

LETTER OF UNDERSTANDING

BETWEEN

ALBERTA HEALTH SERVICES

- and -

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: TRANSITION AGREEMENT

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 Alberta Health Services (AHS) to a PHA.

Approximately 18,600 members of the Auxiliary Nursing Care bargaining unit as described in certificate #C-98-2017, are currently employed by AHS and some of whom 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) **“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 transferring 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. **Communication**

- (a) AHS and AUPE shall reach mutual agreement on a communication addressed to current bargaining unit members to outline potential impacts associated with the order establishing the PHA, the transfer order, and this Agreement. This does not prohibit each party from issuing their own communications.

2. **Information Provided to AUPE**

- (a) Effective as of the date that a transfer order is issued, AHS will issue a report to AUPE to confirm the names of all Affected Employees, including their location.

3. **Notice to Affected Employees**

- (a) Within 30 days of the transfer order being issued, AHS shall issue a notice via e-mail to all Affected Employees to advise that their position will be transferred to the PHA. The notice shall include the details of the position.
- (b) The Union shall be provided a listing of all Affected Employees and a copy of the template letters.

- (c) **Option to choose a vacancy at AHS**

Subject to Part B, Paragraph 3(e), 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 11: Appointments, Transfers and Vacancies 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 Affected Regular Employees and the Union with a provincial list of all vacant positions. In the case of Recovery Alberta, the provincial list of all vacant positions shall be provided within ten (10) days of the signing of this Agreement.
- (iii) Affected Regular Employees must declare their intent and vacancy preference(s) in an electronic format to AHS within five (5) calendar days of receiving the vacancy list as noted in Part B, Paragraph 3(c)(ii). An Affected Employee may identify up to five (5) 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 Affected Regular Employee selecting a vacancy is capable and qualified, and the mechanism for determining whether said applicant is capable and qualified for the posting. The Employer shall act reasonably in their determinations. Any dispute related to this process under Part B, Paragraph 3(iv) shall be referred to the grievance procedure as per Article 37: Grievance Procedure.
 - (v) Where more than one Affected Regular 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 Affected Regular Employees of the position placement, if any, as soon as reasonably possible, along with a copy of the notification to the Union.
 - (vii) Should the Affected Regular 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 Affected Regular Employee will be transferred to the PHA in accordance with their received notice of transfer.
 - (viii) Should the Affected Regular Employee identify and be placed in a vacancy at a different Site than their current Site, that said Employee shall bear all applicable travel and/or relocations costs associated with such placement.
 - (ix) The Union agrees to waive all rights related to the positing and hiring requirements under Article 11: Appointments, Transfers and Vacancies and dispute resolution mechanisms afforded to them or any AUPE employees, including but not limited to Article 37: Grievance Procedure of the Collective Agreement.
- (d) Affected Regular Employees being transferred who are currently in a Temporary position also being transferred, shall be entitled to the rights in Part B, Paragraph 3(c) above.
 - (e) Affected Regular Employees who are serving a probationary period or trial period shall not be entitled to the rights in Part B, Paragraph 3(c) above.
 - (f) Where possible, Affected Regular Employees placed in an AHS vacancy as per the process under Part B, 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.

- (g) 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) at the time that the transfer order is issued, the Employee shall be served with notice pursuant to Part B, Paragraph 3(a) upon their readiness to return to work.

The parties agree that each circumstance involving a 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.

4. **Probationary Period and Trial Period**

- (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 11: Appointments, Transfers and Vacancies 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.

5. **Employees Working in Temporary Positions**

- (a) A Transferring 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 11.06: Appointments, Transfers and Vacancies at the conclusion of the temporary position.
- (b) An AHS Employee who holds a regular position or casual status but who is working in a temporary position that is impacted 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:

- (i) the PHA decides that the incumbent Employee is no longer required to continue in the temporary position; or
- (ii) the completion of the term of the temporary position as expressed in Article 11.06: Appointments, Transfers and Vacancies.

At the conclusion of the temporary position, the AHS Employee shall be reinstated or placed in accordance with Article 11.06: Appointments, Transfers and Vacancies. Such Employees are not prohibited from applying on further temporary opportunities within the PHA before the Payroll Transfer Date, however, reinstatement or placement with AHS pursuant to Article 11.06: Appointments, Transfers and Vacancies cannot be relied on in said circumstances.

- (c) A Transferring Regular or Casual PHA Employee who is working in a temporary position with AHS that is not impacted by a transfer order shall continue working in the temporary position as if they have been temporarily transferred to AHS. The temporary transfer to AHS shall last until:
 - (i) AHS decides that the incumbent Employee is no longer required to continue in the temporary position; or
 - (ii) the completion of the term of the temporary position as expressed in Article 11.06: Appointments, Transfers and Vacancies.

At the conclusion of the temporary transfer, the Regular Employee shall then transfer to the PHA and be reinstated or placed in accordance with Article 11.06: Appointments, Transfers and Vacancies. Such Employees are not prohibited from applying on further temporary opportunities within AHS before the Payroll Transfer Date, however, reinstatement or placement with the PHA pursuant to Article 11.06: Appointments, Transfers and Vacancies cannot be relied on in said circumstances.

- (d) Temporary Employees, as defined under Article 2.06(c): Definitions, and Casual Employees working in temporary positions that are affected by a transfer order shall transfer to the PHA to continue working in the temporary position until:
 - (i) the PHA decides that the incumbent Employee is no longer required to continue in the temporary position; or
 - (ii) the completion of the term of the temporary position as expressed in Article 11.06: Appointments, Transfers and Vacancies.

6. **Casual Employment**

- (a) An Employee who holds a Casual status in an area that is not impacted by a transfer order and also works in an area that is impacted by a transfer order (or vice versa)

and is wishing to have concurrent Casual employment in the same classification with both AHS and the PHA following the Payroll Transfer Date, will inform the other Employer of such prior to the Payroll Transfer Date. As per Part B, Paragraph 4, the Employee shall not be required to serve a new probationary period with the other Employer. The new Casual employment shall not be activated until the Payroll Transfer Date.

- (b) A Part-time Employee who works additional shifts in an area affected by a transfer order (or vice versa) and wishes to have concurrent employment with both AHS and the PHA following the Payroll Transfer Date, is required to request Casual employment, in the same classification, be created with the other Employer prior to the Payroll Transfer Date. As per Part B, Paragraph 4, the Employee shall not be required to serve a new probationary period with the other Employer. The new Casual employment shall not be activated until the Payroll Transfer Date.
7. (a) Transferring Employees who hold a single position, or with multiple positions that are all transferring, 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 the PHA.
- (b) Transferring Employees who hold multiple positions, where at least one of those positions is transferring, and at least one is not, shall have the entitlements outlined in Part B, Paragraph 7(a) maintained until the Payroll Transfer Date, at which time the entitlements will be prorated based upon the assigned FTE of each position.
8. The PHA shall honour a Transferring Employee's pre-approved:
- (a) vacation time;
 - (b) personal leave;
 - (c) professional development;
 - (d) time off in lieu of overtime;
 - (e) time off in lieu of a named holiday;
 - (f) Shift exchanges;
 - (g) Leaves of Absence.
9. **Vacancies**
- (a) 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.
10. **Local Conditions**
- (a) All Local Conditions applicable to identified sites or programs shall continue to apply following the transfer of Employees to the PHA.

11. **Collective Agreement Application**

- (a) AHS and the PHA shall be treated as a single Employer and the bargaining units shall be treated as a single bargaining unit for 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 the Auxiliary Nursing Care bargaining unit as separate bargaining units for 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 amongst AHS and PHA to which AHS Employees are transferred pursuant to an order issued in accordance with the *Health Statutes Amendment Act, 2024*. AHS and AUPE agree to update the list of applicable PHA as orders are issued.

2. **Employee Letters**

- (a) Transferring Employees (including those temporarily transferred under Part B, Paragraphs #5 and #6) 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:
 - (i) FTE;
 - (ii) Status of position (Regular, Temporary or Casual);
 - (iii) Classification(s);
 - (iv) Department description in e-People;
 - (v) Expected term if position is Temporary;
 - (vi) Salary;
 - (vii) Current site(s);
 - (viii) Seniority date;
 - (ix) Hire date;
 - (x) Increment level;
 - (xi) Vacation entitlement;
 - (xii) Annual Hours of Work.
- (b) Each Employee shall have thirty (30) consecutive calendar days from the date of notification of the information in Part C, Paragraph 2, 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 37: Grievance Procedure shall apply.

3. Seniority, Sick Leave and Vacation

- (a) Where an AHS Employee is the successful applicant on a posting with the PHA (or vice versa), and where there is no break in employment when terminating from AHS and transferring to the PHA (or vice versa), the following Employee entitlements will transfer:

- 1. Seniority date;
- 2. Accrued sick leave credits (subject to Article 25.02: Sick Leave); and
- 3. Vacation accrual entitlement.

- (b) Part C, Paragraph 3(a) does not apply when an Employee holds concurrent employment with AHS and the PHA.

4. The Parties recognize that the co-mingling of Employees, policies, equipment, patients, residents, and clients will be a major concern for the Employer, 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 Occupational Health and Safety Committee Meeting and the Joint Task Force.

5. In the event that 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.

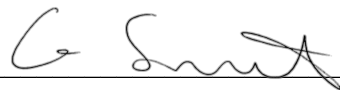
6. Expiry

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 THE EMPLOYER



ON BEHALF OF THE UNION



DATE: August 31st ,2024

DATE: August 31, 2024