



## News on BARGAINING



### | PLEASE POST |

**Date:** March 29, 2023

**To:** All BCGEU Members at UBC Child Care Services Program

**Re:** UBC CHILD CARE SERVICES TENTATIVE SETTLEMENT FOR THE RENEWAL OF YOUR 2019-2022 COLLECTIVE AGREEMENT

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Friends,

We are very pleased to report that early morning, Saturday, March 25, we entered into a tentative settlement for the renewal of your Collective Agreement. Highlights include:

#### **THREE YEAR AGREEMENT**

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

#### **GENERAL WAGE INCREASES**

The general wage increases for each year of the agreement are as follows and will apply to all members:

**May 1, 2022** – Increase all rates of pay by \$0.25 cents per hour and then an additional increase of pay by 3.24%.

**May 1, 2023** – Increase all rates of pay by 6.75%.

**May 1, 2024** – Increase all rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%, subject to the COLA Letter of Agreement which establishes the criteria for calculating the wage increase.

#### **AUXILIARIES**

There are several significant improvements to the terms of employment for auxiliary members.

#### **Targeted Wage Adjustments**

A newly created Auxiliary Employee classification and wage grid will take effect May 1, 2023. The Targeted Wage Adjustments plus an additional \$0.25 cents per hour wage increase will take effect May 1, 2023, assuming that the tentative settlement is ratified by the members. The Targeted Wage Adjustments for auxiliary members are in addition to the General Wage Increases.

Auxiliary members in the Auxiliary Employee or Auxiliary Employee 2 classifications will be moved to a newly created Auxiliary Employee classification and salary scale. Auxiliary employees will be placed on the new scale according to their qualifications as established in the amended Definitions of Employee Classifications found at Appendix B.

## **Appendix B - Definition of Employee Classifications**

The existing Auxiliary Employee and Auxiliary Employee 2 classifications will be replaced with one Auxiliary Employee classification that will have the following steps:

**Step 1.** An employee who is recognized as a Responsible Adult as per the Child Care Licensing Regulation.

**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.

The above steps correspond with the newly created Auxiliary Employee salary grid (below).

### **Auxiliary Employee Wage Grid Effective May 1, 2023**

NEW CLASSIFICATION	NEW CLASSIFICATION GRID: HOURLY RATE	\$0.25 PER HOUR ADDITIONAL
Step 1 – Responsible Adult (RA)	18.76	19.01
Step 2 – ECEA or enrolled in ECE	19.61	19.86
Step 3 – ECE	21.90	22.15

### **Regular Auxiliary Employees**

This classification will be eliminated. Current Regular Auxiliary employees will be grand-parented meaning they will not be moved to the newly created Auxiliary Employee classification until such time as they leave the Regular Auxiliary Employee classification.

### **Auxiliary Call-In Process**

Call in procedures for auxiliary employees have been incorporated into the tentative renewal collective agreement. Auxiliary employees will be required to submit their availability to the Administrator, Child Care Services by the 15<sup>th</sup> of the month for the following month although they can also provide their availability for additional months. Auxiliaries on the call sheet will only be called for those shifts they have indicated they are available. Auxiliaries who are not on the call sheet will not be called.

Auxiliaries who refuse six shifts within a five-month period – no more than one shift per month, will no longer be called. Once a shift has been accepted, the auxiliary will not be able to accept another shift at a different centre.

## **PENSION PLAN**

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

The Employer and Union have agreed to meet to review the feasibility of moving onto the UBC Staff Pension Plan. Any recommendations flowing from those discussions will likely be the subject of bargaining for the next renewal collective agreement.

## **PROFESSIONAL DEVELOPMENT (PD) FUND**

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

During bargaining, the Union served notice that the cost of First Aid Training is not an appropriate PD expense as the collective agreement provides for separate reimbursement for that expense. The Union also advised the Employer that managers – ie. excluded staff, do not have access to the fund. The Employer voiced no objections to the Union's position.

## **PAID HOLIDAYS (STATS)**

The National Day for Truth and Reconciliation has been added to the collective agreement as a paid holiday.

## **HOURS OF WORK**

The Hours of Work language has been amended to bring greater clarity to its application.

## **VACATION ENTITLEMENT**

A formula for calculating vacation pay has been enshrined in the collective agreement. The intention is to ensure the members not only receive the vacation *days* to which they are entitled but also the corresponding pay.

Requests for vacation deferral and approval will have specific timelines. By November 15<sup>th</sup> for the deferral request. December 1<sup>st</sup> for the Employer's response. The Employer's failure to respond by December 1<sup>st</sup> will mean that the deferral request is approved.

## **SENIORITY**

Except in limited circumstances such as vacation scheduling, seniority will no longer be centre specific. Instead, members' seniority will apply across all centres. This is particularly important as it relates to layoff and recall as it expands the opportunities for members who have been issued a notice of layoff or who are on the recall list.

## **LAYOFF AND RECALL**

Members on the recall list will be recalled to *any* position for which they are qualified as opposed to the existing language that restricts their recall to the position from which they were laid off. Reduction in work will trigger the same notice and severance provisions as layoff.

## **RECRUITMENT AND RETENTION INITIATIVES**

The Union will be involved in any Employer recruitment and retention initiatives from the outset.

## **EQUITY, DIVERSITY, AND INCLUSION (EDI) AND, INDIGENIZATION INITIATIVES**

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

### **New Article on Trans Inclusion**

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

### **New Article on Indigenous Leave for Ceremonial, Cultural or Spiritual Events**

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

### **New Article on Indigenous Alternative Resolution Process**

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

### **Opportunities for Underrepresented Groups Working Group**

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

## **LEAVES**

Leaves will be consistent with the *Employment Standards Act*. Bereavement Leave has also been amended to provide for one day's paid leave in the event of death of an employee's child's spouse/partner or sibling's spouse/partner. It has been clarified that a spouse/partner includes, non-binary, gender fluid and gender-queer individuals.

## **SUSTAINABLE TRANSPORTATION PILOT PROGRAM**

A joint committee will be struck to develop and implement a project to support sustainable transportation initiatives.

**THE HIGHLIGHTS WE HAVE SET OUT IN THIS BULLETIN ARE TENTATIVE. THE MEMBERS WILL NEED TO RATIFY THE TENTATIVE SETTLEMENT BEFORE ANY CHANGES KICK-IN. OUR RECOMMENDATION WILL BE THAT THE MEMBERS VOTE TO ACCEPT THE TENTATIVE AGREEMENT.**

We will be holding information meetings to allow each of you to ask us questions. We will also be sending out a ratification document setting out the proposed changes as they will appear in the collective agreement. A ratification date has not yet been set. Please continue to watch your inboxes for the details of those meetings and the vote.

We want to express our heartfelt thank you for your support. We are stronger together and we would not have been able to do this with your unified support. We would also like to acknowledge your Employer's good faith and good will efforts.

If you know a BCGEU member who didn't receive this bulletin, please forward it to them. If you are a BCGEU member who didn't receive the bulletin directly, please update your email address with your Union by logging into the Member Portal [here](#).

In solidarity,

Freyja Sankey, Chair, Bargaining Committee  
Gail Gordon, Member, Bargaining Committee  
Shannon Heighes, Member, Bargaining Committee  
Rachel Lanphear, Member Observer, Bargaining Committee  
Zoe Towle, Spokesperson, BCGEU Negotiations

cc: Andrea Duncan Vice-President, Community Social Services & Local 303 Chair  
Richard Tones, Director - Negotiations  
Brent Camilleri, Coordinator – Negotiations  
Selena Kongpreecha, Component 3 Staff Representative – Negotiations  
Alix Born, Staff Representative, LMAO

ZT/JT  
MoveUP  
FA-614

