

MEMORANDUM OF AGREEMENT

BETWEEN

ACTIVE CARE YOUTH AND ADULT SERVICES LTD.

(Of the Second Part)

(hereinafter referred to as "the Employer")

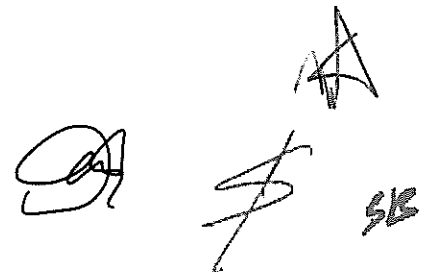
AND

UNITED STEELWORKERS, LOCAL 1-417

(Of the Second Part)

(hereinafter referred to as "the Union")

Errors & Omissions Excepted

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

Hours of Work

The hours of work will be 8 hours per day, 40 hours per week, 2080 hours annually.

Overtime after 8 hours a day or 40 hours in a week.

Transition - Required Overtime Shift Schedules:

During the Transition to the Hours of Work of the Collective Agreement, the parties acknowledge that some past pre-union scheduling practices will need to remain in place during the transition period for operational reasons.

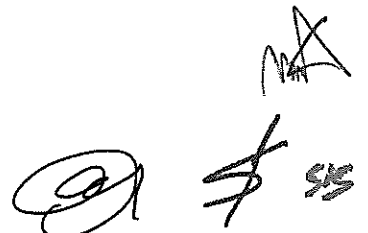
The transition period will be June 16, 2021, to July 1, 2023, for the following:

1) Required 10 and 12 hour Shifts

- a. All shifts where the Employer requires an employee to work greater than 8 hours will be paid at overtime rates as set out in the Collective Agreement.
- b. No required shift will be greater than 12 hours.
- c. The current practice of scheduling 10 and 12-hour shifts will continue.
 - I. For 10 hour shifts, the first 8 hours will be paid at straight time, and then 2 hours at overtime rates of the Collective agreement.
 - II. For 12 hour shifts, the first 8 hours will be at straight time and then 4 hours at overtime rates for the Collective Agreement.
 - III. Current scheduling practices will remain in place.
- d. Employees formerly on 24 hour Shift Schedules will be transitioned to 12 hour required shifts on or before December 1, 2021.
- e. Employees scheduled to work 10 or 12-hour shifts cannot refuse to work the overtime associated with these required shifts.

2) Northern Travel and 12 Hour Shifts effective October 1, 2021

- a. Staff who reside outside of the Geographic Regions of the City and District of Terrace, and City and District of Prince Rupert, the following Transition will apply:

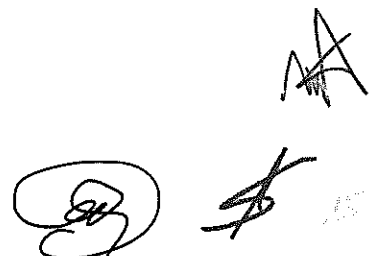
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- i. Travel to the Geographic Region will be compensated at overtime rates, commencing at the check in time required by the Airline or the Canadian Air Transport Security Authority (CATSA) before the Employees flight from the Airport where the Employer has made arrangements for the employee to depart to travel to Terrace and Prince Rupert.
- ii. Where the employee's arrival in Terrace or Prince Rupert is within 2 hours of the employee's 12-hour shift commencing, the overtime will stop upon commencement of the shift, and the 12-hour shift schedule as identified in (1) c. ii.) above will commence.
- iii. Where the arrival of the Employee in Terrace or Prince Rupert does not align with the commencement of their shift within 1 hour of arrival, overtime will stop 1 hour after the arrival.
- iv. Overtime on departure will start from when the employee departs for the airport in order to meet the Airline or Canadian Air Transport Security Authority (CATSA) check in before the Employees flight time from Terrace or Prince Rupert and end 15 minutes after they arrive at the Airport where the Employer has made arrangements for the employee to return to.
- v. Where the employee on departure has not received 8 hours clear from work prior to their departure as set out in (iv) above, their travel overtime will be paid at double time.
- vi. Active Care will provide staff who are required to travel to either Terrace or Prince Rupert with accommodation in their off-time, at either in the Residence they are working in or at another Residence. When an Employee is off shift in these Residences, they will not be required to perform any work.
- vii. Employees who are off work will be allowed to use Active Care vehicles at the Residence if such use does not interfere with the operational requirements of the Residence.





3) Southern Travel and 12 Hour Shifts effective October 1, 2021

- a. Staff who reside outside of the Geographic Regions of the Kamloops, Vernon Kelowna, and Merritt as defined in (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(e) (Vacation Preferences), 24.1(c) (Job Postings);) of this agreement, the following Transition will apply:
 - i. Where air travel is required, the principles of 2. Above will apply.
 - ii. Where travel is by vehicle:

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1. If the employee is using their personal vehicle, overtime will commence from when they leave their residence to travel to their work location.
 2. If the employee is using a company vehicle, overtime will commence from when the employee leaves the location where they picked up the company vehicle.
 3. At the end of their shift, travel overtime will commence from when they leave their work location when they return the company vehicle or when they return to their own residence if they used their own vehicle.
 4. Where an employee uses their own vehicle the provisions of the Collective Agreement will apply in terms of travel reimbursement.
 5. These provisions only apply to employees that were previously hired specifically to work outside the community they lived in. Specifically, an employee who was hired in Kamloops to work in Kelowna will be subject to these provisions when this was set out in the letter of hire. An employee who applied to and was successful to a position in Kelowna but resides in Lumby who was not specifically at the time of hire designated to be required to travel, will not be able to access these provisions.
- 4) The above-noted Transition language is strictly without prejudice and without precedent base to either party to address the unique requirements of the Employers operations.
- 5) Either party may give sixty (60) calendar days' written notice to terminate the Transition - Required Overtime Shift Schedules, and Northern Travel and 12 Hour Shifts effective October 1, 2021. In addition, where either party issues notice to terminate the transition agreements set out above, the parties must meet within seven (7) calendar days' to discuss the termination of transition agreement.

(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 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 geographic region is usually a town or city where care is provided to Clients or Residents. 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 50 kilometres.
2. The City of Vernon and surrounding communities within 40 kilometres
3. The City and District of Terrace and surrounding communities within 75 kilometres.
4. The City and District of Merritt and surrounding communities within 50 kilometres.
5. The City and District of Kelowna and surrounding communities within 40 kilometres.
6. The City and District of Prince Rupert and surrounding communities within 50 kilometres.
7. 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) - Programme



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

Article 30.3-Casual Call-In Procedure

- (a) 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:
- (b) Casual Call In and Additional Hours will be by the following Geographic Regions:
1. The City of Kamloops and surrounding communities within 50 kilometres.
 2. The City of Vernon and surrounding communities within 40 kilometres.
 3. The City and District of Terrace and surrounding communities within 75 kilometres.
 4. The City and District of Merritt and surrounding communities within 50 kilometres.
 5. The City and District of Kelowna and surrounding communities within 40 kilometres.
 6. The City and District of Prince Rupert and surrounding communities within 50 kilometres.
 7. Any other Geographic Regions Identified, and mutually agreed to, by both the Union and the Employer

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(c) Availability:

- (1) Regular employees requesting additional hours must give the Employer written notice of their desire to work additional hours and their availability. Qualified regular employees shall be offered work in accordance with their recorded availability and in order of seniority. Refusals do not apply to regular employees registered for casual work.**

- (2) 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.**

- (3) 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.

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.

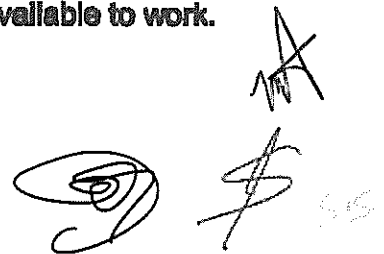
- (d) The Employer will offer casual hours in seniority order. However, where there is a bona fide care requirement for a particular Client/Resident, the selection criteria of Article 24. 3 ability, performance, and relevant**

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- qualifications will apply. Where these factors are equal, seniority will be the determining factor.
- (e) On the first (1st) day of each month, employees choosing to work casual (or 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.
 - (f) If a casual employee fails to submit their availability, declines, or fails to work a minimum of three (3) available shifts in a three (3) consecutive month period, without providing an acceptable reason to the Employer, they will be deemed to have resigned.
 - (g) 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. A casual employee who becomes ill or injured, other than while at work, will notify the Employer prior to being assigned work. Valid and substantiated medical illness or an approved leave of absence will not count as declining a shift under (f) above.
 - (h) A casual employee may gain the status as a regular employee only by successfully bidding into and securing a regular job posted vacancy.
 - (i) 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, plus no fewer than three other shifts between December 15th and January 7th. No later than November 5th, a casual will indicate which days they are available to work. Where inadequate numbers of employees have indicated availability, employees will be required, in reverse order of seniority, to change their selection. Closer to the actual coverage requirements, if there appears to be less work available than stated availability, employees will be offered, in seniority order, the right of first refusal for the actual work occurring on their assigned statutory holidays.
ii) During peak periods from June through September, casual employees must work a minimum of six (6) days per month at the Employer's request. In this same timeframe, casuals may be approved for two weeks of vacation provided there are sufficient other casual staff available to work.

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Once availability has been provided in writing, it cannot be changed except for mutual agreement.

(4) Client Vacations and Out of Town Assignments;

1. Client Vacation/ Out-of-Town Assignments

An employee may elect to accompany a client on vacation or to attend an out-of-town assignment, as requested by the Employer. Client vacations or 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 client, the assignment shall be offered to Employees within the geographic region of the worksite in seniority order, but where there is a bona fide care requirement for a particular Client/Resident, 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

- a. A client vacation or out-of-town assignment that does not require an overnight stay will be compensated at the employee's applicable rate of pay.
- b. A client vacation or out-of-town assignment involving an overnight stay will be compensated as the Employees regular rate of pay for the first 12 hours of any 24 hour assignment. Then at overtime rates for the next 4 hours, and will go to the Asleep Residential Night Worker for the remaining 8 hours of the 24 hour assignment. Where the assignment continues into another 24 hour cycle the same compensation will apply. Where the Client/Resident does not sleep during the eight (8) hour sleep cycle, and the Employee has to attend to the Client/Resident, their rate of pay will go to that of an Awake Residential Night Worker. This change will

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work on the honour system, with the Employee advising their Manager on return from the assignment.

- c. The Employees' regular schedule will change to accommodate the Client Vacation or Out-of-Town Assignments, without Article 15.3 Short Changeover Premium.
- d. A regular employee who does not participate in a client vacation or out-of-town assignment will not suffer a loss of their regular work or pay.
- e. The Employer will pay all reasonable expenses incurred by an employee on a client 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.
- f. The Employer will be contacted immediately in the event of an emergency involving the employee or a client. 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) School Based or Seasonal Program Employees:

- Not Applicable at this time.

(6) Special Project Employees;

Not applicable at this time.

(7) 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 their youth anywhere while on shift, they are to use the "Active Care Vehicle" provided by the Employer.

a) The Employer will:

- 1) Ensure that all Staff Vehicles are operationally sound and have had regular check-ups.
- 2) Be responsible for any care and maintenance for the vehicle including, but not limited to, fuel, oil changes, tune ups, engine lights.
- 3) Document any issues in logbook. Logbook will always remain in vehicle.

b) The Employee will:

- 1) Notify the Employer when low on fuel, where Management has not issued a fuel card for the vehicle or workalte/residence.
- 2) Notify the Employer if any visual and/or mechanical issues arise before or during shift.
- 3) Do a 360 check, review and complete logbook before commencing to drive.
- 4) Not use the Active Care vehicle for personal use.

(8) Clause 15.4 (b) (Split Shifts)

- Not applicable at this time

(9) Student employment and work experience programmes: (this item can be incorporated into the local issues agreements at any time by mutual agreement.

- Not applicable at this time

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Dated this 5TH day of NOVEMBER, 2021

SIGNED ON BEHALF OF THE UNION:

**SIGNED ON BEHALF OF THE
EMPLOYER:**



Local Bargaining Committee
Representative

Employer Representative

Union Bargaining Association
Representative


CSSEA Representative
Union Bargaining Association
Representative

Union Bargaining Association
Representative



Letter of Understanding

Between: **Active Care Youth and Adult Services Ltd.**
(of the First Part)
(hereinafter referred to as "the Employer")

And: **UNITED STEELWORKERS, LOCAL 1-417**
(Of the Second Part)
(hereinafter referred to as "the Union")

Re: Staffing Levels

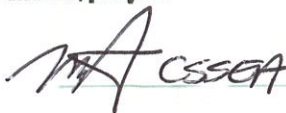
The Parties agree to meet no later than 3 months after the ratification of the Local issues to address practicable ways in which the Employer can ensure Resources are staffed at contracted levels for the safety of the Staff assigned to such Resources.

The Parties will address and resolve the following:

- (i) Ways in which to ensure Resources are fully staffed at all times.
- (ii) Safety protocols and precautionary measures when required and/or asked to work alone in a double staffed Resource.
- (iii) Modified Duties if single staffing a double staff resource.
- (iv) Discussion of potential monetary cost to the Employer should a Staff member be required and/or asked to work alone in a double staffed Resource
- (v) Any issues either party wishes to address

Signed this _____ day of _____, 2021

For the Employer:

 _____

For the Union:

 _____





Letter of Commitment

Between: Active Care Youth and Adult Services Ltd.
(hereinafter referred to as "the Employer")

And: United Steelworkers, Local 1-417
(hereinafter referred to as "the Union")

Re: Residence Worker Classification

This letter follows our discussion concerning the issues identified by the Union regarding the pay differentials between the Asleep Residential Night Worker, the Awake Residential Night Worker, and the Residence Worker.

The Employer recognizes that the clients receiving service with Active Care Youth and Adult Services are typically more complex and may require a higher level of care during both the day and the night. In fact, some clients can be more active at night versus during the day.

The employer is working with funders to address this discrepancy. In particular, the employer is seeking support from funders to provide night funding equal to the day Residence Worker position of Grid 10.

This letter is the employer's commitment to the Union, that if we are successful in obtaining funding to staff our clients' residences at the Residence Worker rate of Grid 10 at night, we will implement the required changes to existing Awake Residential Night Workers where clinically required.

In terms of clinical requirements, as we discussed, the needs and issues of our clients are varied, and some clients do not need the level of support that a Residence Worker (Grid 10) provides and only require Asleep Residential Night Worker (Grid 5) support. The employer wants to ensure that our commitment is



clear, where it is clinically required, and we can secure additional funding; we will implement Classification changes.

Respectfully;

A handwritten signature in black ink that reads "Julie Pariseau". The signature is fluid and cursive, with the first letter of each word being capitalized and prominent.

Julie Pariseau, M.A.
Executive Director

Handwritten initials in blue ink, appearing to be "JP" followed by a stylized flourish or mark.