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Article 4 - Management Rights

4.01 The Employer retains all powers consistent with the terms of The Mount Allison University Act, 1993, as amended, to manage and operate without any limitations except those limitations which are set out in the Agreement. The Employer shall exercise its management functions in a manner that is fair, reasonable, and consistent with the provisions of this Agreement.

4.02

with release time for the President of the Union and others, exchange of briefs between the Union and the Employer before representation is made to any government agency, and notification about meetings of the Board and its committees. See clauses 5.12 to 5.15 of that collective agreement for more information.

- 5.13 In September of each year, the Employer will provide the Union with a list of Part-time Employees on part-time continuing appointment, and the course(s) they are teaching.
- 5.14 By March 1 of each year, the Employer shall provide the Union with a list of the part-time earnings of Union members for the previous calendar year.
- 5.15 If the Union designates a Part-time Employee for release under Clause 5.12 a) or b)







- 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





Teaching Duties

12.02

If a Part-time Employee assigned a course under Clause 17.06, Courses that do not yet appear in the timetable, the Department

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 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.

Article 14 - Evaluations

- 14.01 A Part-time Employee may be evaluated each Academic Year by the Dean or, in the case of a Part-time Teacher, the manager of the Part-time Employee, on the basis of the areas set forth in Article 12. The Dean or manager shall provide any Part-time Employee with notice of the intention to evaluate at least two (2) weeks in advance of the first teaching term of that Part-time Employee in any academic year. A copy of this notice shall be sent to the head, program director, or Head Teacher, and a copy of this notice shall be sent to the Union. On the basis of a request submitted by a Part-time Employee before May 31, any Part-time Employee shall be evaluated in the current academic year.
- 14.02 If any Part-time Employees are being evaluated, they shall provide the Dean and their Department head or manager and Head Teacher, prior to the end of June in each year, information they would like to have taken into consideration in their evaluation or assessment.
- 14.03
  - a) If a Part-time Employee is being evaluated, the department head, program director, or Head Teacher shall provide the Dean or manager, with a copy to the Part-time Employee, by July 31, with a written assessment concerning that Part-time Faculty member's professional responsibilities to the Employer.
  - b) If the Dean or, in the case of a Part-time Employee, the manager of the Part-time unit, decides additional information is needed before an evaluation may be completed, the Dean or manager shall consult with the Part-time Employee in writing, with a copy to the Union, to request additional information. A copy of this request shall not be placed in the official file of the Part-time Employee. The Part-time Employee shall respond to the request within fifteen (15) days of the date the request was made.
- 14.04 An evaluation shall state whether a Part-time Employee's performance was satisfactory or not satisfactory and provide the reasons for the determination of satisfactory or unsatisfactory for each of the Part-time Employee's professional responsibilities, as applicable, listed in Clause 12.01.
- 14.05 The Dean, or, in the case of a Part-time Teacher, the manager of the Part-time Employee, shall provide a copy of the evaluation to the Part-time Employee by the end of the year.

September 1, with notification of the right to file a response thereto pursuant to Clause 14.06, even if the Part-

Normally the head of a department or director of a program shall chair the Part-time Appointment Committee. In the case of interdisciplinary appointments, the heads of the Departments and the directors of the Programs concerned, after consultation with members of their Departments and Programs, shall meet to strike a Part-time Appointment Committee.

- b) Whenever a part-time position is created for the teaching of one or more non-credit academic courses in a work unit other than a Department or Program, there shall be a Part-time Appointment Committee made up of the manager of the work unit to which the appointment will be made plus two (2) persons selected by the manager. Normally, at least one (1) of these persons shall be an employee or Part-time Employee who is a member of the work unit to which the appointment will be made. If neither of the two persons selected by the manager of the work unit is an employee or Part-time Employee of the work unit to which the appointment will be made, prior to the first meeting of the Part-time Appointment Committee, the manager of the work unit shall provide the Union with the reasons for not selecting, for the Part-time Appointment Committee, an employee or Part-time Employee.

### Posting of Positions

- 16.02 a) All positions to be filled by Part-time Employees, other than positions for which a department or program is recommending that the position be offered to a Part-time Employee on a part-time continuing appointment in accordance with Clause 17.06 of this Agreement or positions which are to be filled by librarians or by full-time faculty members in accordance with Clause 12.13 of the Full-time Collective Agreement, shall be posted. The posting shall be drafted by the Part-time Appointment Committee and forwarded to the Dean except postings for non-credit academic courses in a work unit other than a Department or Program which shall be forwarded to Human Resources.
  - i) With the exception of courses in the Spring Term, degree credit courses to be taught by Part-time Faculty Members for a coming Academic Year and which require posting under this clause shall normally be posted by the previous May 1. The Employer shall make every effort to fill these positions by June 1. Other than cancellation, as in Clause 30.03, no change shall be made to these courses after July 15 without the consent of the Part-time Faculty Member concerned.
  - ii) Degree credit courses to be taught by Part-time Faculty Members in the Spring Term and which require posting under this clause shall normally be posted by March 1. Other than cancellation, as in Clause 30.03, no change shall be made to these courses after the position is filled without the consent of the Part-time Faculty Member concerned.
  - iii) Non-credit academic courses to be taught by Part-time Teachers and which require posting under this clause shall normally be posted at least eight (8) weeks before the scheduled start of the course. The Employer shall make every effort to fill these positions prior to four (4) weeks before the scheduled start of the course. Other than cancellation, as in Clause 30.03, no change shall be made after the position is filled without the consent of the Part-time Teacher concerned.
- b) The posting shall state the Department or work unit, the date of the posting, the course name(s) and number(s), starting date, time(s) and duration(s), and scheduled contact hours of the course(s), anticipated approximate class size(s), the city(cities) or town(s) in which the course(s) shall be taught, required qualifications, application deadline, and that applications and supporting documents should be directed to the Chair of the Part-time Appointment Committee.



- 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



- 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 exercise this right, the Part-time Appointment Committee shall recommend who shall be assigned the course, and the Dean shall decide.
  - h) In the case of Correspondence courses, these courses shall be assigned to Part-time Employees with Continuing Appointments or Long Term Continuing Appointments without regard for the course limits established in this clause.
- 17.07 A continuing appointment shall terminate automatically if the Part-time Employee has not taught any course, including correspondence courses, over a period of three (3) consecutive Academic Years.
- 17.08 A Part-time Employee who, after receiving a part-time continuing appointment, has subsequently taught two (2) or more courses in each year for three (3) academic years with a consistent and satisfactory performance in teaching, is eligible for a Long-Term Continuing Appointment (LTCA).
- 17.09 By March 1 a department or program may recommend to the Dean that a Part-time Employee who qualifies, may be appointed to an LTCA starting on July 1. The Dean shall unreasonably be withheld.
- 17.10 Long-Term Continuing Appointments are three (3) academic years in length and are renewable upon the recommendation of the department or program and with the
- 17.11 A Part-time Employee who holds a Long-Term Continuing Appointment (LTCA) shall be offered teaching equivalent to at least the average teaching of that Part-time Employee in the Fall, Winter, and Spring/Summer terms, not including correspondence courses, over the three (3) academic years immediately prior to the appointment.
- 17.12 The Employer may reduce the workload of or lay off a Part-Time Employee with an LTCA for bona fide reasons such as:
- i) bona fide financial reasons;
  - ii) changes to Departmental or Program curriculum authorized by Senate that make it not possible for the appropriate Dean to assign the minimum average teaching to an LTCA; and
  - iii) appointment of a new full-time employee.
- If the Employer declares that bona fide reasons exist requiring a reduction in the workload of a Part-time Employee holding an LTCA, the Employer shall communicate in writing to the Department or Program, the Part-Time Employee, and the Union all of the reasons for which the decision to reduce was made. After receiving the approval of the Dean, the department head or program director shall, by May 15, inform each Part-time Employee holding an LTCA in the department or program in writing of their teaching duties for the forthcoming academic year. No change shall be made to such teaching duties without the approval of the Dean. No change shall be made after July 15 without the consent of the Part-time Employee holding an LTCA and the department head or program director, which consent will not unrea

## Article 18 - Departments and Programs, Heads and Directors

### Departments and Programs

- 18.01 a) Unless otherwise specified, the members of a department include the employees, Part-time Employees appointed to that department who hold part-time continuing appointments, and other Part-time Employees who are teaching courses in that department.
- b) Unless otherwise specified, the members of a program are the employees who currently or regularly teach courses in that program, Part-time Employees appointed to that program who hold part-time continuing appointments, and other Part-time Employees who are teaching courses in that program.

### Appointment of Department Heads and Program Directors

18.02 There shall be a position of head for each department and director for each program. The positions of head and director shall be filled by an employee or a Part-time Employee.

18.03 Whenever a department head or program director resigns, is dismissed, completes a term of office, or otherwise vacates the position, all employees and Part-time Employees in the department or program concerned shall be so informed.

18.04 The Dean will then consult in writing with all employees and Part-time Employees in the department or program concerned to receive their views oT Q q 0.000d v92 re W\* n BT /F1 11.04 T







of that Part- W L P H ( P S O R \ H H ¶ V J U R V V V D O D U \ X S W R D P D [ L P X P  
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- W L P H ( P S O R \ H H ¶ V J U R V V V D O D U \ 7 K L V S D \ P H Q W V K D time Employee is otherwise employed full-time by the University.
- c) The HSA shall be admin L V W H U H G L Q D F F R U G D Q P P o c e d u r e f o r W K H G R F X P the Health Spending Account for Part-time Employees ´ G D W H G 1 R Y H P E H U



- b) the expense must have been incurred to support the discharging of the Part-  
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- iv)

- c) The base payment to a Part-time Teacher for teaching a non-credit academic course shall be the established number of teaching hours for the term of the appointment divided by 39, times the base stipend.
- d) The base payment for applied music course instruction in the Department of Music shall be an amount equal to one sixth ( $1/6$ ) of the base stipend per student in each term. Part-time Faculty Members in the Department of Music

beginning of the fourth instructional hour, it shall pay the full stipend, plus the seniority increment if any, to the Part-time Employee.

30.04 The Employer may create a part-time position for the instruction of a single student. A Part-

- 32.08 Where a Part-time Employee is paid to create materials for a correspondence course the Employer may use those materials to offer that correspondence course whether the course is taught by the Part-time Employee or by another person.
- 32.09 Where a copyrighted work is produced by a Part-time Employee with the use of the (P S O R \ H U \ V I X Q G V R U L W V V X S S R U W R U W H F K Q L F D O S H U V R O) copyrighted work in its programs or for internal administrative purposes. For the purposes of this article the payment of salary to Part-time Employees and the provision of a normal academic environment in which to work shall not be construed as use of the (P S O R \ H U \ V I X Q G V R U L W V V X S S R U W R U W H F K Q L F D O S H U V R O) for its support or technical personnel.
- 32.10 The Employer may enter into a contract with a Part-time Employee, the terms of which give the Employer sole ownership or part ownership in the copyright of any work. The Part-time Employee may choose to negotiate such a contract with the assistance of a representative of the Union, and the Employer shall advise the Part-time Employee of this right at the start of any discussions or negotiations. The Employer shall provide the Union with a copy of any such contract five (5) days prior to its execution.
- 32.11 The Employer shall not require a Part-time Employee to waive moral rights.
- 32.12 In the event that the Employer relinquishes its rights to any work, all intellectual property rights shall revert to the first owner. In the event that the first owner is deceased, the U L J K W V V K D O O U H Y H U W W R W K H I L U V W R Z Q H U \ V H V W D W H
- 32.13 In the event that an original work is the creation of more than one Part-time Employee, the provisions of this article apply jointly to all creators of the work.

#### Patents

- 32.14 The Employer waives, disclaims and abandons any interest in or claim to any invention made by a Part- W L P H (P S O R \ H H Z L W K R X W W K H X V H R I W K H (P S O R \ H H Z L W K R X W W K H X V H R I W K H (P S O R \ H H Z L W K R X W W K H X V H R I W K H) technical personnel.
- 32.15 The Part-time Employee shall grant to the Employer a non-exclusive, royalty-free irrevocable, indivisible, and non- W U D Q V I H U D E O H U L J K W W R X V H V R O H O \ I R W U D Q V I H U D E O H U L J K W W R X V H V R O H O \ I R W U D Q V I H U D E O H U L J K W W R X V H V R O H O \ I R W U D Q V I H U D E O H U L J K W W R X V H V R O H O \ I R) internal use and programs any patented invention when such an invention has been invented with the use of th H (P S O R \ H U \ V I X Q G V R U L W V V X S S R U W R U W H F K Q L F D O S H U V R O)
- 32.16 For the purposes of this article the payment of salary to Part-time Employees and the provision of a normal academic environment in which to work shall not be construed as X V H R I W K H s (P S O R \ H H Z L W K R X W W K H X V H R I W K H (P S O R \ H H Z L W K R X W W K H X V H R I W K H) for its support or technical personnel.
- 32.17 Except as may be provided in a contract entered into pursuant to Clause 32.19, the Employer shall have no right to transfer or to commercialize any invention of a Part-time Employee.
- 32.18 The Employer may enter into a contract with a Part-time Employee, the terms of which give the Employer sole ownership or part ownership in an invention and any patent obtained for the invention. The Part-time Employee may choose to negotiate such a contract with the assistance of a representative of the Union, and the Employer shall advise the Part-Time Employee of this right at the start of any discussions or negotiations. The Employer shall provide the Union with a copy of any such contract five (5) days prior to its execution.
- 32.19 In the event that the Employer relinquishes its rights to any work, all intellectual property rights shall revert to the first owner. In the event that the first owner is deceased, the U L J K W V V K D O O U H Y H U W W R W K H I L U V W R Z Q H U \ V H V W D W H
- 32.20 In the event that an invention, improvement, design, or development is the creation of more than one Part-



Designated Grievance Officer

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

### 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 disposition to the grievance, give to the other Party written notice of its intention to submit the matter to arbitration, at the same time naming its nominee to the Arbitration Board. The Party receiving such notice shall within ten (10) Days of the receipt of such notice advise the other Party of the name of its nominee to the Arbitration Board. The two (2) nominees so selected shall within five (5) Days of the appointment of the latter of them attempt to agree on a third person as chair. If the recipient of the notice fails to

- provisions nor to give any decision in conflict with the terms and provisions of the Agreement.
- c) Where the Arbitration Board determines that there exists just cause for discipline the Arbitration Board may substitute any other penalty that, to the Arbitration Board, seems just and reasonable.
  - d) Without limiting in any way the operation of other appropriate provisions of this article, the Arbitration Board shall have the power to award compensation, but only to the extent of monetary loss actually suffered by a Part-time Employee, the Union or the Employer.
  - e) The Arbitration Board shall have the duty and the power to adjudicate all matters in dispute, including questions of the arbitrability of an issue.

#### Single Arbitrator

36.16 The Parties may agree to use a single arbitrator.

#### Article 37 - Strikes and Lockouts

37.01 There shall be no strike as defined in the Industrial Relations Act and no lockout as defined in the Industrial Relations Act as long as the Agreement continues to operate.

#### Article 38 - Interpretation

38.01 Whenever the singular is used in the Agreement, it shall be considered as if the plural has been used, and vice versa, if this is required in the context.

38.02 Whenever the masculine is used in the Agreement, it shall be considered as if the feminine has been used, and vice versa, if this is required in the context.

38.03 Whenever the Agreement refers to an office or office holder and no such office exists or no person occupies such office, then it shall be considered as if the Agreement refers to another office holder to be named by the appropriate Party.

#### Article 39 - Mutually Agreed Changes

39.01 Any mutually agreed changes to the Agreement shall be made in writing and shall form part of the Agreement.

#### Article 40 - Termination

40.01 This Agreement shall be in effect for a term beginning on the day the Agreement is signed and ending June 30, 2022.

40.02 Either party may request the negotiation of a new collective agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than ninety (90) calendar days prior to the expiration date of the Agreement or any renewal thereof. The parties may mutually agree to commence the negotiation of a new collective agreement not more than one hundred and eighty (180) calendar days prior to the expiration date of the Agreement or any renewal thereof.

40.03 Where no notice is given as provided in Clause 40.02 the Agreement shall automatically be renewed for a term of one (1) year.



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-

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

---

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.

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 and/or collective agreement provisions in the area of support by the University for legal representation for members of the Union.

Issues which the committee might consider could include, without limitation, support by the University for legal representation for members of the Union:

- (i) who allege that they have been harassed in the course of undertaking their professional responsibilities by persons external to the university, not covered by the policies referred to in Article 11, whose cases have been determined to warrant legal action;
- (ii) who are accused of defamation, copyright infringement, or patent infringement;
- (iii) who are subject to disputed freedom of information requests;
- (iv) whose moral rights have been allegedly violated;
- (v) whose data has been subject to subpoena; or
- (vi) whose right to publish or right to disclose has been challenged by a third party.

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

Agreed:

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
MAFA

\_\_\_\_\_  
Date

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



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 WKH FRQWLQXDWLRQ RU WHUPLQDWLRQ RI WKH \*RYHUQPHQW RI emergency under the Emergency Measures Act.

Agreed:

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
MAFA

\_\_\_\_\_  
Date