

2019 Collective Bargaining in the Health Sector
Renewal of the 2014-2019 Nurses Bargaining Association (NBA)
Collective Agreement

Amend the collective agreement, by adding the following Memorandum of Agreement

NEW
EMPLOYED STUDENT NURSE (ESN)

WHEREAS the parties seek to:

- i. Retain graduates of local nursing programs following completion of their studies by providing job opportunities for paid experience;
- ii. Consolidate students' knowledge and skills so they are 'job ready' as new graduates;
- iii. Understand the feasibility, effectiveness and outcomes of such a process;
- iv. Facilitate the above points in a safe environment;

AND WHEREAS the *Health Professions Act*, RSBC 1996, c.183 and the British Columbia College of Nursing Professionals (BCCNP) Bylaws and Policies have been revised to provide for the employment of undergraduate nurses in health care facilities;

NOW THEREFORE, the parties agree:

1. Priority for the program will be given to undergraduate nurses who are residents of British Columbia.
2. Undergraduate nurses will be hired and utilized in a manner consistent with the British Columbia College of Nursing Professionals (BCCNP) Rules and Registration Program Policies and Standards of Practice and this Letter of Understanding.
3. Under the direction of manager or designate, undergraduate nurses will provide direct nursing care to both stable and unstable patients/clients/residents, commensurate with their level of education and training.
4. Undergraduate nurses will be considered casual employees and governed by Article 11.04 - Casual Employees except as modified, or specified otherwise below:

Article 11.04 – Casual Employees

(A) Definition:

An undergraduate nurse is a person engaged in the practice of nursing for the purpose of working as a nursing student in a health care facility during or between the terms of the Nursing Education Program, in accordance with the British Columbia College of Nursing Professionals (BCCNP) Rules and Registration Program Policies.

(B) Off Duty Rights

Does not apply.

(C) Appointment & Utilization

- (1) The Employer will provide the undergraduate nurse with a letter of appointment immediately following recruitment, clearly stating their classification, wage level, worksite, and the unit, department, or program where they will be assigned.
- (2) The Employer will provide the undergraduate nurse with a work schedule. The work schedule will be determined by the Employer, after consultation with the undergraduate nurse regarding their education program. The establishment and potential variance of the work schedule is not subject to Article 17 - Vacancy Postings, Article 25 - Work Schedules or Article 26 - Hours of Work, Meal Periods, Rest Periods.
- (3) Undergraduate nurses will be scheduled as supernumerary to the existing staffing complement for the unit, department, or program in order to facilitate a safe work experience.
- (4) The Employer will provide undergraduate nurses with orientation to the unit, department, or program to which they are assigned.
- (5) At the beginning of the annual commencement of the program, the designated NBA representative will receive a list of the undergraduate nurses, indicating undergraduate nurse's name, unit, department, or program where assigned, and manager's name.

(D) Casual Register

Does not apply.

(E) Procedure for Casual Call-In

Does not apply.

(F) Wage Entitlement

The hourly rate of pay for undergraduate nurses shall be effective the first pay period after the following dates:

- | | | |
|-----|------------------|---------|
| i. | April 1, 2018 | \$27.84 |
| ii. | February 1, 2019 | \$28.33 |

ESNs will not be eligible to receive the general wage increases in April 2020 and 2021.

(G) Benefit Entitlement

(1) Grievance and Arbitration

Where a difference arises between the parties relating to the interpretation, application, operation, or alleged violation of this memorandum during its term, the parties shall meet within fourteen (14) days and attempt to resolve the difference. Failing resolution such difference shall be referred to the British Columbia Healthcare Office of Arbitration for expedited arbitration to be held within thirty (30) days as per Article 10.02 of this Agreement.

(2) Vacation Pay and Paid Holidays

Undergraduate nurses shall receive 8.0% of their straight time pay, exclusive of all premiums, if any, in lieu of scheduled vacations and paid holidays.

(3) Other Benefits

Undergraduate nurses shall be paid any earned shift premium, overtime (as per Article 11.04(I)) and premium pay for work on a paid holiday.

The provisions of Article 56.03 - Pay Days and Article 56.04 - Statement of Wages are applicable to undergraduate nurses.

(4) Health and Welfare Coverage

No change.

(5) Benefits for Casual Employees in Temporary Appointment

Does not apply.

(H) Seniority

Seniority for undergraduate nurses is defined as the total number of hours worked by the employee at the worksite up to a maximum of the annual full-time equivalent (1950)-hours per year.

Undergraduate nurses, while receiving workers' compensation benefits (wage loss replacement and rehabilitation benefits) will, upon return to work, be credited with seniority . This credit will be based on the number of hours worked as a undergraduate nurses during the twelve (12) month period preceding the date of illness or accident, calculated as follows:

1. Determine the number of hours worked in the twelve (12) month period.
2. Divide by 52 weeks.
3. Multiply by the number of weeks on approved workers' compensation benefits (wage loss replacement and rehabilitation benefits).

If an undergraduate nurse has been with the Employer for less than twelve (12) months preceding the date of illness or accident, then this shorter period will form the basis of the calculation.

Undergraduate nurses cannot use their seniority to bid into, or otherwise access, positions in the bargaining unit prior to graduation .

Notwithstanding the above, within twelve (12) months of graduation they may use their seniority to post on nurse positions in the bargaining unit with the same Employer.