

This MOU replaces that signed 22 January, 2007

Memorandum of Understanding
Between
The Association of University of New Brunswick Teachers (AUNBT)
and
The University of New Brunswick

Subject: Clinical Nursing Instruction

Mandate

In accordance with the Memorandum of Understanding signed January 22, 2007 pursuant to which a Joint Committee was formed to develop assessment criteria for probation and tenure for the named grandparented Nurse Clinicians, the Parties accept the following recommendations of the Joint Committee.

Purpose

The purpose of this MOU is to provide a comprehensive statement of the transition arrangements in clinical teaching needs until the human, physical and fiscal resource implications of the increase in undergraduate nursing enrolment are more fully understood.

The Transition Provisions proposed by the Joint Committee include the following key elements:

- 1) A new category of employees – *Nurse Clinicians* will be instituted. A Nurse Clinician is an Employee with the rank of Nurse Clinician I, II or III. A Nurse Clinician I is a Registered Nurse with a minimum of a BN or BScN. A Nurse Clinician II is a Registered Nurse with a BN employed by the Nursing program as of July 1, 2006 and with a completed master's degree in a discipline other than nursing by July 1, 2006. A Nurse Clinician III is a Registered Nurse with a BN and a MN or MScN.

Agreed to in the signed MOU 2007-01-22

- 2) The ten individuals (names appended) who have been employed on term contracts for three years or more as of July 1, 2006 be grandparented into the Nurse Clinician category in the following manner. Their existing one (1) and two (2) year term contracts (10 month and 12 month) in the Nursing Program be converted to three year term appointments for nurse clinicians for the time frame of July 1, 2006 - June 30, 2009 with eligibility for application for tenure July 1, 2009 in accordance with Articles 22E.07 and 23D.01. The four individuals (names appended) who have been employed on term contracts for two years or less as of July 1, 2006 be granted such term contracts not to extend beyond June 30, 2009 with the term of 10 or 12 months as in their existing term contracts.

Agreed to in the signed MOU 2007-01-22

This MOU replaces that signed 22 January, 2007.

- 3) A formal joint UNB-AUNBT review of the provisions of this MOU to be carried out by January 1, 2008 to determine whether the category of nurse clinicians will become a permanent category of employee or be limited to the 10 grandparented employees.

Agreed to in the signed MOU 2007-01-22

- 4) These 10 grandparented appointments in the Nursing Program should preferably be 12 month positions however the current practice of 10 month positions may continue. Advertising will be waived for the incumbents in term positions as of July 1, 2006.

Agreed to in the signed MOU 2007-01-22

- 5) Nurse clinicians on term contracts are covered by all general provisions of the CA and the specific provisions developed for Professional Responsibilities (Article 16), Workload (Article 19), Appointments (Article 22), Evaluation of Performance (Article 23) and Salary Floors and Ceilings (Article 36B.09). If at the end of period of time covered by this MOU, the category of nurse clinicians becomes a permanent category, then assessment criteria for Probation and Tenure (Article 23) and Assessment Criteria (Article 25) will be further developed if necessary.

Agreed to in the signed MOU 2007-01-22

- 6) By June 2007 assessment criteria for probation and tenure shall be developed for the grandparented nurse clinicians.**

Subject of June 29th, 2007 MOU - to be agreed to by the parties

- 7) The issue of one's ongoing access to email and Library facilities needs to be addressed for Nurse Clinicians on term appointments of less than one year. The possibility of salary being paid over a 52 week period (for 10-month appointments should be explored).

Agreed to in the signed MOU 2007-01-22

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Collective Agreement Articles for Nurse Clinicians

Article 1.01 Addition to the Definitions

Nurse Clinician is an Employee with the rank of Nurse Clinician I, II or III. A Nurse Clinician I is a Registered Nurse with a minimum of a BN or BScN. A Nurse Clinician II is a Registered Nurse with a BN employed by the Nursing program as of July 1, 2006 and with a completed Master's degree in a discipline other than Nursing by July 1, 2006. A Nurse Clinician III is a Registered Nurse with a BN and a MN or MScN.

Article 16D PROFESSIONAL RESPONSIBILITIES OF NURSE CLINICIANS

16 D.01 Nurse clinicians have certain rights, duties, and responsibilities which derive from their positions as clinical teachers.

16 D.02 The principal responsibility of nurse clinicians is to support the work of the Academic Department through laboratory and clinical teaching and supervision of student preceptorship experiences. Nurse clinicians may be involved in teaching in the lecture course concurrent to the clinical course to which they are assigned provided that classroom teaching does not exceed three hours per term. In addition, nurse clinicians have the right and the responsibility to be involved in academic service provided that academic service is balanced with their principal responsibility of teaching. Nurse clinicians may be involved in related professional activities to the extent that such involvement does not prevent the nurse clinicians from fulfilling their principal responsibility of teaching. Such activities shall be discussed in advance with the Dean to ensure that these activities are not in conflict with the nurse clinician's principal responsibility as a clinical teacher. If any proposed related activities would involve the use of University resources, such activities require the prior approval of the Dean. The pattern of clinical teaching responsibilities and other activities may vary from individual to individual and from time to time, subject to the Dean's assignment of workload as set out in Article 19. The Dean may also assign reasonable duties which are not in conflict with this Collective Agreement. There shall be consultation with nurse clinicians prior to the assignment of such duties. The University of New Brunswick

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shall make every reasonable attempt to facilitate the assigned work of nurse clinicians.

16D.03

Nurse clinicians have the responsibility to deal fairly and ethically with students and other members of the academic community, to avoid discrimination, to foster a free exchange of ideas and to refuse to practice or permit censorship, to respect the principles of confidentiality in a manner consistent with their academic role, to uphold and to protect the principles of academic freedom, and to seek the highest possible standards of scholarship.

16D.04

Teaching

a) Nurse clinicians have an obligation to develop and maintain their clinical competence and effectiveness as clinical teachers within their area of expertise, to conscientiously prepare and organize clinical learning activities in consultation with the Clinical Coordinator for each Clinical Course and to keep current in their own nursing practice. Each clinical course has several clinical practice areas (clinical practicums) and may have specific laboratory components all with the same expected clinical competencies for students. Nurse clinicians shall conform to the agreed upon methods of student evaluation in their clinical practicum or laboratory section of the clinical courses. They shall inform their students of the methods of instruction and evaluation in the clinical practicum or laboratory component giving due regard to Senate regulations in these matters. Upon written request, they shall inform the Dean of any deviation from the agreed upon clinical practicum or laboratory objectives, methods of instruction and evaluation procedures within a reasonable period of time after completion of the clinical practicum or laboratory component.

b) Whenever possible, there shall be prior consultation with nurse clinicians on the assignment of teaching duties. Once such duties have been assigned by the Dean in accordance with Article 19E, it is the responsibility of nurse clinicians to teach the assigned clinical practicum or laboratory component to students registered in them, at a time and place designated or approved by appropriate University authorities and in a manner which reflects the description in the Calendar, or as approved at the appropriate level. Nurse clinicians shall be available regularly for individual consultation with their students beyond clinical or laboratory hours and shall inform

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their students, and upon written request, their Dean, of such arrangements.

Nurse clinicians shall comply with formally approved and published procedures and deadlines concerning the reporting and reviewing of the grades of their students, and such other formally approved and published procedures and deadlines as may be reasonable and necessary for the well-ordered operation of the teaching programs of the University.

For the purposes of Article 16 D.04 (c) only, publication means that the procedures and deadlines have been printed in a current University Calendar, or circulated to each Nurse Clinician.

Nurse clinicians shall accept reasonable responsibility for academic counselling, assistance with invigilation of examinations in the lecture course concurrent to the clinical practicum to which they are assigned, coordination of clinical courses, development of clinical rotations, development of alternative clinical practice models, procurement of clinical placements and other related activities as may be necessary and reasonable and which are not in conflict with this Collective Agreement.

d) Nurse clinicians have the responsibility to schedule and organize their clinical and/or laboratory instruction within relevant academic regulations, and the right and responsibility to maintain an orderly and productive academic environment.

e) Nurse clinicians may cancel or terminate scheduled clinical practice or laboratory instruction only for good cause and they shall so notify the Dean. If possible, they shall give their students and the Dean advance notice of such cancellation and they shall make every reasonable effort to re-schedule clinical practice or laboratory instruction. Students and the Dean shall be informed of such re-scheduled clinical practice or laboratory instruction.

16D.05

Academic Service

Consistent with their principal duties nurse clinicians have the right and responsibility to participate actively in the work of the University through active membership on appropriate bodies such as Faculty

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Council and Faculty or Nursing Departmental Committees, in accordance with the provisions of Article 16BD.02. The Dean shall take into consideration in assigning or approving academic service within the Faculty that the balance of the nurse clinician's workload should be primarily related to their principal responsibility of clinical teaching. Nurse clinicians have the right, and are encouraged, to participate actively in the work of professional associations provided such activities do not interfere with their principal duties.

Article 19E - WORKLOAD OF NURSE CLINICIANS

19E.01

The workload of nurse clinicians involves primarily clinical and/or laboratory teaching responsibilities as set out in Article 16D. Unless specifically provided otherwise in the letter of appointment, nurse clinicians are employed by the University of New Brunswick for a total of ten or twelve months in each year and, except for scheduled vacation and holidays as specified in Article 34, shall meet their responsibilities throughout this period.

The composition of the workload of a nurse clinician in terms of the components set out in 16D.02 may fluctuate within reasonable limits from year to year, and during any year, in response to the requirements and priorities of the Faculty.

19E.02

The Dean shall determine for the Faculty as a whole, and where they exist, for each Academic Department following consultation with the Chairpersons, the normal teaching load to be assigned to the majority of nurse clinicians in each Academic Unit. Such normal teaching load shall be appropriate and reasonable.

19E.03

Unless otherwise consented to by a nurse clinician in writing, fluctuations in the individual clinical teaching load shall, over a reasonable period of time, result in an average clinical teaching load for the nurse clinician which is similar to the normal teaching load for nurse clinician in that Academic Department (or Faculty, where no Academic Departments exist).

19E.04

Following consultation with the Chairperson and with due regard for the provisions of 19E.05 and for the normal teaching load of nurse clinicians in the Academic Department (or Faculty, where no

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Academic Departments exist) concerned the Dean shall assign the individual teaching load to nurse clinicians not later than June 1. This date may be extended by the Dean for good cause.

19E.05

The Dean shall assign the individual teaching load of each nurse clinician which shall be reasonable taking into account any information available to him/her with respect to such factors as:

- a) what is appropriate and reasonable for the discipline;
- b) the requirements and priorities of the Faculty/Department concerned. The elements of the clinical teaching load of nurse clinician may consist of the following some of which are specifically assigned and others which are dependant upon the requirements of the particular clinical practicum to which the nurse clinician is assigned:

- Choosing appropriate patient assignments
 - Marking of clinical assignments
 - Providing feedback on Clinical Learning Appraisal Tools (CLATs)
 - Assisting with marking of assignments in lecture course concurrent to the assigned clinical course

- c) the abilities, and specific area of clinical expertise of the nurse clinician;
- d) student enrolment;
- e) scheduled clinical practicum hours;
- f) the amount and type of preparation for procuring access to clinical facilities, preparation, clinical evaluation, and clinical course coordination;
- g) engagement in academic service in accordance with Article 16D;
- h) any other relevant factors.

If a nurse clinician wishes to undertake an individual teaching load which would deviate from the normal clinical teaching load, it is his/her responsibility to so request of the Dean and to apprise the Dean, in writing, prior to May 1 of any relevant information to be considered by the Dean. Such requests shall not be unreasonable and shall not be unreasonably denied by the Dean.

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19E.06 The individual teaching load of nurse clinicians shall normally be scheduled for any three consecutive terms as follows: 1) Fall, Winter and Intersession, 2) Winter, Intersession and Summer Session or 3) Summer, Fall and Winter as part of their individual clinical teaching load. No additional remuneration will be paid for such assignments when they are part of the individual clinical teaching load.

19E.07 Notwithstanding Articles 19E.04 and 19E.06, an Employee may request a change in the assignment of clinical teaching load in accordance with Article 10.01 d).

Article 22E APPOINTMENT OF NURSE CLINICIANS

22E.01 All appointments shall be to one (1) of the following ranks: Nurse Clinician I, Nurse Clinician II, or Nurse Clinician III. If a Nurse Clinician I or II completes all requirements for a MN or MScN he/she will be converted to a Nurse Clinician III upon notification to the Dean of successful completion.

22E.02 Appointments of nurse clinicians shall be made in accordance with Article 22E.10 only after the positions have been advertised by the University of New Brunswick on both campuses and in appropriate publications, in either print or electronic versions, which shall include one (1) professional publication, if such exists, suggested by the Academic Department. The University of New Brunswick may also advertise in other professional publications. Where appointments must be made urgently for sound academic reasons, exceptions to this practice may be authorized by the President of the University, who shall inform the Association immediately giving these reasons. In the case of re-appointment of a nurse clinician, advertising of the position shall not be required.

22E.03 The 10 grandparented nurse clinicians established as of July 1, 2006 will be eligible for application for tenure July 1, 2009 and the category of nurse clinicians will be reviewed by June 30, 2008 to determine whether the nurse clinician category will be limited to the 10 grandparented employees.

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22E.04 For all appointments to the rank of nurse clinician, the salary, the rank, any credit for previous experience, the duration of the term in the case of nurse clinicians on term appointments and any special applicable conditions and responsibilities shall be determined by the University of New Brunswick in accordance with this Collective Agreement. For appointments to positions in the bargaining unit, the University of New Brunswick shall take into account any recommendations of the appropriate Assessment Committees concerning these matters for any proposed appointees.

22E.05 Term Appointments

For the lifetime of the 2006-2009 MOU term appointments of nurse clinicians other than the 10 grandparented positions included in the MOU may be made by the University of New Brunswick only for one (1) of the following purposes:

- a) to appoint a suitable qualified person to replace a nurse clinician who is on leave;
- b) to cater to specific clinical teaching needs of limited duration;
- c) to appoint persons who have retired from the University;
- d) to make appointments for such reasons as may, from time to time, be agreed upon by the Parties.

When the University of New Brunswick makes a term appointment, it shall inform the Association under Article 13.01(a) and shall state the reason as provided under the appropriate sub-section of Article 22E.05.

22E.06 Nurse clinicians other than the 10 grandparented positions agreed to in the 2006 MOU may be appointed for terms of less than one (1) academic year or less than one (1) academic term to meet specific clinical teaching, laboratory or clinical needs based on fluctuating enrolment and requirements for clinical practicums of limited duration or for other sound academic and/or budgetary reasons. The total duration of such appointments shall not exceed the greater of the equivalent of four (4) consecutive regular academic years or four (4) academic years (the equivalent of four (4) regular academic years may be spread over eight (8) years at the rate of one (1) term per regular academic year). With the written agreement of both Parties, such appointments may exceed four (4) regular academic years or four (4) academic years (or the equivalent as specified above).

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22E.07 a) Upon conversion of the 10 grandparented positions to tenure track positions, a nurse clinician holding such an appointment will be eligible to apply for tenure.

b) In the event that a nurse clinician, who is not part of the 10 grandparented positions in the 2006 MOU holding an appointment is given a probationary appointment, the probationary period shall be reduced on a year-for-year basis for any time served in the rank of nurse clinician on a term appointment.

22E.08 Probationary Appointments

The duration of a probationary appointment for persons appointed after the signing of this Collective Agreement shall normally be six (6) years, unless a shorter period was stipulated in the letter of appointment.

22E.10 Appointment Procedures for Positions Within the Bargaining Unit

The Dean shall initiate the recruitment process seeking candidates for approved positions or for positions which are expected to become vacant. The Dean shall consider the minimum academic qualifications and experience required for the rank and type of appointment which may be recommended and of the period of validity for approved vacancies.

22E.11 a) Candidates who have been offered a grandparented position with a full-time 10-month or 12-month term appointment in the Nursing Program shall have their current one year term appointment automatically converted to a three (3) year term appointment at the rank of Nurse Clinician I, Nurse Clinician II or Nurse Clinician III unless they choose to remain in the instructor stream in which case they will be given a term appointment not extending beyond 2009. For the 2006-2007 academic year only, an exception to the teaching assignment of nurse clinicians in Article 16D.02 will be permitted.

b) Candidates for appointment shall be evaluated by the Assessment Committees as set out in Article 25. All full-time Employees who are not candidates for the appointment may provide input to the Assessment Committee.

22E.12 The letter of offer of a nurse clinician appointment from the President of the University or designate, to a prospective appointee shall specify the campus, academic unit, rank, term of appointment (if appropriate), whether the appointment is renewable or not, salary, credit for previous

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experience, moving allowance, and any special applicable conditions and responsibilities which are not in conflict with this Collective Agreement. The letter shall note that the appointment is subject to approval by the Board of Governors and that the appointment will be recommended to the Board of Governors at its next meeting. The letter of offer of appointment shall enclose a copy of this Collective Agreement and shall state that the terms of employment are subject to this and any subsequent Collective Agreement between the University of New Brunswick and the Association. Information describing the applicable benefit plans shall also be enclosed.

22E.13 The best qualified Canadian applicant who meets the advertised requirements shall be offered the appointment unless no qualified Canadian who meets the advertised qualifications is available, in which case the appointment may be offered to a non-Canadian provided that such appointment is justified on the basis of superior academic or professional qualifications or expertise. The requirements shall not deliberately place Canadian applicants at a disadvantage. For the purpose of this Article, Canadian shall mean any person who is a Canadian citizen, a permanent resident or a resident holding a ministerial permit.

22E.14 In evaluating a candidate for a proposed rank, the criteria shall be the nature of the clinical and laboratory teaching to be performed, the nature of the preceptorship experience, and the record of, and/or potential for, performance of the candidate in clinical teaching. When appropriate, the record of performance of the candidate in professional activity and in university or public service, may also be considered. The evaluations shall be objectively made on sound academic grounds in relation to the appropriate standard of the University for Nurse Clinician I, Nurse Clinician II and Nurse Clinician III ranks.

22E.18 Taking into account the recommendations under Article 25BE.01, credit for previous experience may be granted on initial appointment when the proposed appointee has shown evidence of performance which meets the criteria for that rank at this University.

22E.19 When a probationary appointment commences during the first six (6) months of an academic year, the period of probation shall be considered to have commenced on the first day of that academic year. When a probationary appointment commences during the last six (6) months of an academic year, the period of probation shall be considered to have commenced on the first day of the next academic year.

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Article 23D PROBATION AND TENURE OF NURSE CLINICIANS

- 23D.01** a) During the life of this MOU, at the end of each academic year the nurse clinician shall submit a self-evaluation of his/her performance considering the professional responsibilities of the nurse clinician as set out in Articles 16 and 19D. This self-evaluation shall be submitted by June 30 to the Chairperson, or in Faculties without departments the Dean. The Chairperson (or Dean in Faculties without departments) shall discuss the self-evaluation with the nurse clinician. These informal self-evaluations and discussions shall not constitute a performance review as provided for under Article 43. Each year the Chairperson shall discuss with the Dean the performance of all nurse clinicians holding the three (3) year term appointment specified in this MOU. If the Chairperson or Dean deems necessary, he/she may consult clinical course coordinator, year coordinator and/or site coordinators with regard to the self-evaluation.
- b) **Leave without pay shall not normally be counted as service towards eligibility for tenure.**
- 23D.02** **The Dean shall notify the nurse clinician in writing of an impending automatic review not later than May 1. The nurse clinician concerned shall, upon request by the Dean, provide additional appropriate documentation not contained in the Official File, not later than September 1 of the assessment year.**
- 23D.03** **The nurse clinician shall be assessed for satisfactory progress towards meeting the criteria for tenure as set out in Article 25F using the procedures set out in Article 25B.**
- 23D.04** **In accordance with the decision of the Vice-President responsible for final decision under Article 25B.01, concerning assessment of the nurse clinician using the criteria of 25G and the procedures of 25B, the President shall recommend and the Board of Governors shall:**
- a) **terminate the appointment in those cases where the performance of the nurse clinician is clearly unsatisfactory and a further attempt by the nurse clinician to improve his/her performance towards a level consistent with tenure is deemed unlikely to be successful,**
or
- b) **grant tenure in those cases where, in the assessment under Article 23D.04 the performance of the nurse clinician clearly meets the criteria for tenure set out in Article 25G.**
- 23D.05** **Notwithstanding any other provision of this Collective Agreement, a nurse**

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clinician who was not granted tenure on an initial appointment shall not be assessed for tenure or granted tenure until he/she has served a minimum of three (3) years at the University of New Brunswick. Assessment for or grant of tenure after a shorter period shall take place only if specified in the nurse clinician's letter of appointment.

Article 25G Assessment Criteria: Nurse Clinicians

25G.01 Appointments

The criteria for assessment of appointments are as set out in Article 22E.

25G.02 Probation

The criteria for probation are as set out in Article 22 and 25G.03.

25G.03 Tenure

Considering the professional responsibilities and workload of the nurse clinician as set out in Articles 16D and 19D, respectively, the criteria for tenure are:

- a) demonstrated competence in the performance of their professional responsibilities within their area of expertise; and
- b) an acceptable record of faculty and/or departmental service; and
- c) where applicable, fulfillment of any contractual requirement to complete an MN, an MScN or equivalent degree where such requirement has been included in the offer of appointment to the nurse clinician.

25G.04 Promotion

Promotion within the Nurse Clinician category is dependent on credentials as set out in Article 22E.01.

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25G.05

General Provision

Competence in the performance of professional responsibilities of the nurse clinician shall be based on an appropriate combination of the principal duties of nurse clinicians set out in Article 16D.02. Clinical teaching competence in the nurse clinician's area of expertise shall be demonstrated by objectively documented evidence including, if available, student opinion surveys by methods approved by Senate or those approved for use by Faculty Councils, and/or Departments; contributions to the development of new clinical courses; updating of existing clinical courses; effective use of innovative clinical teaching aids and techniques; development of innovative clinical teaching aids and techniques; involvement in curriculum development; organization of field schools, laboratories or clinical practica; successful public and/or continuing education activities; external assessment by practice partners as approved by Faculty Councils and/or Departments; formal recognition by the Board of Governors as an excellent teacher; and through other equivalent accomplishments.

25G.06

Although time in service is not a criterion for tenure, in practice, at the time of the granting of tenured appointment, the period of service required will have typically been six (6) years.

25G.07

An acceptable record of academic service shall be judged on the basis of the contributions the Employee has made to academic service as set out in Article 16D.05. Consideration will be given to whether the Employee has demonstrated a willingness to contribute to the work of the Faculty and/or Department.

25G.08

Leaves of Absence

The assessment of applicants for a leave of absence without pay of six (6) months or more shall be consistent with Article 32C.

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Article 36 B – SALARY SCALES, SALARY ADJUSTMENTS, AND STIPENDS

36B.09

Salary Floors and Ceilings:

July 1, 2006

Instructor	43,220 – 55,151
Senior Instructor	51,214 – 85,376
Senior Teaching Associate	69,997 – 103,084
Lecturer	49,627 – 63,338
Assistant Professor	56,027 – 85,376
Associate Professor	69,997- 103,084
Professor	86,773 – 125,915
Librarian I	43,220 – 52,699
Librarian II	49,627 – 63,338
Librarian III	56,027 – 85,376
Librarian IV	69,997 – 103,084
Research Associate	56,027 – 85,376
Senior Research Associate	69,997 – 103,084
Nurse Clinician I ¹	43,220 – 52,699
Nurse Clinician II	49,627 – 63,338
Nurse Clinician III	56,027 – 85,376

¹ Individuals currently employed in the instructor stream converting to the nurse clinician stream who are above this ceiling shall be red circled.

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Appendix A

The following ten (10) instructors in the Faculty of Nursing have had three or more consecutive term appointments as of July 1, 2006 and shall be grandparented into the nurse clinician position.

Names removed from posted document

The following four (4) instructors in the Faculty of Nursing have had two consecutive term appointments as of July 1, 2006 and shall be granted term contracts of 10 or 12 months (as per their existing 2006 one year term contract) not to extend beyond June 30, 2009

Names removed from posted document

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For the University of New Brunswick:

For the Association of the University of New Brunswick Teachers:

Date signed:

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For the University of New Brunswick:



For the Association of the University of New Brunswick Teachers:



Date signed:


