

Sixth Part-time Collective Agreement

Between

MOUNT ALLISON UNIVERSITY

And

THE MOUNT ALLISON FACULTY  
ASSOCIATION

2019 – 2024

As amended December 2021

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- i) The word 'employee' is defined in the agreement between Mount Allison University and the Mount Allison Faculty Association (Full-Time Faculty Bargaining Unit).
- j) The words 'intellectual property' refer to any result of intellectual or artistic activity that is created by a Part-time Employee and can be owned by a person. Intellectual property includes all works that can be protected under patent, copyright, trademark, or other equivalent legislation.
- k) The words 'Long-Term Continuing Appointment' (LTCA) refer to the position of a Part-time Employee who is employed in a three (3) year, renewable appointment to teach at Mount Allison.
- l) The words 'manager of a Part-time Teacher's work unit' refer to the Dean for a Department or Program, the University Librarian for the libraries and archives, or the person designated by the Employer to be the manager for any other work unit.
- m) The words 'Part-time Employee' refer to a person who is employed on a part-time basis by the Employer and who by virtue of such employment teaches or team-teaches on a per-course basis at least one Mount Allison University degree credit course, or non-credit academic course, save and except those at or above the rank of Assistant Dean, the University Librarian, the Dean of Students, the Controller, Mount Allison students, and those who are excluded from the Bargaining Unit by the terms of the *Industrial Relations Act*.
- n) The words 'Part-time Faculty Member' refer to a Part-time Employee who is employed to teach a Mount Allison University degree credit course.
- o) The words 'Part-time Teacher' refer to a Part-time Employee who is employed to teach a Mount Allison University non-credit academic course.
- p) The word 'Parties' refers to the Employer and the Union.
- q) The word 'Party' refers to one of the Parties.
- r) The word 'President', where it is not qualified, refers to the President of the University.
- s) The word 'Program' refers to any interdisciplinary academic program with eponymous courses that is administered by a director instead of a Department head.
- t) The words 'salary scale floor' refer to the annual salary at step 1 for a full-time Assistant Professor.
- u) The word 'Senate' refers to the Senate of the University.
- v) The words 'University Librarian' refer to the professional librarian acting as chief administrative officer of the University's libraries and archives.

## **Article 2 - Recognition**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for Part-time Employees.

## **Article 3 - Amendments to the Mount Allison University Act**

- 3.01 Part-time Employees are hereby advised that there is an article in the Union's collective agreement with the Employer covering librarians and full-time faculty that deals with amendments to the *Mount Allison University Act, 1993*. See Article 3 of that collective agreement for more information.

**Article 4 - Management Rights**

4.01 The Employer retains all powers consistent with the terms of *The Mount Allison University Act, 1993*



## **Article 7 - Department or Program Evaluation**

- 7.01 For the purpose of this article the words 'academic unit' refer to any group of employees and Part-time Employees providing teaching, academic supervision, or academic guidance of students or performing duties in the operation of the library that includes a member or members of the bargaining unit. Academic units include but are not limited to departments, programs, the library, or a teacher's work unit.
- 7.02 The Employer may evaluate an academic unit following Policy 5900, dated 10 December 2015, or as may be amended by Senate.
- 7.03 Any review under this policy shall involve an assessment of the work of an academic unit as a whole, as distinguished from the evaluation of the performances of individual Part-time Employees as provided for in Article 14.
- 7.04 The Employer will provide the Union with a copy of the external review report within ten (10) days of the report first being provided to the academic unit.
- 7.05 The Employer will provide the Union with a copy of the self-study and any response prepared by the academic unit within ten (10) days of these documents having been presented to Senate.

## **Article 8 – Correspondence**

- 8.01 Unless other means are specifically provided for in the Agreement, all correspondence between the Union and the Employer arising out of the Agreement or incidental thereto, shall pass between the President of the Union or designate and the President or designate.
- 8.02 Unless other means are specifically provided for in the Agreement, email, the internal mail service of the Employer, or personal delivery, shall be the regular means for delivery of correspondence between the Union and the Employer.
- 8.03 If the internal mail service is used for such correspondence, delivery shall be deemed to occur two (2) Days after deposit in the internal mail service, unless it is established that the correspondence was not received or was received at some other time.

## **Article 9 - Academic and Intellectual Freedom and Privacy Rights**

### **Academic and Intellectual Freedom**

- 9.01 The common good of society depends upon the search for knowledge and its free exposition. Academic freedom in universities is essential to both these purposes in the fulfillment of a Part-time Employee's professional responsibilities, which are specified in Clause 12.01 of this Agreement. The Parties agree that they will not infringe or abridge the academic freedom of any member of the Bargaining Unit. Members of the Bargaining Unit are entitled, regardless of prescribed doctrine, to freedom in carrying out research and creative activity, and in publishing the results thereof; freedom of teaching and of discussion; freedom to criticize the University and the Faculty Association, except that this freedom does not diminish the Part-time Employee's responsibilities under any other employment relationship the Part-time Employee may have with the University; and freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual. Rather, academic freedom makes commitment possible. Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge, and with due regard for the rights of others. Freedom in teaching necessarily



includes the freedom of a Part-time Employee to determine pedagogy, and the use of those teaching and support materials which the Part-time Employee believes to be appropriate.

### Privacy Rights

9.02 Part-time Employees have the custody and control of their professional materials, including but not limited to materials connected to teaching, research, creative activity, librarianship, and service.

9.03 Mail, telephone, e-mail, internet and other similar services provided to Part-time Employees by the Employer are provided for the purpose of assisting Part-time Employees in the performance of their professional responsibilities to the Employer.

9.04 Therefore, subject to the next sentence, Part-time Employees will not use these services except in the performance of their professional responsibilities. The occasional mailing of personal letters at their own expense, use of telephone services at no expense to the Employer, receiving and sending personal e-mail messages, and use of the Internet for personal reasons will not be a violation of this clause absent advance notification from the Employer that either the quantity or nature of the usage constitutes a violation. In no case will these services be used by Part-time Employees for commercial reasons except in the performance of their professional responsibilities to the Employer.

9.05 The Employer recognizes that Part-time Employees have the right to privacy in the contents of their personal and professional communications as they are being made using University services, and in the contents of the filthamunE4TJ0 Tc 0 Tw 15.3482e f1 (i)2.6 (t)-6C (

Student Affairs, a Dean, or a University Librarian, excluding those in an acting capacity.

- b) The Union shall have the right to appoint one of the Part-time Employee representatives on any search committee or re-appointment advisory committee for a Provost and Vice President, Academic and Research, a Vice-President, International and Student Affairs, a Dean, or a University Librarian, excluding those in an acting capacity.
- c) The Employer agrees to solicit and consider the views of Part-time Employees in these search or renewal processes.

#### Conflicts of Interest

10.03 For the purposes of this article, a person shall be deemed to have a conflict of interest when that person has an immediate marital, familial, sexual or financial relationship with an employee or Part-time







Vice-President, Academic and Research or, in the case of a Part-time Teacher, the Director of Human Resources.

- 13.07 Except when material is placed in the official file as requested by a Part-time Employee or as required by the Agreement, Part-time Employees will be notified when material is placed in their official file and will be given twenty (20) Days from the date of notification to respond thereto before this material is used for the purposes of the Employer.
- 13.08 No material will be taken from a Part-time Employee's official file and made available to a third party without the consent of the Part-time Employee, unless the law requires that the material be provided to a third party in which case the Part-time Employee will be notified, or unless the Agreement requires that the material be provided to a third party.
- 13.09
  - a) A Part-time Employee's official file shall contain one copy of the Part-time Employee's *curriculum vitae* supplied by the Part-time Employee.
  - b) Part-time Employees may submit an updated *curriculum vitae* to their official file at any time.
  - c) When a Part-time Employee submit an updated *curriculum vitae* for their official file, any previous *curriculum vitae* that is in the file shall be removed and destroyed.

September 1, with notification of the right to file a response thereto pursuant to Clause 14.06, even if the Part-time Employee is no longer employed by the University.

14.06 Part-time Employees may submit a written response to their own evaluation if they feel that it is

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- c) The Employer shall place such postings on the Human Resources Employment opportunity website for at least ten (10) Days prior to the application deadline, and may advertise the positions externally.
  - d) Human Resources shall forward a copy of the posting to the Union at the same time as it is posted.
- 16.03 If a position becomes available within two (2) weeks before the beginning of the term or after the commencement of the term, an appointment may be made without posting the position.

### Appointments

- 16.04 The Part-time Appointment Committee shall assess candidates in accordance with the following criteria, if applicable:
- i) the requisite academic qualifications;
  - ii) satisfactory record of teaching;
  - iii) teaching experience in the posted course or a similar course or courses; and
  - iv) any other relevant qualifications.
- 16.05 In the case of a Part-time Faculty Member, the Part-time Appointment Committee shall recommend to the Dean that a given candidate, or the given candidates in the case of team-taught courses, or any one from a group of candidates, be offered the appointment. Either may recommend that no candidate from the list of candidates be offered the appointment. More than one recommendation may be made, and a recommendation may include more than one name or group of names listed in order of preference. The Employer shall decide which candidate, if any, shall be offered the appointment. If the Employer does not intend to appoint the person recommended by the Part-time Appointment Committee, the Committee will be informed in writing of the intended decision and the reasons for the intended decision and will be given five (5) Days for further input before the final decision is made.
- 16.06 Letters of appointment shall specify the terms of employment, including
- i) the Department or work unit for which the course(s) will be taught;
  - ii) the title and number of each course;
  - iii) the salary;
  - iv) the date on which each course begins and the duration of each course;
  - v) the date upon which the appointment begins and the duration of the appointment;
  - vi) the deemed hours of work for EI;
  - vii) the city (cities) or town(s) where the course(s) will be taught;
  - viii) if applicable, and to the extent known when the appointment is made, the teaching schedule(s); and
  - ix) additional responsibilities as assigned (if any).
- Contracts for Part-time Faculty Members for the Fall term shall normally commence August 16 and end December 31 of that academic year. Contracts for Part-time Faculty Members for the Winter term shall normally commence December 16 and end April 30 of that academic year. Contracts for Part-time Faculty Members for the Spring/Summer term shall normally begin two weeks before the first day of classes in the term and shall normally extend to the last day of the month in which classes end.
- 16.07 The Employer shall normally send the letter of appointment before classes begin, but in no case later than five (5) Days after the first day of classes.
- 16.08 The Employer shall include with the letter of appointment for the Part-time Employee's first appointment a copy of this Agreement.
- 16.09 The Employer shall send the Union a copy of the letter of appointment within ten (10) Days of receipt of the acceptance by the Part-time Employee.

- 16.10 The Employer shall inform the Union within five (5) Days of its cancellation of any cancelled course for which a cancellation fee will be paid.
- 16.11 Any individual who is a Part-time Employee in the current Academic Year, or who was a Part-time Employee in the previous Academic Year, and who meets the minimum academic qualifications for the position shall have

- e) The department head or program director will inform Part-time Continuing Employees of the courses for which they will have first right of appointment (FRA) for the academic year by June 30.
- f) Whenever part-time positions are created for the teaching of courses on this list, the Part-time Employee shall have the right of first appointment for up to four (4) listed courses in the Fall and Winter terms.
- g) Where two or more Part-time Employees propose to exer



18.10 Should the Employer conclude during the term of such an appointment, after consulting with all the employees and Part-time Employees in the department or program concerned, that a department head's or program director's performance as head or as program director is not satisfactory, the Employer may terminate the head's or program director's appointment before the end of the term. The decision to terminate a head's or program director's appointment shall be based on evidence that the head or program director is not completing duties as outlined in Clause 18.11. When such evidence exists, as brought forward by members of the department or program concerned or by the Dean, the Employer shall consult with all employees and Part-time Employees in the department or program concerned and shall appoint an acting head or acting director who will take over the headship or program director's duties until the end of the academic year.

#### Duties of Department Heads and Program Directors

18.11 The duties of a department head or program director shall include

- i) advising the Dean in matters pertaining to the department or program,
- ii) ensuring the orderly, effective, and efficient operation of the department or program,
- iii) representing the department or program where appropriate, and
- iv) calling and chairing meetings of the department or program.

18.12 Deans shall encourage department heads and program directors to present, whenever they are representing their departments or programs, the views of their departments or programs as determined through consultation with all department or program membe,

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unused sick leave credits for new disabilities or for a reoccurrence of the former disability.

- 25.04 The Employer will grant a leave with regular salary and benefits to Part-time Employees summoned to be a juror or subpoenaed to be a witness for the periods requiring absence from the University. The Part-time Employee will advise the Employer immediately when summoned or subpoenaed and when the Part-time Employee knows of the periods during which absences will be required. The Part-time Employee will cooperate with the Employer in an effort to avoid undue interruption of the Part-time Employee's responsibilities to students.
- 25.05 The Employer may grant leaves of absence with or without pay and other benefits in circumstances not covered explicitly by the Agreement.

### **Article 26 - Vacations**

- 26.01 Statutory vacation pay is included in the stipend(s) provided for in Article 30.

### **Article 27 - Holidays**

- 27.01 The following, if they fall within the period of a Part-time Employee's period of employment, shall constitute holidays for all Part-time Employees:
- i) Family Day;
  - ii) Good Friday;
  - iii) Victoria Day;
  - iv) Canada Day, unless it falls on a weekend in which case the holiday will be the subsequent Monday;
  - v) New Brunswick Day;
  - vi) Labour Day;
  - vii) Thanksgiving Day;
  - viii) Remembrance Day, unless that day is a Saturday or Sunday, in which case the holiday will be on either the preceding Friday or the following Monday (as determined by the University's academic schedule);
  - ix) All days from December 24 to January 1 inclusive; and
  - x) December 23 when it is a Monday, Wednesday, Thursday or Friday and January 2 when it is a Tuesday, Wednesday, Thursday or Friday.
- 27.02 The Employer shall not schedule classes for a Part-time Employee on a holiday.

### **Article 28 - Benefit Plans and Policies**

- 28.01 a) If Part-time Employees are required to travel fifty (50) kilometres or more one way to teach their course, they shall be provided with a travel allowance, calculated and paid in accordance with the University policy "*Travel Allowances for Part-time Academic Staff.*" Changes to the policy will only be made after consultation with the Union.
- b) A Part-time Employee who is offered appointments to teach at least two (2) three (3

than once every three(3) Academic Years. Part-time Employees who hold continuing appointments under Article 17 are not eligible for reimbursement for relocation expenses.

- 28.02 The Employer has insurance policies which, subject to their terms and conditions, provide errors and omissions liability, professional liability and general liability coverage for Part-time Employees while they are acting on behalf of the Employer. The Employer shall maintain policies which provide such coverage for Part-time Employees during the term of this Agreement but reserves the right to make adjustments to these policies that in its opinion or in the opinion of the insurers are advisable for any reason. The Employer will defend and indemnify any Part-time Employee accused of defamation, by a person or party internal or external to the institution where the alleged defamation arises while the Part-time Employee was acting on behalf of the Employer in relation to the performance of professional responsibilities.
- 28.03 a) A Part-time Employee with pensionable earnings under this clause shall be eligible to join the Pension Plan for Faculty Members, Librarians and Senior Administrative Officers of Mount Allison University.
- b) Part-time earnings shall be pensionable under the Mount Allison defined contribution pension plan for employees and Part-time Employees based on the following process. The earnings of a Part-time Employee, including those who are also Full-time employees, qualify for pensionable status on the January 1 after having been employed during the previous calendar year and having earned, as a Part-time Employee, at least thirty percent (30%) of the Year's Maximum Pensionable Earnings during the previous calendar year immediately preceding the January 1.
- 28.04 a) The Employer shall grant a tuition fee discount to Part-time Employees who hold a part-time continuing appointment under Article 17 and who are not otherwise employed full-time by the University. This discount shall apply to tuition fees for Mount Allison University credit courses for eligible Part-time Employees, their spouses,dfmpltg.002 Tc 0.n( t)-6.6 (he)10.65w

- of that Part-time Employee's gross salary up to a maximum of fifteen hundred dollars (\$1500) per academic year.
- b) The Employer shall provide a Health Spending Account (HSA) for each other eligible Part-time Employee to which the Employer shall contribute four percent (4%) of a Part-time Employee's gross salary. This payment shall not be made if the Part-time Employee is otherwise employed full-time by the University.
  - c) The HSA shall be administered in accordance with the document "*Procedures for the Health Spending Account for Part-time Employees*" dated November 24, 2016 and as may be revised from time to time with the agreement of both Parties. A Part-time Employee may opt out of the HSA and instead receive future payments as taxable income by informing the Employer in writing of such a decision. A Part-time Employee who has opted out of the HSA shall have the option to opt back into the HSA effective July 1 of the next benefit year by providing at least two weeks written notice to the Human Resources Department.

### **Article 29 - Employment Related Expenses**

29.01 The Employer shall create a fund each Academic Year in the amount of thirty per cent (30%) of the salary scale floor. Half of this fund shall be allocated to the purposes specified in Clause 29.01 i) and half shall be allocated to the purposes specified in Clause 29.01 ii). Of those funds allocated to the purposes specified in Clause 29.01 ii), approximately half shall be allocated in the fall term and half in the winter term. Part-time Employees, excluding those who may be at the same time employees, may access money from this fund as follows:

- i) In each academic year an eligible Part-time Employee shall be reimbursed for professional expenses up to \$250 for
  - a) the purchase of books, journals, and equipment,
  - b) the payment of training fees, tuition fees, and membership fees,
  - c) the payment of travel expenses, and
  - d) any reasonable teaching-related expenses including the purchase of computer software.

On the request of the Union, the Employer will provide the Union once each fiscal year with the total amount paid from funds allocated for these professional expenses.
- ii) Any eligible Part-time Employee may apply to the Provost and Vice-President, Academic and Research, with a copy to the Union and to the Dean, or, in the case of a Part-time Teacher, the manager of the work unit,



- b) the expense must have been incurred to support the discharging of the Part-time Employee's professional activities and responsibilities.
- iv)









### Designated Grievance Officer

36.05 The Employer shall have a Designated Grievance Officer and shall inform the Union whenever a new Officer is appointed.

### Points of Access to Procedure

- 36.06 a) Individual grievances shall be initiated at step 1 of the grievance procedure with the exception of individual grievances which involve the application of discipline which shall be initiated at step 2.
- b) Any step or steps of the grievance procedure may be bypassed with the written agreement of the Parties.

### Individual Grievances

36.07 a) Step 1

- i) A grievance shall be forwarded to the Dean, or the manager of a Part-time Teacher's work unit, within twenty-five (25) Days of the date the events giving rise to the grievance occurred or within twenty-five (25) Days of the date upon which the grievor knew or ought to have known of the events giving rise to the grievance.
- ii) No later than ten (10) Days following receipt of the grievance, the Dean, or the manager of a Part-time Teacher's work unit, shall meet with the Union representative, who may be accompanied by the grievor, and shall make every attempt to resolve the grievance. The Dean, or the manager of a Part-time Teacher's work unit, shall convey the disposition of the grievance in writing on letterhead to the grievor and the Union within five (5) Days of the meeting.

b) Step 2

- i) If the grievance is not resolved at step 1 or if the Dean, or the manager of a Part-time Teacher's work unit, fails to respond within fifteen (15) Days of receipt of the grievance, the grievor may within a further ten (10) Days submit the grievance to the Employer's Designated Grievance Officer.
- ii) Grievances initiated at step 2 shall be so initiated within twenty-five (25) Days of the date the events giving rise to the grievance occurred or within twenty-five (25) Days of the date upon which the grievor knew or ought to have known of the events giving rise to the grievance, whichever is later.
- iii) Within ten (10) Days of receiving the grievance, the Employer's Designated Grievance Officer shall meet with the Union representative, who may be accompanied by the grievor, and shall make every attempt to resolve the grievance. Within ten (10) Days of this meeting, the Employer's Designated Grievance Officer shall inform the grievor and the Union, in writing on letterhead, of the disposition of the grievance.

### Union Grievance

36.08 The Union may grieve against the Employer by forwarding a grievance in writing on letterhead to the President within twenty (20) Days of the date the events giving rise to the grievance occurred or within twenty (20) Days of the date upon which the Union knew or ought to have known of the events giving rise to the grievance. No later than ten (10) Days following receipt of the grievance, the Employer's Designated Grievance Officer shall meet with the Union and shall make every attempt to resolve the grievance. The Employer's Designated Grievance Officer shall convey the reply to the grievance within five (5) Days from the meeting.

### Employer Grievances

36.09 The Employer may grieve against the Union by forwarding a grievance in writing on letterhead to the President of the Union within twenty (20) Days of the date the events giving rise to the grievance occurred or within twenty (20) Days of the date upon which the Employer knew or ought to have known of the events giving rise to the grievance. No later than ten (10) Days following receipt of the grievance, the President of the Union or designate shall meet with the Employer and shall make every attempt to resolve the grievance. The President of the Union or designate shall convey the reply to the grievance within five (5) Days from the meeting.

### Arbitration

36.10 No matter may be submitted to arbitration which has not been properly carried through all steps of the grievance procedure as set out above.

### Appointment of Arbitrators

36.11 If either the Employer or the Union wishes to refer a matter to arbitration, it shall, within ten (10) Days of the date on which the grievor received or should have received the





40.04 Where notice is given as provided in Clause 40.02 the Agreement shall continue in force until a new agreement is signed, or the right to strike or lock-out accrues under the *Industrial Relations Act*, or one (1) year has passed, whichever first occurs.

SIGNED at Sackville, in the County of Westmorland and Province of New Brunswick, this  
\_\_\_ day of \_\_\_\_\_, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

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George Cooper, Chair  
Board of Regents

---

Matthew Litvak  
President

---

Jean Paul Boudreau  
President

---

Stephen Law  
Chief Negotiator

---

Neil MacEachern  
Chief Negotiator

---

Geoff Martin  
Executive Director

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Katherine DeVere Pettigrew  
Director of Human Resources

MEMORANDUM OF AGREEMENT #1

This Memorandum of Agreement forms part of the Collective Agreement between Mount Allison University and the Mount Allison Faculty Association.

York Street Children's Centre

The Employer shall continue to maintain the facility for the York Street Children's Centre. By March 15 of each year of the Agreement, the Employer shall provide an annual donation to the York Street Children's Centre of \$3 for every \$1 donated by employees and Part-time Employees up to a total donation of \$7500 per year from the Employer. For the purpose of calculating this donation, by March 1 the Union shall provide the Employer with information regarding the amount of donations made by employees to the York Street Children's Centre over the previous twelve (12) months. In addition, by March 15, 2020, the Employer shall make a donation of \$5000 to the York Street Children's Centre.

Agreed:

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
MAFA

\_\_\_\_\_  
Date

## MEMORANDUM OF AGREEMENT #2

This Memorandum of Agreement forms part of the Collective Agreement between Mount Allison University and the Mount Allison Faculty Association.

### Legal Representation

The parties agree to establish a joint committee by May 15, 2020 consisting of two (2) representatives of the Union and two (2) representatives of the Employer with the following objectives:

1. To identify issues regarding legal representation affecting members of the Union.
2. To recommend improvements in policies a

MEMORANDUM OF AGREEMENT #3

This Memorandum of Agreement forms part of the Collective Agreement between Mount Allison University and the Mount Allison Faculty Association.

Research Administration

The parties agree to establish a joint research administration review committee by May 15, 2020 consisting of two (2) representatives of the Union and two (2) representatives of the Employer with the following objectives:

1. To identify issues regarding research administration.
2. To recommend improvements in the area of research administration.

The committee shall provide a report to the parties no later than May 14, 2021.

Agreed:

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
MAFA

\_\_\_\_\_  
Date

## MEMORANDUM OF AGREEMENT #7

This Memorandum of Agreement forms part of the (2019-2022) Part-time Collective Agreement between Mount Allison University and the Mount Allison Faculty Association.

WHEREAS New Brunswick issued a Declaration of a State of Emergency and Mandatory order as a result of the increased presence of COVID-19 and its risks to the health and safety of the public;

The parties recognize that the Employer retains all powers to manage and operate without any limitations except those limitations which are set out in this MOA and the Collective Agreement of which it is a part. The Employer shall exercise its management functions in a manner that is fair, reasonable, and consistent with the provisions of this MOA and the Collective Agreement of which it is a part.

The parties commit to the review and discussion of this MOA by July 1, 2020, and the adoption of a new MOA if needed, taking into account changing circumstances and paying due regard to the continuation or termination of the Government of New Brunswick's declaration of a state of emergency under the *Emergency Measures Act*.

Agreed:

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
MAFA

\_\_\_\_\_  
Date

MEMORANDUM OF AGREEMENT #8

This Memorandum of Agreement (“MOA”) forms part of the (2019-2022) Part-time Collective Agreement between Mount Allison University and the Mount Allison Faculty Association.

WHEREAS New Brunswick issued a Declaration of a State of Emergency and Mandatory order in March 2020 as a result of the increased presence of COVID-19 and its risks to the health and safety of the public;

WHEREAS the state of emergency and pandemic is certain to have effects into the 2020-21 academic year;

Mount Allison University and the Mount Allison Faculty Association (‘the parties’) agree as follows:

1. That notwithstanding Part-time Clause 29.02, the 2020 deadline for the submission of research stipend applications will be September 15<sup>th</sup> and the deadline for the notification of a Part-Time Employee by the Provost and Vice-President, Academic and Research shall be November 15, 2020.
2. That notwithstanding Part-time Articles 16 and 17, in future hiring, continuing appointment, and long-term continuing appointment processes, due regard will be given to the challenges Part-time Employees may have in the 2019-20 and 2020-21 academic years, in their performance in teaching as the result of COVID-19.

Agreed:

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
MAFA

\_\_\_\_\_  
Date



## MEMORANDUM OF AGREEMENT #9

This Memorandum of Agreement (“MOA”) forms part of the (2019-2022) Part-Time Collective Agreement between Mount Allison University and the Mount Allison Faculty Association (“The Parties”).

**WHEREAS** New Brunswick issued a Declaration of a State of Emergency and Mandatory order on March 19, 2020 due to the pandemic, the circumstances of which continues to have effects into the 2021-22 academic year;

The Parties agree as follows:

1. Notwithstanding article 29.01 i), Part-Time employees unable to use their allocation for professional expenses from the 2019-20 and 2020-21 academic years can carry over the unused balance to the 2021-22 academic year only, subject to the requirements in 29.01 iii).
2. Part-Time employees who received funding under article 29.01 ii) for expenses in the 2019-20 or 2020-21 academic years can carry over the funding for a similar activity in the 2021-22 academic year only, subject to the requirements in part-time article 29.01 iii). The Employer shall not unreasonably withhold its consent to the part-time Employee’s proposal of a similar activity. The Employer will ultimately decide whether the activity is similar to qualify for the carry over exception.
3. Notwithstanding article 30.01(a), the Employer will provide an additional two-hundred (200) dollar payment for each course taught by a Part-Time Faculty Member in the Fall and Winter sessions of the 2020-2021 Academic Year. This payment will be considered employment income for tax purposes.
4. The Employer will also provide a one-time payment of two-hundred (200) dollars to any Part-Time Faculty Member who participated in an online teaching professional development workshop or seminar (including internal) held from March 19, 2020 to December 31, 2020 in preparation for their Fall/Winter teaching. Part-Time Faculty Members will apply for this payment using the attached form. This payment will be considered employment income for tax purposes.
5. The terms of this agreement do not apply to 0.002 Tc3 (d)2.6 (l)2.6 (ar)-62.6 (o)]7 (i)2.6 (39002 Tc 0.018 T

