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## MEMORANDUM OF SETTLEMENT

Between

**USMC**  
**(The Employer)**

-and-

**Usw Local 1998**  
**(The Union)**

**Re: Policy Grievance File# USMC-20-01**

**Whereas** the Union filed Policy Grievance USMC-20-01 in July 2020; and

**Whereas** the parties agreed to a Memorandum of Settlement on September 3, 2020 during a mediation with Gerry Lee (attached as Appendix A); and

**Whereas**, the parties wish to update the terms of the Memorandum of Settlement, the parties agree as follows:

Without any admission of liability or wrongdoing by any party or the grievor and without prejudice to the respective positions of the parties and without precedent to any future and/or similar matter(s) between them, the parties agree to the final and binding settlement of the above-captioned grievance(s) based on the following terms:-

1. The parties agree that the current provisions of the collective agreement Articles 24.6 and 24.12 regarding Standby and Call In for the Dean's Office Staff who live on campus, shall not apply. In lieu of the foregoing, the Individual(s) who live on campus will receive one (1) lieu day for every 14 days that the employee performs Standby duties. In addition to the foregoing, Dean's Office Staff who live on campus will also be allowed housing and parking privileges as a taxable benefit.
2. The parties agree that the current provisions of the collective agreement Articles 24.6 and 24.12 regarding Standby for the Dean's Office Staff who live off campus and have Standby responsibilities in their job description shall not apply. In lieu of the foregoing, the employee in this position will receive one (1) lieu day and one (1) day's pay, at the applicable rate of pay, for every seven (7) days that the employee performs Standby duties. Call-in pay for the Dean's Office Staff who live off campus shall be in accordance with the applicable provisions of the collective agreement.
3. The parties agree that all Dean's Office Staff who live on campus shall participate in the Standby & Call In duties on a rotational basis with twice as many rotations as Dean's Office Staff who live off campus subject to staffing changes (e.g. leaves of absence). The differential is intended to reflect the


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value of the housing benefit.


4. The Lieu time accrued by the Dean's Office Staff related to standby duties covered by MOS s shall not exceed 50 hours. The Union acknowledges that the individuals in these positions will continue to make every effort to use accumulated lieu time during off peak periods and/or summer months. Notwithstanding the foregoing, banked lieu time at December 31<sup>st</sup> in excess of 50 hours will be paid out in mid January.
5. The parties agree that this agreement shall remain in place during the life of the current collective agreement (expected to expire on June 30, 2024) as well as any extension thereof.
6. The parties agree to meet to discuss any issues arising out of the interpretation or application of this Memorandum of Settlement at the earliest opportunity.
7. Gerry Lee shall remain seized with respect to the Interpretation or application of this Memorandum of settlement.

Dated: <sup>February 6</sup> January \_\_\_\_\_, 2024

**For the Union:**

 Steven Cris 2024/02/05  
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**For the Employer:**

  
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Appendix "A"

MEMORANDUM OF SETTLEMENT

Between

USMC  
(The Employer)

-and-

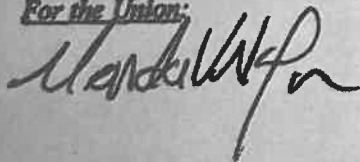
USW Local 1998  
(The Union)

Re: Policy Grievance File # USMC-20-01

*Without any admission of liability or wrongdoing by any party or the grievor and without prejudice to the respective positions of the parties and without precedent to any future and/or similar matter(s) between them, the parties agree to the final and binding settlement of the above-captioned grievance(s) based on the following terms:-*

1. The parties agree that the current provisions of the collective agreement regarding Standby and Call In for the incumbent in the Assistant Dean Campus Life (ADCL) Live-In position, shall not apply. In lieu of the foregoing, the individual in this position will receive one (1) lieu day for every 14 days that the ADCL performs Standby duties. In addition to the foregoing, the ADCL will also be allowed housing and parking privileges as a taxable benefit.
2. The parties agree that the current provisions of the collective agreement regarding Standby for the incumbent in the Assistant Dean Residence Life (ADRL) Live-Out position, shall not apply. In lieu of the foregoing, the incumbent in this position will receive one (1) lieu day and one (1) days pay, at the applicable rate of pay, for every seven (7) days that the ADRL performs Standby duties. Call-in pay for the ADRL shall be in accordance with the applicable provisions of the collective agreement.
3. The parties agree that the ADCL, the ADRL, and the Residence Operations Coordinator shall each perform Standby & Call In duties on a rotational basis as mutually agreed upon with the Dean of Students. This Standby arrangement shall commence no later than September 11, 2020.
4. The Employer agrees to pay Katie Forjoe a one-time payment of \$4000.00, less all applicable deductions, in recognition of past extraordinary efforts to be paid no later than October 15, 2020.
5. The lieu time accrued by the above individuals shall not exceed 50 hours, any hours in excess of 50 hours shall be paid out. The Union acknowledges that the individuals in these positions will continue to make every effort to use accumulated lieu time during off peak periods and/or summer months. Notwithstanding the foregoing, all lieu time that has been accrued but not utilized during the period September 1, 2020 until August 31, 2021 shall be paid out in full on or about September 15, 2021.
6. The parties agree that this agreement shall remain in place during the life of the current collective agreement as well as the anticipated life of the forthcoming collective agreement (expected to expire on June 30, 2021) as well as any extension thereof.
7. The parties agree to meet to discuss any Issues arising out of the interpretation or application of this Memorandum of Settlement at the earliest opportunity.
8. Gerry Lee shall remain seized with respect to the interpretation or application of this Memorandum of Settlement.

For the Union:



For the Employer:



