

MEMORANDUM OF AGREEMENT #7

This Memorandum of Agreement forms part of the (2019-2022) Full-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;

WHEREAS in-person instruction has been suspended for the duration of the Winter 2020 term, and faculty have been advised to determine the best ways to bring their teaching for the Winter 2020 term to a conclusion, including modifying course requirements and course delivery;

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

That no full-time member will be disciplined by the employer for actions taken in good faith in the modification of the requirements or mode of delivery of their courses to bring their teaching to a successful conclusion in the Winter 2020 term and during any continuation of the state of emergency;

That no full-time member will be disciplined for actions taken in good faith in the modification of library or archival services associated with the suspension of in-person instruction and regular modes of delivery of library and archival services during the Winter 2020 term and during any continuation of the state of emergency;

That no full-time member will be disciplined for refusing to work on campus during the Winter 2020 term and during any continuation of the state of emergency in compliance with Policy 24-015 issued by WorkSafe New Brunswick and their update on COVID-19 dated March 19, 2020;

To suspend the obligation of full-time members seeking tenure or promotion to Professor to submit data from student surveys for courses offered during the Winter 2020 term, notwithstanding full-time Clause 17.16 v), Clause 17.34 v) and the provisions of Appendix B;

To extend the deadline for expenditure of Professional Expense Reimbursement Accounts (PERA) and Research, Travel and Entertainment (RTE) accounts, notwithstanding the provision of full-time Clause 29.08 iii), so that any funds scheduled to expire if unused on June 30, 2020 will be available to members for reimbursement until June 30, 2021;

That full-time members will be able to use PERA, RTE and other similar institutional funds to bear the costs of cancellation of travel and other professional costs during the pandemic, where applicable;

That full-time members on full-year or winter sabbaticals shall be eligible for expense reimbursement from unused Sabbatical Reimbursement account balances until June 30, 2021, notwithstanding full-time Clause 23.24 c);

The parties recognize that full-time faculty members may provide students with an added and unusual level of intellectual property in the process of bringing courses to an end through alternative delivery. The Parties recognize that faculty members retain intellectual property rights to all of their course materials as outlined in the full-time Collective Agreement. The

parties agree that the Employer has advised students of the need to respect the intellectual property and privacy of faculty members and of their peers through the e-mail sent to students@mta.ca by the Provost on March 28, 2020.

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