

MEMORANDUM OF AGREEMENT #4

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;

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 part-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 part-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 part-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;

That the parties agree that notwithstanding part-time Clause 29.01 i), part-time employees who are unable to use their allocation for professional expenses are entitled to carry over the unused balance to the 2020-21 academic year, subject to the requirements in 29.01 iii). The parties further agree that those part-time employees who received funding under part-time Clause 29.01 ii) for expenses in the 2019-20 academic year are entitled to carry over the funding for a similar activity in the 2020-21 academic year, subject to the requirements in part-time Clause 29.01 iii). The Employer shall not unreasonably withhold its consent to the part-time Employee's proposal of a similar activity.

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

The parties recognize that part-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 part-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