

**AMENDED EMS LETTER OF
UNDERSTANDING BETWEEN
ALBERTA HEALTH SERVICES
(hereinafter referred to as the Employer)**

- and -

**HEALTH SCIENCES ASSOCIATION OF ALBERTA
(hereinafter referred to as the Union)**

**RE: 2023 EMS RECRUITMENT INITIATIVE
“the initiative”**

WHEREAS the Employer intends to convert current casual and temporary hours of work to fifty-six (56) Regular Full-time positions throughout all Zones;

WHEREAS the Employer needs to recruit to eighty (80) predominantly Full-time positions to staff new ambulances in Calgary and Edmonton Zones;

WHEREAS there are already significant vacancies of over ninety (90) days throughout AHS sites

WHEREAS the Parties agree that EMS Workforce requires extraordinary management and recruitment efforts to make an immediate impact on the availability of emergency services for Albertans and to support health and wellness, including work/life balance for existing Employees,

AND WHEREAS the Parties have agreed to update this Letter of Understanding, as detailed below, to address the unexpected delays with implementation:

The Parties hereby agree on the following:

1. This Letter of Understanding shall apply only to the aforementioned vacancies becoming available on May 1, 2023, and will expire upon the completion of contacting all EMS eligible Employees (the “Candidates”) on the original vacancy callout list or on November 30, 2023, whichever is earlier.
2. Eligible Employees under the initiative will be deemed “transfer/appointment ready” which is defined as:
 - (a) Must have completed their sixty (60) hours of paid orientation per Clause 9.01 Probationary Period in the EMS Local Conditions; and
 - (b) Must not be a party to an active Rural Capacity Investment Fund “return for service agreement” for their current location.
3. Appointments and Transfers occurring under this Letter of Understanding are without prejudice related to outcomes and disciplinary action that may be taken regarding performance concerns under investigation at the time of the appointment or transfer.

4. The Employer will provide the Employees and the Union with a detailed list of all available vacancies as of the implementation date subject to the requirements of 29.01(d). An updated list will be provided to the Employee or the Union upon request.
5. Employees interested in accepting a position through this initiative will advise the Employer of such interest including preferred sites on a form prescribed by the Employer and approved by the Union. The form will be part of the initial survey period which shall occur two (2) weeks prior to the implementation of the process.
6. The Employer shall maintain a list of “transfer/appointment ready” internal applicants by site. Such information may be updated by the Employee at any time during the duration of this initiative. The Employer will provide the Union with a current list once a week during the duration of the letter of understanding that includes all positions that have been posted and accepted through “the initiative”.
7. Eligible Employees participating in the initiative will be offered an available position in a location of preference in order of seniority. Where a vacancy has been declined by all eligible employees on the “transfer/appointment ready” list without a resulting appointment, that vacancy will be offered to the casual employees on the “transfer/appointment ready” list for that site. Seniority for this purpose will be determined by the most hours worked with the Employer.
8. An Employee offered a position, shall have forty-eight (48) hours to accept or decline the offer.
9. To ensure sustainable staffing at impacted sites the start date for any individual Employee awarded a transfer or appointment through this initiative will be mutually agreed to between the Employee and the Employer. Where there is no mutual agreement transfer will occur no sooner than thirty (30) days from appointment and no later than sixty (60) days from appointment.
10. External recruitment and appointments will continue during the duration of this initiative. However, the Employer will not appoint an external candidate to a position that has been identified by an internal candidate through the initiative.
11. Clauses 29.01 and 29.05 in Article 29 Promotions Transfers and Vacancies of the collective agreement shall be amended as follows for vacancies within the scope of this Letter of Understanding:

29.01 (a) Suspended

(b) Suspended

(c) Where vacancies are filled, first consideration shall be given to Employees who are already members of the bargaining unit.

(d) In lieu of the notice of posting referred to in Article 29.01(a), the Employer will maintain a list of the vacancies that shall contain the following information:

(i) qualifications required; (i.e., ACP or PCP)

(ii) hours of work and FTE;

(iii) status of position (Regular, Temporary, Casual);

- (iv) expected term if the position is Temporary;
 - (v) salary; and
 - (vi) for information purposes only, current Site(s).
- (e) The list will be provided to the Union in accordance with Clause #6 subject to Clause #6 of this Letter of Understanding.

29.05 Articles 29.05(a) and (b) are amended as follows:

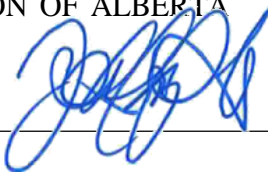
- (a) In making promotions and transfers, seniority shall be the deciding factor, subject to #2 of this Letter of Understanding.
 - (b) If all applicants for a vacancy are Casual Employees, the position shall be awarded to the Employee who has the greatest number of hours worked with the Employer.
12. To expedite matters, the Parties agree that a list of remaining vacancies will be emailed to the remaining Candidates who have not yet been contacted for awareness and provided with the option to opt-out of the process should none of the remaining vacancies be of interest to them. These remaining Candidates will be required to respond directly to the email within eight (8) calendar days stating either their intention to opt-out or remain in the process. If a Candidate does not respond to the email within 8 calendar days, they will be removed from the list. During this time, callouts will continue to occur based on seniority and all other provisions of this Letter of Understanding apply.
13. Consequential vacancies that arise through this Letter of Understanding will be posted in accordance with the AHS/HSAA Collective Agreement, no earlier than September 14, 2023.
14. All remaining provisions of the Collective Agreement continue to apply unless specifically modified by this agreement.
15. The parties agree that any issues arising out of the interpretation or operation of this letter of understanding will be dealt with as expeditiously possible.

ON BEHALF OF THE EMPLOYER



DATE: September 12, 2023

ON BEHALF OF THE HEALTH SCIENCES
ASSOCIATION OF ALBERTA



DATE: September 12, 2023