

MEMORANDUM OF AGREEMENT

McGill University
688 Sherbrooke Street West, Suite 1520
Montreal, Quebec, H3A 3R1
(hereinafter "McGill")

-and-

Association of McGill University Support Employees (A.M.U.S.E.) / Public Service Alliance of Canada (P.S.A.C.)
(hereinafter "AMUSE")

(hereinafter collectively referred to as the "Parties")

WHEREAS on June 13, 2016, **AMUSE** filed Grievance 16-002, alleging that McGill was not respecting article 9.01 e) of the collective agreement, which states that date hired/lending date shall be provided in the membership list "if available" (hereinafter referred to as the "Grievance");

WHEREAS the **Grievance** was deferred to arbitration and Mitre André Sylvestre was seized of the **Grievance**;

WHEREAS Mitre André Sylvestre convened the parties to an arbitration hearing which was to be held on the dates of October 4 and 5, 2017;

WHEREAS system limitations with the current **McGill** payroll system for casual employees (POPs) prevent the generation of a membership list which includes date hired/ending date;

WHEREAS similar **AMUSE** grievances involving **McGill's** current payroll system limitations (Grievance 15-002 and Grievance 15-004) which had also been referred to arbitration before Mitre André Sylvestre were settled between the **Parties** in the month of June, 2017;

WHEREAS the **Parties** have agreed to amicably settle any and all disputes between them related directly or indirectly to the **Grievance** and the facts on which it is based, which agreement is made without any admission or recognition of liability whatsoever.

IN CONSIDERATION OF THE PRESENT MEMORANDUM OF AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. The preamble forms an integral part of the present Memorandum of Agreement as if recited at length herein (hereinafter the "Agreement").
2.
 - (a) McGill will include the date hired and end date (for appointments with an end date) on the monthly membership list when the payroll module of the *Workday HRMS* goes live.
 - (b) If once the payroll module of the *Workday HRMS* goes live, McGill does not fulfill the obligation mentioned in paragraph 2(a), McGill will have up to six (6) months to fulfill this obligation.
 - (c) However, when during this six (6) month period, McGill begins to provide the start and end dates on the membership lists, McGill must provide the membership lists indicating the start and end dates, retroactively to when the payroll module of *Workday HRMS* became live.
 - (d) If at the end of the six (6) month period, McGill still has not fulfilled its obligation of indicating the start and end dates on the membership lists, **AMUSE** reserves the right to return before arbitrator Mitre André Sylvestre, with **AMUSE** reserving its right to claim damages retroactively to the date when the payroll module of *Workday HRMS* became live.

3. In consideration of the foregoing and subject to paragraph 2(d), **AMUSE** hereby:

(a) Gives a complete, final and definitive release to **McGill**, its directors, officers, employees, or representatives in relation to any right, grievance, complaint, action, suit, claim, cause of action, or damages of any nature whatsoever that **AMUSE** has, had, or may have in the future, against **McGill** or its directors, officers, employees, or representatives, by virtue of



any contractual, legislative or regulatory provision whatsoever, relating directly or indirectly to the **Grievance** and the facts on which it is based; and

- (b) Renounces to all rights, grievances, complaints, actions, suits, claims, causes of action, or damages of any nature whatsoever, before any tribunal, court of law or other governmental organization or commission whatsoever, that may result or otherwise be related to the **Grievance** and the facts on which it was based.

4. The **Parties** hereby acknowledge that the present **Agreement** shall not constitute an admission of liability on the part of anyone of the **Parties** and is made with the sole purpose of putting an end to their potential and actual litigations, any such liability being hereby expressly denied by the **Parties**.
5. The **Parties** hereby acknowledge that before having signed the present **Agreement**, they had sufficient time to review the terms and conditions contained herein and have signed it with a full and complete understanding of its contents and legal effects.
6. The **Parties** hereby acknowledge that the present **Agreement** constitutes a transaction within the meaning of articles 2631 and following of the *Civil Code of Québec* (L.Q. 1991, c. 64) and binds the heirs, successors and assigns of the **Parties**.
7. The **Parties** have expressly required that the present **Agreement** be drafted in the English language. *Les parties ont expressément exigé que la présente Quitittance et Transaction soit rédigée en Anglais.*

IN WITNESS WHEREOF, the **Parties** hereinafter have freely and voluntarily signed pursuant to the dates and places mentioned hereinafter.

Signed in Montreal, this 27 day of June, 2017.



Claire Michela
President, Local unit
Association of McGill University Support Employees
(A.M.U.S.E)

Signed in Montreal, this 16th day of June, 2017.



Robert Comeau
Director, Labour & Employee Relations
McGill University

Signed in Montreal, this 27 day of June, 2017



Heather Holdsworth
Labour Relations Officer
Labour, Local unit
Association of McGill University Support Employees
(A.M.U.S.E)

Signed in Montreal, this 28 day of June, 2017



Jean-Michel Fortin
Union Representative
Public Service Alliance of Canada (P.S.A.C.)