

## **Letter of Understanding**

**between**

**Alberta Health Services (AHS)**

**and**

**The United Nurses of Alberta (UNA)**

### **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 and permits the issuing of transfer orders, the impact of which is to transfer Employees or classes of Employees from AHS to a provincial health agency. Approximately 33,000 members of the Direct Nursing Care or Nursing Instruction bargaining unit as described in certificate #C-73-2013 are currently employed by AHS and 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 outlined in Part A and Part B in this Letter of Understanding.

#### **Part A: Transition Terms**

1. For purposes of this agreement the following definitions shall apply:
  - (a) **“Directly affected Employee”** means AHS Employees holding positions identified for transfer to a provincial health agency as a result of a transfer order.
  - (b) **“Indirectly affected Employee”** means an AHS Employee who is displaced by a directly affected Employee or as the result of the displacement of a directly affected Employee.
  - (c) **“Transferring Employee”** means an AHS Employee who elects to transfer to a provincial health agency either as a result of a transfer order or as a result of exercising their rights under Part A, paragraph #19.
  - (d) **“Payroll transfer date”** means the date on which transferring Employees are migrated from the AHS payroll group to the provincial health agency payroll group.
2. AHS and UNA 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.

3. Effective as of the date that a transfer order is issued, AHS will issue a report to UNA to confirm the names of all directly affected Employees.
4. Following the date that a transfer order is issued, AHS shall issue a notice in person or via e-mail to all directly affected Employees to advise that their position has been identified for transfer to the provincial health agency. Directly affected Regular Employees may accept the transfer to the provincial health agency or decline the transfer. AHS and UNA shall reach mutual agreement regarding the deadline for Employees to respond to the notice. The Union shall be copied on notice letters to Employees.
5.
  - (a) If a directly affected Employee is on a leave of absence, Workers' Compensation, absent due to illness or injury including STD and LTD at the time that the transfer order is issued, the Employee shall not be served with notice pursuant to Part A, paragraph #4 until after the Employee has advised AHS of their readiness to return to work.
  - (b) Where the Employee accepts the transfer to a provincial health agency after having been on STD or LTD, the transfer shall not be processed until after the Employee has returned and is actively at work with AHS.
  - (c) Where the Employee accepts the transfer to a provincial health agency after having been on WCB, the transfer shall not be processed until after the Employee has made a full return to work with AHS.
  - (d) The parties agree that each circumstance involving a directly affected 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.
6. Directly affected Employees who elect to transfer or who do not respond by the specified date shall be deemed to have transferred to the provincial health agency, except in extenuating circumstances.
7.
  - (a) Transferring Employees shall not be required to serve a new probationary or trial period as a result of the transfer to the provincial health agency.
  - (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 14.07(c) of the Collective Agreement shall be reinstated or placed:
    - (i) within AHS in circumstances where the Employee's former position was not affected by the transfer order; or
    - (ii) within the provincial health agency in circumstances where the Employee's former position was affected by the transfer order.

8. Directly affected Employees who wish to decline the transfer must do so in writing by the date specified in the notice issued pursuant to Part A, paragraph #4, except in extenuating circumstances. Employees are required to send their response to the designated AHS and UNA email addresses.
9. Directly affected Regular Employees who opt not to transfer to the provincial health agency, shall be served with notice of position elimination and shall have all rights as specified in Article 15: Layoff and Recall except that the Employee may not receive 28 days' notice. The parties agree that the Employee shall continue to work in the position being transferred until completing the processes under Article 15.04. Any directly affected Employee who opts not to transfer to a specific provincial health agency shall not be permitted to displace Employees within that provincial health agency.
10. Directly affected Employees who opt not to transfer to the provincial health agency may be required to temporarily transfer for a period of up to six months. This will have the effect of postponing the notice of position elimination as described in Part A, paragraph #9. This requirement shall be limited to circumstances where the number of impacted Employees exercising their rights under Part A, paragraph #9 jeopardizes the viability of the program. In applying this provision, the Employer shall begin with the least senior of the Employees of the affected unit, program, or service who are exercising their rights under Part A, paragraph #9.
11. Directly affected Regular Employees working in temporary positions who opt not to transfer to the provincial health agency may be required to continue in the temporary position if the viability of the program is jeopardized. This will have the effect of postponing the notice of position elimination as described in Part A, paragraph #9.
12. A transferring Regular Employee working in a temporary position that is also affected by a transfer order shall be reinstated or placed within the provincial health agency in accordance with Article 14.07 at the conclusion of the temporary position.
13. A Regular AHS Employee 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 provincial health agency. The Employee shall maintain their status as a Regular AHS Employee. The temporary transfer to the provincial health agency shall last until:
  - (a) The provincial health agency 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 Article 14.02(a).

At the conclusion of the temporary transfer, the Regular AHS Employee shall be reinstated or placed in accordance with Article 14.07. Such Employees are prohibited from applying on further temporary opportunities within the provincial health agency.

14. A Regular provincial health agency Employee working in a temporary position 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 Employee of the provincial health agency. 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 14.02(a).

At the conclusion of the temporary transfer, the Regular provincial health agency Employee shall then transfer to the provincial health agency and be reinstated or placed in accordance with Article 14.07. Such Employees are prohibited from applying on further temporary opportunities within AHS.

15. Directly affected Temporary Employees, as defined under Article 2.04(c), and Casual Employees working in temporary positions that are affected by a transfer order shall transfer to the provincial health agency to continue working in the temporary position until:

- (a) The provincial health agency 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 14.02(a).

At the conclusion of the temporary position a Casual Employee shall resume the normal terms and conditions of employment as a Casual Employee within the provincial health agency and/or AHS as applicable.

16. Individuals who are considered former Employees under the provisions of Article 14.11 shall have all rights associated with this transition agreement deferred until such time as they are scheduled for reinstatement to their former position, provided that the reinstatement occurs within the 18-month time period specified under 14.11.

17. Casual Employees who work in areas not affected by a transfer order and also in areas affected by a transfer order shall be permitted to maintain existing concurrent Casual employment with AHS and the provincial health agency following the payroll transfer date.

Such Employees will be included on the report specified under Part A, paragraph #3 where their primary Casual record is associated with a unit/program or service transferring to the provincial health agency but will not be included where their primary Casual record is associated with a unit/program/service that is not transferring to the provincial health agency. Any Employee wanting to maintain Casual status with both Employers after the payroll transfer date will be required to establish a Casual employment record with the other Employer through one of the units/programs/offices where they currently work additional Shifts. The additional Casual Record shall not be activated until the payroll transfer date. A

request to create an additional Casual Record shall not be unreasonably denied. Such Employee shall not be required to serve a new probationary period.

18. Part Time AHS Employees who work additional Shifts Employees 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 provincial health agency prior to the payroll transfer date. 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. Such Employee shall not be required to serve a new probationary period.

19. Indirectly affected Employees shall have, in addition to the rights specified in Article 15: Layoff and Recall, the option to select a vacancy at the provincial health agency provided the Employee has the ability to perform the work.

20. (a) Employees transferred to a provincial health agency (including those temporarily transferred under Part A, paragraphs #10, #11, and #13) shall maintain their positions as of the day before the effective date of the transfer order. Within 90 days of the effective date of the transfer order, each transferring Employee shall be issued a letter confirming the following:

- (i) category (Regular, Temporary or Casual);
- (ii) classification;
- (iii) applicable annual hours of work;
- (iv) FTE
- (v) number of hours per Shift and Shifts per Shift cycle;
- (vi) unit or units (if applicable) and program;
- (vii) site or sites at which the Employee works “at” or “at or out of”;
- (viii) seniority date;
- (ix) hire date;
- (x) increment level;
- (xi) vacation entitlement.

(b) Each Regular Employee shall have thirty (30) consecutive calendar days from the date of notification of the information in Part A, paragraph #20(a) above, to advise the Employer, in writing, if the Employee believes the information in the letter is incorrect.

(c) If the Employer and Employee agree on the correction, the information and Employee letter will be corrected accordingly. Failing such agreement, Article 32: Dispute Resolution Process shall apply.

21. Each transferring Employee shall transfer hours worked 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.

22. Provincial health agencies 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; and
- (f) Shift exchanges.

- 23. AHS shall undertake all work necessary to amend the work permits of transferring Employees as required to reflect the change in Employer to the applicable provincial health agency.
- 24. Vacancies posted prior to the effective date of the order to establish a provincial health agency that are still being recruited to shall be offered to reflect the provincial health agency as the Employer. Employees who accept an offer of employment issued after the effective date of the order to establish the provincial health agency shall not have any displacement rights arising as the result of the transfer order.
- 25. All Local Conditions applicable to identified sites or programs shall continue to apply following the transfer of Employees to the provincial health agency.
- 26. AHS and the provincial health agency shall be treated as a single Employer and the Direct Nursing and Nursing Instruction 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 provincial health agency shall be treated as separate Employers and the Direct Nursing and Nursing Instruction bargaining units as separate bargaining units for purposes of applying and administering the Collective Agreement except as specifically amended in Part B: Post Payroll Transition.

### **Part B: Post Payroll Transition**

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

#### **1. Application**

This agreement shall apply amongst AHS and provincial health agencies to which AHS Employees are transferred pursuant to an order issued in accordance with the Health Statutes Amendment Act, 2024. AHS and UNA agree to update the list of applicable provincial health agencies as orders are issued.

#### **2. Promotions, Transfers and Vacancies**

- (a) If a vacancy remains at AHS after the provisions of Article 14: Promotions, Transfers & Vacancies have been implemented, Employees of a provincial health agency have the right to apply for the vacancy (and vice versa). The vacancy shall be filled whenever

possible from Employees covered by this Letter of Understanding. In making promotions and transfers, the determining factors shall be skill, knowledge, efficiency, experience and other relevant attributes, and where these factors are considered by the Employer to be relatively equal, seniority shall be the deciding factor.

- (b) Should an AHS or provincial health agency Employee be the successful candidate, the Employee may transfer accrued seniority, pension entitlements, vacation entitlements and unused vacation up to 1 (one) year's entitlement and sick leave up to the maximum level of entitlements in effect at the receiving bargaining unit. Employees are required to voluntarily terminate their employment with their initial (original) Employer as a condition of transferring the entitlements to their new Employer.

### 3. Layoff and Recall

- (a) In addition to the options provided for under Article 15.04 (a), an Employee with more than 24 months of seniority whose position is eliminated by AHS or who is displaced in accordance with Article 15.04 shall have the option to take a position at any provincial health agency which is vacant and for which the Employee has the ability to perform the work. An Employee of a provincial health agency in the same circumstance shall have the option to take a position at AHS or any other provincial health agency which is vacant and for which the Employee has the ability to perform the work.
- (b) An Employee covered by this Letter of Understanding and on layoff shall have the right to be recalled to AHS or any provincial health agency, provided that:
  - (i) the Employee has the ability to perform the work;
  - (ii) there are no Employees on layoff with recall rights at the receiving Employer; and
  - (iii) the receiving Employer has been unable to fill the position through any recall provisions which exist.

The Local(s) and the Employer(s) will discuss the implementation of this provision in the event of a layoff or position elimination and an Employee advises that they wish to exercise this right.

### 4. Emergency Reassignments

- (a) Employees covered by this Letter of Understanding may be assigned to work at the direct nursing bargaining unit of an Employer that is party to 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.

Employees from any site may be assigned to work at any site to provide assistance in emergency circumstances.

Before invoking this provision, the Employer will assess its ability to meet the emergency by compelling Employees at that site to work overtime. The ability or necessity to compel overtime neither proves nor disproves emergency circumstances. The parties recognize that the decision should be made in the best interests of patient care, that the relative costs are not a factor in themselves and that there are times when requiring mandatory overtime may itself create stresses on Employees and safety concerns that outweigh the stresses and concerns caused by relocation.

The Employer will notify the Union forthwith at any time this provision is invoked and disclose the circumstances that resulted in the emergency.

The Employer shall reimburse Employees for all reasonable, necessary and substantiated additional accommodation and transportation costs for traveling between sites including parking if not otherwise provided.

- (b) 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.
  - (c) The Employer shall reimburse the Employee for all reasonable necessary and substantiated additional transportation and costs incurred in travelling between sites in the course of a Shift, including parking for the Shift where not otherwise provided, as per the Collective Agreement or Employer Travel Reimbursement Policy.
  - (d) The Employer shall notify the Union forthwith whenever this provision is invoked. The Employer(s) agrees to disclose relevant information.
  - (e) There shall be no layoffs as a result of an Employee working in more than one (1) bargaining unit.
  - (f) Any Employee working within another bargaining unit in this Agreement shall receive a reasonable period of orientation to the other site.
  - (g) AHS and UNA acknowledge that Article 44.05(e) regarding Emergency Circumstances, is under negotiation at present. The parties agree to update Part B, paragraph #4(a) of this Letter of Understanding to reflect agreed upon amendments to Article 44.05.
5. Sharing of Expertise, Education, or Maintenance of Skills:
- (a) Skill Maintenance:



Employees from any bargaining unit may be assigned to work within any bargaining unit for the purpose of skill maintenance.

The Employer(s) shall endeavor to offer staff in similar circumstances similar opportunities to attend other bargaining units for skill maintenance. Any single assignment shall not exceed three (3) months. The term of assignments can be renewed and extended with Union agreement.

Employees shall only be required to be assigned to another bargaining unit for skill maintenance if the skill maintenance cannot be provided at the Employee's home bargaining unit.

The parties agree that this clause will not be used for the purposes of regularly scheduling Employees across bargaining units on an ongoing basis or solely for operational convenience.

(b) Education

The Employer(s) may assign Employees to work at another Employer where the Employees are not represented by their bargaining unit for the purposes of providing and receiving education, inclusive of related practical experience with and without direct supervision.

Any single assignment shall not exceed three (3) months. The term of assignments can be renewed and extended with Union agreement.

(c) Meetings

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

(d) Orientation

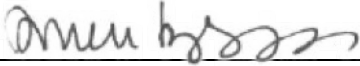
New Employees may be assigned to attend orientation at another Employer where the Employees are not represented by their bargaining unit to support centralized or standardized delivery or space issues. This shall not replace site or program specific orientation.

6. 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 Occupational Health and Safety Committee and every affected Professional Responsibility Committee Meeting.
7. 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.

8. 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(s)

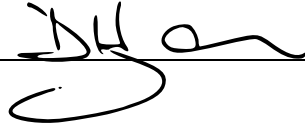


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President and Chief Executive Officer

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May 31, 2024

Date

On behalf of United Nurses of Alberta



\_\_\_\_\_  
May 31, 2024

Date