

College Proposal on Nursing Clinical Facilitator—Union Analysis

ADD/AMEND THE FOLLOWING ARTICLES:	
Management Language	Union Analysis
ARTICLE 2 – STAFFING	
<p>2.01 B No professor or instructor shall be laid off, reclassified, or displaced from their classification as a direct result of the hiring of a nursing clinical facilitator.</p> <p>[Amend Article 27 to allow full-time employees to displace nursing clinical facilitators. See below]</p>	<p><i>This language is not adequate to protect against loss of position.</i></p> <p><i>Hiring facilitators could lead to changes that indirectly result in layoff or reclassification.</i></p>
ARTICLE 11 – WORKLOAD	
<p>11.02 F 12 References to "teacher" in this Article include "instructor" but do not include nursing clinical facilitators or partial-load teachers.</p>	<p><i>Facilitators would not be protected by the workload formula.</i></p>
NEW CLASS DEFINITION: NURSING CLINICAL FACILITATOR	
<p>Under the direction of the senior academic officer of the College or designate, a Nursing Clinical Facilitator is a teacher responsible for the instruction, supervision and evaluation of students during the students' clinical placements in hospital and community settings. The Nursing Clinical Facilitator's duties include:</p> <ul style="list-style-type: none"> • engaging students to create a positive teaching and learning environment; • using a variety of appropriate teaching/learning strategies in clinical settings; • evaluating student achievement of learning outcomes using a variety of techniques; • supervising students in clinical units of hospitals and community settings; • collaborating with medical, nursing, and allied health personnel to evaluate and improve teaching and nursing practices in clinical settings; 	<p><i>Facilitators would have nearly all of the responsibilities of a professor, but without the appropriate remuneration and protections (e.g., workload, job security, overtime).</i></p>

<ul style="list-style-type: none"> • evaluating and grading students' clinical work, assignments, and papers and maintaining records of student clinical experience; • assessing clinical education needs of the student and aligning learning with client care; and maintaining student attendance records, grades, and other required records, such as critical incident reports. <p>In addition, the Nursing Clinical Facilitator may, from time to time, be called upon to contribute to other areas ancillary to the Nursing Clinical Facilitator's role, such as professional development, student placement, liaison with community service personnel and agencies.</p>	
<p>NEW ARTICLE – NURSING CLINICAL FACILITATORS</p>	
<p>XX.01 This Article contains provisions exclusively related to Nursing Clinical Facilitators in the bargaining unit as defined in the class definition. However, this Article is not inclusive of all rights of Nursing Clinical Facilitators under the collective agreement. It is understood the specific entitlements of regular full-time or partial-load employees are not applicable to Nursing Clinical Facilitators unless specified in this Article.</p>	<p><i>The first sentence says this Article is about the proposed new class, Nursing Clinical Facilitator. The second sentence says that the Nursing Clinical Facilitators could have additional rights. The third sentence says such additional rights would have to be specified in this Article. No additional rights are specified, including those enjoyed by the rest of the bargaining unit.</i></p>
<p>XX.02 A A Nursing Clinical Facilitator shall not receive salary or vacations but shall be paid for the performance of each hour of clinical supervision of students at an hourly rate calculated in accordance with XX.04 and XX.05.</p>	<p><i>No annual salary.</i></p> <p><i>No vacation.</i></p>
<p>XX.02 B A Nursing Clinical Facilitator shall be attributed an additional ½ hour for each hour of clinical supervision</p>	<p><i>Undervalues the amount of time required for</i></p>

<p>of students at an hourly rate calculated in accordance with XX.05 for preparation, evaluation and complementary functions.</p>	<p><i>preparation, evaluation and feedback.</i></p> <p><i>The parties have acknowledged that, on average, each hour of teaching requires over two hours of work for preparation and evaluation.</i></p>				
<p>XX.03 A Nursing Clinical Facilitator shall not be scheduled to work more than 24 clinical supervision hours per week and will not be scheduled more than 30 weeks per academic year.</p>	<p><i>The weekly 24 teaching hours cap is 25% greater than the maximum teaching load for full-time faculty.</i></p> <p><i>A 30 teaching week cap is artificial and unnecessary.</i></p>				
<p>XX.04 A Nursing Clinical Facilitator's starting step will be the step the Nursing Clinical Facilitator would be paid at pursuant to the Ontario Hospitals' central collective agreement with the Ontario Nurses Association. The Nursing Clinical Facilitator shall co-operate with the College by providing verification of previous experience so that her or his related clinical experience may be determined and evaluated.</p> <p>Hours worked and attributed with a College as a Nursing Clinical Facilitator will count towards movement on the grid. Fifteen hundred hours of college service as a Nursing Clinical Facilitator will constitute one year of service.</p>	<p><i>The salary comparator groups for college faculty are secondary school and university teachers - not nurses.</i></p> <p><i>Places facilitators in limbo between two unrelated collective agreements without the full rights and protections of either.</i></p> <p><i>Restricts progression on the grid.</i></p>				
<p>XX.05 The following table indicates the hourly rate paid at each step for Nursing Clinical Facilitators.</p> <table border="1" data-bbox="217 1766 993 1892"> <tr> <td data-bbox="217 1766 586 1829">Step Level</td> <td data-bbox="586 1766 993 1829">September 1, 2012</td> </tr> <tr> <td data-bbox="217 1829 586 1892">Minimum</td> <td data-bbox="586 1829 993 1892">\$29.36</td> </tr> </table>	Step Level	September 1, 2012	Minimum	\$29.36	<p><i>Each step would take no less than 18 months to attain. To get to the maximum from Step 8 would take over 20 years.</i></p>
Step Level	September 1, 2012				
Minimum	\$29.36				

Step 1 (1 year)	\$29.79	
Step 2 (2 years)	\$30.29	
Step 3 (3 years)	\$31.78	
Step 4 (4 years)	\$33.28	
Step 5 (5 years)	\$35.15	
Step 6 (6 years)	\$37.04	
Step 7 (7 years)	\$38.94	
Step 8 (8 years)	\$41.70	
Step 9 (25 years)	\$42.44	
<p>XX.06</p> <p>In addition to the applicable hourly rate payable to a Nursing Clinical Facilitator he/she shall receive a percentage in lieu of all fringe benefits which are paid to full-time or partial-load employees calculated in accordance with the following formula:</p> <p>13% of applicable straight time hourly rate.</p> <p>The percentage in lieu of benefits is not part of the hourly rate and is therefore not included in the calculation of any applicable premium payments.</p> <p>It is further understood that any holiday pay or pension is also part of the percentage in lieu of benefits. If the Nursing Clinical Facilitator is part of the pension plan the percentage in lieu of benefits is 9%.</p>		<p><i>Removes all access to benefits. Partial-load employees have access to extended health, vision, hearing, dental, tuition subsidy and leaves of absence.</i></p> <p><i>If the facilitator chooses to be in the pension plan, the payment in lieu of benefits is reduced from 13% to 9%.</i></p>
<p>XX.07</p> <p>A Nursing Clinical Facilitator shall pay dues in accordance with Article 10, Union Deduction.</p>		<p><i>Legislation requires all bargaining unit members to pay union dues.</i></p>
<p>Job Security</p>		
<p>XX.08 A</p> <p>Nursing Clinical Facilitators may be released upon 30 days' written notice and shall resign by giving 30 days' written notice.</p>		<p><i>No job security. Partial-load employees at least get preferential consideration</i></p>

<p>XX.08 B It is agreed that Article 27, Job Security, has no application to a Nursing Clinical Facilitator, except as referred to in 27.06 A (viii), 27.08 B and 27.12.</p> <p>XX.08 C For the purpose of determining the service of a Nursing Clinical Facilitator under 27.06 A (viii) and 27.08 B 150 hours of college service will entitle the employee to one month of service.</p>	<p><i>for any full-time position.</i></p>
<p>27.06 A (viii) New & renumber subsequent Failing placement under paragraph 27.06 A (vii), or where the employee has waived, in writing, the right in 27.06 A (vii)(a), such employee shall be reassigned to displace a nursing clinical facilitator upon acceptance of the identical employment conditions as the nursing clinical facilitator, provided that:</p> <ul style="list-style-type: none"> a) the displacing employee has the competence, skill and experience to fulfill the requirements of the position of nursing clinical facilitator; and b) the nursing clinical facilitator being displaced has lesser months of service with the College as determined in Article XX Nursing Clinical Facilitator than such displacing employee's months of seniority. c) upon completion of the assignment as nursing clinical facilitator, or as mutually agreed between the College and the employee, such employee shall be reassigned to a vacant full-time position if the employee has the competence, skill and experience to perform the requirements of a vacant full-time position. d) Failing placement under 27.06 A (viii)(c), such employee shall be laid off without further notice upon completion of the assignment as nursing clinical facilitator. 	<p><i>Confirms that there is no job security for Nursing Clinical Facilitators.</i></p>
<p>27.08 B If the grievance is processed through Step 2, the written referral to arbitration in 32.02 shall specify, from the positions originally designated in 27.08 A, two full-time positions, or positions occupied by two or more partial- load or part-time employees (the sum of whose duties will form one full-time position), or nursing clinical facilitator, who</p>	<p><i>Housekeeping</i></p>

<p>shall thereafter be the subject matter of the grievance and arbitration. The grievor shall be entitled to arbitrate the grievance thereafter under only one of (i), (ii), (iii), (iv), (v), (vi), (vii), or (viii) of 27.06 A.</p>	
<p>AMEND THE TITLE AS FOLLOWS: CLASSIFICATION DEFINITIONS FOR POSITIONS IN THE ACADEMIC BARGAINING UNIT (to be used in conjunction with the Job Classification Plans for positions in the Academic Bargaining Unit Professors and Counsellors and Librarians and Instructors).</p>	<p><i>Facilitators would not get credit for educational qualifications.</i></p>