

Agreement

McGill University

688 Sherbrooke Street West, Suite 1520, Montreal, Quebec, H3A 3R1

(hereinafter the “**University**”)

-and-

McGill University Non-Academic Certified Association / Public Service Alliance of Canada

Local 17602 (MUNACA)

3483 Peel Street, Montreal, Quebec, H3A 1W7

(hereinafter the “**Union**”)

(hereinafter collectively referred to as the “**Parties**”)

WHEREAS on February 28, 2013, the Commission de l'Équité Salariale issued a *Déclaration de règlement d'un différend ou d'une plainte* which states in paragraph 5: “Les ajustements salariaux nécessités pour corriger ces écarts seront versés rétroactivement aux salariés concernés dans un délai de 6 à 12 mois suivant la signature de la présente entente. Advenant le cas où pour des motifs exceptionnels, l'employeur ne pouvait respecter l'échéancier prévu, il s'engage à en aviser le syndicat immédiatement afin de convaincre d'un délai additionnel qui sera requis.”;

WHEREAS the **University** made pay equity payments in accordance with the above-mentioned agreements on February 14, 2014 to active employees and on February 28, 2014 to former employees no longer working at the **University**;

WHEREAS the **Union** informed the **University** that it believes that the **University** omitted to give a pay equity adjustment to employees who were hired or transferred after December 31, 2005 into positions affected by the 2001 and 2005 pay equity exercise (hereinafter the “**Post 2005 Employees**”);

WHEREAS the **Parties** acknowledge that the **University** requires more time to determine the pay equity adjustments for the **Post 2005 Employees**, if any.

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

1. The preamble forms part of the present Agreement (hereinafter the “**Agreement**”);
2. The **Parties** agree that the **University** shall pay the **Post 2005 Employees** eligible for pay equity adjustments, if any, on or before February 24, 2015 (hereinafter the “**Payment Date**”);

3. With regard to pay equity adjustments made to **Post 2005 Employees**, the **University** agrees to pay interest, from the date of signature of this agreement until the date of payment of the adjustment, at an annual rate of:
- a) 2.5% for payments made from the date of signature of the present **Agreement** to August 31, 2014;
 - b) 3.5% for payments made from September 1, 2014 to December 31, 2014;
 - c) 4.5% for payments made from January 1, 2015 to February 24, 2015;

The above-mentioned interest rates are not cumulative.

4. The **Parties** have expressly required that the present **Agreement** be drafted in the English language. *Les parties ont expressément exigé que la présente Entente soit rédigée en anglais.*

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

Signed in Montreal, this 28 day of
February, 2014



Kevin Whittaker
President, MUNACA

Signed in Montreal, this 28 day of
February, 2014



Diana Dutton, on behalf of
Lynne B. Gervais
Associate Vice-Principal,
Human Resources,
McGill University