

## 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**")

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**WHEREAS** on January 21, 2015, **AMUSE** filed grievance 15-002, alleging that McGill was not respecting section 46 of the *Act Respecting Labour Standards*, which states that an employee's pay sheet must include "the identification of the employee's occupation" (hereinafter referred to as "**Grievance 15-002**");

**WHEREAS** on March 11, 2015, **AMUSE** filed grievance 15-004, alleging that McGill was not respecting article 3.04 of the collective agreement entered into between **AMUSE** and **McGill** as, **McGill** was not providing to **AMUSE** the union dues list including the position title in a workable spreadsheet format (hereinafter referred to as "**Grievance 15-004**");

**WHEREAS** **Grievance 15-002** and **Grievance 15-004** were deferred to arbitration and Mtre André Sylvestre was seized of both grievances;

**WHEREAS** Mtre André Sylvestre convened the parties to an arbitration hearing which was to be held on March 31, 2017;

**WHEREAS** the Parties have agreed to amicably settle any and all disputes between them related directly or indirectly to **Grievance 15-002** and **Grievance 15-004** and the facts on which they are 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. With the exception of the following fifteen (15) individuals,

Chatel-Launay/Nicolas/Mr	260426838	Plant Science
Childerhose/Iain/Mr	260477013	Student Housing & Hospitality Services
Diec/Olivia/Ms	260781841	Faculty of Law
Fontaine/Audray/Mlle	260149413	French Language and Literature
Galvez Lopez/Jose Hector/Mr	260636880	Plant Science
Iacob Mayer/Ovidiu/Mr	260808824	688 Sherbrooke ASC
Labadie/Linda/Ms	260108532	Advancement Services
McNabb/Ryan/Mr	260617769	Schulich School of Music
Nisic/Tatjana/Ms	260598563	Medical Physics Unit
Pietrantonio/Iriana/Mrs	260660575	Residences and Student Housing
Poisson proulx/Joannie/Mlle	260587398	French Language Centre
Stillman/Jason/Mr	260217258	Schulich School of Music
Taverdian/Eileen	119752458	Dentistry

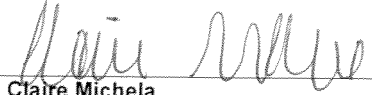
Terrasi/Francesca/Mrs	260801661	School Of Computer Science
Wong/Sarah/Miss	260144752	Schulich School of Music

beginning the month following the signature of this agreement, McGill will send to AMUSE the monthly membership list on a monthly basis, which will include job titles of all casual employees employed by McGill.

- (a) The Parties agree that the Union dues list, as per article 3.04 of the collective agreement, will not contain the job titles of casual employees employed by McGill.
  - (b) The Parties further agree that the job titles will only be provided on the membership list, in accordance with article 9.01 of the collective agreement.
3.
  - (a) With respect to the pay sheets, McGill will include the employees' position titles (including wage rates and hours worked) on the employee's pay sheets 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 3(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 job titles on the pay sheets, McGill must provide the pay sheets indicating the job titles, 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 job titles on the pay sheets, **AMUSE** reserves the right to return before arbitrator Mtre André Sylvestre, with **AMUSE** reserving its right to claim damages retroactively to the date when the payroll module of *Workday HRMS* became live.
4. In consideration of the foregoing and subject to paragraph 3(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 **Grievance 15002** and **Grievance 15-004** and the facts on which they were based; and
  - (a) 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 **Grievance 15-002** and **Grievance 15-004** and the facts on which they were based.
3. 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**.
4. 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.
5. 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**.
6. The **Parties** have expressly required that the present **Agreement** be drafted in the English language. *Les parties ont expressément exigé que la présente Quittance 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 12 day  
of June, 2017.



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

Signed in Montreal, this 3<sup>rd</sup> day of  
July, 2017.



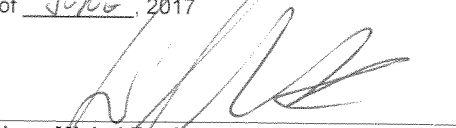
**Robert Comeau**  
Director, Labour & Employee Relations  
McGill University

Signed in Montreal, this 12 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 7 day  
of June, 2017



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