (Article 4.2), seniority definition/seniority list (Article 4.13) and vacation entitlements (Article 6.3) have been incorporated into the appropriate articles. Auxiliary employees will be paid vacation pay equivalent to 6% of gross earnings on each cheque with no option to bank their vacation pay.

References to regular auxiliary employees have also been removed.

Article 16.3 (Call-In Procedures)

Auxiliary call in procedures have been defined including how qualified auxiliaries will be called in (seniority order), deadlines for when availability must be provided, and limits on the number of shifts an auxiliary employee has the right to refuse per month.

Article 17 (Professional Development):

The Professional Development Fund will be increased by the same percentage increase and on the same dates as the general wage increases.

APPENDIX A (Salary Scale/General Wage Increases/Cost of Living Adjustment LOA)

General Wage Increases

The general wage increases for each year of the agreement are as follows:

1. May 1, 2022 – Increase all rates of pay by \$0.25 cents per hour and then an additional increase of pay by 3.24%.
2. May 1, 2023 – Increase all rates of pay by 6.75%. (Note: GWI Yr. 2 is based on recognition of a COLA* amount of 1.25% in addition to a 5.5% wage Increase).
3. May 1, 2024 – Increase all rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%, subject to the COLA LOA* which establishes the criteria for calculating the wage increase.
- 4) COLA LOA to provide additional clarity on how to determine COLA adjustments for April 1, 2023 and April 1, 2024.

Article 18.1 (Duration of the Collective Agreement)

The term of the agreement will be from May 1, 2022 to April 30, 2025.

APPENDIX B (Definitions of Employee Classifications)

The definitions of employee classifications have been updated to reflect current needs and industry terminology.

A new Auxiliary Employee pay grid has been established with definitions clarifying how auxiliary employees will be placed within the classification based on their qualifications.

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| Step 1 | An employee who is recognized as a Responsible Adult as per Child Care Licensing Regulation (CCLR) |
| Step 2 | An employee who is currently enrolled in the basic Early Childhood Education certification program or who holds an ECEA certification. |
| Step 3 | An employee who holds a valid Early Childhood Educator, Infant/Toddler Educator, or Special Needs certificate. |

Auxiliary employees who are placed into a temporary appointment will receive the rate of pay associated with the classification of the position.

NEW LOA Re: Cost of Living Adjustments

Clarification on how the cost of living adjustments noted above will be calculated for each 12 month period.

NEW LOA Re: Targeted Wage Adjustments – Auxiliary Employees

As noted above, Auxiliary employees in *Auxiliary Employee* and *Auxiliary Employee 2* classifications will be moved to a newly created *Auxiliary Employee* classification and salary scale. Employees will be placed in the new classification according to their qualifications as noted in Appendix B – Definitions of Employee Classifications.

These adjustments will be made effective May 1, 2023 and a targeted increase of \$0.25/hr will be applied to all employees in the new Auxiliary Employee classification.

NEW LOA Re: Regular Auxiliary Educators

Incumbent Regular Auxiliary Educators will continue to receive the general wage increases but will not move to the new Auxiliary Employee classification until such time the employee leaves the Regular Auxiliary Educator classification.

The parties agree that the Regular Auxiliary Educator classification is obsolete and no new hires will be placed into this classification.

NEW LOA Re: Sustainable Transportation Program:

\$35,000 per year in funding set aside to explore sustainable transportation options such as discounted transit passes and van pools for eligible employees.

NEW LOU Re: Recruitment and Retention Initiatives

Understanding to support recruiting initiatives that may require modifications to terms and conditions by establishing a framework to address these and placing an obligation on the union not to withhold agreement unreasonably.

NEW LOU Re: Overpayments:

An agreement of terms on repayment of monies owed to the University based on the employee's wages.

Equity, Diversity, and Inclusion (EDI) and Indigenization Initiatives

An EDI and Indigenization lens has been applied to new language and existing language in the collective agreement. There is agreement on:

Article 8.14 (Bereavement Leave):

Definition of immediate family expanded and amended to include leave for an indigenous elder or close family member for self-identifying indigenous employees.

New Article 9.8 (Trans Inclusion)

Explicit commitment to provide a supportive, respectful, and inclusive work environment for gender diverse members. If requested, support in gender affirming changes and plans. Commitment to ensuring privacy and updating of records to reflect the member's name and gender change.

New Article 8.25 (Indigenous Leave for Ceremonial, Cultural or Spiritual Events)

Up to two days' paid leave for self-identifying Indigenous members to participate in ceremonial, cultural or spiritual events. Requests for additional unpaid leave will not be unreasonably denied.

NEW LOU Re: Indigenous Alternative Resolution Process

The establishment of a working group to explore implementation of an alternative Indigenous Resolution Process.

NEW LOU Re: Opportunities for Underrepresented Groups Working Group

The working group will be tasked with identifying and developing initiatives to attract prospective employees from historically underrepresented groups and to identify areas in the collective agreement where initiatives and programs may be undertaken to advance and promote equity, diversity and inclusion.