

**LETTER OF UNDERSTANDING  
BETWEEN  
ALBERTA HEALTH SERVICES (AHS) ("The Employer")  
AND**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE) ("The Union")**

**RE: TRANSFER OF IN SCOPE CLINICAL AND FINANCIAL SUPPORT STAFF FROM THE UNIVERSITY OF ALBERTA ("current employer") AND NEUROSURGICAL ASSOCIATES ("current employer") TO AHS**

Except as provided below, all terms and conditions of the Alberta Health Services/AUPE General Support Services Collective Agreement shall apply effective the date such Employees transition to employment with AHS (transition date).

**1. TRANSITION DATE**

The Parties acknowledge that the above mentioned transfer shall be phased in such that not all impacted employees will transition to employment with AHS on the same date. Accordingly, for the purposes of this LOU "transition date" shall mean the date upon which any particular group of affected Employees transition to employment with AHS. Appendix A shall be maintained throughout this transition indicating a description of the group of employees and the effective date of their transition.

**2. CLASSIFICATIONS**

AHS shall review transitioning jobs to determine the appropriate classification under the AHS\AUPE General Support Services Collective Agreement. Appendix B shall be maintained throughout this transition to document the classification mapping that has occurred to date.

**3. SALARIES**

- (a) Effective the transition date, each transferring Employee's hourly rate of pay will be determined by placing them on the pay step of the applicable AHS classification that is closest to, but not less than, their current rate of pay (i.e. equal to or greater than current hourly rate).
- (b) If the Employee's rate of pay with the current employer, is greater than the last step in the applicable Salaries Appendix for the AHS classification, the Employee's hourly rate will be red circled until the Collective Agreement Salaries Appendix rate of pay equals or exceeds the red-circled rate.
- (c) Article 37.03 shall not apply to Employees transitioning to AHS employment under the terms of this LOU.

**4. HOURS OF WORK AND FULL-TIME EQUIVALENCIES**

- (a) For the purposes of this Letter of Understanding “full-time equivalency” (FTE) shall mean the percentage represented by regularly scheduled hours of work for any particular Employee as compared to full-time hours of work as set out in the applicable collective agreement.
- (b) Each Employee’s current FTE with the current employer shall be maintained upon transition to employment with AHS. Employees who currently work on a seven (7) or seven and one-half (7 ½) hour work day basis will experience a proportional increase to the current hours of work to maintain their FTE. Employees who currently work on an eight (8) hour work day basis will experience a proportional decrease to the current hours of work to maintain their FTE.

**5. PROBATION**

An Employee who is serving a probation period at the time of transition shall continue to serve a probation period pursuant to Article 14. Article 14 shall not apply to transitioning employees who have completed a probation period with the current employer.

**6. SENIORITY**

The Employee’s employment with the current employer and AHS shall be considered continuous service within the bargaining unit for purposes of establishing the Employee’s seniority date with AHS. The Employee’s seniority date will be the earliest of either their current employer seniority date or their previous AHS/AUPE seniority date. This will only include employees who terminated with AHS and commenced with the current employer within thirty (30) days of the date of their AHS termination.

**7. TRANSITIONAL SICK LEAVE PROVISION**

- (a) Upon commencement of employment with AHS, full-time employees shall have a sick leave bank established of 18 work days.
- (b) Part-time employees shall have a sick leave bank established as follows:  
(Full-time equivalency at date of transfer X 18 = sick leave entitlement)
- (c) Employees on leave of absence, sick leave, LTD or WCB as at the transition date will remain employees of the current employer until ready to return to work.

**8. PREPAID HEALTH BENEFITS**

AHS will waive existing waiting periods for participation in Prepaid Health Benefits to ensure continual participation in benefit plan coverage as affected Employees transition to AHS employment. A transitioning employee who is serving a waiting period under the terms of the benefit plan(s) of the current employer will be subject to waiting period requirement for AHS Prepaid Health Benefits.

**9. PENSION**

Eligible employees will be enrolled in the Local Authorities Pension Plan effective the transition date.

**10. VACATION**

- (a) Accrued vacation with the current employer may be ported at the employee's request, provided the amount does not exceed the employee's most recent full year accrual plus any further vacation days accrued (and not taken) since the last service anniversary date.
- (b) Accrued Anniversary Day(s) off may also be ported at the employee's request.
- (c) An employee's hire date with the current employer shall be utilized to determine vacation entitlement pursuant to Article 28.01 of the AHS\AUPE GSS collective agreement. In the event that an employee's current annual vacation entitlement exceeds entitlement under Article 28.01, the employee's current vacation entitlement shall be maintained until such time as the vacation entitlement pursuant to Article 28.01 exceeds current entitlement.

**11. OTHER BANKED TIME**

Transferring employees shall make arrangements with the current employer to have all other banked time paid out at the time of the termination of employment.

**13. SEVERANCE**

An employee in receipt of severance from the current employer will not be eligible for employment with AHS under the terms of this Letter of Understanding for the period of time covered by the severance payment. In the event that AHS has provided a letter of offer to a transitioning employee who is in receipt of severance, the offer will be rescinded and the employee will only be eligible to apply on employment with AHS when the severance period has been exhausted.

**14. LETTERS TO EMPLOYEES**

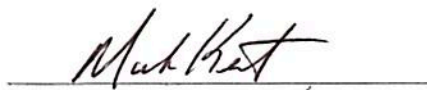
Each transitioning employee shall receive a letter outlining the transitioning employee's classification, rate of pay and full-time equivalency should they accept employment with AHS. The Employees will have three weeks to advise AHS if they are accepting employment with AHS.

On behalf of the  
Alberta Union of Provincial Employees



Date: May 2<sup>nd</sup>, 2015

On behalf of Alberta Health Services



Date: May 9/2018