

**LETTER OF UNDERSTANDING**

**BETWEEN**

**ALBERTA HEALTH SERVICES**

**- and -**

**UNITED NURSES OF ALBERTA**

**RE: NORTH ZONE RN/RPN LOCUM PROGRAM**

**Purpose**

The RN/RPN Locum Program is focused on specific assignment opportunities for short term periods of less than 12 months to address high staffing needs in the North Zone.

**Principles**

- Health care facilities and programs in the North Zone may experience challenges in terms of recruitment and retention of Employees and the RN/RPN Locum Program may assist in maintaining health care services in a community.
- The RN/RPN Locum Program may also assist with other staffing needs such as augmentation, education, mentorship, providing Regular and Temporary Employees with time off entitlements such as vacation, time off in lieu of overtime, Named Holiday lieu days, etc. and maintaining appropriate staffing levels as determined by the Employer.
- AHS and UNA agree that it is preferable to utilize AHS Employees to provide staffing for facilities and programs operating in the North Zone and that the mutual benefits to an internal approach include:
  - improved quality and continuity of patient/client/resident care;
  - reduced costs;
  - improved Employee morale and engagement, inclusive of:
    - improved work/life balance,
    - working conditions, and
    - Employee wellness;
  - fairness and equity.

### **RN/RPN Locum Program Description**

1. Interested candidates apply to participate in the RN/RPN Locum Program for locum assignment opportunities to work at, or at or out of, sites or programs in the North Zone.
2. Successful candidates are placed on a roster of Employees who are available for locum assignments (the Roster).
3. Subject to the Employer's decision to utilize an RN/RPN Locum, an RN/RPN Locum will be assigned based upon a best match of the RN/RPN Locum in terms of availability, skills, knowledge, experience, efficiency, costs, and other relevant attributes to the requirements of the assignment. Subject to the need to distribute locum assignments amongst RN/RPN Locums to maintain competencies amongst RN/RPN Locums on the Roster, where all the above criteria are considered by the Employer to be relatively equal, the locum assignment will be assigned to the RN/RPN Locum who has the longest service with AHS. Service with AHS shall include all periods of regular, temporary, casual employment and periods of time an Employee has been on the Roster.
4. When a request for an RN/RPN Locum(s) is submitted from a North Zone site, it will be identified as to the urgency of the request. An urgent request is a critical staffing situation where a Locum is required immediately. All requests identified as urgent will be expedited through the AHS approval process as quickly as reasonably possible, with a target of providing a response within one week.

### **Information Sharing**

1. AHS will advise the Union when an individual is added to the RN/RPN Locum roster.
2. At the time an Employee is confirmed for an RN/RPN Locum assignment, AHS will provide the Union with the name of RN/RPN Locum, location(s) and the planned duration of locum assignment.
3. On a quarterly basis, AHS will provide the Union with a report on RN/RPN Locum activity for the previous quarter, including:
  - Locum Requests - site requests for an RN/RPN Locum(s), date request made, requested start and end dates for assignment and required and desired skill.
  - Locum Request Outcomes – Locum requests approved, denied, cancelled, unable to fill. This information will be discussed at the quarterly meeting of the parties.
4. A request of the Union for information outside of the quarterly meetings will not be unreasonably denied.

### **Utilization of RN/RPN Program for Accrued Time off Work:**

The Employer will continue to make every reasonable effort to accommodate Employee requests to utilize accrued time off. The RN/RPN Locum Program may be utilized as an option to assist in meeting this commitment.

## **RN/RPN Locum Terms and Conditions of Employment**

Except as specifically modified below, the provisions of the Alberta Health Services/United Nurses of Alberta Collective Agreement shall apply to RN/RPN Locums.

### **RN/RPN Locum – Employment Status**

RN/RPN Locums accepted onto the Roster will be Casual Employees unless they already have a Regular or Temporary employment relationship with AHS. At the time of commencing each locum assignment, the RN/RPN Locum's employment category shall be determined as follows:

1. Locum assignments less than three months:
  - If the RN/RPN Locum is already a Regular or Temporary Part-time Employee with AHS when being accepted onto the Roster, then hours worked in the locum assignment shall be considered a temporary assignment.
  - If the RN/RPN Locum is already a Casual Employee with AHS at the time that they are placed on the Roster, then they continue to be a Casual Employee during the locum assignment.
  - If the RN/RPN Locum is a Casual Employee whose sole employment relationship with AHS is due to being on the Roster, then they continue to be a Casual Employee during the locum assignment and their home site will be designated according to the site of the current "at" or "at or out of" locum assignment.
  
2. Locum assignments greater than three months:
  - If the RN/RPN Locum is already a Regular or Temporary Part-time Employee with AHS when being accepted onto the Roster, then hours worked in the locum assignment shall be considered a temporary assignment.
  - If the RN/RPN Locum is already a Casual Employee with AHS at the time that they are placed on the Roster, then they become a Temporary Employee during the locum assignment. They will revert back to being a Casual Employee at the conclusion of the locum assignment.
  - If the RN/RPN Locum is a Casual Employee whose sole employment relationship with AHS is due to being on the Roster, then they become a Temporary Employee during the RN Locum assignment. They will revert back to being a Casual Employee at the conclusion of the locum assignment.

### **Eligibility for Locum Assignments**

In order to be eligible for a locum assignment, the RN/RPN Locum must:

- be on the Roster
- be available for the term of the assignment
- have the experience, skills, abilities, certifications and education necessary to complete the assignment. Where there are insufficient RN/RPNs on the Roster with required certifications or education, the Employer may facilitate or provide such certifications or education.
- not work in a Regular or Temporary position in another AHS site or program that is utilizing the RN/RPN Locum Program, or that may need to utilize the RN/RPN Locum Program if the Regular or Temporary Employee were to be absent on a locum assignment
- not be on vacation or any type of paid leave from an AHS Regular or Temporary position for any period of the locum assignment.

AHS Employees are not eligible for a locum assignment at the Employee's home site or within 100 kilometres of the Employee's home site in the North Zone.

### **Northern Payments**

Employees participating in the AHS/UNA North Zone RN/RPN Locum Program are not eligible to receive the payments and benefits described in the Letter of Understanding Re: Retention and Recruitment Initiatives North of the 57<sup>th</sup> Parallel nor are they eligible to receive payment under the AHS Northern Incentive Program

### **Travel to and from the Locum Assignment**

Employees travelling to and from a locum assignment shall be paid:

- Their applicable hourly wage rate for time spent travelling to and from the locum assignment, to a maximum of 7.75 hours per day of travel. Travel days are not considered work days for purposes of applying other provisions of the Collective Agreement.
- Reimbursement for approved travel costs (kilometrage, car rental, flights, etc.) to get to and from the place of their normal residence to the locum assigned site at the start and end of the locum assignment period.

### **Subsistence**

- (a) **Meals** - Meals shall be paid in accordance with Article 43.01(a) of the Collective Agreement, for all days that the Employee is in the locum assignment, even those days where they are not scheduled to work and including travel days.
- (b) **Per Diem Allowance** – Article 43.01(b) of the Collective Agreement shall not apply. RN/RPN Locums will be paid a per diem amount of twenty-five dollars and forty cents (\$25.40) per day for each day of the locum assignment, even those days where they are not

scheduled to work and including travel days.

- (c) **Accommodation** - AHS shall provide accommodation to Employees during the locum assignment. The manner in which such accommodation is provided (e.g. AHS owned accommodation, rental accommodations, hotels) is up to the Employer. AHS will make reasonable efforts to provide accommodations with cooking facilities. For Employees who accept multiple locum assignments, AHS will make reasonable efforts to provide storage for some of the Employee's personal belongings in between locum assignments.

### **Transportation**

AHS shall provide transportation for Employees during the locum assignment. The manner in which transportation is provided (e.g. rental vehicle, company-owned vehicle, vehicle allowance and kilometreage or public transportation) is up to the Employer.

If the Employee and Employer agree that the RN/RPN Locum will utilize the Locum's personal vehicle to get to and from the locum assignment and during the locum assignment, then:

- Kilometreage will be reimbursed at fifty point five cents (50.5¢) per kilometer, or Government of Alberta rates, whichever is greater; and
- A Vehicle Allowance will be paid in the amount of one hundred and thirty dollars (\$130.00) per month. The monthly vehicle allowance will be pro-rated for locum assignments of less than one (1) full month. The monthly vehicle allowance will also be pro-rated in the event that the RN/RPN Locum works less than full-time hours during the locum assignment. Reasons for working less than full-time hours during the locum assignment include a locum assignment for a specific FTE of less than full-time or Employee absences from work for any reason during the locum assignment. Paid education and orientation is not considered an absence from work, even if completed on a site other than the locum assignment.
- Kilometreage and other vehicle expenses will not be reimbursed for personal travel outside of the community of the locum assignment, beyond the initial travel to the assignment or after return home from the conclusion of the assignment.
- If the RN/RPN Locum is required to obtain business use insurance coverage for use of their personal vehicle in performing the duties of the locum assignment, then the cost of such business use insurance coverage will be reimbursed in accordance with Article 10.04, pro-rated for the duration of the locum assignment.

### **Locum Premium Payment**

- (a) During the locum assignment, Employees shall be paid an RN/RPN Locum Premium of six dollars (\$6.00) per hour.
- (b) Such premium shall be paid on hours paid during the locum assignment and shall be paid in addition to the Employee's Basic Rate of Pay and other payments required in the terms and conditions of the Collective Agreement. This premium does not form part of the Employee's Basic Rate of Pay and is not pensionable

### **Employee Benefits**

RN/RPN Locums are eligible for Employee Benefits in accordance with Article 21 of the Collective Agreement, as follows:

- Casual Employees are not eligible for benefits in accordance with Article 30.03,
- Temporary Employees who accept a locum assignment of greater than three months and less than six months are eligible for Supplementary Health Benefits and Dental Benefits in accordance with Article 21.06.
- For Regular Employees accepting a locum assignment of less than one (1) month, benefit premiums and entitlements continue to be based upon the FTE of their regular position.
- For Regular Employees accepting a locum assignment of greater than one (1) month, benefit premiums and entitlements are adjusted to the FTE of the locum assignment for the period of the locum assignment.

### **Time of Vacation**

For Regular and Temporary Employees who are eligible for vacation with pay, it is understood that such paid vacation time will be scheduled outside of the locum assignment period.

### **Other Absences**

Any paid absence that is of sufficient length to require the Employer to seek an alternative RN/RPN Locum for the assignment will be considered to terminate the locum assignment. Time paid during such absences shall not be eligible for the RN/RPN Locum Premium.

### **Alternative Dispute Resolution**

- (a) ***Utilization of RN/RPN Locum Program*** – In the event that the Employees or the Union have concerns with how the RN/RPN Locum Program is or is not being utilized by the Employer, such concerns will be first discussed with the applicable Site or Program Manager. If concerns persist following the local discussions, the concerns will be discussed with representatives from AHS Human Resources, UNA Provincial Office, the UNA Local, local management representatives and **the responsible Senior Operating Officer/Director**. Where possible, these discussions will occur within one week of the UNA Local advising that their concerns remain unresolved.

- (b) *Interpretation of this Letter of Understanding and the Terms and Conditions of the AHS/UNA Collective Agreement as applied to RN/RPN Locums* – In the event that the parties identify a difference regarding the interpretation and/or application of this Letter of Understanding, the parties will refer the issue to the Joint Dispute Resolution Advisory Committee (DRAC) as described in Article 32 for resolution. Only failing resolution of the issue utilizing DRAC will a grievance be filed and forwarded to arbitration for final and binding resolution.

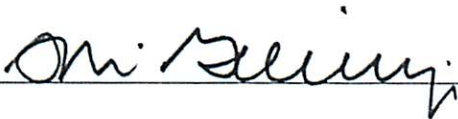
**Ongoing Recruitment**

1. AHS will continue to post and recruit candidates into Regular and Temporary Part-time and Regular and Temporary Full-time positions for vacancies in the North Zone during the operation of the RN/RPN Locum Program.
2. AHS will continue to recruit to the RN/RPN Locum Roster to maximize the ability to accommodate organizational needs for RN/RPN Locums.

**Term of Agreement**


This Letter of Understanding shall expire December 31, 2020.

ON BEHALF OF THE EMPLOYER

  
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DATE: July 21, 2017

ON BEHALF OF THE UNION

  
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DATE: SEPTEMBER 29, 2017