

WITHOUT PREJUDICE & WITHOUT PRECEDENT

Transition Agreement

Between:

PHS Community Services Society (“PHS”)
 (“the Employer”)

And:

Canadian Union of Public Employees, Local 1004 (“CUPE”)
 (“the Union”)

(Collectively, “the parties”)

THE PARTIES AGREE AS FOLLOWS:

1. The terms of this Transition Agreement represent the outcome of negotiations between the parties to introduce the affected employees into the Canadian Union of Public Employees, Local 1004 and to be covered fully under the terms and conditions of the Health Services and Support Community Subsector Association (“CBA”) Collective Agreement.
2. This Transition Agreement, outlined below, covers the following positions:
 - Harm Reduction Peer Supervisors
 - Harm Reduction Peer Navigators
 - Harm Reduction Peer Navigators (Spectrometer)

These positions will be classified pursuant to the CBA Collective Agreement and are referred to hereafter as the “Peers”.

3. The parties agree that the terms of this Transition Agreement apply to only the incumbents listed in Appendix “A” (the “Incumbents”). Employees hired into a CBA Peers position after July 9, 2021 have the CBA Collective Agreement applied immediately.
4. The parties acknowledge that some or all of the Peers may be recipients of social services, housing and/or funding, which may be affected or disrupted upon recognition of their formal employment. Should this occur, the parties agree to jointly lobby the necessary bodies in support of systemic concerns. The Employer will cooperate and support the Union in their advocacy of affected individual(s). The Union will not bring any actions,

complaints, or grievances against the Employer should an employee experience a detrimental effect to their social services, housing, or funding, as a result of recognition of their formal employment, any consequences of the terms of this Agreement, and the certification of the bargaining unit.

5. The parties acknowledge that some or all of the individuals in Appendix “A” may be recipients of health care services from the Employer. Due to recognition of their formal employment and as a result of the ethical obligations placed on the independent contractor physicians of the Employer to avoid the treatment of co-workers by the College of Physicians and Surgeons of British Columbia (the “College”), the PHS physician-patient relationship with each Incumbent will end and the Employer will facilitate the transfer of health care services to a new provider. The parties agree that all of the individuals in Appendix “A” who will have their PHS physician-patient relationship ended and therefore will no longer receive health care services from the Employer due to recognition of their formal employment, will have an opportunity to meet with the Medical Director for the Employer or their delegate, and discuss the effect of the formal recognition of their employment on their ability to access health care services offered by the Employer, as well as options for transitioning their health care services to health care providers who are not the Employer. For individuals who choose to remain an employee of the Employer, the Medical Director or their delegate will develop a transition plan for the health care services of that individual. The Union will not bring any actions, complaints, or grievances against the Employer on the basis that a Peer no longer receives health care services from the Employer due to the end of the PHS physician-patient relationship, as a result of the terms of their employment.
6. The parties recognize the unique circumstances of the Peers and as such may negotiate appropriate Memorandum of Agreement(s) in conjunction with the Community Bargaining Association and the Health Employers Association of British Columbia.
7. As required by the *Criminal Records Review Act*, Peers are required to submit a Criminal Record Check (CRC) as a condition of employment. If the Criminal Records Review Program (CRRP) finds a relevant offence of an individual in Appendix A and the Peer’s file has been sent for adjudication, the Employer will advocate on behalf of the Peer and assist the individual in providing additional relevant information to the CRRP. If after adjudication the Deputy Registrar of the CRRP finds risk or the Peer does not submit or complete their CRC, the Peer will be unable to work with vulnerable adults.
8. The terms of this Transition Agreement are as follows. For all terms and conditions not outlined in this Transition Agreement, below, the 2019-2022 CBA Collective Agreement applies February 9, 2022. Until the implementation of the CBA Collective Agreement for each term and condition is effective, the existing terms and conditions of Peers will continue:
 - i. **Service**

Date of service for the purposes of all service-related benefits shall be calculated by back-dating July 9, 2021 (the effective date) by the Incumbents' seniority hours as of July 8, 2021. For example:

- An Incumbent has 15,000 hours of seniority on July 8, 2021.
- The seniority hours are divided by 1950, the annual full-time equivalent hours, to determine the number of years – 7.69 years. The number of years is then multiplied by 365 to calculate the number of days, which is 2807.69. When rounded 2807.69 results in 2808 days.
- To determine the date of service, the effective date of July 9, 2021 is back-dated by the seniority days (2808 days).
- The Incumbent's date of service would be October 31, 2013.

Service will accrue per the CBA Collective Agreement starting July 9, 2021.

ii. **Seniority**

The Employer will collect information regarding the Incumbents' hire date and hours worked from previous and current databases, as well as organizational knowledge, and will provide such information to the Union for the purposes of calculating seniority.

The Union will determine the Incumbents' seniority list and present it to the Employer.

The parties will confer and resolve any differences on the seniority list and agree on an effective date.

On the effective seniority date, Article 11 applies in its entirety.

iii. **Vacation Accrual and Entitlements**

Vacation accruals and entitlements shall begin per the CBA Collective Agreement starting July 9, 2021. Incumbents will receive CBA Collective Agreement vacation entitlement in accordance with their date of service as determined in section 8(i) above.

The following Incumbents will be entitled to retain and transfer to their CBA vacation bank any unused vacation awarded prior to July 9, 2021 which must be exhausted by March 31, 2022. Any balance that is unused as of March 31st, 2022 will be paid out in May 2022.

- Bryan Alleyne
- Doug Everitt
- Ron Morgan

- Melita Carlsen
- Don Cumberland
- Denyss MacGougan
- Mark Fraser
- Shaun Giroux
- Kevin Thompson

iv. **Benefits**

The Incumbents shall receive all benefits as set out in the CBA Collective Agreement effective July 9, 2021. All Incumbents accepting a permanent regular position effective July 9, 2021 will be deemed to have passed their probationary period and be eligible for benefits. The Union hereby relinquishes any claim to any superior benefits.

v. **Pension**

The Incumbents date of enrollment in the Municipal Pension Plan (“MPP”) will be July 9, 2021.

vi. **Enhanced Disability Management Program**

The Employer will take reasonable steps to facilitate a timely transition to the Enhanced Disability Management Program (EDMP) and advise the Union and the employees of these arrangements. EDMP will be effective on absences that occur after the EDMP effective date.

vii. **Sick Leave**

The following Incumbents will be entitled to retain and transfer to their CBA sick bank any unused sick hours awarded prior to their date of service, to a maximum of 1170 hours:

- Bryan Alleyne
- Doug Everitt
- Ron Morgan
- Melita Carlsen
- Don Cumberland
- Randy McArthur
- Alex Gibb
- Denyss MacGougou
- Shawn Giroux
- Mark Fraser
- Kevin Thompson

- Nancy McDonald

All Incumbents will begin accruing sick leave pursuant to the CBA Collective Agreement as of July 9, 2021.

viii. **Special Leave**

Incumbents will begin accruing special leave pursuant to the CBA Collective Agreement as of July 9, 2021.

ix. **Union Dues**

The Employer will begin deducting and remitting Union dues as of July 9, 2021.

x. **Shift Premiums**

Any applicable shift premiums shall be effective July 9, 2021.

xi. **Classification and Wages**

The Harm Reduction Peer Supervisor and Harm Reduction Peer Navigator positions will be classified pursuant to the CBA Collective Agreement as follows:

Job Title	CBA Benchmark	Grid
Harm Reduction Peer Supervisors	81501 Support Worker I	21
Harm Reduction Peer Navigators	81501 – Support Worker I	21
Harm Reduction Peer Navigator (Spectrometer)	81501 –Support Worker I	21

Should any other position(s) be created within the bargaining unit, the position(s) will be classified pursuant to the CBA Collective Agreement.

Effective July 9, 2021, the Incumbents employed on or after July 9, 2021 will be placed on the appropriate Step of the CBA Collective Agreement Wage Schedule at the applicable Grid as identified for their position's Benchmark. The appropriate increment step is determined as follows:

- Regular Employees: The date of service determined in section 8(i) above will be recognized as the regular Incumbents' increment anniversary date and be used to determine the Incumbents' step placement.
- Casual Employees: Casual Incumbents' seniority hours will be recognized as hours of service for the purposes of increment steps and will be placed at the

Step in accordance with their seniority hours, based on one thousand nine hundred and fifty (1950) hours per step.

Following this step placement, Incumbents will progress to the next increment step and receive the applicable wage increases in accordance with the CBA Collective Agreement.

xii. **Overtime**

The overtime provisions of the CBA Collective Agreement shall apply as of July 9, 2021.

xiii. **Statutory Holidays**

The statutory holiday provisions of the CBA Collective Agreement shall apply as of July 9, 2021.

xiv. **Hours of Work and Schedules**

The scheduling provisions of the CBA Collective Agreement shall apply as of February 9, 2022.

Effective July 9, 2021 the Employer will award regular positions to Incumbents based on the Incumbents' current type of work, and where possible, closely matching patterns of attendance. Where there are insufficient regular positions or hours available, available positions and hours will be awarded based on seniority. The schedule, attached as Appendix "B", will be effective July 9, 2021.

Extended Hours Memorandum of Agreement to recognize extended work days or compressed work week schedules is attached as Appendix "C".

xv. **Lump Sum Payment**

The Employer has created a one-time fund of \$65,000 to be distributed among the incumbents listed in Appendix "D". The distribution of the lump sum payments will be proportional based upon hours reported in Ceridian. The lump sum payment will be paid less statutory deductions and union dues.

Prior to the lump sum distribution, the parties will meet to ensure the calculations for the proportions are correct.

xvi. **Adjustments to July 9, 2021**

As the parties were still working through implementation details upon reaching the July 9, 2021 implementation date, the parties agreed to proceed with

implementing the monetary aspects of the collective agreement and a work schedule effective July 9, 2021 in keeping with the above, and then to make adjustments on a future date, retroactive to July 9, 2021. This agreement was without prejudice to the parties' positions and the parties remained committed to continue negotiating an implementation agreement as soon as possible. The parties agreed to implement the following effective July 9, 2021:

- Revised schedule (Appendix "B");
- Incumbents to be paid at Grid 21, Step 1 and Incumbents' status, regular or casual, to be based on the Appendix "B" schedule;
- Benefits, pension, accruals and premiums to apply based on the Incumbents' status and hours worked;
- Meal periods will be unpaid; and
- Non-monetary and scheduling provisions of the CBA Collective Agreement will not apply and the current practice is to be continued (e.g. call out).

On February 9, 2022, the above terms and conditions of this Transition Agreement will be effective on a go-forward basis, retroactive to July 9, 2021. The Employer will make retroactive adjustments in keeping with the above terms and conditions to July 9, 2021 and the adjusted payments and accruals will be made no later than February 8th, 2022. For example, if an employee ought to have been placed at Grid 21, Step 3 of the wage schedule, the Employer will pay the difference between Grid 21, Step 1 and Grid 21, Step 3 for the period of July 9, 2021 to February 8, 2022 and appropriate accrual adjustments will be made. The Incumbent will begin receiving Grid 21, Step 3 effective February 9, 2022.

xvii. **Employee Records**

The Employer will issue each Incumbent a Letter of Appointment which will include the Incumbent's job title, status, hours per week, and date of service.

9. Should a Peer accept an opportunity to perform services outside of their position as a Peer, it will be considered external to the bargaining unit, and will not attract any benefits as defined in the CBA Collective Agreement for those hours paid.
10. The Employer will continue to work with Peers locally to develop program or site specific task lists regarding job responsibilities and duties. These task lists are intended to provide local level detail and role clarification and are not apart of the job description.
11. With respect to any implementation or interpretation issues arising from this Transition Agreement, the parties agree to meet within thirty (30) days (or as mutually agreed) of notification of the issue to discuss and review. In the event the parties are unable to agree, the matter may be resolved with assistance from the Labour Relations Board as referred by either party. However, the parties may mutually agree to alternatively appoint Arbitrator Vince Ready to assist with resolution of the issues.

12. This Transition Agreement can be executed by the parties using duplicate, facsimile or e-mail copies.

Dated at _____, British Columbia

PHS Community Services Society
per:

This 14th day of December, 2021



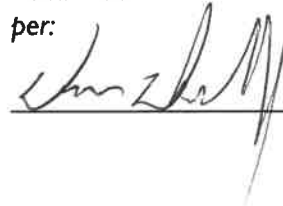
Micheal Vonn

Dated at Vancouver, British Columbia

Canadian Union of Public Employees,
Local 1004

per:

This 14 day of December, 2021



Dated at _____, British Columbia

Health Employers Association of B.C.
per:

This 14th day of December, 2021



Manjit Bains

Dated at _____, British Columbia

Community Subsector Bargaining
Association

per:

This _____ day of _____, 2021

Richard Tones

Attachments:

- Appendix A: Incumbents
- Appendix B: Work Schedules
- Appendix C: Extended Work Memorandum
- Appendix D: Incumbents for Lump Sum payments

Appendix A

Bryan Alleyne
Ron Morgan
Don Cumberland
Melita Carlsen
Doug Everitt
Timothy Perrault
Randy McArthur
Alex Gibb
Denyss MacGougon
Shawn Giroux
Mark Fraser
Darcy Skaalurd
Cindy Bell
Kevin Thompson
Brian Leblanc
Nancy McDonald
Star Capuano
Kali-Olt Sedgemore
Ben Stevenson
Ian Macleod
Oralie Sagmoen
Keith Goslin
Melissa Joseph
Tina Joyce
Allan Saari
Suzanne Ouelette
Colin Hill
Breanne Wilson

PHS Peer Employees
Schedule as of July 9, 2021

APPENDIX B - Schedules

MAPLE OPS - Proposed										
Jobs Title	Employee	SN#	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly Paid Hours
Peer Supervisor Ma1	Kevin Thompson	15	7a-3p	7a-3p	5p-9p*				7a-3p	26.5
Peer Supervisor Ma2	Cindy Bell	14			7a-3p	7a-3p	7a-3p	7a-3p		30
MOLSON OPS - Proposed										
Peer Supervisor Mo1	Mark Fraser	11	1p-11p	1p-11p	1p-11p	130-11p				37.5
Peer Supervisor Mo2	Shawn Giroux	10			*	1-11p*	1p-11p	1p-11p	130-11p	37.5
Peer Supervisor Mo3	Colin Hill	32	5p-9p	5p-9p		*	5p-9p	5p-9p	5p-9p	20
Peer Navigator	Spectrometer	casual		1p-5p		1p-5p*				8
Peer Navigator	Spectrometer	casual		1p-5p						4

IOAT

Job Title	Employee	SN #	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly Paid Hours
Peer Navigator	Denyss MacGougou - 01538	9	OFF	OFF	8am-4pm	8am-4pm	8am-4pm	8am-4pm	OFF	30
Peer Navigator	Alex Gibb - 01581	8	8am-4pm	8am-4pm	8am-4pm	OFF	OFF	OFF	8am-4pm	30
Peer Navigator	Suzanne Ouelette - 01357	30	OFF	OFF	OFF	8am-4pm	8am-4pm	OFF	OFF	15
Peer Navigator	Brian Leblanc-01764	16	8am-4pm	8am-4pm	OFF	OFF	OFF	8am-4pm	8am-4pm	30
Peer Navigator	Nancy McDonald - 01534	17	OFF	8am-4pm	8am-4pm	8am-4pm	OFF	OFF	OFF	22.5

MOPU

Job Title	Employee	SN #	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly Paid Hours
Peer Navigator	Kali Segmore -01929	19	12pm - 8pm	12pm - 8pm	OFF	OFF	OFF	12pm - 8pm	12pm - 8pm	30
Peer Navigator	Keith Goslin - 01565	23	OFF	OFF	12pm - 8pm	OFF	12pm - 8pm	OFF	OFF	15
Peer Navigator	Casual				Casual					7.5

PHS Peer Employees
Schedule as of July 9, 2021

NEX

Job Title	Employee	SN #	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly Paid Hours
Peer Supervisor	Don Cumberland - 00608	3	12am-8am	12am-8am	12am-8am	12am-8am	OFF	OFF	OFF	30
Peer Supervisor	Randy McArthur - 01518	7	4pm - 12am	8am-4pm	8am-4pm	8am-4pm	OFF	OFF	OFF	30
Peer Supervisor	Darcy Skaalrud - 01937	12	8am-4pm	OFF	OFF	OFF	8am-4pm	8am-4pm	8am-4pm	30
Peer Supervisor	Ian Macleod - 01955	21	OFF	OFF	OFF	4pm - 12am	4pm - 12am	4pm - 12am	4pm - 12am	30
Peer Supervisor	Timothy Perrault - 01533	6	OFF	4pm - 12am	OFF	OFF	12am-8am	12am-8am	12am-8am	30
Peer Supervisor	Casual	6	OFF	OFF	4pm - 12am	OFF	OFF	OFF	OFF	7.5

INSITE CHILL

Job Title (2 week rotation)	Employee	SN #	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly Paid Hours
Peer Supervisor	Bryan Alleyne (week 1)		9am-6pm	9am-6pm	9am-6pm	OFF	OFF	OFF	9am-6pm	34
Peer Supervisor	(week 2)		9am-6pm	9am-6pm	OFF	OFF	OFF	OFF	9am-6pm	25.5
Peer Supervisor	Doug Everitt (week 1)		OFF	OFF	9am-6pm	9am-6pm	9am-6pm	9am-6pm	OFF	34
Peer Supervisor	(week 2)		OFF	OFF	OFF	9am-6pm	9am-6pm	9am-6pm	OFF	25.5
Peer Supervisor	Melita Carlsen (week 1)		OFF	OFF	6pm-3am	6pm-3am	6pm-3am	6pm-3am	OFF	34
Peer Supervisor	(week 2)		OFF	OFF	OFF	6pm-3am	6pm-3am	6pm-3am	OFF	25.5
Peer Supervisor	Ron Morgan (week 1)		6pm-3am	6pm-3am	OFF	OFF	OFF	OFF	6pm-3am	25.5
Peer Supervisor	(week 2)		6pm-3am	6pm-3am	6pm-3am	OFF	OFF	OFF	6pm-3am	34

two week schedule, spectrometer

PHS Peer Employees
Schedule as of July 9, 2021

Appendix B

INSITE	Job Title	Employee	SN #	Week 1							Week 2							Average Paid Weekly Hours
				Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
	Peer Supervisor	Bryan Alleyne - 01114	1	9am - 6pm	9am - 6pm	9am - 6pm	OFF	OFF	OFF	9am - 6pm	9am - 6pm	9am - 6pm	OFF	OFF	OFF	OFF	OFF	29.75
	Peer Supervisor	Ron Morgan - 01115	2	6pm - 3am	6pm - 3am	6pm - 3am	OFF	OFF	OFF	6pm - 3am	6pm - 3am	6pm - 3am	OFF	OFF	OFF	OFF	OFF	29.75
	Peer Supervisor	Melita Carlsen - 01116	4	OFF	OFF	OFF	6am - 3am	6am - 3am	6am - 3am	6am - 3am	6am - 3am	6am - 3am	6pm - 3am	6pm - 3am	6pm - 3am	6pm - 3am	6pm - 3am	29.75
	Peer Supervisor	Doug Everitt - 01120	5	OFF	OFF	OFF	9am - 6pm	9am - 6pm	9am - 6pm	9am - 6pm	9am - 6pm	9am - 6pm	9am - 6pm	9am - 6pm	9am - 6pm	9am - 6pm	9am - 6pm	29.75

WITHOUT PREJUDICE

MEMORANDUM OF AGREEMENT

between

PHS Community Services Society

As represented by

Health Employers Association of British Columbia (“HEABC”)

(the “Employer”)

and

Health Services & Support Community Subsector

Association of Bargaining Agents (“CBA”) /

Canadian Union of Public Employees, Local 1004

(the “Union”)

Collectively “the Parties”

Re: PHS Community Services Society & CUPE, Local 1004 - Extended Hours Rotation
– Peer Employees

It is understood and agreed that:


1. The purpose of this Memorandum of Agreement is to vary or clarify the terms of the Community Subsector Collective Agreement (“CBA”) between the Parties so that an expanded workday/compressed work week can be introduced.
2. With the exception of the specific revisions set forth in this Memorandum of Agreement, all other terms and conditions of the CBA will apply.
3. As a general principle, the Employer will not incur any additional costs which would exceed the costs required to provide and maintain the regular work day / work week as set forth in the CBA.
4. As a general principle, the employees will neither gain nor lose any benefit(s) presently contained within the CBA.

5. For the purpose of this Memorandum of Agreement, days of leave will be converted into hours, so that one (1) day shall equal seven point five (7.5) hours. For example, three (3) days' compassionate leave is converted to $3 \times 7.5 = 22.5$ hours.
6. The maximum extended hours for the applicable employees is twelve (12) hours.
7. Employees requested to work in excess of their normal daily full shift hours shall be entitled to overtime as outlined in Article 16.2 of the CBA.
8. Employees working a full shift of twelve (12) hours shall receive three (3) rest periods, one in each third of the shift. Each rest period shall be fifteen (15) minutes long.
9. Employees working a full shift of twelve (12) hours shall receive two (2) unpaid meal periods of thirty (30) minutes each, one in each half of the shift.
10. All employees, including casuals, working in an area covered by this Memorandum of Agreement on its effective date shall be bound by the terms and conditions of this Memorandum of Agreement.
11. New employees, including casuals, working in an area covered by this Memorandum of Agreement after its effective date implicitly agree to work the established schedule.
12. Any change deemed necessary in this Memorandum of Agreement may be made by mutual agreement between the Parties at any time during the life of this Memorandum.
13. Employees shall not be required to work more than six (6) consecutive shifts without a minimum of two (2) consecutive days off excluding paid holidays.
14. Regular full-time equivalent hours for the year (1950 hours) will be measured in the fifty-two (52) week period commencing with the first shift scheduled in January.
15. Either party may give written notice of termination of this Memorandum of Agreement with thirty (30) days advance notice.

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16. This Memorandum of Agreement is without prejudice and without precedent.

Signed on Behalf of the Union:



Date: December 14, 2021

Signed on Behalf of HEABC:



Date: December 14, 2021

Appendix D

The following individuals were employed by the Employer between January 14th and July 8th and have hours recorded in Ceridian and are employed with PHS Society as of the date of the signing of this agreement.

Bryan Alleyne
Ron Morgan
Don Cumberland
Melita Carlsen
Doug Everitt
Timothy Perrault
Randy McArthur
Alex Gibb
Denyss MacGougou
Shawn Giroux
Mark Fraser
Darcy Skaalurd
Cindy Bell
Kevin Thompson
Brian Leblanc
Nancy McDonald
Star Capuano
Kali-Olt Sedgemore
Ben Stevenson
Ian Macleod
Oralie Sagmoen
Keith Goslin
Melissa Joseph
Tina Joyce
Allan Saari
Suzanne Ouelette
Colin Hill
Breanne Wilson