

Court of King's Bench of Alberta

Citation: Hume v Alberta Health Services, 2026 ABKB 18



Date:
Docket: 2203 06557
Registry: Edmonton

Between:

Stacy Hume

Plaintiff/Appellant

- and -

Alberta Health Services and Alberta Precision Laboratories Inc.

Defendant/Respondent

- and -

Association of Academic Staff of the University of Alberta

Applicant for Intervention

Corrected judgment: A corrigendum was issued on January 13, 2026; the corrections have been made to the text and the corrigendum is appended to this judgment.

Corrected judgment: A corrigendum was issued on January 12, 2026; the corrections have been made to the text and the corrigendum is appended to this judgment.

**Reasons for Decision
of the
Honourable Justice D.A. Yungwirth**

Introduction

[1] The issue in this application is whether the Court should exercise its discretion pursuant to Rule 2.10 of the *Alberta Rules of Court, Alta Reg 124/2010*, to grant status to the Association of Academic Staff of the University of Alberta (AASUA), to intervene in an appeal from the September 19, 2024 decision of the Applications Judge. That appeal is scheduled to be heard on September 10, 2026.

[2] The AASUA is a statutory corporation and is deemed to be a trade union for the purposes of acting as bargaining agent for the University of Alberta’s academic staff members. It is the exclusive bargaining agent for those academic staff members and has exclusive authority to bargain collectively with the Governors of the University of Alberta (GUA) on behalf of the academic staff and to bind them by a collective agreement pursuant to the *Labour Relations Code* RSA 2000, c L-1, s. 58.3(1).

Background

[3] Stacey Hume is a molecular geneticist who was in an employment relationship with the University of Alberta from April 2005 to November 2022. She held a “contingent appointment”, which is a professorial appointment that is partially funded by a third-party. The employment with the University was contingent on salary support from Capital Health (and its successor, Alberta Health Services (AHS)).

[4] During those 17 years, Dr. Hume was a professor in the University’s Faculty of Medicine and Dentistry in the Department of Medical Genetics. She also provided clinical services to patients of Alberta Health Services and Alberta Precision Laboratories Ltd (APL), a wholly owned subsidiary of Alberta Health Services that delivers laboratory services to Albertans through various facilities and laboratories. Her salary was comprised of remuneration by the Governors of the University of Alberta (GUA) for her work as a professor, and remuneration by AHS (paid through the GUA) for her work providing clinical services to patients of AHS.

[5] On November 22, 2021, the Chair of the University's Department of Medical Genetics gave Dr. Hume 12 months' notice that her contingent appointment would end effective November 30, 2022.

[6] Between April 13, 2021 and October 18, 2022, the AASUA investigated Dr. Hume's circumstances (as later pleaded in her Statement of Claim against AHS/APL) and the potential viability of a grievance on her behalf under the AASUA-GUA Collective Agreement. The AASUA concluded that the essential character of the dispute did not arise out of the Collective Agreement but rather, out of Dr. Hume's relationship as a clinician serving AHS/APL.

[7] Dr. Hume commenced this action against AHS/APL in April of 2022. She asserts that with respect to the clinical services that she performed in the laboratory, she was an employee or dependent contractor of AHS/APL. AHS/APL commenced a third-party claim against the University in July 2022, asserting that only the University could be liable for breaches of employment obligations owed to Dr. Hume because the University was her only employer.

[8] Two separate applications were before the Applications Judge on September 19, 2024. AHS applied pursuant to Rule 7.3 to summarily dismiss Dr. Hume's claim against AHS seeking damages on the premise that she was an employee or dependent contractor of AHS/APL. The University of Alberta applied pursuant to Rule 3.68 to strike the third-party claim by AHS/APL against the University, which sought to divert liability to the University regarding any claims arising from Dr. Hume's employment.

[9] The AASUA was not give notice of either application.

[10] The Applications Judge granted the first application on the basis that there was no merit to Dr. Hume's claim of having been an employee or a dependent contractor of AHS/APL.

[11] The Applications Judge struck the third-party claim of AHS against the University on the basis that there was no way for the University to have any ultimate liability to Dr. Hume because any employment related issues experienced by Dr. Hume were governed by a Collective Agreement between the University and the AASUA (the Collective Agreement) and as such, those issues were outside the jurisdiction of the court.

[12] Dr. Hume appealed the decision granting summary dismissal of her claim against AHS/APL. The decision striking the third-party claim was not appealed.

The Issue on Appeal

[13] The main issue to be determined in the appeal is whether or not there is a genuine issue requiring trial on Dr. Hume's claim that a separate legal relationship (employee, dependent contractor, or independent contractor) exists between Dr. Hume and AHS/APL "concurrent" with her employment by the Governors of the University of Alberta as an "academic staff member" under the Collective Agreement.

[14] On Dr. Hume's claim of a separate legal relationship with AHS/APL, the position of the AASUA is that:

- a) AASUA is the bargaining agent for the University of Alberta’s academic staff members, and is the exclusive bargaining agent for the academic staff of the University of Alberta and has exclusive authority to bargain collectively with the GUA on behalf of the academic staff and to bind them by a collective agreement pursuant to the *Labor Relations Code*, RSA 2000, c L-1 s. 58.3(1). The AASUA and the GUA were the only parties to the Collective Agreement.
- b) Of the approximately 1,926 “Academic Faculty” academic staff members, approximately 610 of them in the Faculty of Medicine and Dentistry have dual roles – an academic staff employee at the University of Alberta providing academic services to the GUA pursuant to the Collective Agreement, and in a separate role, providing clinical services to other third-party entities.
- c) Academic Clinicians are “concurrently appointed” by the third-party to a separate legal relationship, as employee, dependent contractor, or independent contractor.
- d) AASUA has no legal relationship with the third-party entities to which academic clinicians provide clinical services. It is not possible for the GUA to be an employer of academic staff “jointly” with any third-party entity.
- e) The GUA has consistently taken the position that the AASUA has no role to play with respect to the academic clinicians in their clinical relationships with third parties.
- f) Dr. Hume was concurrently appointed as an Academic Clinician by the GUA to the academic staff of the University of Alberta, and by Molecular Diagnostics Laboratory (predecessor to APL) and Capital Health (predecessor to AHS) to a separate legal relationship providing clinical services.

[15] On Dr. Hume’s claim of a separate legal relationship with AHS/APL, the position taken by AHS/APL is that:

- a) Dr. Hume made a choice at the time of her recruitment to provide clinical services and have academic responsibilities as an employee of the University of Alberta;
- b) Dr. Hume provided clinical services in the laboratory as part of her overall services and employment relationship as an employee of the University;
- c) The University paid her one salary for her clinical work in the Laboratory, and her research, non-clinical teaching, and administration;
- d) Dr. Hume was at all times an employee of the University and her entire employment relationship with the University (including clinical services provided to a third-party) was governed by the Collective Agreement.

[16] The Affidavit of Brygeda Mary Renke, sworn March 26, 2025, is the evidence on behalf of the AASUA for this application. That affidavit provides evidence of the information and submissions that could be provided to the Court for the appeal. This includes the perspective of the AASUA on positions taken with respect to the Collective Agreement and decisions made in relation to the application of the Collective Agreement to the academic clinicians.

[17] Ms. Renke’s affidavit sets out, among other things, the following evidence/submissions:

- a) AASUA membership fees and union dues are only collected on the portion of their remuneration related to their academic employment service to the GUA and not on the portion of the academic clinician's remuneration related to their clinical services provided to third parties;
- b) Payment to academic clinicians for their academic employment service comes from the GUA. For their separate role providing clinical services to third parties, they receive their remuneration from the third parties through various legal arrangements that allow them to be paid indirectly through the GUA so that both academic and clinical work is paid through the GUA payroll system as a "global" payment;
- c) Examples of arrangements with other academic clinicians;
- d) Terms in the Collective Agreement, such as "other leaves", including secondments, which allow academic staff members to work for a third party, whereby disputes arising from the third-party arrangement are not covered by the Collective Agreement;
- e) Other forms of clinical funding arrangements whereby clinical income from a third party is paid indirectly through the GUA payroll system and where the agreement for an academic clinician to provide services to a third-party recognizes the clinician as an independent contractor or an employee of the third party for those services;
- f) Evidence of a July 2017 Master Agreement between Alberta Health, Alberta Health Services, The Governors of the University of Alberta and Each Participating Physician related to the contractual arrangement for AHS to remunerate academic clinicians for the clinical services to Alberta Health and/or Alberta Health Services, under which disputes arising are not within jurisdiction of the AASUA or of a grievance arbitrator appointed under the Collective Agreement;
- g) The AASUA perspective on the possibility of an academic clinician having two distinct relationships – one as an academic staff employee of the GUA (for which the AASUA has representational rights and obligations) and the other with the third party to whom they provide clinician services as an employee or independent contractor, or dependent contractor (for which the AASUA has no representational rights or obligations);
- h) The history of any attempts made to find a process to deal with concerns by physicians who are concurrently appointed to positions with each of the GUA and a third party;
- i) The history related to the position taken by the GUA regarding the AASUA's representational rights or obligations with respect to Academic Clinicians in their role providing clinical service or services to Third Parties;
- j) Details of the AASUA investigation and what led to the AASUA concluding that the essential character of the dispute in this case did not arise out of the Collective Agreement but rather, out of the relationship Dr. Hume had as a clinician serving AHS/APL;

- k) The perspective of the AASUA regarding the dispute resolution mechanisms available through the Collective Agreement related to all of the issues raised in the Statement of Claim, including whether the clinical duties at APL were governed by the Collective Agreement;
- l) The GUA's decades-long position that the AASUA has no representational rights or obligations respecting Academic Clinicians' clinical service or services to third-parties, including their clinical remuneration, as those disputes lay outside the scope of the Governors-Association Collective Agreement.

Applicable Legal Principles

[18] The *Alberta Rules of Court*, AR 124/2010, as amended, Rule 2.10 reads:

On application, a Court may grant status to a person to intervene in an action subject to any terms and conditions and with the rights and privileges specified by the Court.

[19] Rule 2.10 of the *Alberta Rules of Court* gives the Court broad discretion to grant an application for intervenor status on whatever terms, conditions, rights, and privileges the Court deems appropriate.

[20] The legal test involves the global consideration of two criteria:

- 1) Whether the proposed intervenor has a particular interest in, or will be directly and significantly affected by the outcome of the appeal; or,
- 2) Whether the intervenor will provide some special expertise, perspective, or information that will help resolve the appeal.

VLM v Dominey Estate, 2023 ABCA 226 at paras 2-3

[21] This test is informed by several factors. Many of these factors overlap to assist the Court in a robust review of the two criteria. These factors are as follows:

- 1) Will the intervenor be directly affected by the matter before the court;
- 2) Is the presence of the intervenor necessary for the court to properly decide the matter;
- 3) Might the intervenor's interest in the proceedings not be fully protected by the parties;
- 4) Will the intervenor's submission be useful and different or bring particular expertise to the subject matter;
- 5) Will the intervention unduly delay the proceedings;
- 6) Will there possibly be prejudice to the parties if intervention is granted;
- 7) Will intervention widen the *lis* between the parties;
- 8) Will the intervention transform the court into a political arena.

Styles v Canadian Association of Counsel to Employers, 2016 ABCA 218 at para 15, and *Jonathan B Denis Professional Corporation v Findlay*, 2025 ABKB 249, para 13.

Analysis

[22] The decision of the Applications Judge, if upheld, will have a significant impact on the AASUA. The AASUA has historically taken the position that disputes arising out of an Academic Clinician’s clinical relationship with a third party is outside the scope of the AASUA-GUA Collective Agreement. The decision being appealed implies that the AASUA could have represented Dr. Hume with respect to disputes arising from her relationship with AHS/APL in her clinical role. AHS/APL has no legal relationship with the AASUA, nor is AHS/APL a party to the Collective Agreement between AASUA and the GUA. The AASUA has a particular interest in the outcome of the appeal.

[23] Further, many dual-role academic clinicians seeking representation in the context of disputes arising in their clinical relationships, reach out to the AASUA for assistance. The role of the AASUA in relation to these clinicians will be impacted by the outcome of this appeal.

[24] The AASUA has a perspective and information that will be important to the appeal Justice when determining the appeal outcome. The kind of information that the AASUA can provide is outlined earlier in this decision. The most important information that the AASUA can provide to the Justice hearing the appeal, is the scope and limitations of the AASUA’s rights and obligations to fairly represent academic staff employees of the GUA with respect to their rights under the Collective Agreement. To the extent that there may be limitations on those rights and obligations, that information is very significant for the appeal.

[25] The information and perspective provided by the AASUA is relevant to the consideration of whether there is a genuine issue requiring trial on the possible existence of an employment/dependent contractor relationship between Dr. Hume and AHS/APL.

[26] I disagree with the position of AHS/APL that the AASUA’s lack of involvement in the arrangements between academic clinicians and third-party entities leads to the conclusion that it has nothing to offer the Court on the appeal. From a wholistic perspective, the role of the AASUA, the parameters of the Collective Bargaining Agreement (to which the AASUA is a party), and the history of treatment of Academic Clinicians with similar “concurrent” arrangements related to their work, are all part of the bigger picture being considered on this appeal when determining if there is a genuine issue requiring a trial.

[27] The AASUA was not given notice of the two applications that proceeded before the Applications Judge. The information that it could have provided may have impacted the decision of the Applications Judge.

[28] The interests of the AASUA were not fully and accurately represented by the other parties, as the AHS/APL took a position that was contrary to the position being taken by the AASUA. With the dismissal of the third-party claim, the position of the GUA, to the extent that it is consistent with the AASUA, will not be represented on appeal. Finally, Dr. Hume does not have access to the same kind of information that is available to the AASUA. The position of the AASUA was therefore not before the Applications Judge. I am not able to conclude that the interests of the AASUA will be protected by the other parties to the appeal.

[29] There is sufficient time before the appeal is heard, to complete the steps required if the AASUA is added as an intervenor. Therefore, the proceedings should not be delayed if the AASUA is permitted intervenor status for the appeal.

[30] On the issue of whether there would be prejudice to the other parties if intervenor status is granted, Counsel for AHS/APL raises a concern that any intervention by the AASUA would serve to generally support and/or repeat arguments that Dr. Hume is already capable of making about contracts to which she herself is a party. AHS/APL argue that the purpose of intervention is not to provide “second counsel” by supplementing the efforts of Counsel for the parties. I find no merit to this argument. As indicated above, the evidence, information, expertise and perspective of the AASUA are relevant to the issue of whether or not there is a genuine issue requiring trial related to the existence of a separate (though concurrent) contractual relationship between Dr. Hume and AHS/APL relative to clinical services provided by Dr. Hume. The merits of Dr. Hume’s main claim against AHS/APL will be determined at trial if the appeal is successful. As indicated below, the intervention requested by AASUA is for the pending appeal only.

[31] On the question of whether granting intervenor status to the AASUA will widen the *lis* between the parties, the interests of the AASUA are focussed on the issue of whether the dispute between Dr. Hume and AHS/APL jurisdictionally falls under the Collective Agreement. The AASUA has indicated that they have no interest beyond the jurisdictional issue and that it is not seeking intervenor status in Dr. Hume’s main action against AHS and APR in the event her appeal of the decision of the Applications Judge is successful. I am therefore satisfied that granting intervenor status to the AASUA will not widen the *lis* between the parties.

[32] Finally, there is no indication that granting intervenor status to the AASUA will transform the court into a political arena.

Conclusion

[33] The application of the AASUA for leave to intervene in the appeal of the September 19, 2024 Judgment of Applications Judge Lucille Birkett is granted.

[34] The AASUA is also granted leave to make oral submissions and file written argument and additional affidavit evidence that is relevant and material under Rule 6.14(3), in its capacity as an intervenor in the appeal.

[35] The AASUA has also requested an order that if its application is granted, they shall bear their own costs. I hereby grant that order. The AASUA also asks for an order that no costs shall be awarded against it by any party to the proceedings. I am not prepared to grant that order, as it is best dealt with by the Justice who hears the appeal.

[36] That leaves the issue of procedural steps and timelines leading up to the appeal hearing scheduled for September 10, 2026. Counsel are in the best position to determine what steps are required and to set timelines for completion of those steps. Counsel will have until January 31, 2026 to provide the Court with a Consent Order detailing the required steps and timelines for those steps, failing which Counsel may appear before me to finalize those steps and timelines.

[37] Any costs related to this application are best dealt with in the appeal.

Heard on the 17th day of December, 2025.

Dated at the City of Edmonton, Alberta this 7th day of January, 2026.

D.A. Yungwirth
J.C.K.B.A.

Appearances:

Kathryn Marshall
for Stacey Hume
Plaintiff/Appellant

Sarah Nykolaishen
for Alberta Health Services and
Alberta Precision Laboratories Ltd.
Defendants/Respondents

E. Wayne Benedict
for the Association of Academic Staff
of the University of Alberta
Applicant for Intervention

**Corrigendum of the
Corrected judgment: A corrigendum was issued on January 12, 2026; the corrections have
been made to the text and the corrigendum is appended to this judgment.**

Para [10] – changed The Applications Judge dismissed the first application... to “The Applications Judge granted the first application”...

**Corrigendum of the Reasons for Decision
of
The Honourable Justice D.A. Yungwirth**

Para [12] changed to read - Dr. Hume appealed the decision granting summary dismissal of her claim against AHS/APL. The decision striking the third-party claim was not appealed.