Release Agreement

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

(hereinafter the “University”)  

-and-

AMURE / Public Service Alliance of Canada Local 17601 – Research Assistants (AMURE)  
3483 Peel Street, Montreal, Quebec, H3A 1W7

(hereinafter the “Union”)

(hereinafter collectively referred to as the “Parties”)

WHEREAS the University carried out pay equity and maintenance exercises in 2001 and 2005;

WHEREAS the Parties agree that the 2001 pay equity exercise determined that Research Assistants were a predominantly female job class, which was evaluated at 398 points, and that the salary minimum was $7 and the maximum was $24.47;

WHEREAS from November 2001 to November 2005 and from February 14 to July 31, 2014, the University made payments to certain research assistants in virtue of the 2001 pay equity and 2005 pay equity maintenance exercises;

WHEREAS the University determined that research assistants were not entitled to any pay equity payments in virtue of the pay equity maintenance exercise of 2005;

WHEREAS in December of 2010, the Union was certified to represent research assistants;

WHEREAS the Union informed the University that it believed that research assistants were entitled to greater pay equity adjustments in virtue of the 2001 and 2005 pay equity maintenance exercises;

WHEREAS the Parties have come to an agreement with regard to how the pay equity adjustments for research assistants for the 2001 and 2005 pay equity maintenance exercises should be calculated and wish to amicably settle any and all disputes between them related directly or indirectly to the calculation of the 2001 and 2005 pay equity maintenance exercises and have reached an agreement which is made without any admission or recognition of liability whatsoever and for the sole purpose of putting an end to their potential or actual litigation;

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 2001 pay equity adjustment for eligible research assistants is a retroactive 12.2% increase in salary. The **Parties** agree that the 2005 pay equity adjustment for eligible research assistants is a retroactive 3.25% salary increase;

3. The **Parties** agree that pay equity adjustments described in the above paragraph 2 will be paid as follows:

   a) Research assistants hired before November 21, 2001 are entitled to the following increases to their hourly rate:

   - 2.44% as of November 21, 2001,
   - 2.44% as of November 21, 2002,
   - 2.44% as of November 21, 2003,
   - 2.44% as of November 21, 2004,
   - 2.44% as of November 21, 2005 and
   - 3.25% as of December 31, 2005.

   b) Research assistants hired on or after November 21, 2001 and before November 21, 2002 are entitled to the following increases to their hourly rate:

   - 2.44% as of the date of hire,
   - 2.44% as of November 21, 2002,
   - 2.44% as of November 21, 2003,
   - 2.44% as of November 21, 2004,
   - 2.44% as of November 21, 2005 and
   - 3.25% as of December 31, 2005.

   c) Research assistants hired on or after November 21, 2002 and before November 21, 2003 are entitled to the following increases to their hourly rate:

   - 4.88% as of the date of hire,
   - 2.44% as of November 21, 2003,
   - 2.44% as of November 21, 2004,
   - 2.44% as of November 21, 2005 and
   - 3.25% as of December 31, 2005.

   d) Research assistants hired on or after November 21, 2003 and before November 21, 2004 are entitled to the following increases to their hourly rate:

   - 7.32% as of the date of hire,
   - 2.44% as of November 21, 2004,
   - 2.44% as of November 21, 2005 and
   - 3.25% as of December 31, 2005.

   e) Research assistants hired on or after November 21, 2004 and before November 21, 2005 are entitled to the following increases to their hourly rate:
• 9.76% as of the date of hire,
• 2.44% as of November 21, 2005 and
• 3.25% as of December 31, 2005.

f) Research assistants hired on or after November 21, 2005 and before December 31, 2005 are entitled to the following increases to their hourly rate:

• 12.2% as of the date of hire and
• 3.25% as of December 31, 2005.

g) Research assistants hired on or after December 31, 2005 and before January 17, 2015, are entitled to a 3.25% increase to their hourly rate, as of their date of hire;

4. The Parties agree that the salary increases described in paragraphs 2 and 3 above will not exceed and will be limited to the salary scale maximums described in the table below or the hourly rate they were paid in virtue of their contract of employment, if it is higher;

<table>
<thead>
<tr>
<th>Effective date</th>
<th>Minimum hourly rate</th>
<th>Maximum hourly rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 21, 2001</td>
<td>$7.17</td>
<td>$28.14</td>
</tr>
<tr>
<td>November 21, 2002</td>
<td>$7.34</td>
<td>$28.83</td>
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<td>November 21, 2003</td>
<td>$7.52</td>
<td>$29.53</td>
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<td>November 21, 2004</td>
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<td>$30.25</td>
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<td>November 21, 2005</td>
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<tr>
<td>December 31, 2005</td>
<td>$8.15</td>
<td>$32.00</td>
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<tr>
<td>May 1, 2008</td>
<td>$8.50</td>
<td>$32.00</td>
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<tr>
<td>May 1, 2009</td>
<td>$9.00</td>
<td>$32.00</td>
</tr>
<tr>
<td>May 1, 2010</td>
<td>$9.50</td>
<td>$32.00</td>
</tr>
<tr>
<td>May 1, 2011</td>
<td>$9.65</td>
<td>$32.00</td>
</tr>
<tr>
<td>May 1, 2012</td>
<td>$9.90</td>
<td>$32.00</td>
</tr>
<tr>
<td>April 24, 2013</td>
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</tr>
<tr>
<td>May 1, 2013</td>
<td>$10.15</td>
<td>$32.48</td>
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<tr>
<td>May 1, 2014</td>
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<td>$32.48</td>
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<tr>
<td>June 1, 2014</td>
<td>$19.75</td>
<td>$33.03</td>
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</tbody>
</table>

The rates above were established as follows:

- Pay equity adjusted minimum
- Québec legal minimum wage
- Collective Agreement
- Pay equity adjusted maximum

5. The Parties agree that if the salary increase described in paragraphs 2 and 3 above does not bring the eligible research assistant's hourly rate to the minimum hourly rate set out in the table in paragraph 4, he or she will be entitled to an increase which will bring his or her hourly rate to the minimum hourly rate;
6. The Parties agree that the University will deduct from the amounts eligible research assistants are entitled to in virtue of the present Agreement the pay equity adjustments they received between November 2001 to November 2005 and between February 14 and July 31, 2014 and will pay the remaining amount, if any, as a lump sum;

7. The Parties agree that the University shall pay the pay equity adjustments as described in paragraph 6, if any, on or before May 1st, 2015. The Parties agree that the University will pay interest on the amounts paid out in virtue of paragraph 6, calculated from the date of the signature of the present Agreement until the date of payment, at an annual rate of 4.5% for payments made after January 1, 2015;

The University agrees to inform Union members of the amount of interest which they are receiving when the amount is paid out;

8. The Parties agree that if the amount research assistants received between November 2001 to November 2005 and between February 14 and July 31, 2014 is greater than the amounts they would receive in virtue of the present Agreement, the University may demand that they repay the University the amount of the overpayment;

9. The Parties agree that students working in their field of study or employed for their vacation period (hereinafter the “Students”) are excluded from the application of the Pay Equity Act. The Parties further agree that most casual research assistants are Students. The Parties agree that the list of casual research assistants found at Annex 1 is, to the best of their knowledge, the exhaustive list of casual research assistants to whom the present Agreement applies. The Parties further agree that the casual research assistants named in Annex 1 will receive retroactive pay increases set out in paragraphs 2 and 3. The Parties agree that the salary increases described in paragraphs 2 and 3 above will not exceed and will be limited to the salary scale maximums described in the table below or the hourly rate they were paid in virtue of their contract of employment, if it is higher. The Parties further agree that if the salary increase described in paragraphs 2 and 3 above does not bring their hourly rate to the minimum hourly rate set out in the table below, they will be entitled to an increase which will bring their hourly rate to the minimum hourly rate:

<table>
<thead>
<tr>
<th>Effective date</th>
<th>Minimum hourly rate</th>
<th>Maximum hourly rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 21, 2001</td>
<td>$7.17</td>
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<td>November 21, 2002</td>
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<tr>
<td>November 21, 2005</td>
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<tr>
<td>December 31, 2005</td>
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<td>May 1, 2010</td>
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<tr>
<td>May 1, 2011</td>
<td>$9.65</td>
<td>$16.14</td>
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</tbody>
</table>
May 1, 2012  $9.90  $16.56
April 24, 2013  $11.18  $18.70
June 1, 2014  $12.70  $21.24

10. The Parties agree that payments to be made in accordance with the calculations set out in the present Agreement satisfy all of the University's obligations towards Union members relating to the pay equity and maintenance exercises of 2001 and 2005. In consideration of making payments in accordance with the calculations set out in the present Agreement, the Union:

a) undertakes not to assist, directly or indirectly, any of its members in exercising any right, grievance, complaint, action, suit, claim, cause of action or damages that the Union and/or its members have, have had, or may have in the future against the University, by virtue of any contractual, legislative or regulatory provision whatsoever, relating to the pay equity and maintenance exercise of 2001 and 2005 and undertakes not to encourage them to do so;

b) on their own behalf and on behalf of their respective members, renounces any right, recourse, grievance or complaint, of any nature whatsoever, that it had, have or might have relating to the pay equity and maintenance exercise of 2001 and 2005 and, in such regard, grant a full and final release to the University and its representatives;

11. For the purpose of paragraph 3, the Parties agree that an employee who took an authorized leave of absence will be considered to have continuous service during the authorized leave;

12. 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 26th day of January, 2015
Sean Cory
President, AMURE

Signed in Montreal, this 26th day of January, 2015
Lynne Gervais
Associate Vice-Principal, Human Resources, McGill University