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MEMORANDUM OF AGREEMENT #2

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

Clause 28.05 b) in the Part-time Collective Agreement shall be changed as indicated below. The on-line electronic version of the Collective Agreement shall be revised accordingly.

- 28.05 a) In respect of the period July 1, 2016 to June 30, 2017, the Employer shall pay Part-time Employees who are not otherwise employed full-time by the University three percent (3%) of gross salary in lieu of other benefits.
- b) Effective July 1, 2017, the Employer shall establish a Health Spending Account (HSA) for each eligible Part-time Employee to which the Employer shall contribute three percent (3%) of a Part-time Employee's gross salary. This amount shall increase to four percent (4%) on July 1, 2018. This payment shall not be made if the Part-time Employee is otherwise employed full-time by the University. 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 ~~with twelve (12) months~~ effective July 1 of the next benefit year by providing at least two weeks written notice to the Human Resources Department. ✓

Agreed:

8 June 2017
Date

20 Jun 2017
Date

Original signed

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MEMORANDUM OF AGREEMENT # 6

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

Clauses 14.06, 14.13, 16.33 and 19.24 in the Full-time Collective Agreement shall be changed as follows.

The on-line electronic version of the Collective Agreement shall be revised and an announcement of the revisions sent to the members of the Association.

- 14.06 Employees with appointments of longer than one (1) academic year shall meet with a Reviewer for a career development review according to the following schedule:
- i) each academic year for employees with probationary appointments or term appointments longer than one (1) academic year.
 - ii) every other academic year for employees with tenure.
 - iii) notwithstanding 14.06 ii), an employee with a tenured appointment who wishes to have a career development review and who informs the Reviewer and submits materials according to the timeline specified in Clause 14.07 shall be reviewed in that year.

Employees who have signed a retirement agreement or have declared their intention to retire under Article 31.02 or Article 31.05 shall not be required to submit an activity report and participate in a career development review. Such employees may serve as Reviewers under Article 14.05.

- 14.13 a) Each employee with a probationary appointment shall be evaluated by the Dean or University Librarian each year on the basis of the areas set forth in Article 12 and elaborated by Clauses 17.09 and 17.10 for faculty members and Clauses 20.09 and 20.10 for librarians.
- b) The following employees shall not be evaluated:
- i) employees who have been granted tenure and who shall begin a tenured appointment on July 1 immediately following the academic year in which she/he was considered for tenure
 - ii) employees who have been on leave of absence, pursuant to Article 25, of thirteen (13) weeks or longer or, in the case of leaves of shorter duration, as determined by the Provost and Vice-President, Academic and Research in consultation with the Union on a case-by-case basis.
- c) Notwithstanding Clause 14.13 b) an employee who requests an evaluation in writing before May 15 shall be evaluated.

- 16.33 Letters of appointment shall state the following conditions of employment:

- i) the type of appointment;
- ii) the unit to which the appointee will be assigned,
- iii) the number of weekly hours,
- iv) the scheduled contact hours,
- v) the salary; and
- vi) the pension and other benefits available to the appointee.

A copy of the Agreement shall be included with such letters.

19.24 Letters of appointment shall state the following conditions of employment:

- i) the rank at which the appointment is to be made;
- ii) the type of appointment;
- iii) the library department to which the appointee will be assigned;
- iv) the salary;
- v) the market differential component of the salary, if any;
- vi) the start-up grant, if any;
- vii) release time, if any;
- viii) relocation expenses;
- ix) the year in which the appointee will be eligible for promotion;
- x) the length of the probationary period, if any; and
- xi) the pension and other benefits available to the appointee.

A copy of the Agreement shall be included with such letters.

March 9, 2018
Date 9 March 2018

March 21, 2018
Date

Original signed

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MEMORANDUM OF AGREEMENT # 7

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

The parties have recently disagreed about the meaning of Article 38.05 and going forward have agreed to amend Articles 1.01 j), 1.01 k), 1.01 n) and 38.05 of the Full-time Collective Agreement as follows:

- 1.01 j) The word 'Employee' refers to a member of the bargaining unit except as provided in clause 38.04
- 1.01 k) The words 'faculty member' refer to a person who is employed full-time by the Employer and who by virtue of such employment normally teaches a full course load, save and except instructors, teachers, visiting professors, assistant deans, those above the rank of assistant dean, the Dean of Students, the Director of the Computer Centre, the Director of the Ron Joyce Centre for Business Studies, and those who are excluded from the bargaining unit by the terms of the *Industrial Relations Act*. This paragraph is subject to the exceptions provided in clause 38.04
- 1.01 n) The word 'librarian' refers to a person who is employed and classified by the Employer as a professional librarian or as a professional archivist; save and except the University Librarian, and those who are excluded from the bargaining unit by the terms of the *Industrial Relations Act*. This paragraph is subject to the exceptions provided in clause 38.04.
- 38.05 Notwithstanding any other provisions of the Agreement, employees who are serving as members of the Board continue to be faculty members or librarians, as the case may be, and the full terms of the Agreement continue to apply to these employees, without limitation

The on-line electronic version of the Collective Agreement shall be revised and the Employer shall announce the revisions to the members of the Association.

Agreed:

1.0.

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Date November 26, 2018
November 26, 2018

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Date December 3, 2018

Original signed

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