

MEMORANDUM OF AGREEMENT

Between

The University of British Columbia Child Care Services

(the "University")

and

B.C. General Employees Union (BCGEU)

(the "Union")

The parties agree to recommend to their respective principals the following as the renewal of the collective agreement (the "current agreement"):

1. Provisions of the current agreement in effect:

All provisions of the current agreement in effect from May 1, 2019 through April 30, 2022 shall continue in effect except as specifically amended or altered by this memorandum. Letters of Understanding and Letters of Agreement are not renewed except as provided for in #3 below.

2. Amendments and alterations agreed to in negotiation meetings

All items agreed to by the parties' negotiation committees and set out below, and attached to this memorandum, shall amend and alter the current agreement:

Article	Subject Matter	Date of Tentative Agreement
	Preamble	February 21, 2023
1.1	No Discrimination	February 21, 2023
3.8	Copies of the Agreement	February 21, 2023
4.2	Definition of an Auxiliary Employee	March 1, 2023
4.7	Job Postings	February 24, 2023
4.8	Priorities in Hiring	March 1, 2023
4.9	Consultation in Hiring	February 21, 2023
4.10	Probation	February 21, 2023
4.11	Performance Evaluations	February 21, 2023
4.12	Trial Period	February 21, 2023
4.13	Seniority Definition and Seniority List	February 24, 2023
4.14	Loss of Seniority	February 21, 2023
4.15	Reduction in Hours	March 24, 2023
4.16	Professional Fees	February 21, 2023
4.17	Layoff and Recall	March 24, 2023
4.19	Official University Closure	February 24, 2023
5.1	Work Day	March 24, 2023
5.2	Work Week	March 24, 2023
5.5	Parent and Other Meetings	February 21, 2023
6.1	Vacation Year	February 21, 2023

6.2	Vacation for the First Incomplete Year	March 24, 2023
6.3	Vacation Entitlement	March 23, 2023
6.4	Vacation Scheduling	February 24, 2023
6.5	Accumulation or Carryover of Vacation	February 24, 2023
6.7	Approved Leave of Absence During Vacatio	February 21, 2023
7.1	Paid Holidays	March 24, 2023
8.1	Sick Leave Allotment	March 25, 2023
8.14	Bereavement Leave	March 24, 2023
8.17	Leave of Absence Without Pay	March 1, 2023
8.22	Special Leave of Absence without pay for Union Activities	March 24, 2023
8.23	Elections	March 1, 2023
8.24	Domestic or Sexual Violence Leave	February 21, 2023
8.25	Indigenous Leave for Ceremonial, Cultural Or Spiritual Events	March 24, 2023
8.5	Medical Appointments	March 24, 2023
8.6	Sick Leave	March 24, 2023
8.9	Pregnancy and Parental Leave	March 23, 2023
8.10	Aggregate Leave	March 24, 2023
8.12	Sick Leave for Pregnant Employees	March 23, 2023
8.14	Bereavement Leave	March 24, 2023
9.4	Workers Compensation	March 5, 2023
9.5	Pension	March 24, 2023
9.8	Trans Inclusion	March 25, 2023
10.5	Reinstatement for Unjust Cause	February 21, 2023
13.10	Part-Time Employment	March 25, 2023
16.1, 16.2	Auxiliary Employee	March 1, 2023
16.3	Call-In Procedures	March 25, 2023
17.0	Professional Development	March 24, 2023
18.1	Duration of the Collective Agreement	March 24, 2023
18.2	Notice to Bargain	March 24, 2023
18.4	Changes in Agreement	March 24, 2023
Appendix A	Salary Scale	March 24, 2023
Appendix B	Definitions of Employee Classifications	March 25, 2023

3. Letters of Understanding and Agreement

The agreement shall include the following letters of understanding that are attached to this memorandum:

Letter	Subject Matter	Date of Tentative Agreement
LOA #2	Job Sharing	February 21, 2023
LOA #3	Worksite Closure	February 21, 2023
LOA #5	Targeted Market Rate Adjustment (Auxiliaries)	February 21, 2023
LOA #7	Health Spending Account (Article 9)	

	Distribution	February 21, 2023
LOA #8	Integrated Renewal Program	February 21, 2023
LOA #10	On Call Auxiliaries	February 21, 2023
NEW LOA	Pension	March 24, 2023
NEW LOA	Targeted Wage Adjustments – Auxiliaries	March 25, 2023
NEW LOA	Health and Welfare Benefits	March 24, 2023
NEW LOA	Regular Auxiliary Educators	March 24, 2023
NEW LOU	Indigenous Alternative Resolution Process	March 1, 2023
NEW LOU	Sustainable Transportation Program	March 24, 2023
NEW LOU	Opportunities for Underrepresented Groups	March 1, 2023
NEW LOU	Overpayments	March 25, 2023
NEW LOU	Recruitment and Retention Initiatives	March 24, 2023
NEW LOA	Cost of Living Adjustment	March 24, 2023

4. Salary Grid

General Wage Increases

General Wage Increases as follows and to be included in a renewed Collective Agreement. Retroactive payments to be made to active employees as of the date of ratification.

May 1, 2022	Increase all rates of pay by a flat \$0.25/hour and a 3.24% GWI.
May 1, 2023	Increase all rates of pay by a 6.75% GWI. (Note: Year 2 GWI is based on recognition of a COLA amount of 1.25% in addition to a 5.5% wage increase).
May 1, 2024	Increase rates of pay by the annualized average of BC CPI over twelve months starting March 1, 2023 to a minimum of 2% and a maximum of 3%, subject to the COLA LOA.

5. Term

The term of the agreement shall be from May 1, 2022 and up to and including April 30, 2025.

6. Ratification

When both parties have ratified the agreement and notified each other in writing, the agreement shall come into effect.

Agreed to this 25th day of march, 2023.

FOR THE UNIVERSITY:


FOR THE UNION:


Sabriena Aujla


Zoe Towle


Mike Vizsolyi

Freyja Sankey



Karen Vaughan


Gail Gordon


Rob Wharton


Rachel Lanphear


David Sandoe


Shannon Heighes


Mark 2023

PREAMBLE

The purpose of this agreement is to set forth and establish the terms and conditions of employment and to provide machinery for the prompt disposition of disputes so that efficient operations and harmonious relationships may be maintained between the University and the employees to the benefit of both parties and the community they serve.

The parties recognize that such mutual benefits are achieved by contributing to the University's mission of excellence in teaching and research through the provision of child care services that enhance the environment and opportunities for learning, teaching, working, and research for students, staff and faculty.

This is the Collective Agreement, made and entered into on the _____ day of _____, 2023, between the University of British Columbia (hereinafter referred to as the "University Employer") and the BC General Employees' Union (hereinafter referred to as the "Union"), collectively the "Parties". It establishes the terms and conditions of employment for employees of the University Employer for whom the Union has been certified as the sole bargaining agent.

The Parties mutually and expressly acknowledge that the University's Point Grey Campus is situated upon the traditional, ancestral, and unceded territory of the Musqueam people.

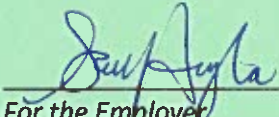
The purpose and effect of this Collective Agreement is to reflect the Parties' mutual interests in:

1. Fostering a diverse, inclusive, anti-racist, and respectful workplace that reflects the values of the University Employer and the Union;
2. fostering and enhancing a harmonious relationship between the University Employer and its employees;
3. establishing, fostering, and enhancing a collaborative and harmonious relationship between the University Employer and the Union;
4. to provide for orderly and efficient consideration and settlement of all matters of collective bargaining and mutual interest;
5. to provide for orderly and efficient dispute resolution; and, to maintain the efficient and effective operation of the University.
6. to maintain the efficient and effective operation of the University.

In the furtherance of the above principles, and in consideration of the Parties' mutual obligations under Section 2 of the *Labour Relations Code*, the Parties hereby agree as follows:

Agreed to:


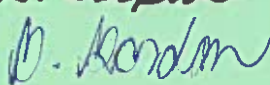

For the Union


For the Employer


For the Union


For the Employer

Date: Feb 21 2023


K. Taylor

D. Gordon


ARTICLE 1 - UNION RIGHTS AND RECOGNITION

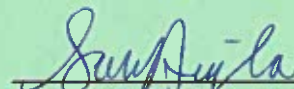
1.1 No Discrimination

The ~~University~~ Employer agrees that there will be no discrimination against an employee or intended employee by reason of Indigenous identity, age, race, ancestry, colour, place of origin, political belief, religion, sex, sexual orientation, gender identity or expression, marital status, family status, physical or mental disability, or because of a conviction for a criminal or summary conviction charge that is unrelated to the employment of the person.

Pursuant to the above, the parties hereto subscribe to the principles of the Human Rights Code of British Columbia.

Agreed to:



For the Union


For the Employer


For the Union


For the Employer


For the Union


For the Union


For the Union

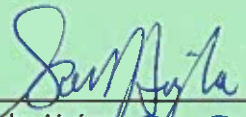
Date: Feb 21 2023.


ARTICLE 3 – UNIVERSITY-UNION RELATIONS


3.8 Copies of the Agreement


The Union and the University **Employer** jointly agree to provide all present and new employees with a copy of the agreement. Copies of the agreement will be posted electronically with a minimal number of printed copies available upon request for those who may not have electronic access. Two printed copies of the agreement will be placed in each childcare centre. The cost of reproducing this agreement shall be shared by the Union and the University.

Agreed to:

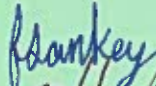



For the Union **EMPLOYER**


For the Employer **Union**


For the Union **EMPLOYER**


For the Employer

Date: Feb 21, 2023



R. Lempin

B. Gordon

Date Tabled: March 1, 2023

Time Tabled: 11:37am

Bargaining Proposal: Article 4.2 – Definition of an Auxiliary Employee

The Parties agree to recommend the following change to the Collective Agreement:

Between the

University of British Columbia
(Child Care Services Program)

And

B.C. General Employees' Union (BCGEU)

Re: Article 4.2 – Definition of an Auxiliary Employee

4.2 Definition of an Auxiliary Employee


(a) ~~An employee who is employed~~ [Moved from 16.1(a)] **Auxiliary employees are employed on an on-call basis** for work which is not of a continuous nature, such as:

~~(a)(1)~~ **(1)** positions created to carry out special projects of work which are not continuous; and

~~(b)(2)~~ **(2)** temporary positions created to cover employees [Moved from 16.1(a)] **absences due to** on vacation, **leaves such as** sick leave, educational leave, compassionate leave, pregnancy leave, parental ~~and adoption~~ leave or **to augment staff during peak periods**, other leave. ~~With the exception of maternity, parental and adoption leaves, these periods shall not exceed three months unless the University and Union agree otherwise.~~

See Article 16 for the employment status of auxiliary employees. ~~See Appendix B for the definition of a Regular Auxiliary Employee.~~

For the University:

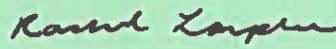
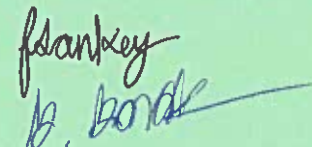

Sabina Aulla
Senior Manager, Employee Relations

March 1, 2023
Date

For the Union:


Zoe Towle
Staff Representative, BCGEU

Mar 1, 2023
Date


4.7 Job Postings

(a) When a vacancy occurs or a new position is created inside the bargaining unit, the ~~University~~ **Employer** shall notify the Union in writing and post notice of the position in the **Child Care Services Main Office and on the University's Employer's and appropriate external job posting websites** offices, and in all centres, ~~within seven days of the vacancy or of the new position being established, for a minimum of five calendar days, so that all members will know about the vacancy or new position.~~

The ~~University~~ **Employer** shall not **interview or hire any external applicants** advertise outside the bargaining unit for any position until the end of the five calendar days **of internal posting have lapsed and only if there are no all qualified internal applicants.**

(b) If the vacancy is not filled within one month after the closing date noted on the posting, the position shall be reposted.

Agreed to:



For the Union



For the Employer



For the Union



For the Employer



For the Union



For the Union



For the Union

Date: Feb 24, 2023

Negotiations between UBC Child Care Services Program and BCGEU

Date Tabled: March 1, 2023

Time Tabled: 11:37am

Bargaining Proposal: Article 4.8 – Priorities in Hiring

The Parties agree to recommend the following change to the Collective Agreement:

Between the

University of British Columbia
(Child Care Services Program)

And

B.C General Employees' Union (BCGEU)

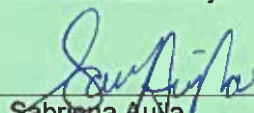
Re: Article 4.8 – Priorities in Hiring

First consideration will be given to qualified applicants from the centre in which the position is open and to employees on that centre's on the recall list. Second consideration will be given to other qualified applicants from UBC Child Care Services Programs, including those on the recall list. Internal qualified candidates from groups that have been historically underrepresented will be considered prior to existing internal qualified candidates. Qualified candidates from groups that have been historically underrepresented will be asked to identify in the application process for this consideration by the hiring committee. Notwithstanding the preceding, qualified internal candidates will be recalled or offered the position prior to consideration of external candidates.

If the position cannot be filled in the aforesaid manner, external applicants from the outside may be considered.


When considering external applicants, qualified candidates who have been historically underrepresented will be given priority.

For the University:


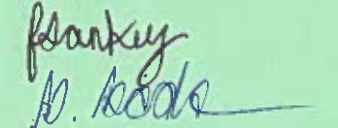

Sabrina Aulia
Senior Manager, Employee Relations

March 1, 2023
Date

For the Union:


Zoe Towle
Staff Representative, BCGEU

MAR 1, 2023
Date

Negotiations between UBC Child Care Services Program and BCGEU

Date Tabled: Feb 21, 2023

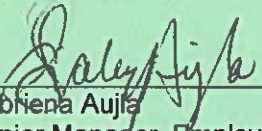
Time Tabled: 4:13pm

Re: **Article 4.9 – Consultation in Hiring**

(a) The University **Employer** recognizes the importance of continuity and stability of each centre's staff team. Towards this end, the University **Employer** shall consult with the applicable centre staff team before any final offers of permanent or long-term auxiliary **regular** employment are made to an applicant. However, the University **Employer** shall make the final and binding decision. This consultation process does not apply to the recruitment of seniors (supervisory) positions.


(b) The Senior Early Childhood Educators will participate in all aspects of the hiring process.

For the University:

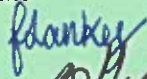
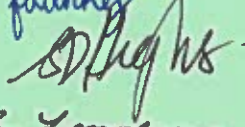

Sabrena Auja
Senior Manager, Employee Relations

Feb 21, 2023
Date

For the Union:


Zoe Towle
Staff Representative, BCGEU

Feb 21 2023
Date



R. Landon
B. Bardon

Date Tabled: Feb 21, 2023

Time Tabled: 3:57pm

Bargaining Proposal: Article 4.10 – Probation

The Parties agree to recommend the following change to the Collective Agreement:

Between the

University of British Columbia
(Child Care Services Program)

And

B.C. General Employees' Union (BCGEU)

Re: Article 4.10 – Probation

(a) The University **Employer** may reject a probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 10.3 of this agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which ~~he has~~ **they have** been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

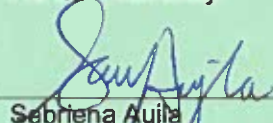
~~(b) The probationary period for all employees shall be six months worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee, whichever occurs last.~~

(b) The probationary period for regular employees shall be six months worked.

(c) The University **Employer**, with the agreement of the Union, may extend the probationary period for a further period not to exceed three months worked. ~~based on the normal hours of work of a full-time employee.~~

~~(c)~~**(d)** Where an employee feels they been aggrieved by the decision of the University **Employer** to reject the employee **them** during the probationary period, they may grieve the decision pursuant to the grievance procedure outlined in Article 11 of this agreement commencing at Step 3.

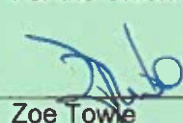
For the University:



Sabrina Aujla
Senior Manager, Employee Relations

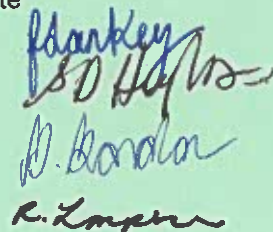
Feb 21, 2023
Date

For the Union:



Zoe Towle
Staff Representative, BCGEU

Feb 21 2023
Date



Date Tabled: Feb 21, 2023

Time Tabled: 4:36pm

Re: Article 4.11 – Performance Evaluations

There shall be a performance evaluation done for each **regular** employee prior to the end of the probationary period and every year thereafter and upon promotion to a senior position or transfer to another centre. Evaluation shall be done by the centre staff and the Director or designate and the employee concerned shall be given sufficient opportunity to read and review the evaluation. The form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one of the places provided. ~~No employee may initiate a grievance regarding the contents of an employee evaluation unless the employee has signed in the space indicating disagreement with the evaluation.~~

An employee shall, ~~upon request~~, receive a copy of the employee **their** evaluation at the time of signing. An employee evaluation shall not be changed after an employee has signed it without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement. The University **Employer** agrees to ensure the secure storage of employee evaluations.

[Existing LOU #1, Performance Evaluations] The written portion of the performance evaluation may be conducted outside of a centre's regular hours should there be insufficient time to complete it during the workday. Employees must notify their Manager in writing and obtain approval prior to conducting performance evaluations outside of regular hours. In such cases, employees will receive compensating time off (CTO) at straight-time to a maximum of one hour per written evaluation.

For the University:



Sabrina Aulla
Senior Manager, Employee Relations

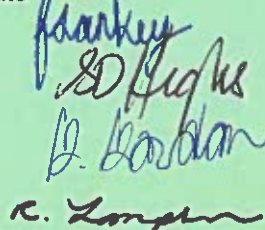
Feb 21, 2023.
Date

For the Union:



Zoe Towle
Staff Representative, BCGEU

Feb 21 2023
Date



Franky & D. Hughes
B. Gordon
R. Longman

Date Tabled: Feb 21, 2023

Time Tabled: 3:57pm

Bargaining Proposal: Article 4.12 – Trial Period

The Parties agree to recommend the following change to the Collective Agreement:

Between the

University of British Columbia
(Child Care Services Program)

And

B.C General Employees' Union (BCGEU)

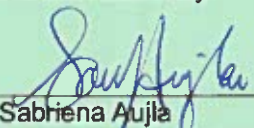
Re: Article 4.12 – Trial Period

When a vacancy is filled by an existing regular full-time or regular part-time employee, the employee shall be confirmed in the new job after a trial period of three calendar months. In the event ~~the applicant proves~~ they are unsatisfactory in the position during the trial period, the University Employer may extend the period for a further three months.

If the employee is unable to perform the duties of their new job or if the employee wishes to return to their former position, they shall be returned to their former position and wage or salary rates without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to their former position and wage or salary rate without loss of seniority. ~~The trial period for part-time employees will be equal to three months of full time; but, in any event, will not exceed six calendar months.~~

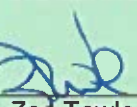
Auxiliary employees hired into a regular position do not serve a trial period and but are subject to Clause 4.10 Probation.

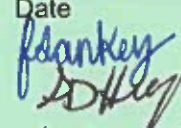
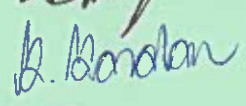

For the University:


Sabriena Aujla
Senior Manager, Employee Relations

Feb 21, 2023
Date

For the Union:


Zoe Towle
Staff Representative, BCGEU

Feb 21 2023
Date


D. Boudon

R. Zampieri

4.13 Seniority Definition and Seniority List

(a) Regular Employees

Seniority is defined **calculated** from the date of hire with UBC Child Care Services Programs for all employees and shall include service with previous UBC Child Care Services Programs prior to the certification or recognition of the Union by the UBC Child Care Services Programs. Two seniority lists shall be maintained, one list for all UBC Child Care Services Programs, and a second list for each centre based upon date of hire or transfer to that centre. Employees on the **seniority** lists shall include **all** regular employees. ~~and long-term auxiliary employees who have completed their probationary period and are currently working for UBC Child Care Services Programs.~~ Except for a reduction in staff hours or layoffs based upon a shortage of work, recall rights in Clause 4.17 shall only apply to regular employees.

(b) Auxiliary Employees [moved from Clause 16.2]

~~(a) The University Employer shall maintain an auxiliary seniority list for UBC Child Care Services. The University Employer will distribute the list, to be posted on union bulletin boards once per year. Seniority shall not be a consideration for auxiliary call-in.~~

~~(b) Auxiliary employees shall accumulate seniority retroactive to their start date after having worked 30 shifts. Seniority will accumulate on the basis of all straight-time hours worked and, upon prior written notice by the Union, the hours paid for union business.~~

~~(c) When an auxiliary employee is hired into a permanent position, the total accumulated hours worked will be converted and credited as seniority.~~ **and they will be placed on the Regular Employees seniority list in 4.13(a) above.**

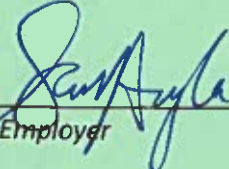
~~(d) An auxiliary employee on a leave of absence approved by the University Employer or on layoff of up to 12 months will not lose seniority rights upon returning to work.~~

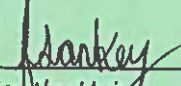
~~(e) Upon returning to work from after receiving WCB benefits, an auxiliary employee will be credited with seniority, equal to their average weekly hours of work for the six months immediately preceding the WCB leave, for the period of the WCB leave.~~

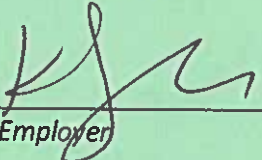
Seniority lists shall be made available to the Union on reasonable request.


Agreed to:

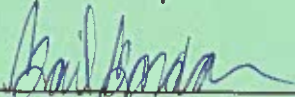

For the Union



For the Employer


For the Union


For the Employer


For the Union


For the Union


For the Union

Date: 

Date Tabled: Feb 21, 2023

Time Tabled: 12:29

Bargaining Proposal: Article 4.14 – Loss of Seniority

The Parties agree to recommend the following change to the Collective Agreement:

Between the

University of British Columbia
(Child Care Services Program)

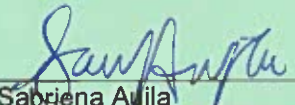
And

B.C. General Employees' Union (BCGEU)

Re: Article 4.14 – Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident illness, injury, ~~on extended maternity~~ pregnancy or parental leave, adoption leave, layoff up to ~~12 months~~ or any leave of absence approved by the University Employer.

For the University:

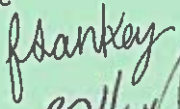
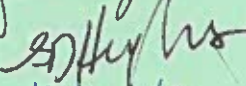


Sabrena Ajila
Senior Manager, Employee Relations

Feb 21, 2023
Date

For the Union:


Zoe Towle
Staff Representative, BCGEU

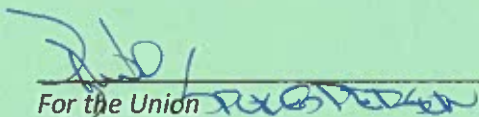
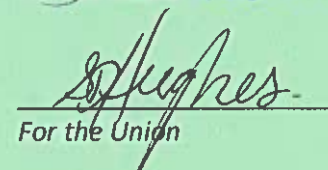

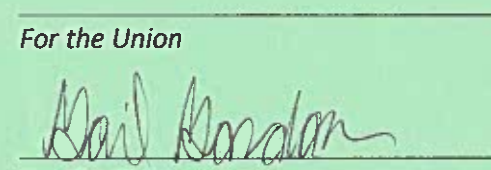
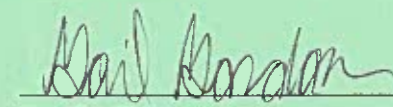
Feb 21 2023
Date




R. Laporte

ARTICLE 4.15 – REDUCTION IN HOURS

- (a) Reduction in hours shall be based on centre seniority as per Clauses 4.13 and 4.14 providing that affected employees have the ~~ability and training~~ qualifications to perform the work that is available, and that licensing standards can be maintained.
- (b) Any regular employee who has completed less than five years employment shall receive four weeks' notice or four weeks' pay in lieu of notice. After the completion of a period of employment of five years, one week's notice shall be added for each subsequent completed year to a maximum of eight weeks' notice or pay in lieu of notice.
- (c) Any regular employee or long-term auxiliary employees offered a reduction of hours whose hours have been reduced shall have the right to choose layoff as per Clause 4.17(a), (c) and (d).

Agreed to:


For the Union
For the Employer
For the Union
For the Employer
For the Union
For the Union
For the UnionDate: March 24, 2023

Date Tabled: Feb 21, 2023

Time Tabled: 4:37 pm

Re: **Article 4.16 – Professional Fees**

The Employer will pay 100% of an employee's licensing and registration fees.

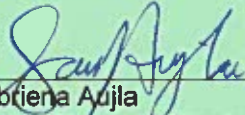
~~In those circumstances when the University requires a Child Care Services employee to have and maintain professional accreditation or licensing as a condition of employment, the University will pay 50% of the associated registration fees. Such a condition of employment must be included in the employee's position description.~~

New employees have the responsibility to possess the required professional accreditation including Emergency Child Care First Aid and CPR and membership with the Early Childhood Educators of British Columbia or licensing upon beginning employment at the University. The University's will pay 100% of the associated membership fees for ECEBC and recertification of First Aid. ~~obligation begins~~ during the course of employment.

~~Until such time as the University does require Child Care Services employees to have and maintain professional accreditation, the University will continue to pay 50% of the registration fees, for regular employees, for the Early Childhood Educators' Association of British Columbia.~~

Effective March 1, 2018, and until such time as the University requires employees to maintain professional accreditation, all current regular full-time and regular part-time employees will be required to obtain membership with the Early Childhood Educators of British Columbia. The University will pay 100% of the associated registration fees.

For the University:



Gabriela Ajila
Senior Manager, Employee Relations

Feb 21, 2023

Date

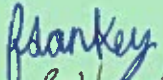
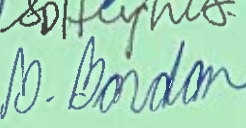

For the Union:



Zoe Towle
Staff Representative, BCGEU

Feb 21 2023

Date




R. Yonah

ARTICLE 4.17 – LAYOFF AND RECALL

(a) Layoff and recall shall be based on ~~seniority~~ **seniority**, ~~That is, the last hired shall be the first laid off and the last laid off shall be the first recalled provided they have the ability and training~~ **qualifications** to perform the work that is available, and that licensing standards can be maintained.

(b) Any regular employee who has completed less than five years employment shall receive four weeks' **written** notice or four weeks' pay in lieu of notice. After the completion of a period of employment of five years, one weeks' notice shall be added for each subsequent completed year to a maximum of eight weeks' **written** notice or pay in lieu of notice.

(c) Any regular employee who has chosen layoff as per Clause 4.15(c) shall have the right to decline a recall to work at reduced hours, without loss of seniority.

(d) *Layoff and Recall Process*

(1) No layoff will occur without prior **written** notice to the shop steward.

(2) Any employee affected by a layoff shall receive written notification. ~~prior to layoff.~~ **pursuant to the time limits established in Clause 4.17(b).**

(3) A regular employee who is laid off will remain on the recall list for a maximum of 12 months from the discontinuation of their position, regardless of any period the employee is not subject to recall under Clause 4.17(d)(7).

~~A long-term auxiliary employee who is laid off based upon a shortage of work or who chooses to be laid off under Clause 4.15(c) will remain on the recall list until the original end date of the position for which they were hired.~~

~~(4) If the employee(s) position is reinstated within the time period noted in (3) above, the employee will be recalled to their position.~~ **Where a regular employee is on lay-off and when a vacancy occurs for which the employee is qualified, the vacancy shall be offered to the employee. The employee shall be guaranteed the offer of a position, should they be qualified and it becomes available, comparable to the position held prior to lay-off. If such a placement is turned down the Employer will have met their obligations. If the regular full-time employee takes a part-time or auxiliary position, this shall not extinguish their recall rights.**

(5) Notice of recall shall be made by telephone, or if unsuccessful, by registered mail to the last address of the employee known to the University.

(6) An employee notified of recall shall be given 10 working days' notice to report to work **from the date of receipt of the notice.**

(7) It shall be the responsibility of the employee to keep the Employer informed of their current address and telephone number. If the employee is not available to be recalled to work for a period of time, they shall inform the Employer in writing and will be removed from the recall list for that period of time. They will be returned to their position on the recall list at the end of their period of unavailability by the Employer.

(8) The recalled employee shall receive no less than their former salary plus any negotiated changes to which they had become entitled during the period of layoff.

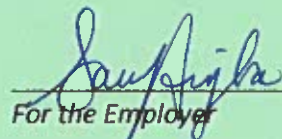
(9) If the employee informs the Employer, by telephone or by mail, that they are unwilling to be recalled, or if they fail to report as per (6) above, their position on the recall and seniority list is forfeited as of that date.

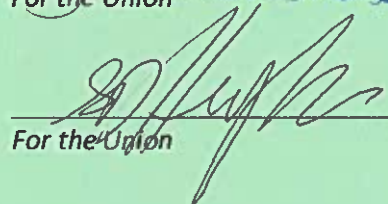
(10) If the employee informs the University **Employer** that they are unable to report to work within the limits in (6) above, the University **Employer** may pass-on to **contact** the next person on


the recall list or hire as in Clause 4.7 if the recall list is exhausted. The passed over employee remains at the top of the list for any subsequent hires up to the term set out in (3) above.


Agreed to:

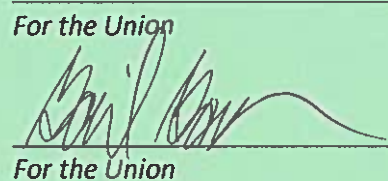

For the Union


For the Employer


For the Union


For the Employer


For the Union

For the Union

For the Union

Date: March 24, 2023

4.19 Official University Closure

Where the Director, Child Care Services or designate curtails or cancels Child Care Programs due to a weather event or other circumstance, and all curtailment of Child Care Services Programs employees who are normally required to work during that time will receive their normal salary.

The Director will notify each employee scheduled to work via email. A number of factors will be considered in deciding whether to curtail services, including but not limited to, operational requirements, the health and safety of employees travelling to and from home and availability of public transportation.

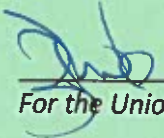
~~Where severe snow conditions, utility disruptions, road conditions, or other reasons beyond the control of employees in Child Care Services Programs require decisions about staffing levels, the following procedures will apply:~~


~~The Director or designate will establish notification procedures, including contingency plans, in the event phone services are disrupted and/or recorded phone messages can't be accessed. The Director or designate will be responsible for establishing the content of the notification.~~


~~The notification will include whether Child Care Services Programs will be curtailed. In deciding whether this is necessary, the Director or designate will base the decision on the following factors:~~


- ~~• the President's (or delegate's) decision about cancellation of classes and/or curtailment of non-vital services;~~
- ~~• operational requirements for Child Care Services Programs;~~
- ~~• safety of employees travelling to and from work and home;~~
- ~~• the decisions made by other units and departments; and~~
- availability of public transportation.

Agreed to:

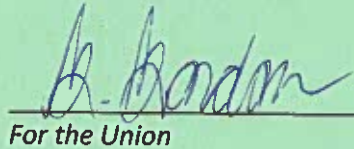

For the Union

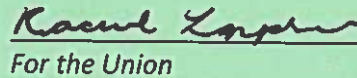

For the Employer


For the Union


For the Employer


For the Union


For the Union


For the Union

Date: 

ARTICLE 5.1 – HOURS OF WORK

5.1 Workday**(a) Normal Workday**

The normal workday shall be up to seven and one-half hours per day or eight hours per day or nine hours per day inclusive of all relief and meal breaks. The normal workday shall be specific to the centre. With the exception of Kids Club, Kids Club Junior, Osprey, Sade, Pacific Spirit (School Age), Barish (School Age), Saw-whet Willow, Hummingbird and Chinook where the normal workday shall be eight hours per day.

(b) Extended Hours Shifts:

Employees may work shifts in excess of the normal workday. In no case will such shifts exceed nine and one-half hours in length (inclusive of all relief and meal breaks). It is understood that employees will only be scheduled an extended hours shift under extenuating circumstances. In no circumstances will an extended hours shift become an employee's normal workday.

(b) All provisions of the collective agreement continue to apply to an employee working Extended Hours Shifts except as noted below:

(1) Overtime for regular employees working an extended workday and/or extended workweek commences after the completion of a normal workweek as defined in Clause 5.2 and, in accordance with Clause 13.4.

(2) ~~Paid leaves for the purposes of vacation and sick leave shall be paid based on the principle of equivalent hours up to the maximum entitlement. Those regular full-time employees working less than a 37½ or 40-hour workweek over a four-week period will accrue vacation and sick leave on a pro-rata basis.~~

[Note, moved to new Clause 5.7]

(3) ~~An employee working extended hours shifts who is given a day off on a designated holiday, or is given a day off in lieu must be paid an amount equal to at least an average day's pay determined by the formula: amount paid divided by the number of days worked. The amount paid is the amount paid or payable to the employee for work that is done for work that is done during the 30-calendar days period preceding the designated holiday (including vacation pay but not including overtime pay or administrative time). Days worked is the number of days the employee worked or earned wages within that 30-calendar day period. The average day's pay applies whether or not the statutory holiday falls on the employee's regularly scheduled day off.~~
[captured in article 7]

5.2 Workweek

The standard work week shall not exceed 37.5 hours per week inclusive of all relief and meal breaks. The standard work week shall consist of five working days of seven and one-half hours each, from Monday to Friday. Subject to approval from the Employer, employee and their senior, an employee may work the standard work week in a period of less than five days.

Notwithstanding the preceding, regular fulltime hours shall be a minimum of 36 hours to a maximum of 40 hours each week inclusive of relief and meal breaks. An employee who is working a schedule that is 36 hours to 40 hours per week shall be considered a fulltime regular employee and that schedule shall

be considered their normal work week. Except as otherwise provided within the Collective Agreement, entitlements for those working an alternative schedule shall be pro-rated against the standard work week.

(a) The normal workweek shall be 37½ hours per week inclusive of all relief and meal breaks

(b) Regular full time hours for Kids Club, Kids Club Junior, Osprey, Sade, Pacific Spirit (School Age), Barish (School Age), Saw-whet, Willow, Hummingbird and Chinook, shall be 40 hours per week inclusive of all relief and meal breaks.

Agreed to:

For the Union

For the Employer

For the Union

For the Employer

For the Union

For the Union

For the Union

Date: march 24, 2023

Negotiations between UBC Child Care Services Program and BCGEU

Date Tabled: Feb 21, 2023

Time Tabled: 4:42pm

Bargaining Proposal: Article 5.5 – Parent and Other Meetings

The Parties agree to recommend the following change to the Collective Agreement:

Between the

University of British Columbia
(Child Care Services Program)

And

B.C General Employees' Union (BCGEU)

Re: Article 5.5 – Parent and Other Meetings

A regular employee (~~or employees~~) **who is** required by the Director or designate to attend the regularly scheduled parent meeting shall be paid at overtime rates for any hours in excess of a **their** normal workweek. These hours are in addition to the Administration Bank referenced in Clause 5.4.

For the University:



Sabrina Aujla
Senior Manager, Employee Relations

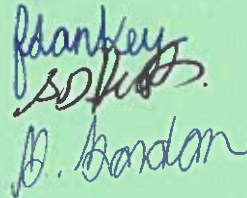
Feb 21, 2023
Date

For the Union:



Zoe Towle
Staff Representative, BCGEU

Feb 21 2023
Date



R. Zuppan

Negotiations between UBC Child Care Services Program and BCGEU

Date Tabled: Feb 21, 2023

Time Tabled: 12:29pm

Bargaining Proposal: Article 6.1 – Vacation Year

The Parties agree to recommend the following change to the Collective Agreement:

Between the

University of British Columbia
(Child Care Services Program)


And

B.C General Employees' Union (BCGEU)

Re: Article 6.1 – Vacation Year


Vacation Year ~~For the purpose of this agreement shall be~~ the calendar year shall mean the 12-month period from January 1st to December 31st, inclusive.

For the University:

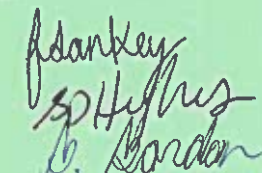

Sabriena Aulla
Senior Manager, Employee Relations

Feb 21, 2023
Date

For the Union:


Zoe Towle
Staff Representative, BCGEU

Feb 21 2023
Date


R. Lempereur

6.2 – VACATION FOR THE FIRST INCOMPLETE YEAR

Each ~~Regular~~ full-time employees shall receive during their first incomplete year of service, one and two thirds working days' vacation for each month or major portion thereof worked, with the right to take days off as they are accumulated, but not earlier than completion of the probation period, subject to Clause 6.4.

Agreed to:

For the Union

For the Employer

For the Union

For the Employer

For the Union

For the Union

For the Union

Date:

march 24, 2023

ARTICLE 6.3 – VACATION ENTITLEMENT

All regular full-time employees in their second and subsequent calendar years of service shall be entitled to an annual vacation credit of 20 working days with pay, available to them to take any time within the calendar year, subject to Clause 6.4.

For the purposes of vacation entitlement for those working a non-standard workweek as defined in Clause 5.2, the following payment schedule shall apply: amount paid for a day's vacation shall be calculated as follows:

<u>Projected Annual Hours of Work</u>	X	7.5	=	Hours Paid per Vacation Day
1950				

The Parties agree that the calculation of vacation pay for those employees who are working a non-standard work week shall be calculated [how?]. For clarity each regular employee is entitled to their vacation days as established in this Article.

All regular full-time employees in their fifth and subsequent calendar years shall be entitled to one extra day per year to a total of five additional days. Example: An employee in their fifth calendar year would be entitled to 21 working days' vacation.

For the purpose of establishing vacation entitlement, years of service shall include all of the time worked without interruption of continuous service with the University Employer. Length of service shall include any periods of leave of absence approved under the terms of the collective agreement and/or temporary layoff. up to a maximum of 12 months.

Vacation pay does not accrue during periods of unpaid leave of absence or layoff, or after termination of employment. In such cases, the employee's vacation pay will be calculated at 8% of the employee's total past year's earnings, plus 4% of the employee's total past year's earnings for each extra day of vacation entitlement in the fifth and subsequent calendar years of service.

Regular and long-term auxiliary part-time employees shall be entitled to vacation time on a pro rata basis.

Auxiliary employees shall be paid vacation pay equivalent to 6% of gross earnings on each cheque.


(b) An auxiliary employee shall have the option to have their vacation pay paid out on each cheque or to bank their vacation pay. Where an auxiliary employee intends to request that their vacation pay be banked, she shall submit notice in writing to the Employer on date of hire or by December 15th of each year for the following calendar year. If no written notification is received by December 15th vacation pay shall be paid out on each paycheque for the following calendar year.

(c) All banked vacation pay must be paid out by December 31st each year.


Agreed to:

For the Union

For the Employer




For the Union




For the Employer



For the Union



For the Union



For the Union


Date: March 24, 2023

6.4 Vacation Scheduling


- (a) The time of vacation is to be determined by mutual agreement between the employee and the Director or designate. Scheduling of vacations shall be **by Centre** on the basis of **according to** bargaining unit-wide seniority. ~~where there is a conflict of scheduling between employees. The bargaining unit-wide seniority of employees transferring to a different child care centre will be recognized for the purposes of this article only.~~
- (b) A schedule of the year's vacation shall be posted by April 1st. This schedule shall be subject to change by mutual agreement.
- (c) Notwithstanding (a) above, an employee who relocates to another **Centre** ~~work location~~ where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

Agreed to:





For the Union

For the Employer

For the Union

For the Employer

For the Union

For the Union

For the UnionDate: FEB 24 2023


6.5 Accumulation or Carryover of Vacation

Up to one-half of an employee's annual vacation entitlement may be deferred to until the next following year with prior written approval.

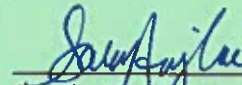
Employees requesting vacation deferral must submit their requests in writing by November 15th of each year and will be approved in writing no later than December 1st of that year. Approvals will be based on centre seniority and operational requirements but will not be unreasonably denied. A failure of the Employer to respond by December 1st shall mean that the deferral request has been approved.

Vacation deferral cannot be compounded year to year.

Agreed to:



For the Union



For the Employer




For the Union



For the Employer



For the Union



For the Union



For the Union

Date: Feb 24, 2023

Negotiations between UBC Child Care Services Program and BCGEU

Date Tabled: Feb 21, 2023

Time Tabled: 12:36pm

Bargaining Proposal: Article 6.7 – Approved Leave of Absence During Vacation

The Parties agree to recommend the following change to the Collective Agreement:

Between the

University of British Columbia
(Child Care Services Program)

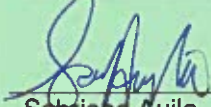
And

B.C General Employees' Union (BCGEU)

Re: Article 6.7 – Approved Leave of Absence During Vacation

When an employee is eligible for sick leave due to illness or ~~accident~~ injury while on vacation, sick leave shall be granted with the intent not to lose vacation time, subject to presentation of supporting medical proof of illness or injury.

For the University:



Sabriena Aujla
Senior Manager, Employee Relations

Feb 21, 2023

Date

For the Union:



Zoe Towle
Staff Representative, BCGEU

Feb 21 2023

Date

Franky
Soffey
B. Bouchard
R. Zampieri


ARTICLE 7.1 – PAID HOLIDAYS

~~Regular~~ Employees who have worked or earned ~~are in receipt of wages for at least 11 of the 30 calendar days preceding in the previous 30 days and are scheduled to work after the designated holiday~~ shall receive the following as paid holidays:

New Year's Day	BC Day	Family Day	Labour Day
Good Friday	Thanksgiving Day	Easter Monday	
Victoria Day	Remembrance Day	Christmas Day	
Canada Day	Boxing Day		
<u>National Day for Truth & Reconciliation</u>			


Any other day proclaimed as a holiday by the federal or provincial governments shall also be a paid holiday.


Agreed to:


For the Union


For the Employer


For the Union


For the Employer


For the Union

For the Union


For the Union

Date: march 24, 2023

Negotiations between UBC Child Care Services Program and BCGEU

Date Tabled: _____

Time Tabled: _____

BCGEU and The University of British Columbia Childcare Services Program (/****)
AGREED TO PROPOSAL**

Article 8.1 – Sick Leave Allotment

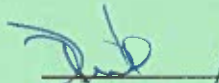
Regular full-time employees will accrue, on average, one and one-quarter days per month sick leave with full pay, to a maximum of 120 days.

When an employee has worked 11 of the days in any given calendar month, they will accrue sick leave allotment for that month. Part-time employees and auxiliary employees who have rights pursuant to Clause 16.1(c) and who work at least 11 days in a given month, will accrue sick leave allotment on a pro rata basis, based on actual hours worked up to the maximum accrual.

The provisions of the *Employment Standards Act* are incorporated into this Article such that all employees are entitled to up to five (5) paid days of sick leave per year after completing ninety (90) calendar days of service and a further three (3) days of unpaid sick leave per year.

The illness and injury leave entitlement in the *Employment Standards Act*, which is currently up to five (5) days, is not in addition to any entitlement that may be accrued in (a) above.

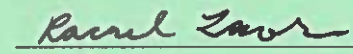
Agreed to:




For the Union



For the Union



For the Union



For the Union

For the Union



For the Employer




For the Employer

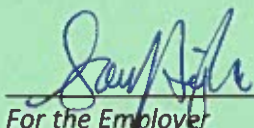
Date: march 28, 2023


ARTICLE 8.5 – MEDICAL APPOINTMENTS


Sick leave may be used for medical/ or dental appointments. Staff Employees will make every effort to book appointments on their own time whenever possible. ~~for medical/dental appointments.~~

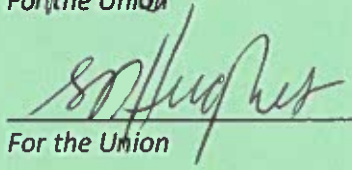
Agreed to:


For the Union


For the Employer


For the Union


For the Employer


For the Union


For the Union


For the Union

Date:

march 24, 2023


ARTICLE 8.6 – SICK LEAVE

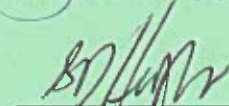
No employee shall be terminated or lose seniority because of illness or injury.

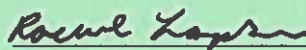
~~A regular employee shall be granted a leave of absence without pay for a period of up to one year for a valid medical reason in the event that their sick leave bank is exhausted.~~

Upon return to work, the employee shall be reinstated in their former position and resume receiving the current negotiated salary. The University **Employer** agrees to remit premiums for Health and Welfare benefits that the employee is entitled to during their leave of absence provided that the employee reimburses the University **Employer** for both the employee and the University **Employer's** share.


Agreed to:


For the Union


For the Union


For the Union

For the Union


For the Union

Date: March 24, 2023


For the Employer


For the Employer

Time: 3:24pmDate: march 1, 2023

8.9 Pregnancy and Parental Leave

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this article. Every employee who intends to take a leave of absence under this article will give at least four weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and will inform the Employer in writing of the length of leave intended to be taken.

Each employee who wishes to change the effective date of approved leave will give four weeks' notice of such change unless there is a valid reason why such notice cannot be given.

(a) Pregnancy Leave

(a)(1) A pregnant employee is entitled to a leave of absence without pay of up to 17 consecutive weeks. This leave must start no earlier than 13 weeks before the expected birth date of the child, and no later than the actual birth date. This leave must end no later than 17 weeks after the pregnancy leave begins. If eligible, the employee shall receive the benefits of the applicable provisions of the *Employment Insurance Act*.

(b)(2) An employee must notify the Director or designate in writing of the expected date of the birth of the child. Such notice shall be given at least 10 weeks prior to the expected date of birth of the child and should include the expected date of the leave.

(c)(3) The Employer will, upon the request of the employee, modify the commencement of pregnancy leave for any period approved in writing by a qualified medical practitioner.

(d)(4) If birth occurs or pregnancy ends before a request for pregnancy leave is made, the employee will be granted up to six weeks' unpaid leave, upon medical certification of such event.

(e)(5) An employee is entitled to up to six additional consecutive weeks of unpaid pregnancy leave if, for reasons related to the birth or the termination of pregnancy, the employee is unable to return to work when the employee's leave ends under this article. The University may require a medical certificate stating the reasons for the leave extension.

(b) Parental Leave

(a)(1) Upon application, an employee will be granted an unpaid leave of absence following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.

(b)(2) Upon application, employees will be granted parental leave as follows:

(1)(i) in the case of the pregnant parent, up to 61 consecutive weeks commencing immediately following the end of the pregnancy leave under Clause 8.9(a), Pregnancy Leave.

(2)(ii) in the case of the partner of the pregnant parent, including a same-sex partner, up to 62 consecutive weeks commencing within the 78-week period following the birth of the child.

(3)(iii) in the case of an adopting parent, up to 62 consecutive weeks commencing within the 78-week period following the date the adopted child comes into the actual care and custody of the parent or within the two-week period preceding the date the adopted child comes into the actual care and custody of the parent.

(e)(3) An employee on parental leave is entitled to up to an additional five consecutive weeks of unpaid parental leave if the child has a physical, psychological or emotional condition requiring a period of additional parental care. The University **Employer** may require a medical certificate or other evidence of the employee's entitlement to this leave extension.

8.10 — Parental Leave

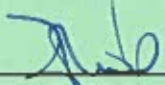
~~(a) — An employee who takes pregnancy leave is also entitled to leave of absence without pay of up to 61 consecutive weeks during the year following the birth subject to extension upon application to the Director or designate. Parental leave may be taken in addition to pregnancy leave and an employee's maximum combined pregnancy and parental leave is 78 weeks of unpaid leave.~~

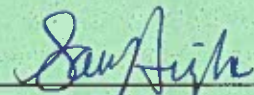
~~(b) — A parent, other than an adopting parent, who does not take pregnancy leave is entitled to a leave of absence without pay of up to 62 consecutive weeks. This parental leave must begin after the child's birth and within 78 weeks of that event.~~

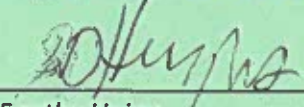
~~(c) — In the case of adoption, an employee is entitled to a parental leave of absence without pay of up to 62 consecutive weeks within 78 weeks after the child or children are placed with the parent.~~

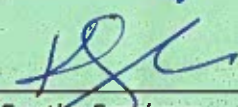
~~(d) — An employee must apply in writing to the Director or their designate to request this leave at least four weeks prior to the expected date of birth.~~

Agreed to:


For the Union


For the Employer


For the Union


For the Employer


For the Union


For the Union


For the Union

Date: MAR 23 2022

8.10 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under clause 8.9 in respect of the birth or adoption of any one child will not exceed 78 weeks, except as provided under Clause 8.9(a)(5) (Pregnancy Leave) or 8.9(b)(3) (Parental Leave).

Agreed to:

For the Union

For the Employer

For the Union

For the Employer

For the Union

For the Union

For the Union

Date:

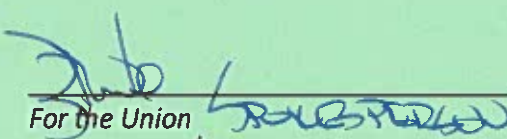



march 24, 2023

Time: 3:26pmDate: March 1, 2023**8.12 [NEW] Sick Leave for Pregnant Employees**

(a) Prior to the commencement of pregnancy leave, illness or injury arising due to pregnancy will be covered by sick leave.

(b) [Moved from current 8.7] Sick leave may also be used by any pregnant employee where there is a confirmed case of German measles or any other disease or condition in the place of employment which could be harmful to the pregnancy as determined by the qualified medical practitioner's statement or report. They may use this leave until all danger from such disease or condition no longer exists.

Agreed to:


For the Union
For the Union
For the Union
For the Union
For the Union
For the Employer
For the EmployerDate: Mar 23 2023

ARTICLE 8.14 – BEREAVEMENT LEAVE

In the case of bereavement in the immediate family a regular employee shall be entitled to three working days at their regular rate of pay. This leave may be extended up to a further three days with pay by the Director or designate, Child Care Services in the appropriate circumstances.

Immediate family includes employee's child, (including stepchild), parent, spouse/partner, spouse's/partner's sibling, parent-in-law, grandparents, grandchildren and any other relative permanently residing with the employee. It is understood that spouse/partner includes non-binary, gender-fluid and gender-queer individuals.

In the event of the death of the employee's child's spouse or sibling's spouse, the employee shall be entitled to one working day at their regular rate of pay.

For self-identifying Indigenous employees, this leave will also be granted for the passing of an Elder close to them and/or the community, as well as any individual the employee considers a close family member consistent with the cultural norms of their community (e.g. aunt, uncle).

The additional leave for self-identifying Indigenous employees is agreed to on a provisional basis and the specific language is subject to refinement or amendment based on consultations to be conducted with the Indigenous community at UBC within 60 days of ratification.

Agreed to:

For the Union

For the Employer

For the Union

For the Employer

For the Union

For the Union

For the Union

Date: march 24, 2023

8.17 Leave of Absence Without Pay**(a) General Leave**

An employee may apply for a leave of absence without pay for personal reasons for a period not normally exceeding one month. Requests for leave shall not be unreasonably denied.

Benefits entitlement during the period of leave shall be at the discretion of the Director or designate.

(b)(1) Procedure - The employee shall submit a request in writing to the Director or designate, stating the reasons for the leave, at least one week in advance. Permission shall be obtained in writing from the Director or designate. Refusals for such leave shall be given in writing to the employee with reasons for refusal stated.

(c)(2) Upon return to work, the employee shall be placed in their former position.

~~(d) A request for an unpaid leave of absence for an employee to fulfil family obligations, including matters related to the care, health or education of dependent children, elder parents, or other immediate family members will be considered under this clause.~~

~~(e) A request for unpaid leaves, including for compassionate care or critical illness and injury as outlined in the Employment Standards Act will be considered if providing the statutory requirements for these this leaves are is met.~~

~~(f) The parties acknowledge that the intention of Clause 8.17(d) and (e) is to provide the statutory entitlements for these leaves as required by the Employment Standards Act. For compassionate care and critical illness leaves, this includes the definition of "family member" in the Family Member Regulations of the Employment Standards Act.~~

(b) Other Leaves

In addition to leaves set out in Article 8 – Leaves of this Agreement, the Employer recognizes their obligation and employee rights with regards to additional leaves covered under the Employment Standards Act, Part 6 - Leaves and Jury Duty, including but not necessarily limited to:

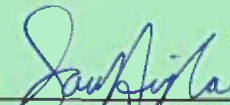
- **Critical illness or injury leave**
- **Covid 19 related issues**
- **Leave for Covid 19 vaccination**
- **Reservist's Leave**
- **Leave respecting disappearance of a child**
- **Leave respecting death of child**
- **Compassionate Care Leave**
- **Family Responsibility Leave**

March 1, 2023
12:43pm

Agreed to:



For the Union

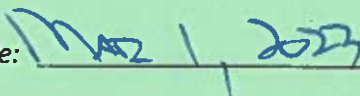



For the Employer




For the Union

For the Employer

Date: 





ARTICLE 8.22 – SPECIAL LEAVE OF ABSENCE WITHOUT PAY FOR UNION ACTIVITIES

Special leave of absence without pay ~~may~~ **will** be granted by the University **Employer** to an employee to act as a delegate or representative of the Union at union functions. It is agreed that the Director or designate will be given at least one-month advance notice in writing and it is understood that such leave of absence must not interfere with the normal functions of the day care or centre, and the **The** Union will maintain **reimburse the Employer the employee's share of their premium costs** the employee's coverage for medical, extended health, life insurance, **AD&D**, and/or **and** dental plans **coverage** during the period of leave.

Agreed to:

For the Union

For the Employer

For the Union

For the Employer

For the Union

For the Union

For the Union

Date: March 24, 2023

Negotiations between UBC Child Care Services Program and BCGEU

Date Tabled: march 1, 2023

Time Tabled: 11:36 am

UBC Response

Bargaining Proposal: Article 8.23 – Elections

The Parties agree to recommend the following change to the Collective Agreement:

Between the

University of British Columbia
(Child Care Services Program)

And

B.C General Employees' Union (BCGEU)

Re: **Article 8.23 – Elections**

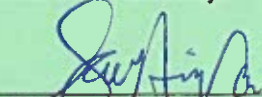
(a) Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall have four consecutive clear hours during the hours in which the polls are open in which to cast their ballot. The University **Employer** and employees shall jointly coordinate shift schedules.

(b) [New] The Employer shall grant, on written request, leave of absence without pay and without loss of seniority:

(1) For employees to seek election in a municipal, provincial, federal, First Nation or other Indigenous election for a maximum period of 90 days;

(2) For employees elected to a public office for a maximum period of five years

For the University:

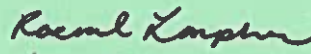
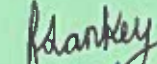


Sabrina Aujla
Senior Manager, Employee Relations

march 1, 2023
Date

For the Union:


Zoe Towle
Staff Representative, BCGEU

MAR 1 2023
Date

Date Tabled: Feb 21, 2023

Time Tabled: 12:30pm

Bargaining Proposal: Article 8.24 – Domestic or Sexual Violence Leave

The Parties agree to recommend the following change to the Collective Agreement:

Between the

University of British Columbia
(Child Care Services Program)

And

B.C General Employees' Union (BCGEU)

Re: Article 8.24 – Domestic or Sexual Violence Leave

An employee who wishes to take leave under this section clause shall advise the University Employer in writing that the employee will be doing so. If the employee must begin the leave before advising the University Employer, the employee shall advise the University Employer of the leave in writing as soon as possible after beginning it.

Where leave from work is required due to an employee or an employee and their and/or an employee's dependent child ~~being a victim of~~ having experienced domestic or sexual violence, the employee shall be granted leave in each calendar year, in accordance with the Employment Standards Act, as follows:


(a) Up to ~~ten (10) days unpaid~~ five days of paid leave, ~~to be taken intermittently or in one continuous period; and~~

(b) Up to five days of unpaid leave, and

(c) Up to ~~fifteen (15) weeks of~~ additional unpaid leave.

The leave in clause 8.24 may be taken by the employee intermittently. Notwithstanding the above, the Employer will provide pay for three (3) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more than three (3) days paid leave, the Employer will provide such leave consistent with the legislation. (No stacking of entitlements.)

For the University:



Sabrina Aujla
Senior Manager, Employee Relations

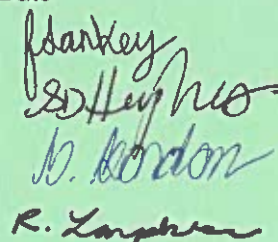
Feb 21, 2023
Date

For the Union:



Zoe Towle
Staff Representative, BCGEU

Feb 21 2023
Date



NEW Article 8.25 – Indigenous Leave for Ceremonial, Cultural or Spiritual Events

A self-identifying Indigenous employee may request up to two (2) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. For the purposes of this Article, a ceremonial, cultural, or spiritual event under this section includes any event that is significant to a self-identifying Indigenous employee's cultural practices. Examples of significant cultural events include, but are not limited to, Hoobiye, Pow-wows, Sundance, sweat lodge ceremony, coming of age events, feasts, traditional food gathering, or ceremonies held following a significant family event.

Leave under this provision is in addition to an Indigenous employee's entitlement to leave under Article 8.14 -Bereavement Leave, as applicable.

Where a self-identifying Indigenous employee requires more than two (2) days of leave for a ceremonial, cultural, or spiritual event, the leave shall not be unreasonably denied. This additional leave is unpaid, however, and an employee may draw from their available vacation and ATO banks, as applicable.

This Article is agreed to on a provisional basis and the specific language is subject to refinement or amendment based on consultations to be conduct with the Indigenous community at UBC within 60 days of ratification.

Agreed to:

For the Union

For the Employer

For the Union

For the Employer

For the Union

For the Union

For the Union

Date: March 24, 2023.

ARTICLE 9.4 – WORKERS' COMPENSATION

Delete and replace with:

~~The University agrees to apply for and maintain coverage under the Workers' Compensation Board. When the University or employee is reimbursed by Workers' Compensation for days incapacitated due to an accident on the job, sick leave shall be deducted only for that portion of the employee's time for which they are not compensated by 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 (subject to upward adjustment in accordance with WorkSafeBC rates) of their regular rate of pay, ~~equal to their base hours times their hourly rate times sixty-eight (68%)~~ for each day the employee is off on Workers' Compensation.


The advance will be paid on the employee's regular pay cheques.

If an employee suffers a disability, compensation for which is in dispute with the Workers' Compensation Board, Sick Leave benefits will be paid retroactively to the first day of disability that is eligible for benefits.

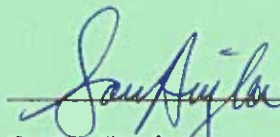
If the WorksafeBC claim is subsequently allowed, the employee shall repay these benefits. Employees who do not have available sick leave benefits shall be placed on an unpaid sick leave pending a decision from WorksafeBC.

~~If the WorksafeBC reassesses the employee's wage loss compensation, the Employer will change the amount of the advance accordingly. If the WorksafeBC disallows an employee's claim, the employee must repay the WorksafeBC advance. The use of Sick leave or other credits may be used to affect the repayment.~~


Agreed to:



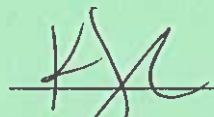
For the Union



For the Employer



For the Union

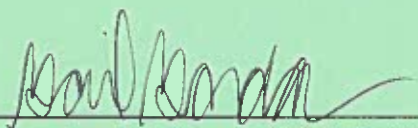


For the Employer

For the Union



For the Union



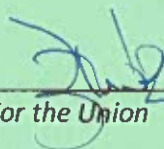
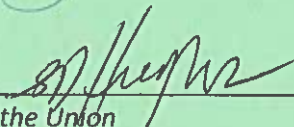


For the Union

Date: march 25, 2023

ARTICLE 9.5 - PENSION

- (a) The BCGEU Pension Plan will ~~be~~ the plan used to provide a pension benefit for eligible childcare employees through the life of this agreement and as long as the plan does not mandate contribution increases to meet funding shortfalls. A third party administers the plan and is responsible for record-keeping. The cost of this administration is borne by the plan. Vesting will be determined as per the plan.
- (b) ~~Contributions are based on an 8%16% contribution rate. Effective May 1, 2023, The EmployerUniversity will contribute a maximum 4%58% 6% of payroll (regular earnings only) for all eligible employees, and eligible employees will contribute 4%8%-6% of their gross regular earnings. Effective May 1, 2024, The EmployerUniversity will increase their contribution to a maximum of 6% of payroll (regular earnings only) for all eligible employees. The Employer will not commit more than the 4%86%.~~ Regular earnings include paid short-term medical leave. No pay other than regular earnings will attract pension deductions. For example, overtime pay, shift differential pay, and long-term disability pay will not attract pension deductions.
- (c) Employees on maternity pregnancy or parental leave will be eligible to maintain the pension plan benefit while on such a leave. The University Employer will continue its contributions during an employee's maternity or parental leave if the employee continues to pay their portion of the overall contribution.
- (d) Employees on any type of unpaid leave (except maternity pregnancy or parental leaves) will not be eligible for the pension plan benefit.
- (e) Employees will be eligible for this benefit if they are classified as regular monthly or regular hourly ~~child-care~~ childcare workers. Auxiliary staff will be eligible for this benefit once they have completed two years of continuous employment with earnings of not less than 35% of the Year's Maximum Pensionable Earnings in each of the two consecutive calendar years.
- (f) Eligible employees will be enrolled on the first day of the month following their start date with the UniversityEmployer. This benefit is mandatory for all current and future employees who meet the eligibility requirements. The Employer ~~is not obligated will~~ to remit voluntary contributions to the plan on behalf of the employees receiving the benefit should the employee choose to make additional contributions. Deductions will take place on each pay cycle. The University will remit the Employer and employee contributions on a monthly basis, and by the 20th of each month.

Agreed to:


For the Union
For the Employer
For the Union
For the Employer
For the Union

For the Union

Paul Gordon

For the Union

Date:

MAR 24 2023

ARTICLE 9.8 – TRANS INCLUSION (NEW)

~~The Union and Employer agree to the following general transition policy to cover transgender employees at work.~~

~~(a) The Employer and the Union will make every effort to always protect the privacy and safety of trans employees and during an accommodated transition.~~

~~(b) Upon request by an Employee, the Employer will update all employee records and directories to reflect the employee's name and gender change and ensure that all workplace-related documents are also amended. This may include nametags, employee IDs, email addresses, organizational charts, health care coverage and schedules and human resources documents. No records of the employee's previous name, sex, gender, or transition will be maintained unless required by law.~~

~~(c) The Employer will provide safe washroom and change room facilities to all trans employees. The Employer and the Union recognizes that a trans employee has the right to use the washroom of their lived gender, regardless of whether they have sought or completed surgeries or completed legal name or gender changes.~~

~~(d) Health care benefit coverage for transition-related costs, and medical leaves of absence for transitioning employees, will be provided on the same terms as any other medical cost or leave.~~

~~(e) Upon notification by an employee wishing to transition or in need of a gender support plan, or at the request of the Union, the Employer will work with the Union and the employee to tailor a transition or support plan to the employee's particular needs.~~

~~(f) The Employer will put in place a group benefit plan with coverage for the costs of gender-affirming care, not covered by provincial health plans. In addition, the Employer will include coverage for any transition-related expenses, not already covered under the benefit plan (for example: wigs, binders, gaffers, electrolysis, breast and penile prosthesis, hormone therapy, silicon/saline implants, special bras for prosthesis, voice classes, counselling, medical-related travel expenses, etc.)~~

~~(g) The Employer will grant an employee up to eight weeks of leave with pay for medical procedures required during the transition period, available for each gender affirming surgical procedure and revision.~~

The Employer recognizes that respect and support for transgender and gender diverse employees is central to their success and well-being. The recognition of gender diversity, including people who identify as transgender, two-spirit, or non-binary, affirms and acknowledges that gender is highly personal and fluid, and is worthy of respect at UBC.

A transitioning employee can expect a welcoming, inclusive, and respectful work environment.

In some cases, an employee, may wish to keep their gender affirming changes and plans private, or to let only some people in the workplace know. In other cases, they may wish to announce their transition widely. If the employee requests the support of the University, the employee to may consult with their manager/supervisor to determine their wishes regarding confidentiality and desired supports. Should an employee prefer to utilize Workplace Health Services, WHS will work with the employee, supervisor and union to ensure a supportive plan is created.

The University and the Union will make every reasonable effort to protect the privacy and safety of transgender and gender diverse employees.

The employee may ask for the assistance of their union representative throughout this process and the employer will work with the parties to ensure a supportive plan is in place.

By request of the employee, the University will update all current employee records and documents to reflect the employee's name and gender change that are within the University's ability to change and are not self service accessible, except as required by law or policy.

Agreed to:

For the Union

For the Employer

For the Union

For the Employer

For the Union

For the Union

For the Union

Date: March 25, 2023

Negotiations between UBC Child Care Services Program and BCGEU

Date Tabled: Feb 21, 2023

Time Tabled: 12:30pm

Bargaining Proposal: Article 10.5 – Reinstatement for Unjust Cause

The Parties agree to recommend the following change to the Collective Agreement:

Between the

University of British Columbia
(Child Care Services Program)

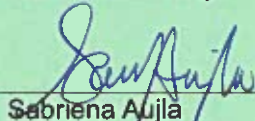
And

B.C. General Employees' Union (BCGEU)

Re: Article 10.5 – Reinstatement for Unjust Cause


If, as a result of the grievance procedure, it is found that an employee has been discharged for unjust cause, that employee will be reinstated in their former position, or one of equal salary range, without loss of seniority **and pursuant to the terms of any arbitration award or grievance settlement.**

For the University:


Sabriena Aujla
Senior Manager, Employee Relations

Feb 21, 2023
Date

For the Union:



Zoe Towle
Staff Representative, BCGEU

Feb 21 2023
Date

13.10 Part-Time Employment

~~Regular employment on a part-time basis shall be subject to the same standards and conditions of employment which apply to a full-time permanent staff.~~ Part-Time employees shall be subject to the same standards and conditions of employment which apply to Regular Fulltime employees. ~~Benefits and vacations shall be calculated on a pro-rata basis except where the contract provides otherwise.~~

Agreed to:




For the Union




For the Employer



For the Union




For the Employer



For the Union

For the Union



For the Union

Date: march 25, 2023

Date Tabled: march 1, 2023

Time Tabled: 11:06 am

16.1 Auxiliary Employees

16.1 Employment Status

(a) Auxiliary employees will be considered in-service applicants when applying for vacancies.

(b) Vacancies of a temporary nature which exceed or are expected to exceed three months, shall be posted as per Clause 4.7.

(c) ~~Auxiliary Employees~~ who have worked in a temporary full-time or part-time position for a minimum of three consecutive months and who have worked at least 20 hours per week will receive all the rights and privileges of this agreement for which they meet eligibility requirements, unless otherwise specified in the agreement.

(d) In addition to (c), auxiliary employees must not refuse more than one three shifts within a 30 day period in order to maintain their eligibility for benefits. Auxiliary employees must also maintain 20 hours per week in order for the University to continue paying its share of the cost of premiums.

Renumber to new Article 16.2. Original 16.2 and 16.3 have been moved to Article 4.13 – Seniority and 6.3 - Vacation.

16.42 Application of Agreement

Except as otherwise noted, the provisions of Clause 4.17 - Layoff and Recall; Article 7 - Designated Holidays; Clause 8.16 - Bereavement Leave; Article 6 - Vacations; and Article 17 - Professional Development Fund do not apply to auxiliary employees; and for auxiliary employees who have not yet reached the status defined in Clause 16.1(c), Clause 4.15 - Reduction in Hours; and Article 9 - Benefits. These employees will receive all the rights and privileges of the Employment Standards Act which may address such provisions.

AGREED


For the Union

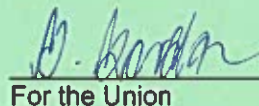

For the Employer


For the Union

For the Employer


For the Union

march 1, 2023
Date


For the Union

Mar 1, 2023

Date

ARTICLE 16.3 – CALL-IN PROCEDURES

Qualified auxiliary employees shall be called in order of seniority, in accordance with the following procedures:

- (a) Qualified auxiliary employees shall be called for available work in order of their seniority and availability, subject to the provisions of Clause 4.13(b).
- (b) Auxiliary employees shall submit in writing to the Administrator, Child Care, by the 15th day of each month, their availability for the following month. The auxiliary Employee will only be called for those days and shifts which the auxiliary employee has declared their availability. This clause does not prevent an auxiliary employee from providing their availability for more than one month at a time.
- (c) Auxiliary employees shall have the right to refuse one shift per month. If an auxiliary employee refuses six shifts within a five-month period, they shall be removed from the auxiliary employees' call-in list and be deemed to have voluntarily terminated their employment. If an auxiliary employee has worked less than two shifts within a six-month period, they shall be removed from the auxiliary employees' call-in list and be deemed to have voluntarily terminated their employment.
- (d) Auxiliary employees may not be scheduled for more than 40 hours per week.

Agreed to:

For the Union

For the Employer

For the Union

For the Employer

For the Union

For the Union

For the Union

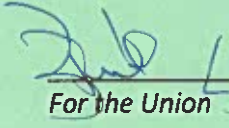
Date: March 25, 2023


ARTICLE 17 - PROFESSIONAL DEVELOPMENT

The University **Employer** will annually contribute to a Professional Development Fund for regular employees on the following basis:


- (a) The annual contribution to the fund will be \$23,600. Any balance of funds remaining at the end of the year will ~~be forwarded~~ **carried** over to the next year. **The fund will be increased by the same percentage increase and on the same dates as wages and salaries.**
- (b) Regular employees shall be entitled to a prorated percentage of the fund to be used for courses, seminars, lectures, or other educational events, which will enhance the employees' work at UBC Child Care **Childcare** Services.
- (c) The Professional Development Fund is a benefit over and above the benefit provided for in Clause 8.24 **19**- Educational Leave.
- (d) The University **Employer** shall provide to the Joint Consultation Committee an accounting of the fund once per year by April 1st.

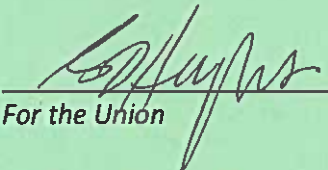
Agreed to:


For the Union

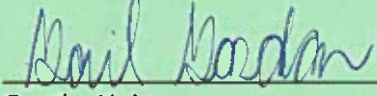

For the Employer


For the Union


For the Employer


For the Union


For the Union


For the Union

Date: march 24, 2023

ARTICLE 18 - TERM OF AGREEMENT

18.1 Duration

The term of this agreement shall be from May 1, 2019 2022 to and including April 30, 2022 2025.

18.2 Notice to Bargain

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, 2022 2025, but in any event not later than midnight, January 31, 2022 2025.

(b) Where no notice is given by either party prior to February 1, 2022 2025 both parties shall be deemed to have been given notice under this article on February 1, 2022 2025 and thereupon Clause 18.3 applies.

(c) All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the University Employer shall be given to the University Employer.

18.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 18.2 the parties shall, within 14 days after the notice was given, commence collective bargaining.

18.4 Changes in Agreement

Any change deemed necessary in this agreement may be made by mutual agreement of the Employer and Union at any time during the life of this agreement.


18.5 Agreement to Continue in Force

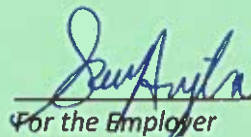
Both parties shall adhere fully to the terms of this agreement until a strike or lockout occurs.

18.6 Effective Date of Agreement

The provisions of the agreement shall come into full force and effect on the date of ratification except where otherwise noted.


Agreed to:


For the Union


For the Employer



For the Union


For the Employer


For the Union



For the Union



For the Union

Date: march 24, 2023

APPENDIX A – SALARY SCALE

The parties agree to amend the wage schedules within the Collective Agreement to reflect the following general wage increases:

May 1, 2022 Increase all rates of pay by a flat rate of \$0.25 per hour and a 3.24% GWI.

May 1, 2023 Increase all rates of pay by a 6.75% GWI. (Note: Year 2 GWI is based on recognition of a COLA amount of 1.25% in addition to a 5.5% wage increase).

May 1, 2024 Increase 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*.

*Please refer to Letter of Agreement – Cost of Living Adjustments.

Copies of current and updated salary scales reflecting all increases shall be available on the UBC Human Resources website at:

<https://hr.ubc.ca/working-ubc/salaries/staff-salaries-job-evaluation/staff-salary-scales>

Agreed to:

For the Union

For the Employer

For the Union

For the Employer

For the Union

For the Union

scal

For the Union

Date:

UBC – Childcare Services Agreed To Proposal

moveup

March 3, 2023

E&OE

APPENDIX B - DEFINITIONS OF EMPLOYEE CLASSIFICATIONS

Please note that these definitions are meant only to ensure that employees are placed in their appropriate classifications when hired or promoted. Please refer to job descriptions for a detailed description of each position.

Senior Early Childhood Educator - The An employee who is registered as an Early Childhood Educator by the British Columbia ECE Registry. As the person-in-charge on the centre's license, is responsible for the operation of the centre and directs the day-to-day activities including providing a caring care and educational programming for the children in the centre.

Senior Early Childhood Educator 2 - An employee who is registered as an Early Childhood Educator with an Infant Toddler certificate by the British Columbia ECE Registry. As the person-in-charge on the licence(s) of a centre(s), is responsible for the operation of a centre or centres that incorporates two licences, directing the day-to-day activities of both programs including providing a caring care and educational programming for the children in the centres.

Senior Infant/Toddler Educator - The An employee who is registered as an Infant/Toddler Educator by the British Columbia ECE Registry. As the person-in-charge on the centre's licence, is responsible for the operation of the centre and directs the day-to-day activities including providing a caring care and educational programming for the children in the centre.

Senior School Age Care Provider - An employee who has completed the School Aged Child Care certification or who is registered as an Early Childhood Educator by the British Columbia ECE Registry. As the person in-charge of the centre's license, is responsible for the operation of the centre and directs the day-to-day activities including providing a caring care and educational programming for the children in the centre.

~~basic education requirements; who is the person in-charge on the centre's licence and as the person in charge is registered as an Early Childhood Educator by the British Columbia ECE Registry and is responsible for the operation of the centre and directs the day-to-day activities including providing a caring and educational program for the children in the centre. Employees who are currently classified as Senior School Age Care Providers who do not meet the classification requirements will be grand-parented.~~

Early Childhood Educator - An employee who has completed the basic education requirements; has the required work experience; is suitable to provide care for children between the ages of three years and school age; and is registered as an Early Childhood Educator by the British Columbia ECE Registry. ~~who~~ Assists the Senior Early Childhood Educator Supervisor in the provision of a care and educational programming for the children in the centre.

Infant/Toddler Educator - An employee who has completed the post-basic education requirements; has the required work experience; is suitable to provide care for children between the ages of six weeks and three years; and is registered as an Infant/Toddler Educator under the by the British Columbia ECE Registry. ~~who~~ aAssists the Senior Early Childhood Educator in the provision of a caring and educational programming for the children in the centre.

Lead Hand - An employee who works in the school age care program who has completed the School Aged Child Care certification, or who is registered as an Early Childhood Educator by the British Columbia ECE Registry, and possesses the qualifications, including and possesses a Class 4 unrestricted driver's license and provides care and educational programming for children ages five to twelve years in the centre. Works with a small team to provide child care in a team setting; and is responsible for building meaningful relationships with the administrative staff and support staff at the elementary schools. Reports to the Senior School Age Care Provider and the Coordinator of School Age Programs and implements their direction regarding compliance with the contractual agreement with the Vancouver School Board.

School Age Care Provider - An employee who has completed both either the School Aged Child Care Certification requirements (or equivalent such as a degree in social work, teaching certificate, or other relevant certification for working with children), or who is registered as an Early Childhood Educator by the British Columbia ECE Registry, who holds a valid Class 4 unrestricted driver's license 2-Bus Drivers License; and is suitable to provide care and educational programming for children between the ages of 5 and 12 in the centre, and is engaged in providing an educational program for children in the centre. who works in the school age care program and possesses the qualifications, including a Class 4 unrestricted driver's license and provides care for children ages five to twelve years; and who assists the Senior School Age Care Provider in the provision of a caring and educational program for the children in the centre.

Supported Child Care Educator - An employee who has completed the post-basic Special Needs Education requirements; has the required work experience; is qualified to care for children who require extra support; is registered as a Special Needs Educator by the British Columbia ECE Registry; who assists the Senior Supervisor in the provision of a caring and educational program for the children in the centre.

Early Childhood Assistant - An employee who is in the process of completing the basic Early Childhood Education requirements at an accredited training program but is not yet licensed by the British Columbia ECE Registry, and is suitable to provide care and educational programming for children between the ages of three years and school age at the centre. and is engaged in providing a caring and educational program for the children in the centre.

Infant/Toddler Assistant - An employee who is in the process of completing the Infant/Toddler certification at an accredited training program but is not yet licensed by the British Columbia ECE Registry; and is suitable to provide care and educational programming for children between the ages of six weeks and three years at the centre. and is engaged in providing a caring and educational program for the children in the centre.

School Age Care Assistant - An employee who is in the process of completing their School Aged Child Care certification, or their Early Childhood Educator Assistant's certification, and possesses the qualifications, including and possesses a Class 4 unrestricted driver's license education and/or obtaining the appropriate driver's license; and is suitable to provide care and educational programming for children ages five to twelve years in the centre. , and is engaged in providing a caring and educational program for children in the centre.

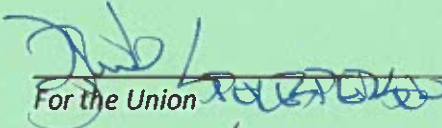
Special Needs Assistant - An employee who is in the process of completing the Special Needs certification at an accredited training program but is not yet licensed by the British Columbia ECE Registry; and is qualified to care for children who require extra support; within the day care program; and is engaged in providing a caring and educational program for the children in the centre.


Auxiliary Employee - Will be placed at the appropriate step of the classification according to their qualifications as per the definitions noted below.
newly created Auxiliary pay grid within the classification to which they are eligible for placement.


- 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.

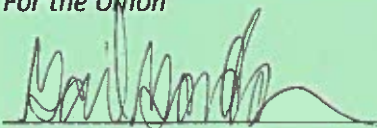
Auxiliary Employees who are placed into a temporary appointment will receive the rate of pay associated with the classification of the position.

Agreed to:

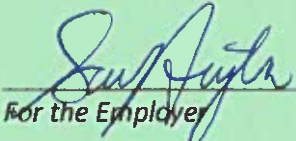

For the Union



For the Union


For the Union

For the Union

For the Union

Date: March 25, 2023


For the Employer


For the Employer

Bargaining Proposal: Letter of Agreement #2 – Job Sharing

The Parties agree to recommend the following renewal to the Collective Agreement:

Between the

University of British Columbia
(Child Care Services Program)

And

B.C General Employees' Union (BCGEU)

Re: Letter of Agreement #2 – Job Sharing

For the life of this collective agreement, the University and Union agree to the following terms and conditions for any job-sharing arrangements which are approved by the employees and the Director or designate under Clause 5.1:

1. There may be only one job sharing position approved in a centre.
2. No more than two employees may share one full-time position.
3. Job sharing requests from employees shall be in writing and include the proposed commencement date of the job share, how the hours and days of work will be shared, and how communications and the continuity of work will be maintained. In the case of senior supervisory staff, the written proposal shall also include how direct staff supervision, accountability for administrative and program responsibilities, and communication with parents will be maintained.
4. The Director or designate shall communicate a decision on a job share request in writing to the applicant.
5. Upon approval of a request to job share, the tandem job-sharing position shall be posted and filled in accordance with Clauses 4.8, 4.9 and 4.13 of the collective agreement.
6. The job-sharing arrangement shall be treated as a full-time position with respect to wages, paid holidays, leaves, vacation and health and welfare benefits, and such conditions shall be calculated and received by the employees involved on a pro rata basis, subject to minimum eligibility requirements.
7. Seniority for each job-sharing partner shall continue from date of hire.
8. The position being shared shall be subject to all other provisions of the collective agreement.
9. If one job sharing partner vacates the job-sharing arrangement for any reason and the arrangement is not terminated under (10) below, the vacancy shall be posted as a job sharing position and filled in accordance with Clauses 4.8, 4.9 and 4.13 of the collective agreement. If the position cannot be filled by this process, the job-sharing arrangement for the position shall be terminated.

10. The University reserves the right to terminate the job-sharing arrangement in the following circumstances:

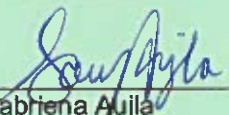
- If one job sharing partner vacates the job sharing arrangement;
- Following an annual review of the job-sharing arrangement, held in conjunction with the annual performance evaluations of the staff in the centre under Clause 4.11, where the Director or designate determines, in consultation with the staff in the centre, that the job-sharing arrangement is no longer appropriate;
- Following a special review initiated by the Director or designate, in consultation with the staff in the centre, in circumstances where it appears that the job-sharing arrangement is no longer appropriate.

11. If the job-sharing arrangement for a position is terminated, the employee(s) shall receive one months' notice, or such lesser amount of notice as is mutually agreed between the Director or designate and the employee(s) to which the job-sharing arrangement applies.

In normal circumstances, the senior job-sharing partner shall be required to assume the full-time responsibilities of the position in order to retain their job status and, if both job-sharing partners remain, the junior employee in the centre shall be laid off and the junior job-sharing partner shall be required to assume their responsibilities in order to retain their job status. However, the Director or designate will consult with the employee(s) to determine whether there are alternate arrangements that can be mutually agreed.

Dated this 21 day of February 2023

For the University:

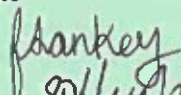
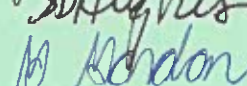


Sabriena Aujla
Senior Manager, Employee Relations

Feb 21, 2023
Date

For the Union:


Zoe Towle
Staff Representative, BCGEU

Feb 21 2023
Date

Negotiations between UBC Child Care Services Program and BCGEU

Date Tabled: Feb 21, 2023

Time Tabled: 4:38 pm

Re: Letter of Agreement #3 – Worksite Closure

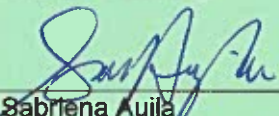
In recognition of the possible closure of a worksite or program, the parties agree to the following for the term of this agreement:

(a) Where the Employer closes a worksite or discontinues a program, the Employer will consult with the Union prior to providing notice to affected employees.

(b) The Employer will give two months written notice to affected employees of any such worksite closure or program closure.

Dated this 21 day of February 2023

For the University:



Sabrina Kujala
Senior Manager, Employee Relations

For the Union:



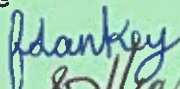
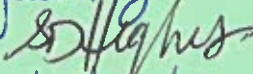
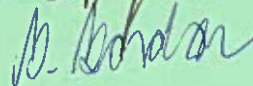

Zoe Towle
Staff Representative, BCGEU

Feb 21, 2023.

Date

Feb 21 2023

Date

Negotiations between UBC Child Care Services Program and BCGEU

Date Tabled: Feb 21, 2023

Time Tabled: 12:08 pm

Bargaining Proposal: Letter of Agreement #5 – Targeted Market Rate Adjustment (Auxiliaries)

The Parties agree to recommend the following change to the Collective Agreement:

Between the

University of British Columbia
(Child Care Services Program)

And

B.C General Employees' Union (BCGEU)

Re: Letter of Agreement #5 – Targeted Market Rate Adjustment (Auxiliaries)

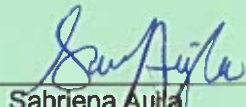
The parties propose deleting this LOA #5

~~In recognition of the gap in the market rate with respect to those employees who are in the Auxiliary Employee (Grade 3) and Auxiliary Employee 2 (Grade 3a) classifications, the University will provide a targeted market wage adjustment for affected positions supported through Service Improvement Allocation funding and other cost savings.~~

~~There will be a one-time adjustment effective May 1, 2019, in the amount of 8% increase in the wage rates of the Auxiliary Employee (Grade 3) and Auxiliary Employee (Grade 3a) classifications on the Child Care Salary Scale in Appendix A.~~

Dated this 21st day of February, 2023

For the University:



Sabriena Auja
Senior Manager, Employee Relations

For the Union:



Zoe Towle
Staff Representative, BCGEU

Feb 21, 2023
Date

Feb 21 2023
Date

Negotiations between UBC Child Care Services Program and BCGEU

Date Tabled: Feb 21, 2023

Time Tabled: 12:08 pm

Bargaining Proposal: Letter of Agreement #7 – Health Spending Account (Article 9) Distribution

The Parties agree to recommend the following change to the Collective Agreement:

Between the

University of British Columbia
(Child Care Services Program)

And

B.C General Employees' Union (BCGEU)

Re: Letter of Agreement #7 – Health Spending Account (Article 9) Distribution


The parties propose deleting this LOA #7

~~The parties agree that the Employer will establish a Health Spending Account for all eligible employees pursuant to Clause 9.6. Normally, each eligible employee will be able to access up to \$200 for eligible expenses per calendar year. Only in the calendar years of 2021 and 2022, employees will be able to access up to \$300 for eligible expenses.~~

~~Signed and dated by both parties on March 4, 2020.~~

Dated this 21 day of February 2023

For the University:



Sabrina Ajila
Senior Manager, Employee Relations

For the Union:



Zoe Towle
Staff Representative, BCGEU

Feb 21, 2023
Date

Feb 21 2023
Date

Date Tabled: Feb 21, 2023

Time Tabled: 4:39pm

Re: Letter of Agreement #8 – Integrated Renewal Program

The parties propose deleting this LOA #8

~~Where the University has established the Integrated Renewal Program ("IRP"), an enterprise resource planning initiative, to replace end of life Human Resources, Finance, and Student Information management systems; and the first phase of IRP will go live on April 1, 2020 affecting the Human Resources Management System, Payroll and the Financial Management System of the University; the parties agree to the following terms, conditions, and process respecting potential changes made necessary by IRP:~~

~~1. The parties acknowledge that changes required by the implementation of IRP are necessary and required and that the Union and University agree to engage in good faith discussions to facilitate the implementation of any required changes.~~

~~2. The University shall provide the Union 90 days' notice of any administrative change made necessary by IRP.~~

~~3. The University shall provide the Union with 90 days' notice of any potential change made necessary by IRP that materially impacts a term and condition of the collective agreement and consult with the Union to appropriately revise the affected provision(s).~~

~~4. the University shall provide the Union with 90 days' notice of any potential change made necessary by IRP that materially affects a term and condition of employment for employees. The University will meet with the Union with respect to any such changes to discuss the appropriate process to be used to implement the changes.~~

~~Signed and dated by both parties on March 4, 2020.~~

Dated this 21 day of February 2023

For the University:



Seorjena Aujla
Senior Manager, Employee Relations

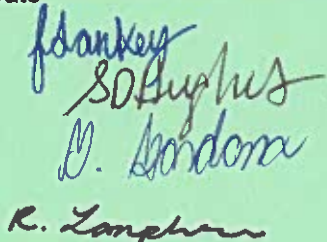
Feb 21, 2023
Date

For the Union:



Zoe Towle
Staff Representative, BCGEU

Feb 21 2023
Date


R. Longman

Negotiations between UBC Child Care Services Program and BCGEU

Date Tabled: Feb 21, 2023

Time Tabled: 12:07pm

Bargaining Proposal: Letter of Agreement #10 – On Call Auxiliaries

The Parties agree to recommend the following renewal to the Collective Agreement:

Between the

University of British Columbia
(Child Care Services Program)

And

B.C General Employees' Union (BCGEU)

Re: Letter of Agreement #10 – On Call Auxiliaries

The parties recognize that there are challenges with the current process in finding on call auxiliaries for any unplanned absences, including sick leave coverage. The parties agree to a standing item at the Joint Consultation Committee (JCC) meetings to discuss the issue of on call auxiliaries and the JCC will specifically:

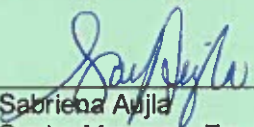
- (a) identify the issues with the current process; and
- (b) explore technological or other solutions that will address these issues.

The parties commit to beginning these discussions at the first JCC meeting following ratification of the collective agreement. The JCC will create a summary of the information within four months and will complete this work within six months from date of ratification, unless mutually agreed to otherwise. If a formal agreement outside the collective agreement is needed, the University will contact the BCGEU area office staff representative.

The JCC will request regular feedback from managers and/or senior staff three times a year on the process of finding replacements. The University will consider this feedback in addressing concerns related to finding on call auxiliaries.


Dated this 21st day of February 2023

For the University:

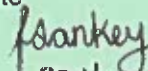
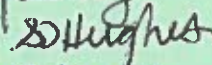
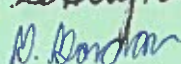


Sabrina Ajila
Senior Manager, Employee Relations

Feb 21, 2023
Date

For the Union:


Zoe Howle
Staff Representative, BCGEU

Feb 21 2023
Date

Negotiations between UBC Child Care Services Program and BCGEU

Date Tabled: march 1, 2023

Time Tabled: 11:35am

UBC Response

Bargaining Proposal: NEW LOU – Indigenous Alternative Resolution Process

The Parties agree to recommend the following change to the Collective Agreement:

Between the

University of British Columbia
(Child Care Services Program)

And

B.C General Employees' Union (BCGEU)

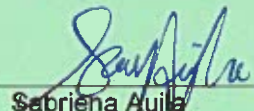
Re: NEW LOU - Indigenous Alternative Resolution Process

The Employer commits to forming a working group with representatives of the Union to explore the possibility of implementing an Indigenous Alternative Resolution Process for members employees. The working group must include Indigenous members employees. Prior to the process being an option for utilization, the working group must go through a consultative process to engage the appropriate facilitators.

The Parties agree that the working group does not have the authority to vary the collective agreement.


This LOU is agreed to on a provisional basis and the specific language is subject to refinement or amendment based on consultations to be conducted with the Indigenous community at UBC within six months of ratification.

For the University:



Sabriana Aujla
Senior Manager, Employee Relations

march 1, 2023
Date

For the Union:


Zoe Towle
Staff Representative, BCGEU

MAR 1, 2023
Date


Franky
B. Gordon

Negotiations between UBC Child Care Services Program and BCGEU

Date Tabled: March 1, 2023

Time Tabled: 11:38am

Bargaining Proposal: NEW LOU – Opportunities for Underrepresented Groups

The Parties agree to recommend the following change to the Collective Agreement:

Between the

University of British Columbia
(Child Care Services Program)

And

B.C. General Employees' Union (BCGEU)

Re: NEW LOU – Opportunities for Underrepresented Groups

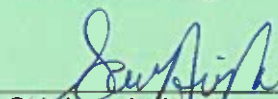
The Employer and Union agree to establish a working group within one hundred and twenty (120) days to discuss in good faith recommendations on methods to specifically attract, retain, promote and provide opportunities to qualified candidates from groups that have been historically underrepresented and opportunities to further promote equity, diversity and inclusion within the Collective Agreement.

The purpose of the working group is to:


- 1) Identify and develop initiatives to attract prospective employees from historically underrepresented groups.
- 2) Examine, identify and recommend areas within the Collective Agreement wherein initiatives and programs may be undertaken to advance and promote equity, diversity and inclusion for historically underrepresented groups.
- 3) Where appropriate, the working group may recommend changes to the Collective Agreement for consideration by the parties.

The working group will have a maximum of four (4) representatives from each party; two appointed by the Employer and two appointed by the Union. It is also understood that from time to time, additional resource people over and above the four (4) representatives may be required to attend. The working group shall meet every two (2) months, or more often as necessary and report out no later January 1, 2025. It is agreed that the working group does not have the authority to vary the collective agreement between the Parties.

For the University:





Sabrina Aujla
Senior Manager, Employee Relations

For the Union:


Zoe Towle
Staff Representative, BCGEU

March 1, 2023
Date

MAR 1, 2023
Date

NEW LOU – RECRUITMENT AND RETENTION INITIATIVES

The parties recognize that ~~there are circumstances where~~ the ability to recruit and retain employees for positions at ~~the University Child Care Services~~ can be challenging.

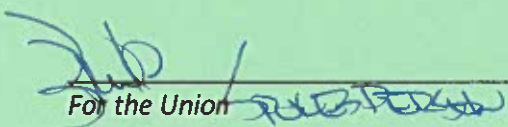
It is agreed that should ~~a Centre~~ the Employer seek to introduce a recruitment or retention initiative that requires Union agreement as a result of a potential change ~~in to the terms and~~ condition of employment, the University Employer will provide the Union with the following information 60 days prior to the proposed change and enter into good faith discussions regarding measures and steps that may be undertaken to resolve the issue:

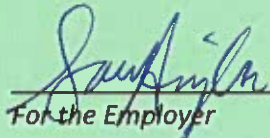
1. Department and/or Centre Name
2. Position/Classification and number of vacancies
3. Length of time undertaken by the recruitment or retention initiative
4. Reasons necessitating the recruitment or retention initiative
5. Relevant details related to the form of the recruitment or retention initiative

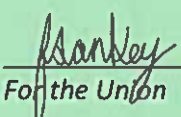
~~Where a recruitment or retention issue is identified, the parties agree to enter into good faith discussions regarding potential measures and steps to undertake to help resolve the issue. The parties agree to exchange any necessary additional documentation and supporting information that may assist them in their deliberations.~~


The University Employer agrees to provide updates related to all recruitment and retention initiatives at ~~Labour Management~~ the Joint Consultation Committee meetings.


Agreed to:


For the Union

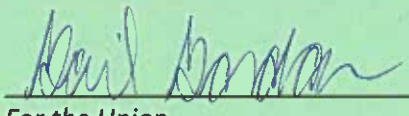

For the Employer


For the Union


For the Employer


For the Union


For the Union


For the Union

Date: March 24, 2023

NEW LOU -- Overpayments

In circumstances where an administrative or other error results in an overpayment of wages or benefits to an employee, and such error has been made in good faith, the University shall be entitled to recover any overpayment, provided:

1. Where the error has been reported by the employee, that the EmployerUniversity confirms the amount(s) owing to the employee; or, where the EmployerUniversity discovers the error, then a detailed breakdown of the error, provided in the form of a meeting with optional Union representation, will be given by the EmployerUniversity to the affected employee as soon as practicable;
2. Unless impracticable or unreasonable to do so, the proposed recovery is made over a period of time not less than the period during which the overpayment was made unless otherwise agreed between the EmployerUniversity and the employee;
3. This process applies when the overpayment amount is \$600 or less;
4. The instalment amounts will be made by payroll deduction and shall be:
 - For employees whose gross income is less than \$2500/month: \$25 per pay period;
 - For employees whose gross income is between \$2500/month and \$3500/month: \$35 per pay period;
 - For employees whose gross income is greater than \$3500/month: \$50 per pay period.
5. In the event the employee retires from, or leaves the employ of the EmployerUniversity before the EmployerUniversity is able to fully recover an overpayment, the EmployerUniversity shall be entitled to make a full recovery at the time of employment termination and reduce accordingly any payments that might be outstanding by that employee on termination of employment to recover the overpayment. This Letter of Understanding does not apply to monies discovered to be owed by former employees after the date of their employment termination.
6. Should these repayment terms be insufficient to fully satisfy the amount of the overpayment, this Letter of Understanding is not a waiver of other rights that may be held or asserted by the EmployerUniversity.
7. The EmployerUniversity agrees to genuinely consider extenuating circumstances and potential hardships to employees.


This Letter of Understanding does not apply where the overpayment results from an act of bad faith or other culpable action.

Agreed to:

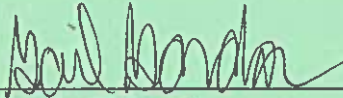
For the Union

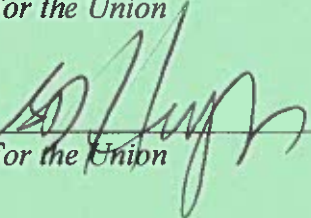



For the Employer


For the Union ROUSPELSON


For the Employer


For the Union


For the Union


For the Union

Date: march 25, 2023

RE: NEW LOA – COST OF LIVING ADJUSTMENTS

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after April 1, 2023 and April 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in Schedules A/B/C of the collective agreement means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

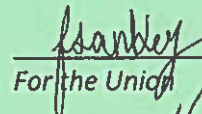
The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.


For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

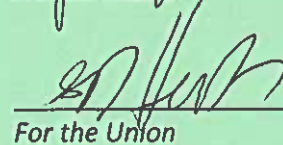
Agreed to:


For the Union

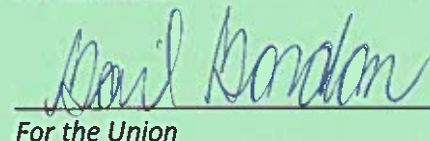

For the Employer


For the Union


For the Employer


For the Union


For the Union


For the Union

Date: March 24, 2023

LOA re: Sustainable Transportation Program



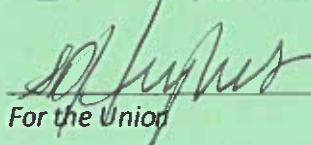
The Employer and Union agree to establish a joint committee within one hundred and twenty (120) days to develop and implement a project to support sustainable transportation initiatives.

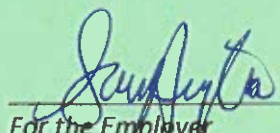
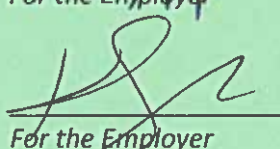
The joint committee will consist of two (2) representatives each from the Employer and Union. The Employer will choose its representatives and the Union will choose its representatives. The joint committee will develop its own procedures including, inviting advisors to assist the committee in its deliberations.

The terms of reference for the committee are:

1. ~~The committee will determine eligibility criteria. Eligibility criteria will be for the following pay grades by priority:~~
 - a) ~~The lowest 3 Pay Grades~~
 - b) ~~The mid 3 Pay Grades~~
 - c) a) The remaining Pay Grades
2. The Committee shall consider subsidizing public transportation, including discounting Compass Cards for sale through University Community Services, car and van pools, and other sustainable transportation initiatives.
3. Single occupancy vehicles and single occupancy car share services shall not be considered.
4. The Committee shall consider administrative efficiency as a criterion in the development of the pilot project.
5. The Committee shall ensure that if any benefit or subsidy constitutes a taxable benefit, that the administration of the project includes compliance with taxation requirements.
6. The University shall provide \$35,000 per year in funding for the pilot project.

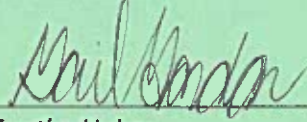
Agreed to:


For the Union 

For the Union


For the Employer

For the Employer

For the Union


For the Union


For the Union

Date: March 24, 2023

NEW LETTER OF AGREEMENT – PENSION – ARTICLE 9.5

~~The Parties commit to agree to discuss the feasibility of transitioning the current Target Benefit Pension Plan to the UBC Staff Pension Plan.~~

~~meeting during the term of the Collective Agreement to review and consider including Child Care employees in the UBC Staff Pension Plan.~~


The Parties will strike a joint committee with two (2) representatives each from the Employer and Union. The Employer will choose its representatives and the Union will choose its representatives.

The joint committee will develop its own procedures including inviting any advisors who it believes may assist in its deliberations.


The joint committee will provide any recommendations to their respective Parties no later than June 1, 2024, and it will hold its first meeting within three months of ratification of this collective agreement.

It is understood that the joint committee does not have the authority to bind their respective Parties to any recommendations that it may make.

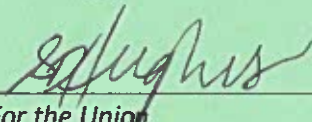
Agreed to:




For the Union



For the Employer




For the Union



For the Employer

For the Union

For the Union



For the Union

Date: march 24, 2023

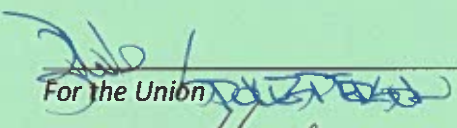
NEW LETTER OF AGREEMENT – TARGETED WAGE ADJUSTMENTS – AUXILIARY EMPLOYEES

In recognition of the wage rate with respect to positions within classifications at the lower pay grades, the University will provide wage adjustments to address such affected positions.

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.


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

Agreed to:


For the Union


For the Union


For the Union


For the Union

For the Union


For the Employer


For the Employer

Date: March 25, 2023

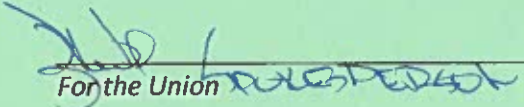
NEW LETTER OF AGREEMENT – REGULAR AUXILIARY EDUCATORS


Incumbent Regular Auxiliary Educators will continue to receive the general wage increases but will not be moved 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 in this classification.

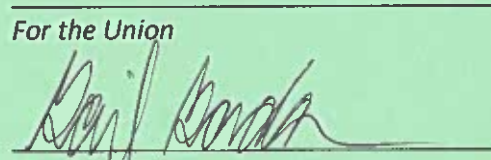
This Letter of Agreement does not affect or amend Appendix B – Definitions of Employee Classifications of the Collective Agreement and may not be relied upon in any manner to support an interpretation of the Collective Agreement.

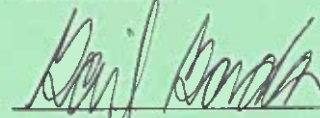
Agreed to:



For the Union

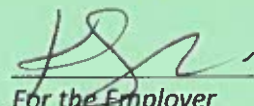

For the Union


For the Union


For the Union


For the Union


For the Employer


For the Employer

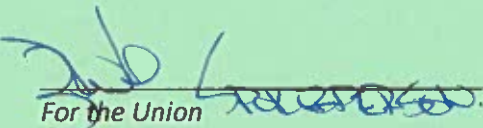
Date: March 24, 2023


NEW LOA – HEALTH AND WELFARE BENEFITS


The Employer will explore benefit levels for BCGEU employees as part of its Benefit Review.

The review will be completed by June 30, 2023. The University commits to seeking input from BCGEU as part of the review process.


Agreed to:

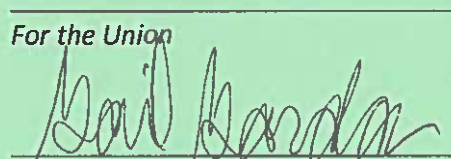

For the Union


For the Employer


For the Union


For the Employer


For the Union


For the Union

For the Union

Date: March 24, 2023

Bargaining Proposal: NEW Letter of Agreement – Public Sector Wage Increases

The Parties agree to recommend the following change to the Collective Agreement:

Between the

University of British Columbia
(Child Care Services Program)

And

B.C. General Employees' Union (BCGEU)

Re: NEW Letter of Agreement – Public Sector Wage Increases

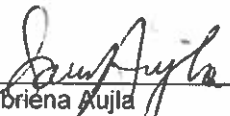
1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in this Collective Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This Letter of Agreement is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.
2. For the purposes of calculating the general wage increases in paragraph 1:
 - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or
 - b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the collective agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.

3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent collective agreement savings or grievance resolutions that are agreed to in bargaining.

4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.
5. This Letter of Agreement will be effective during the term of this Collective Agreement.


For the University:



Sabrina Aujla
Senior Manager, Employee Relations

April 5, 2023
Date

For the Union:



Zoe Towle
Staff Representative, BCGEU

MAR 31, 2023
Date