

LETTER OF UNDERSTANDING

BETWEEN

ALBERTA HEALTH SERVICES (AHS)

AND

**PROVINCIAL HEALTH AGENCIES (PHA) INCLUDING BUT NOT LIMITED TO
RECOVERY ALBERTA**

AND

HEALTH SCIENCES ASSOCIATION OF ALBERTA (HSAA)

(hereinafter collectively referred to as the “Parties”)

**RE: TRANSITION OF EMPLOYEES PURSUANT TO THE HEALTH STATUTES
AMENDMENT ACT, 2024**

The Parties acknowledge the Health Statutes Amendment Act, 2024 enables the creation of Provincial Health Agencies (PHA) and permits the issuing of transfer orders, the impact of which is to transfer Employees or classes of Employees from AHS to a PHA.

Approximately 21,000 members of the HSAA bargaining unit as described in certificate #C-141-2017 are currently employed by AHS, some of which may be impacted as a result of a transfer order. The Parties have a shared interest in ensuring seamless continuation of service delivery for patients and clients while supporting impacted Employees through the transition.

The Parties therefore agree as follows (hereinafter the “Agreement” or “Letter of Understanding”):

PART A: DEFINITIONS

1. For purposes of this Agreement the following definitions shall apply:

- (a) **“Directly affected Employee”** means an AHS Employee holding one or more positions identified for transfer to a PHA as a result of a transfer order.
- (b) **“Transferring Employee”** means an AHS Employee who is transferred to a PHA as a result of a transfer order.
- (c) **“Payroll Transfer Date”** means the date on which transferring Employees are migrated from the AHS payroll group to the PHA payroll group.

PART B: PRE-PAYROLL TRANSITION

1. AHS and HSAA shall reach mutual agreement on a communication addressed to current bargaining unit members to outline potential impacts and options associated with the order

establishing, the transfer order, and this Agreement. This does not prohibit each Party from issuing their own communications.

2. AHS will issue a report to HSAA to confirm the names of all Directly affected Employees within fourteen (14) days following the issuance of a transfer order along with any subsequent amendments to the transfer order or new transfer orders.
3. (a) AHS shall issue a notice via e-mail to all Directly affected Employees within thirty (30) days following the issuance of a transfer order, to advise that their position(s) has been identified for transfer to the PHA and confirming the details of their position.

(b) Directly affected Regular Employees who have received a notice of transfer shall have a one-time opportunity to review available vacancies and indicate their preference to remain with AHS subject to the below:
 - i. Employees who indicate their preference to remain with AHS may be placed in a regular vacant position in their current classification at AHS. A vacant position for the purposes of this Agreement is one in which has been or will be posted and has not been filled as per Article 29 of the Collective Agreement, and where no offer(s) of employment have been made. Where a position has already been posted and has received applicants not affected by the transfer order, the Union agrees that said internal applicants will be excluded from the hiring process of the position(s).
 - ii. The Employer will provide Directly affected Regular Employees and HSAA with a provincial list of all available positions within ten (10) days of the signing of this Agreement.
 - iii. Directly affected Regular Employees must declare their intent and vacancy preferences in an electronic format to AHS within five (5) days of receiving the vacancy list as noted in paragraph 3(b)(ii). A Directly affected Employee may identify up to four (4) positions from the list of available vacancies. A declaration of intent does not guarantee placement in a vacancy.
 - iv. The Employer retains the right to determine whether the Directly affected Regular Employee selecting a vacancy is capable and qualified, and the mechanism for determining whether said applicant(s) is capable and qualified for the posting. The Employer shall act reasonably in their determinations. Any disputes related to this process under 3(iv) shall be referred to the grievance procedure as per Article 46.
 - v. Where more than one Directly affected Employee declares an intention for the same position and is adjudged capable and qualified, such position shall be awarded in order of seniority.

- vi. The Employer will notify Directly affected Employees of the position placement, if any, as soon as reasonably possible, along with a copy of the notification to HSAA.
 - vii. Should the Directly affected Employee not be deemed capable and qualified for any of the identified position(s) or should none of the position(s) identified by the said Employee be offered to them in accordance with this process, the Directly affected Employee will be transferred to Recovery Alberta in accordance with their received notice of transfer.
 - viii. Should the Directly affected Employee identify and be placed in a vacancy at a different Site than their current, the said Employee shall bear all applicable travel and/or relocation costs associated with such placement.
 - ix. The Union agrees to waive all rights related to the posting and hiring requirements under Article 29 and dispute resolution mechanisms afforded to them or any HSAA employees, including but not limited to Article 46 and 47 of the Collective Agreement.
- (c) Directly affected Regular Employees being transferred who are currently in a Temporary position also being transferred, shall be entitled to the rights in (b) above.
- (d) Where possible, Directly affected Employees placed in an AHS vacancy as per the process under paragraph 3, shall be placed in said position prior to the employee transfer date as per the transfer order. Should this not be possible, then the Employee shall transfer as per their notice but shall be entitled to the AHS position as soon as reasonably possible, with consideration including but not limited to, staffing and operational feasibility, and patient care.
4. Directly affected Employees on a Leave of Absence, Workers' Compensation (WCB), or absent due to illness or injury including Short-Term Disability (STD) and Long-Term Disability (LTD), shall be served with notice pursuant to paragraph 3(a), upon their readiness to return to work. The Parties agree that each circumstance involving a Directly affected/Transferring Employee returning from STD, LTD, or WCB will need to be reviewed on a case-by-case basis. The approach taken may vary based on the specific circumstances at hand.
5. (a) Transferring Employees shall not be required to serve a new probationary or trial period as a result of the transfer to the PHA.
- (b) Transferring Employees who are in the process of completing an initial probationary period or a trial period at the time of transfer shall complete the probationary or trial period as applicable.

- (c) A Transferring Employee who is being reinstated or placed pursuant to Article 29.07(a) of the Collective Agreement shall be reinstated to their former position/status or, if such reinstatement is not possible, placed in a suitable position:
 - (i) within AHS in circumstances where the Employee's former position was not affected by the transfer order; or
 - (ii) within the PHA in circumstances where the Employee's former position was affected by the transfer order.
- 6. A Directly affected Regular or Casual Employee working in a temporary position that is also affected by a transfer order shall be reinstated or placed within the PHA in accordance with Article 29 at the conclusion of the temporary position.
- 7. An AHS Employee who holds a regular position or casual status with AHS but who is working in a temporary position that is affected by a transfer order shall continue working in the temporary position as if temporarily transferred to the PHA. The Employee shall maintain their status as a Regular or Casual AHS Employee. The temporary transfer to the PHA shall last until:
 - (a) The PHA decides that the incumbent Employee is no longer required to continue in the temporary position; or,
 - (b) Until the completion of the term of the temporary position expressed in Article 29.

At the conclusion of the temporary transfer, the AHS Employee shall be reinstated or placed in accordance with Article 29 in their Regular position or as Casual status. Such Employees are not prohibited from applying on further temporary positions within the PHA before the Payroll Transfer Date; however, reinstatement or placement with AHS pursuant to Article 29.04 cannot be relied on in said circumstances.

- 8. A Regular or Casual PHA Employee working in a temporary position with AHS that is not affected by a transfer order shall continue working in the temporary position as if temporarily transferred to AHS. The Employee shall maintain their status as a Regular or Casual Employee of the PHA. The temporary transfer to AHS shall last until:
 - (a) AHS decides that the incumbent Employee is no longer required to continue in the temporary position; or
 - (b) Until the completion of the term of the temporary position expressed in Article 29.

At the conclusion of the temporary transfer, the PHA Employee shall then transfer to the PHA and be reinstated or placed in accordance with Article 29.

9. Directly affected Temporary Employees, as defined under Article 2.06(c) working in a temporary position that is affected by a transfer order shall transfer to the PHA to continue working in the temporary position until:
 - (a) The PHA decides that the incumbent Employee is no longer required to continue in the temporary position.
 - (b) Until the completion of the term of the temporary position.
10. Casual Employees who work in areas not affected by a transfer order and also in areas affected by a transfer order will maintain existing concurrent Casual status with AHS and the PHA subject to Part C of this Agreement.

Such Employees will be included on the report specified under paragraph 2 of this Agreement where their primary Casual record is associated with a program or service transferring to the PHA but will not be included where their primary Casual record is associated with a program or service that is not transferring to the PHA.
11. AHS Employees who work additional Shifts in an area affected by a transfer order (or vice versa) and wish to continue this relationship shall be required to establish Casual employment with the PHA prior to the payroll transfer date by approaching their Manager. The new Casual Record shall not be activated until the payroll transfer date. A request to create an additional Casual Record shall not be unreasonably denied.
12. Directly affected Employees shall maintain their anniversary date or hours worked as applicable towards their next increment, unused personal leave days and all credits accrued up to the date of the payroll transfer in the following banks: vacation, overtime, named holidays inclusive of the floater holiday (if applicable), and sick leave, as part of the transfer to PHA.
13. PHA shall honour a transferring Employee's pre-approved:
 - a. Vacation time;
 - b. Personal Leave;
 - c. Leaves of Absence;
 - d. Professional development;
 - e. Time off in lieu of overtime;
 - f. Time off in lieu of a named holiday
 - g. Shift exchanges; and
 - h. Deferred Salary Leave
14. Vacancies posted prior to the effective date of the order to establish a PHA that are still being recruited to shall be offered to reflect the PHA as the Employer.
15. All Local Conditions applicable to identified sites or programs shall continue to apply following the transfer of Employees to the PHA.

16. AHS and the PHA shall be treated as a single Employer, and HSAA shall be treated as a single bargaining unit for the purposes of applying and administering the Collective Agreement until the payroll transfer date. Thereafter, AHS and the PHA shall be treated as separate Employers, and HSAA bargaining units as separate bargaining units for the purposes of applying and administering the Collective Agreement, except as specifically amended in Part C: Post Payroll Transition.

PART C: POST-PAYROLL TRANSITION

These provisions come into effect following the payroll transfer date to the applicable PHA pay group.

1. Application

This Agreement shall apply to AHS and PHA, in which AHS Employees are transferred pursuant to an order issued in accordance with the Health Statutes Amendment Act, 2024. AHS and HSAA agree to update the list of applicable PHA as orders are issued.

2. (a) Directly affected Employees transferred to a PHA (including those temporarily transferred under Part B, paragraphs #6, #7, 8, #9, #10 and #11) shall maintain their positions as of the day before the effective date of the transfer order. Within ninety (90) days of the effective date of the transfer order, each transferring Employee shall be issued a letter confirming the following:
 - a. Annual Hours of work;
 - b. FTE;
 - c. Status of position (Regular, Temporary or Casual);
 - d. Classifications;
 - e. Department description in E-People;
 - f. Expected term if position is Temporary;
 - g. Salary;
 - h. Current site(s);
 - i. Seniority date;
 - j. Hire date;
 - k. Increment level;
 - l. Vacation entitlement.
- (b) Each Employee shall have thirty (30) consecutive calendar days from the date of notification of the information in paragraph #2 of Part C, to advise their Employer, in writing, if the Employee believes the information in the letter is incorrect.
- (c) If their Employer and Employee agree on the correction, the information and Employee letter will be corrected accordingly. Failing such agreement, Article 46: Grievance Procedure shall apply.

3. Emergency Reassignments

- (a) AHS and HSAA acknowledge that Article 2.16 regarding definition of Emergency, is under negotiation at present. The Parties agree to update paragraph #3(b) of this letter of understanding to reflect agreed upon amendments to 2.16.
- (b) Employees covered by this Letter of Understanding may be assigned to work at any site or site(s) in the HSAA bargaining unit of an PHA identified under this Letter of Understanding, for the purpose of providing assistance in emergency situations.

An emergency is an unforeseen combination of circumstances or the resulting state that calls for immediate action.

A situation is not an emergency if it results from a reasonably foreseeable combination of circumstances or if reasonable remedial steps could not have been or can still be taken to deal with the circumstances.

The Union will be notified at any time this provision is invoked and disclose the circumstances that resulted in the emergency.

Employees shall be reimbursed for all reasonable, necessary and substantiated additional accommodation and transportation costs incurred for traveling between sites or during a Shift, including parking for the Shift where not otherwise provided, as per the Collective Agreement or Employer Travel Reimbursement Policy.

- (c) During the period of the assignment to a different bargaining unit, the Employee shall continue to be a member of the Employee's home bargaining unit and covered by that Collective Agreement.
- (d) Any Employee working within another bargaining unit under this provision shall receive a reasonable period of orientation to the other site.

4. (a) Meetings

Employees are permitted to attend meetings at another Employer where the Employees are not represented by their bargaining unit.

(b) Orientation

New Employees may be assigned to attend orientation at another Employer where the Employees are not represented by their bargaining unit to support centralized or standardized delivery or space issues. This shall not replace site or program specific orientation.

- 5. The Parties recognize that the co-mingling of Employees, Policies, Equipment, Patients, Residents, and Clients will be a major concern for both Employers, Employees, Patients, Residents, Clients and families. The Parties recognize that this may vary from Employer to Employer and Site to Site and will evolve over time. The Parties recognize that the final

decision on these matters rest with the Employer(s), subject to any provision in the Collective Agreement. To ensure complete transparency and in the interests of patient care, this matter will be a standing item on every affected Joint Workplace Health Safety and Wellness Committee, and Provincial Joint Committee.

6. If there are situations that arise that are not contemplated by this Letter of Understanding, the Parties shall meet for the purposes of discussing the issue and reaching agreement on how to proceed. This Letter of Understanding shall be updated as required.

7. Expiry

This Letter of Understanding shall expire the day before the expiry of the Collective Agreement following the 2020-2024 Collective Agreement unless the Parties mutually agree otherwise.

On behalf of Employers



Athana Mentzelopoulos
President & CEO, Alberta Health Services

On behalf of Health Sciences
Association of Alberta



Date August 23, 2024

Date August 23, 2024