LETTER OF AGREEMENT

BETWEEN

MCGILL UNIVERSITY
688, Sherbrooke Street West, Suite 1520
Montreal, Quebec, H3A 3R1
(Hereinafter referred to as the "Employer")

AND

SERVICE EMPLOYEES UNION, LOCAL 800
Mac Campus Trades and Powerhouse
920, rue de Port Royal Est
Montreal, Quebec, H2C 2B3
(Hereinafter referred to as the "Union")

(Hereinafter referred to as the "Parties")

WHEREAS on April 22, 2016, the Union filed grievance number P6317 2016-0004 (hereinafter referred to as the "Grievance") regarding the application of Article 36.01 of the collective agreement, more specifically, the Employer's practice regarding the reimbursement of expenses for the purchase of safety shoes;

WHEREAS the Parties wish to clarify the practice of reimbursement of expenses for safety shoes under Article 36.01 of the collective agreement;

WHEREAS the Parties wish to amicably settle any and all disputes between them relating directly or indirectly to the Grievance and the facts on which it is based;

THE PARTIES HAVE AGREED TO THE FOLLOWING:

1. The preamble forms a part of the present Letter of Agreement (the "Agreement");

2. Receipts may be submitted for reimbursement of safety shoes at any time in a given fiscal year. However, all original receipts for purchases of safety shoes by an employee for any given fiscal period must be submitted together at the same time. Once one submission has been made by an employee in a given fiscal year, no further reimbursements will be made for that year;

3. In order to be eligible for reimbursement, safety shoes must meet the CSA, Omega Safety and the Commission des normes de l'équité, de la santé et de la sécurité du travail quality and safety standards for the position performed by the employee;

4. The Employer reserves the right to verify the quality of the safety shoes and to refuse reimbursement if the shoes do not meet safety and quality standards outlined in paragraph 3 of this Agreement.

5. This Agreement will come into effect when it has been fully signed by all Parties and there will be no retroactivity;

6. In consideration of the foregoing, the Union hereby agrees to give a complete, final and definitive release to the Employer, its administrators, directors, employees, and officers of any and all claims, grievances, actions, recourses, complaints or causes of action of any nature whatsoever, which the Union has, had, or may have, relating directly or indirectly to the Grievance or the facts on which it is based;

7. In consideration thereof, the Union agrees that the Grievance has been resolved;

8. The Parties hereby acknowledge that the present Agreement constitutes a transaction within the meaning of articles 2631 and following of the Civil Code of Quebec (L.Q. 1991, c. 64) and binds the heirs, successors and assigns of the Parties;

9. The Parties hereby acknowledge that the present Agreement shall not constitute an admission of liability on the part of the Employer or the Union, any such liability being hereby expressly denied by the Parties, nor shall it constitute a precedent of any kind;
10. The Union hereby acknowledges that, before having signed the present Agreement, they had sufficient time to revise the terms and conditions contained therein;

11. 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 herinafter have signed pursuant to the dates and places mentioned herinafter:

For the Union:
Signed in Montreal, this 24 day of July 2018.
Andrew Fraser
Vice-President, Base unit

Signed in Montreal, this 12 day of July 2018.
Étienne Trudel
Union Representative
Services Employees’ Union

For McGill University:
Signed in Montreal, this 30 day of August 2018.
Denis Mondou
Director, Utilities and Energy Management
McGill University

Signed in Montreal, this 12 day of Sept. 2018.
Francis Desjardins
Director, Labour Relations
McGill University