

## RELEASE AND TRANSACTION AGREEMENT

**McGill University**

688 Sherbrooke Street West, Suite 1520  
Montreal, Quebec, H3A 3R1  
(hereinafter the “**University**”)

-and-

**Judy Dear**

(hereinafter the “**Employee**”)

-and-

**McGill University Non-Academic Staff Association**

(hereinafter the “**MUNASA**”)

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

---

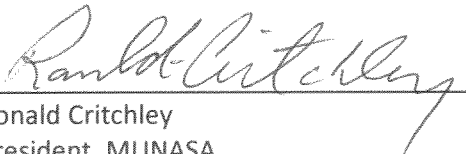
- Whereas** on or about April, 2012 the **University**, after consultation with **MUNASA**, announced a three (3) year salary policy for the reference years 2012, 2013 and 2014;
- Whereas** the **University** decided that because of budgetary imperatives it could not implement the increase for the reference year 2013;
- Whereas** the **Employee**, **MUNASA** and its members considered this decision unfair and unjust and therefore brought a motion for a declaratory judgment and injunction before the Superior Court of Quebec (bearing the number 500-17-077784-133), contesting the **University**'s decision (hereinafter the “**Motion**”);
- Whereas** for the reasons exchanged between the **Parties**, it has been decided to withdraw the **Motion**, without prejudice to the allegations of each of the **Parties**;
- Whereas** the **University** wishes to recognize the invaluable contribution of the employees represented by **MUNASA** and highlight its commitment to engaging with and receiving the input of M staff, through **MUNASA**, regarding all working conditions, including the salary policy.

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

1. The preamble forms part of the present Release and Transaction Agreement (hereinafter the “**Agreement**”);
2. The **University** agrees, from the date of the signing of the present **Agreement** and before implementing a salary policy concerning M staff, that it shall hold good faith discussions with **MUNASA** to discuss this topic and, in formulating the policy, shall take into account the concerns expressed by **MUNASA** on behalf of its members;

3. The **University** agrees that in formulating M salary policy, it shall take into consideration the essential contribution of M staff to the well-being of the **University** and do its best to ensure that salary compensation is as commensurate as possible with this contribution;
4. The **University** agrees that in the event that the **University** feels compelled to modify its salary policy mid-stream, it shall undertake discussions with **MUNASA** regarding alternatives and attempt to find the best possible solution;
5. The **Parties** agree that this **Agreement** is made without prejudice to the positions expressed by the **Parties** in their pleadings before the Superior Court with regard to the **Motion**;
6. In consideration of the present **Agreement**, the **Employee** and **MUNASA**, acting on its own behalf and on behalf of all individuals for which it instituted the motion, agree to:
  - a) withdraw the **Motion** within ten (10) days of the signing of this **Agreement**, without costs and each party paying their own fees and disbursements; and
  - b) release and forever discharge the **University**, its directors, officers, employees or representatives from any and all grievance, complaint, action, suit, claim, cause of action, or damages that the **Employee** and/or **MUNASA** has or has had against the **University** or its directors, officers, employees or representatives, by virtue of any contractual, legislative or regulatory provision whatsoever, relating to the **Motion** and/or the facts on which it was based;
7. The **Parties** reserve the right in the future to initiate litigation if they feel that this **Agreement**, both in spirit and in substance, has been violated;
8. The **Parties** have expressly requested that the present **Agreement** be written in English. *Les parties ont formellement demandée que la présente entente soit rédigée en anglais.*

**IN WITNESS WHEREOF**, the **Parties** have signed in Montreal, on the dates mentioned below.

  
 Ronald Critchley  
 President, MUNASA

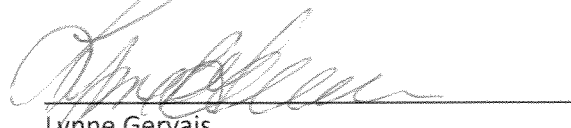
Signed this 10<sup>TH</sup> day of SEPT., 2015

  
 Robert Comeau  
 Director, Employee Relations,  
 McGill University

Signed this 17 day of September, 2015

  
 Judy Dear

Signed this 10<sup>th</sup> day of Sept., 2015

  
 Lynne Gervais  
 AVP, Human Resources,  
 McGill University

Signed this 17 day of Sept, 2015