

(1) Clause 14.2 (a) (b) (4), (e), and (f) (Hours of Work)

1. The Parties agree that Articles 14.2(g) – Hours of Work, Extended Hours and Shifts; and 14.8 – Conversion of Hours; apply to Employees (Regular, Part-Time, and Casual). The extended workdays are twelve (12) hours. Daily overtime (double time) for all positions will commence after the completion of the extended workday. Weekly overtime for all positions will commence after forty (40) hours per week, averaged over two weeks.
2. Shifts less than four (4) hours in duration may be scheduled to provide coverage so that employees may attend training, union activities, meetings, and other mutually agreed-to events. Any shifts less than three (3) hours in duration will be paid a minimum of three (3) hours per Article 14.2 (b) (2).
3. Employees who work outside their assigned geographic region, and will drive, will be entitled to the following:
 - a) If employees are using their personal vehicles, applicable overtime rates will commence from the time they would leave the central address listed in the geographic region.
 - b) If employees use a company vehicle, overtime begins when they leave the location where they picked it up.
 - c) At the end of their shift, the reverse of (a) and (b) above will apply.
 - d) Where an employee uses their own vehicle, the provisions of the Collective Agreement regarding travel reimbursement will apply, as per Article 26.9.
4. Employees who work outside their assigned geographic region, and must fly, will be entitled to the following:
 - a) The cost of flights.
 - b) Applicable overtime rates will commence at the check-in time required by the Airline or Canadian Air Transport Security Authority (CATSA).
 - c) Where the arrival is within two (2) hours of the start of the shift, overtime rates will stop at the start of the shift.
 - d) Where it is not within two (2) hours of the start of the shift, overtime rates will stop one (1) hour after arrival.
 - e) On departure, overtime rates will commence when the employee leaves to meet the required check-in time noted in (b) above and stop twenty (20) minutes after arrival.
 - f) The employer will provide employees with accommodation for their off-hours at either the residence they are working in (provided there is a

space to disengage from work-related activities) or at another residence. When off-shift, employees will not be required to perform any work.

- g) The employer will provide a meal allowance per the provisions in the Collective Agreement.
- h) Employees who are off work will be allowed to use a company vehicle provided it does not interfere with the residences' operational requirements.
- i) Where an employee will drive to the region but must stay overnight, (3) above will apply, as will (4) (f), (g), and (h).
- j) If an employee misses some or all of a scheduled shift due to flight schedules, delays, or other events out of the employee's control, the employee will be made whole for lost wages.

(2) "Programme" or "Worksite" - as identified in Clauses 13.3(a) (Layoff), 14.2(e) (Hours of Work), 16.4 (Sharing of Overtime), 18.2(a) (Vacation Preferences), 24.1(c) (Job Postings);

Definitions:

Programme: Active Care Youth and Adult Services Ltd business of providing care and services to youth and adults throughout British Columbia, and for the purposes of the Collective Agreement administration the work described in the Union Certification.

Worksite: A home or residence of an adult or youth in care with Active Care Youth and Adult Services. These locations are fluid and subject to change.

Geographic Region: A town or city where care is provided to persons served. Due to the fluid nature of individual worksites, Employees are hired and work within a Geographic Region described below:

1. The City of Kamloops and surrounding communities within 40 kilometres from 235 1st Avenue, Kamloops
 2. The City of Vernon and surrounding communities within 40 kilometres from 3400 30th St
 3. The City and District of Terrace and surrounding communities within 40 kilometres from 4650 Lazelle Ave
 4. The City and District of Kelowna and surrounding communities within 40 kilometres from 1974 Moss Court, Kelowna
 5. Any other Geographic Regions identified, and mutually agreed to, by both the Union and the Employer
- Clause 13.3(a) (Layoff) –within a Geographic Region
 - Clause 14.2 (e) (Hours of Work) – worksite within a Geographic Region
 - Clause 16.4 (Sharing of Overtime) – Worksite first, followed by Geographic
 - Clause 18.2 (a) (Vacation Preferences) –Geographic Region
 - Clause 24.1 (c) (Job Postings) - Program

(3) Clause 30.3 (Casual Call-In-Procedure)
Article 30.3 - Casual Call- in Procedure

Where the Employer determines hours of work that need to be assigned to cover absences that are expected to be three months or less or to augment staffing during peak periods, the following process will be followed:

1. Casual Call-In and Additional Hours will be by the following Geographic Regions below:
 - a. The City of Kamloops and surrounding communities within 40 kilometres.
 - b. The City of Vernon and surrounding communities within 40 kilometres
 - c. The City and District of Terrace and surrounding communities within 40 kilometres.
 - d. The City and District of Kelowna and surrounding communities within 40 kilometres.
 - e. Any other Geographic Regions identified, and mutually agreed to, by both the Union and the Employer.

2. *Availability:*
 - a) Qualified casuals shall be entitled to register, in writing, for work in any job classification for which they are qualified and where the Employer has stated a need for casual employees. Qualified casual employees shall be called in order of seniority when shifts are available.

 - b) Qualified employees who are registered for casual work (additional hours) will be called in order of seniority as follows:
 - i) Full-time whose hours are less than in Article 14.2 (a);
 - ii) Part-time; whose hours are less than Article 14.2(a);
 - iii) Casual.

The process repeats down through the seniority list (full-time, part-time, and casual) until all shifts are covered. If declined, employees will not be contacted again to fill the same shift period. For example, if an employee is called and declines a day shift, they will not be called again unless a night shift needs to be filled.

Any regular employee may opt out of the call-in process by providing their request in writing, in accordance with Article 16.7(a). An employee electing to opt out may choose to opt back in at the beginning of the month.

Note: Full-time and part-time staff will not have their regular shifts rescheduled as a result of this process. That is, part-time staff will maintain their currently regular scheduled hours. Casual shifts (additional hours) will be in addition to regularly scheduled shifts.

3. The Employer will offer casual hours in seniority order. However, where there is a bona fide care requirement for a particular person served, the selection

criteria of Article 24.3: ability, performance, and relevant qualifications will apply. Where these factors are equal, seniority will be the determining factor.

4. On the first (1st) day of each month, employees choosing to work casual (additional hours) shifts will submit their dates and hours of availability for the following month. (i.e. June 1st for the month of July). Employees will show their availability for one (1) of each type of shift (e.g. Day, and Evening) each week. The availability form will be submitted to the specific geographic region where the employee is qualified and able to work.
5. Employees working casual (additional hours) shifts must accept or decline shifts within twenty-four (24) hours of the schedule being posted. Once accepted, employees must work those assignments except where they have a valid reason for absence (Article 30.10). If a casual employee fails to accept or decline the scheduled shifts in the required time frame, they will be deemed declined.
6. If a casual employee fails to submit their availability, declines, or fails to work three (3) shifts in a three (3) consecutive month period, without providing an acceptable reason to the Employer, they will be deemed to have resigned.
7. A casual employee will not be expected to be available for assignments at any time the employee is ill or injured and unable to perform the duties of work assigned to them.
8. A casual employee may gain the status as a regular employee only by successfully applying for and being the successful applicant for a regular job posted vacancy.
9. At the Employer's request, casual employees must work two of the following: Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, in addition to the minimum of three (3) shifts per month, unless otherwise stated in the local issues. No later than November 1st, a casual will indicate which days they are available to work.
10. Where inadequate numbers of casual employees have indicated availability, employees will be required, in reverse order of seniority, to change their selection. Where there appears to be less work available than stated staff availability, casual employees will be offered, in seniority order, the right of first refusal
11. During peak periods from June through September, casual employees must work a minimum of six (6) days per month at the Employer's request.

(4) Client Vacations and Out of Town Assignments
Client Vacation/ Out-of-Town Assignments

An employee may elect to accompany a person served on vacation or to attend an out-of-town assignment, as requested by the Employer. Person served vacations and out-of-town assignments shall be offered to employees, on the schedule, within the Resource by shift and seniority. In the event that regularly scheduled employees within the resource elect not to accompany the person served, the assignment shall be offered to Employees within the geographic region of the worksite in seniority order. Where there is a bona fide care requirement for a particular person served, the selection criteria of Article 24.3 ability, performance, and relevant qualifications will apply. Where these factors are equal, seniority will be the determining factor.

1. Where the person served vacation or out-of-town assignment does not require an overnight stay, employees will be compensated at their regular rate of pay, inclusive of any applicable overtime rates.
2. Where the person served vacation or out of town assignment requires an overnight stay, a minimum of two staff must accompany the person served on the vacation or out of town assignment.
 - a. Each staff that accompanies the person served will be scheduled into their appropriate twelve (12) hour shifts and paid accordingly
 - b. When the staff is "off" work they will not be expected to perform any work-related duties. If the employee is called to perform work as a support to the other staff or in an emergency, they will be paid at overtime rates for the duration they are performing work.
 - c. If the employee's schedule must change to accommodate the assignment it will be without Article 15.3 Short Changeover Premium.
3. A regular employee who does not participate in a person served vacation or out-of-town assignment will not suffer a loss of their regular work or pay.
4. The Employer will pay all reasonable expenses incurred by an employee on a person served vacation or out-of-town assignment. An advance will be based on the reimbursement rates in Article 26 and the cost of accommodation if it is needed.
5. The Employer will be contacted immediately in the event of an emergency involving the employee or person served. The Employer will be responsible for arranging and paying for transportation home and, if necessary, replacement staff. Approval under this clause will not be unreasonably withheld.

**(5) Any other issues agreed to by the Union and CSSEA.
26.12 Staff Vehicles**


It is understood that when Employees are working, and if they are required to transport the person served anywhere while on shift, they are to use the "Active Care Vehicle" provided by the Employer.

1. The Employer will:
 - a. Ensure that all Staff Vehicles are operationally sound and have had regular check-up
 - b. Be responsible for any care and maintenance for the vehicle including, but not limited to, fuel, oil changes, tune ups, engine lights.
 - c. Document any issues in the logbook. Logbook will be located on Sharevision.

2. The Employee will:
 - a. Notify the Employer when low on fuel, where Management has not issued a fuel card for the vehicle or worksite/residence.
 - b. Notify the Employer if any visual and/or mechanical issues arise before or during shift.
 - c. Do a 360 check, review and complete logbook before commencing to drive.
 - d. Not use the Active Care vehicle for personal use.

Dated this 16th day of December, 2024

SIGNED ON BEHALF OF THE UNION:

Signed by:


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USW 1-417

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USW 1-417
Bargaining Committee

Signed by:


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Bargaining Committee


SIGNED ON BEHALF OF THE EMPLOYER:

Signed by:


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CSSEA Representative

Signed by:


AF811A711E7C442...
Employer Representative

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Employer Representative