

**OFFER OF SETTLEMENT**

**between**

**COLLEGE OF NEW CALEDONIA**

**(hereinafter called "the Employer")**

**And**

**FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**Dated: June 25, 2020**

**Time: 12:15 AM**

**Introduction**

The following package of items is to be considered an Offer for Settlement ("the SIA Offer") submitted by the Employer to the Union for the renewal of the 2014-2019 Collective Agreement.

The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely. Any issues left out of the Offer return to active bargaining status if this Offer is rejected. Any issues previously tentatively agreed to will retain that same status if this Offer is rejected.

The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.

Should this Offer be accepted as presented, the date of ratification will be the date the parties, including the PSEA Board of Directors conclude the ratification of their 2019-2022 Collective Agreement.

Memorandum of Settlement

between

COLLEGE OF NEW CALEDONIA  
(hereinafter called "the Employer")

and the

FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA  
(hereinafter called "the Union")

Collectively The "Parties"

DATE: June 25, 2020

*"Errors and omissions Excepted"*

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE COLLEGE OF NEW CALEDONIA ACTING ON BEHALF OF THE COLLEGE OF NEW CALEDONIA (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE COLLEGE OF NEW CALEDONIA BOARD;

**AND**

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF CUPE (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE CUPE LOCAL MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2019 AND EXPIRING MARCH 31, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

**1. Previous Conditions**

All of the terms of the 2014-2019 Collective Agreement continue except as specifically varied below.

**2. Term of Agreement**

The term of the new Collective Agreements shall be for 36 months from April 1, 2019 to March 31, 2022 both dates inclusive.

**3. Effective Dates**

The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum of Agreement, unless otherwise specified.

**4. SCHEDULE "A"**

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "A".

**5. SCHEDULE "B"**

The Employer and the Union also agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "B".

**6. SCHEDULE "C"**

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Settlement as Schedule "C" – 2019 FPSE Template Table.

**7. Ratification**

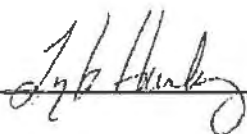
The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

**This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.**

Signed this 25th day of June, 2020.

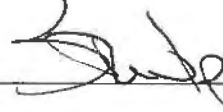
**BARGAINING REPRESENTATIVES  
FOR THE EMPLOYER:**

  
\_\_\_\_\_  
Fred Alaggia,  
Executive Director, Human Resources

  
\_\_\_\_\_  
Twyla Hurley  
Spokesperson

**BARGAINING REPRESENTATIVES  
FOR THE UNION:**

  
\_\_\_\_\_  
Jan Mastro Matteo  
Bargaining Chair

  
\_\_\_\_\_  
Zoe Towle  
Spokesperson

## SCHEDULE A

### 1. GENDER NEUTRAL LANGUAGE

Replace "her/his" and "his/her" with "their" or "them" as appropriate, and "he/she" with "they" wherever they appear in the agreement to use gender-neutral pronouns.

### 2. LETTERS OF AGREEMENT

Number LOAs at back of agreement

### 3. ARTICLE 1.2.6 CONTRACTING OUT

No change to existing language except for what follows:

#### a. Job Security For Employees

i. The College recognizes that the role of faculty is ~~primary~~ primarily within the instructional activities of the College. Although effective delivery of post-secondary education and training requires flexibility to respond to the needs of a diverse range of clients, contracting out will not detract from the primary role of faculty employees.

### 4. ARITICLE 1.10.13 DEFINITIONS

No change to existing language except for what follows:

"General Interest Course" is any course taken primarily for recreational education purposes which does not:

- a) receive formal recognition by the College of New Caledonia, an outside government agency or Ministry, a professional association, a registered accrediting body, or another recognized educational institution; or
- b) contain major components of College of New Caledonia courses and programs as classified in 10.1, including curriculum and evaluation standards; or
- c) lead directly to the present or immediately intended occupation of the prospective students. It is specifically agreed that G.E.D. and Study Skills courses are not considered General Interest courses. College of New Caledonia course completion certificates may be issued for General Interest Courses, but the student's registration and performance will not form part of the student's permanent record at the College. ~~For the purposes of this Agreement, professional development seminars of one (1) week or less offered by the Enterprise Development Centre are considered General Interest courses.~~

## ARTICLE 2.8 UNION RIGHTS TO INFORMATION

No change to existing language except for what follows

The College shall provide the Faculty Association with all necessary information relating to the following matters for all faculty employees, on a monthly basis:

- position advertisements (to be provided at the time of advertising),
- ~~appointments, including term of appointment, classification, department, course title, number of hours for all part-time faculty and salary step,~~
- **appointment letters for all regular and regular part-time faculty**
- **appointment letters and agreements to teach for all non-regular faculty including part-time and sessional appointments**
- ~~regularization appointment letters,~~
- transfers,
- unpaid leaves, educational leaves, exchange leaves, maternity /legal adoption leaves, political leaves, partial leaves,
- resignations,
- retirements,
- deaths,
- recalls from lay-off and refusals of recall,
- lay-offs,
- terminations.

## 5. ARTICLE 3.3.1 INFORMAL RESOLUTION OF GRIEVANCE

No change to existing language except for what follows:

A faculty employee is encouraged to discuss, prior to the formal initiation of a grievance, any grievance or other complaints relating to his/her employment with his/her ~~Dean Educational~~ **Administrator** in an effort to resolve the matter promptly and informally.

6. ARTICLE 5.6.5 COORDINATOR RELEASE TIME

No change to existing language except for what follows:

d. Coordinators in Early Childhood ~~Care and Learning Education~~, College and Career Preparation, Dental Studies, Trades, Counselling, the Centre for Student Success, Medical Laboratory, **Diagnostic Medical Sonography**, and Medical Radiology shall be approved with additional responsibilities and additional release time.

d(iv). Early Childhood ~~Education~~ **Care and Learning** Coordinator

Additional Responsibilities

- Attend meetings, prepare reports for and recommend members to the **Early Childhood Care and Learning Coordinator ECE (ECCL) Advisory Committee** and advise the ~~Dean~~ **Educational Administrator** on membership;
- assist in maintaining liaison with provincial and local licensing boards including attending meetings of the Community Care Licensing Board;
- assist in maintaining liaison with relevant community agencies;
- maintain liaison with demonstration day care centre staff to ensure that the centre program reflects ~~ECE~~ **ECCL** program objectives
- coordinate field placement for ~~ECE~~ **ECCL** students (basic & post-basic) including:
  - location of practicum site
  - scheduling students
  - preparing written information for sponsor teachers
  - meetings with sponsor teachers on a regular basis
  - arranging end of year dinner.

Additional release time 10%

Total 30%

**7. ARTICLE 6.8 SEVERANCE PAY - REGULAR PART-TIME FACULTY AND FACULTY ON THE NON-REGULAR SENIORITY LIST**

No change to existing language except for what follows:

**Severance Pay - Regular Part-time Faculty ~~and Faculty on the Non-Regular Seniority List~~**

Where the College has not offered appointments for two consecutive years, the employee shall be entitled to pro-rated severance pay. Severance pay shall be pro-rated on the basis of the average annual hours worked in the two (2) year period immediately prior to the cessation of available work taken as a percentage of the maximum hours of a full-time faculty employee in the applicable work load classification. Seniority shall be based upon the length of continuous service immediately prior to the cessation of available work, and shall not include the two (2) year period where no appointments were offered.

~~Only employees on the Continuing Part-time list as of March 31, 1998, Regular Part-time employees, and employees who would subsequently earn the right to go on the list under the Collective Agreement covering April 1, 1996 to March 31, 1998, shall be entitled to the severance provisions of Article 6.8 a, pending mutual agreement by the parties to any changes. It is agreed that the "average annual hours worked" referred to in Article 6.8 a excludes hours worked on sessional appointments, pending mutual agreement by the parties to any changes.~~

**8. ARTICLE 10.4 WORKLOAD FOR TYPE 1(C) FACULTY EMPLOYEES**

No change to existing language except for what follows:

- a. the ratio of instructors to students in clinical and practicum situations involving direct supervision shall not exceed:
  - i. 1:8 for Practical Nurse Program;
  - ii. 1:10 for Health Care Assistant Program;
  - iii. 1:8 for the Dental Assisting Program;
  - iv. 1:~~5~~6 for the Dental Hygiene Program in semesters one and two, intersession one and semesters three and four; ratios for intersession two shall be set by mutual agreement of the Dental Hygiene faculty employees and their supervisor, having due regard for the available facilities, the course objectives, the abilities of the students, and the nature of the clients.

9. ARTICLE 10.8.4 WORKLOAD FOR TYPE 4 FACULTY EMPLOYEES

No change to existing language except for what follows:

~~The normal workload for full-time faculty employees in Athletics/Recreation shall be determined by mutual agreement between the faculty employee and his or her educational administrator.~~

10. MEMORANDUM OF UNDERSTANDING RE: ECONOMIC STABILITY DIVIDEND (ESD)

Delete MOU and all references to ESD in the agreement.

11. ARTICLE 1.2.7 CONTRACTING OUT REVIEW PROCESS

No change to existing language except for what follows:

c. Dispute Resolution Mechanism

If the Association is not satisfied with the explanation for the contracting out decision provided by the College representatives on the Joint Contracting Out Committee and there is no agreement of the Committee members, the Association may refer the matter to Step 2 of the grievance procedure in the Collective Agreement. If unresolved, the dispute may then be referred by the Association to expedited arbitration using the following process:

One of the following persons will be chosen as arbitrator on a random basis:

~~Chris Sullivan~~ Bob Pekeles

~~Marguerite Jackson~~ Corrin Bell

Kate Young

Wayne Moore

Mark Brown

Ken Saunders

12. ARTICLE 1.3 TERM OF THE AGREEMENT

No change to existing language except for what follows:

1.3.1 This Agreement, unless changed by mutual consent of both parties, shall be in force and effect ~~from the date of signing to~~ **from April 1, 2019 to March 31, 2022 and shall continue in force until the renewal of this Agreement. March 31, 2014; and thereafter from year to year unless either party to this Agreement gives four months written notice to begin collective bargaining.**



### 13. ARTICLE 3.6 ARBITRATION PROCEDURE

No change to existing language except for what follows:

3.6.2 The Arbitration Board shall consist of one member. Within seven (7) working days of either the Faculty Association or the Board being notified in writing by the other party of its desire to refer the grievance or matters outlined in 3.6.1, both parties shall meet to appoint an arbitrator from the following list:

~~Chris Sullivan~~ Bob Pেকেles

~~Marguerite Jackson~~ Corrin Bell

Julie Nichols

Wayne Moore

Mark Brown

Ken Saunders

### 14. ARTICLE 5.5 REGULARIZATION OF FACULTY EMPLOYEES

5.5.1 Faculty employees shall be regularized if they have met the following criteria as stipulated in the Common Agreement (Article 6.1.3.(b) (i) and (ii)):

a. "...[after an employee has worked for a period of ] at least two consecutive appointment years of work at a workload of fifty (50%) percent or greater for each of two (2) consecutive appointment years and where there is a reasonable expectation of ongoing employment for which the employee is qualified at a workload of at least fifty (50%) percent or greater for two semesters in the next appointment year", or

b. "... after the employee has performed a workload [of] at least one hundred and twenty (120%) percent of an annualized workload over at least two (2) consecutive appointment years and there is a reasonable expectation of an ongoing workload assignment for which the employee is qualified, of at least fifty (50%) percent on an annualized basis over the immediately subsequent appointment year"; and

***While not to be included in the collective agreement, effective date of ratification, the parties agree that a consecutive series of short sessional work with each assignment being less than 4 weeks will be included as part of the calculation when determining whether an employee has met the 2-year pre-requisite eligibility required to regularize under 5.5.1 a. and b. of the collective agreement (as above). For clarity, short sessional time will be include as part of the calculation to get to 50% ; i.e. (4 weeks + 4 weeks + 4 weeks + 4 weeks) = a semester. The Parties agree that replacement work counts towards regularization as defined in this paragraph.***

### 15. ARTICLE 5.6.3 SELECTION OF COORDINATORS

When a coordinator position is to be filled, faculty employees in the applicable program area(s) shall select by ~~May 31~~ **March 31<sup>st</sup>** one faculty member from the program area(s) to serve a one

(1) year term as the program coordinator from August 1st to July 31st. The coordinator shall normally not serve more than three (3) consecutive terms.

**16. ARTICLE 5.6.5 COORDINATOR RELEASE TIME**

No change to existing language except for what follows:

5.6.5(d) Coordinators in **Early Childhood Care and Learning Education**, College and Career Preparation, Dental Studies, Trades, Counselling, the Centre for Student Success, Medical Laboratory, **Diagnostic Medical Sonography**, and Medical Radiology shall be approved with additional responsibilities and additional release time.

5.6.5(d), (i) thru (iii) EXTANT

**d(iv). Early Childhood ~~Education~~ Care and Learning Coordinator**

**Additional Responsibilities**

- Attend meetings, prepare reports for and recommend members to the **Early Childhood Care and Learning Coordinator ECE (ECCL) Advisory Committee** and advise the **Dean Educational Administrator** on membership;
- assist in maintaining liaison with provincial and local licensing boards including attending meetings of the Community Care Licensing Board;
- assist in maintaining liaison with relevant community agencies;
- maintain liaison with demonstration day care centre staff to ensure that the centre program reflects **ECE ECCL** program objectives
- coordinate field placement for **ECE ECCL** students (basic & post-basic) including:
  - location of practicum site
  - scheduling students
  - preparing written information for sponsor teachers
  - meetings with sponsor teachers on a regular basis
  - arranging end of year dinner.

Additional release time 10%

Total 30%

**d.(x) NORTHERN DIAGNOSTIC SONOGRAPHY COORDINATOR**

**Additional Responsibilities:**

- facilitate evaluation, revision and changes of curriculum, monitor progress of program outcomes.
- coordinate requests for exemptions and challenges
- chair Program Committee.
- attend PAC meetings.
- chair and prepare for department meetings.
- act as a liaison for provincial initiatives, Health Care Authorities, and projects.
- liaise with other institutions as required.
- develop and revise course and program evaluation methods for the program.
- ensure regular course and program evaluation methods are implemented.
- prepare reports for the program as required by internal and external organizations.
- ensure processes in place and required documentation is collected on a continuing basis for accreditation purposes.
- work with and support the clinical course supervisor including but not limited to, the following:
  - communicating with chief technologists and other personnel at clinical placements.
  - travelling to clinical sites.
  - training preceptors.
  - initiating new clinical placements.
  - oversee selection process for students admitted to the program.

**Additional release time 30%**

**17. ARTICLE 13.5.12 PROCEDURES FOR EDUCATIONAL LEAVE**

Educational leave shall be available to qualifying faculty employees at **100% salary for a minimum of two (2) months to a maximum of nine (9) months.** ~~according to the following options:~~

~~a. eight (8) or nine (9) months at 60% salary she/he would receive if not on educational leave.~~

~~b. two (2) to seven (7) months at 80% salary she/he would receive if not on educational leave.~~

Educational leaves of less than nine (9) months duration shall coincide with an instructional period for the faculty employee or as agreed to by the College. A maximum of six (6) faculty employees may be on educational leave at any one time unless otherwise mutually agreed to by the parties.

**18. ARTICLE 13.5.3 PROCEDURES FOR EDUCATIONAL LEAVE**

To qualify for educational leave, the faculty employee must have a regular faculty appointment with at least ~~five (5)~~**two (2)** continuous years of service in the bargaining unit or must have at least ~~five (5)~~**two (2)** years of continuous service since his/her last educational leave. For the purpose of qualifying for educational leave in accordance with this article, continuous service shall be defined in accordance with article 6.4.2. The Faculty Association shall determine which leaves do not count toward the accumulation of the required total ~~five (5)~~**two (2)** years. Such leaves shall not, however, be an interruption of continuous service for the purpose of this sub article.

**19. LOU RE: ON-LINE DISTRIBUTED LEARNING CREDIT COURSE OFFERINGS**

Renew.

**20. LOA RE: EARLY INTERVENTION SERVICES**

Delete.

**21. MOA RE: VALT (CNC, FACNC & CUPE)**

Renew.

**22. LOA RE: MLTS SUMMER PRACTICUM SUPERVISOR WORKLOAD**

Renew.

**23. LOA RE: IMPLEMENTATION OF COMMON AGREEMENT ARTICLE 16 – COMMON FACULTY PROFESSIONAL DEVELOPMENT FUNDS**

Renew.

## SCHEDULE B

The following are changes to the Collective Agreement agreed to by the Parties in relation the Service Improvement Allocation:

a) The Parties agree to the following changes:

**1.10.19** *No change to existing language except for what follows:*

For full-time faculty employees "Working Day(s)" refers to all days, Monday through ~~Saturday-Sunday~~ inclusive, of any week of the year, excluding College and statutory holidays. Where a teaching assignment includes a Saturday ~~and/or a Sunday~~, prior permission of the faculty employee shall be obtained. ~~In the case of a probationary or sessional employee's work schedule including a Saturday prior approval of the Faculty Association is also required.~~

*While not to be included in the collective agreement, the Parties agree that the definition of "faculty employee" is as established at Article 1.10.1 of the collective agreement. Put another way, the removal of the requirement to obtain permission from the Faculty Association prior to scheduling a probationary or sessional employee on a Saturday and/or Sunday does not remove the requirement to obtain prior permission from that faculty employee. This interpretation is to be applied to all the Articles contained in this settlement offer where the prior approval of the Faculty Association prior to scheduling a probationary or sessional faculty employee has been removed.*

**10.2.12** *No change to existing language except for what follows:*

At any time during a teaching semester, a faculty employee shall not be assigned a teaching schedule which includes:

...

without the prior written permission of the full-time or regular part-time faculty employee. ~~In the case of probationary and sessional appointees, the permission of the Faculty Association is also required.~~In the case of part-time faculty who are not regularized, sections a-d above shall not be altered.

**10.2.19**

*No change to existing language except for what follows:*

For full-time faculty employees "teaching semester" applies to the Type 1(a) workload classification (10.2) and denotes the fifteen (15) to sixteen (16) week period of scheduled classes (including exams and field work) falling between August 15 and December 20 and between January 1 and May 15. With the faculty employee's written permission, the College may assign a workload which is equivalent to the teaching load specified in Type 1, but which is not subject to the dates specified in the afore-mentioned articles. ~~In the case of probationary and sessional appointees the permission of the Faculty Association is also required.~~

**10.3.12**

*No change to existing language except for what follows*

At any time during a teaching semester, a faculty employee shall not be assigned a teaching schedule which includes:

...

without the prior written permission of the full-time or regular part-time faculty employee. ~~In the case of probationary and sessional appointees the permission of the Faculty Association is also required.~~ In the case of part-time faculty who are not regularized, sections a-d above shall not be altered.

**10.3.20**

*No change to existing language except for what follows:*

For full-time faculty employees in Type 1(b) programs the teaching year denotes a maximum of thirty-four (34) instructional weeks (including exam and field work) falling between August 15 and June 15. ~~In the case of probationary and sessional appointees the permission of the Faculty Association is also required.~~

**10.4.12**

*No change to existing language except for what follows*

At any time during a teaching semester, a faculty employee shall not be assigned a teaching schedule which includes:

...

without the prior written permission of the full-time or regular part-time faculty employee. ~~In the case of probationary and sessional appointees the permission of the~~

~~Faculty Association is also required.~~ In the case of part-time faculty who are not regularized, sections a-d above shall not be altered.

**10.4.20** *No change to existing language except for what follows:*

For full-time faculty employees a teaching year denotes a maximum of thirty-five (35) instructional weeks (including exam and field work) falling between August 15 and June 15.

With the full-time faculty employee's written permission, the College may assign a workload which is equivalent to the teaching load specified in Type 1, but which is not subject to the dates specified in the afore-mentioned articles. ~~In the case of probationary and sessional appointees the permission of the Faculty Association is also required.~~

**10.5.11** *No change to existing language except for what follows*

At any time during a teaching semester, a faculty employee shall not be assigned a teaching schedule which includes:

...

without the prior written permission of the full-time or regular part-time faculty employee. ~~In the case of probationary and sessional appointees, the permission of the Faculty Association is also required.~~ In the case of part-time faculty who are not regularized, sections a-d above shall not be altered.

**10.5.19** For full-time faculty employees a teaching year denotes a maximum of thirty-five (35) instructional weeks (including exam and field work, which includes clinics) falling between August 15 and June 15.

With the full-time faculty employee's written permission, the College may assign a workload which is equivalent to the teaching load specified in Type 1 (d), but which is not subject to the dates specified in the afore-mentioned articles. ~~In the case of probationary and sessional appointees, the permission of the Faculty Association is also required.~~

**10.6.8** *No change to existing language except for what follows*

At any time during a teaching semester, a faculty employee shall not be assigned a teaching schedule which includes:

...

without the prior written permission of the full-time or regular part-time faculty employee. ~~In the case of probationary and sessional appointees, the permission of the Faculty Association is also required.~~ In the case of part-time faculty who are not regularized, sections a-d above shall not be altered.

**10.7.8** *No change to existing language except for what follows*

At any time during a teaching semester, a faculty employee shall not be assigned a teaching schedule which includes:

...

without the prior written permission of the full-time or regular part-time faculty employee. ~~In the case of probationary and sessional appointees, the permission of the Faculty Association is also required.~~ In the case of part-time faculty who are not regularized, sections a-d above shall not be altered.

**10.8.9** *No change to the existing language except for what follows:*

The normal workload for full-time faculty working exclusively in program and curriculum development, with no student contact hours, shall be determined by mutual agreement between the faculty employee and ~~his or her~~ their educational administrator. ~~In the case of probationary and sessional appointees, the permission of the Faculty Association is also required.~~



b) The Parties agree to the following LOU:

**NEW – LETTER OF UNDERSTANDING - PART-TIME FACULTY RECRUITMENT AND RETENTION FUND**

*In accordance with the parameters for base pay as defined in the Letter of Understanding XX – Working Committee on Secondary Pay Scales agreed between the Parties in the 2019 FTT Template Table negotiations, CNC and FACNC will jointly work toward transitioning the base pay for employees from the Schedule B to the Provincial Salary Scale (Schedule A). Adjustments cannot exceed the funds available in the Part-Time Faculty Recruitment and Retention Fund.*

The Employer agrees to create a fund that supports the recruitment and retention of part-time faculty by transitioning the base pay for employees from the Schedule B to the Provincial Salary Scale (Schedule A).

The Service Improvement Allocation presents an opportunity to address these recruitment and retention challenges through the creation of the Part-Time Faculty Recruitment and Retention Fund

The amount allocated by The Employer to this fund each year will be in accordance with the following schedule:

April 1, 2019: \$56,000

April 1, 2020: \$114,000

April 1, 2021: \$174,000\*

\* This represents the amount of ongoing funding for this initiative.

For years 1 and 2, funds not expended at the end of one year will be carried forward to Year 3. For year 3 and beyond, funds not expended at the end of the year will be carried forward for one year.

Subject to the provisions of this LOU, a committee comprised of three (3) representatives appointed by the Employer and three (3) representatives appointed by the College of New Caledonia Faculty Association will administer Part-Time Faculty Recruitment and Retention Fund

The Part-Time Faculty Recruitment and Retention Fund will be used to address Schedule B in the collective agreement. Specifically, the Fund will be directed at changes to Schedule B such as but not limited to the adjustment to the rates of pay, migration of Part-Time Faculty to Schedule A, changes to language around placement and increments to a maximum of the Year 3 ongoing amount of \$174,000.

The committee will make recommendations to their respective principals regarding the expenditure of the fund. Any recommendations to be adopted by the Parties are subject to the approval of the Parties' respective principals. Such recommendations will not result in pay for part-time faculty that exceeds the parameters for base pay as defined in the Letter of Understanding XX – Working Committee on Secondary Pay Scales agreed between the Parties in the 2019 FTT Template Table negotiations and shall be consistent with the principles contained therein.

If it is not possible to spend the full ongoing amount on changes to Schedule B, any residual amount from the fund will go to the Faculty Professional Development Fund

The committee shall complete their duties no later than December 31, 2021.

## SCHEDULE C

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Settlement as Schedule "C" – 2019 FPSE Template Table.