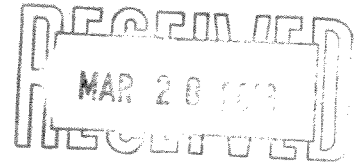<u>SETTLEMENT AGREEMENT</u>

INTERVENED BETWEEN :

McGILL UNIVERSITY ("McGill"), a legal person duly constituted according to law, having its head office and principal place of business at 688, Sherbrooke Street West, 15th floor, Montréal, Québec, H3A 2M7;

AND

McGill UNIVERSITY NON-ACADEMIC ASSOCIATION / PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL 17602 ("MUNACA"), a legal person having its head office at 3483 Peel Street, Montréal, Québec, H3A 1W7;

WHEREAS McGill has conducted and completed a pay equity exercise and on November 19, 2001, posted a pay equity plan in accordance with the *Pay Equity Act*, R.S.O., c. E-12.001 (the "Plan");

WHEREAS in July and August, 2002, six individuals, all employees represented by MUNACA, filed complaints with the CES regarding the Plan ;

WHEREAS on July 10, 2002, MUNACA filed a request for investigation with the CES which the CES in fact considered as a complaint;

WHEREAS on August 26, 2003, the CES declared the above-described complaints inadmissible on the basis that they were filed outside the applicable delays;

WHEREAS by way of a Motion dated November 20, 2003, the complainants filed a Motion with the *Commission des relations du travail* (CM-2000-8234) to annul the CES' decision, to have the complaints declared receivable and to send them back to the CES for further review. Both McGill and the CES expressed their intent to present preliminary objections to this Motion;

WHEREAS on November 17, 2004, the CES notified McGill of its decision to investigate the Plan on its own initiative (CES file number 2345);

WHEREAS on or about December 17, 2004, McGill filed an *"Action directe en nullité"* against the decision of the CES (CSQ 500-17-023666-046);

WHEREAS McGill paid out all of the salary adjustments calculated under the Plan in five (5) installments;

WHEREAS McGill was made aware that other complaints had been filed and received by the CES with respect to the Plan (the "Other Complaints") (CES file numbers 840, 2386 et 1387);
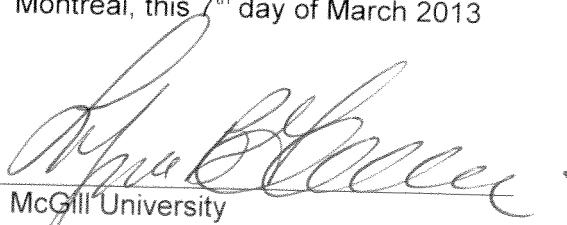
WHEREAS McGill and MUNACA entered into a conciliation process with the CES in order to arrive at an agreement concerning the implementation of the Plan on November 21, 2001, specifically with respect to the method of analysis used at the time of implementation, and maintenance of pay equity;

THE PARTIES HAVE AGREED AS FOLLOWS:

1. The preamble forms an integral part of this Agreement;

2. The parties agree that an exponential regression analysis shall be used as the method of analysis to determine the pay equity adjustments effective November 21, 2001;

3. The parties agree on the corrections to be made to the Plan resulting from the exponential regression analysis;

4. The parties will ask the CES to acknowledge that any and all complaints / investigations pertaining to the implementation and maintenance of the Plan are hereby withdrawn for all intents and purposes including the Other Complaints, and the individual complaints by members of every and all groups at the University, and to confirm that all files are closed;

5. This Agreement constitutes a transaction pursuant to Articles 2631 and following of the *Civil Code of Quebec* but is conditional upon the confirmation from CES that all files mentioned in the preamble are closed;

6. The signed Letter of Agreement on the adjustment to be applied to identified job classes, attached herein, is conditional on the full and final implementation of this Agreement;

7. The Parties hereby acknowledge and declare that all their recourses filed before the CRT and the Superior Court are settled, conditional on the full and final implementation of paragraphs 4 and 5 above;

8. The parties have accepted that this Agreement be drafted in the English language. Les parties ont accepté que la présente entente soit rédigée en langue anglaise.

AND THE PARTIES HAVE SIGNED :

Montreal, this 7th day of March 2013

McGill University
per:
    Authorized representative

Montreal, this 7th day of March 2013

McGill University Non-Academic Association / Public Service Alliance of Canada, Local 176025
per:
    Authorized representative