

Memorandum of Agreement

between

McGill University

(the “**University**”)

and

Association of McGill Professors of Law

(“**AMPL**”)

WHEREAS the AMPL filed a certification request to represent:

Tous les professeur.e.s à temps plein de la faculté de droit de l'Université McGill

on November 21st 2021;

WHEREAS the University challenged the certification request on the basis that the unit proposed was inappropriate;

WHEREAS the University’s challenge, if successful, would have resulted in AMPL’s certification request being denied;

WHEREAS the Tribunal administrative du travail (“the TAT”) dismissed the University’s challenge and ruled that AMPL’s unit is appropriate and certified AMPL to represent this unit, the whole as appears from the decision issued by the TAT on November 7, 2022 (the “**Certification**”);

WHEREAS the University filed a motion for a judicial review of the TAT decision in front of the Quebec Superior Court(CS# 500-17-123248-224; the “**Motion**”);

WHEREAS the parties went into bargaining shortly after certification for the conclusion of a first collective agreement (the CA);

WHEREAS an arbitrator has been assigned to settle the parties’ disputes regarding the content of the CA (Me Jean Allard; the “**Arbitrator**”);

WHEREAS the Arbitrator has declared that he could not yet determine if he would have to determine the terms of the CA;

WHEREAS AMPL’s members are currently on strike;

WHEREAS the University submits that the strike will cause the cancellation of the Fall semester courses assigned to be taught by AMPL’s members if it is not concluded very rapidly;

WHEREAS two other associations have filed requests for certification seeking to represent professors of the University on a per faculty basis (TAT # 1337529 and 1362541; the “Certification Requests”);

WHEREAS the University disputes the appropriateness of the bargaining units proposed through the Certification Requests, notably on the same basis that it disputed AMPL’S petition;

WHEREAS the parties, in a joint effort to save the Fall semester, have agreed to the following representations and mutual agreements;

THE PARTIES HEREBY AGREE THAT:

- A) The University will file a withdrawal of its motion for judicial review (file CS# 500-17-123248-224;) on September 30th, before 5 pm, without costs.
- B) The University will notify the TAT in files # 1337529 and 1362541 that it withdraws its challenge that the units proposed are inappropriate, on September 30th, before 5 pm.
- C) The University can maintain its current challenges on individuals on the basis that they are CAS, or in management positions.
- D) The University will not raise any other challenges in these files and will not contest that the units be certified immediately, and the remaining challenges be dealt with afterwards.
- E) As soon as steps A and B are completed, the strike will be over, and the parties will apply the “Back to Work” protocol annexed hereto as Schedule A.
- F) The parties will then through their respective counsel, inform the Arbitrator as soon as possible and no later than October 3rd, 2024, at noon, to inform him that, further to additional exchanges between the parties, they are now in agreement to have him determine the content of the CA. Counsel shall ask the Arbitrator to inform the Labour Minister of this fact as soon as possible.

The dates scheduled for October 8, 9, and 14 will be used as hearing dates in front of the Arbitrator to present evidence to determine the content of the CA;

- G) By Tuesday, October 1st, 2024, at 5 pm, the parties will agree on the terms of a joint communication affirming their mutual commitment to student success and collegial relations between the university and academic staff.

Said communication shall jointly recognize that McGill and AMPL have agreement on several matters and that the relevant clauses outlining such agreement will be incorporated

unconditionally into the eventual collective bargaining agreement which will be finalized through the ongoing process with the Arbitrator.

Should the parties be unable to agree on the terms of a joint communication, no joint communication will be issued..

- H) AMPL recognizes that it is possible that certain working conditions of the University professors, including the professors of the Faculty of Law, be established on a “University wide” basis (as opposed to a “per faculty” basis) and that this could require that, as it concerns these working conditions, a system be established that allows the other certified professors’ unions in the Faculty of Arts and the Faculty of Education to participate and conclude conditions that apply to the members of all three bargaining units.

Accordingly, the parties shall instruct their counsel to engage in negotiations (parallel and distinct from any discussions related to the arbitration on the terms of the CA), to be conducted as efficiently as possible and concluded by no later than November 8, 2024, with the aim of agreeing on the terms of contractual agreements establishing the above-mentioned system, without prejudice or admission on AMPL’s part. It is understood that these negotiations will require the involvement of AMPL, AMPE and AMPFA.

Should the parties be unable to agree on the terms of contractual agreements establishing the above-mentioned system by November 8, 2024, they may continue bargaining if all the parties wish to do so.

The parties shall also instruct their counsel to engage in negotiations to establish which working conditions should or should not be established on a “University wide” basis. Any unresolved dispute regarding whether a specific working condition should or should not be established on a “University wide” basis shall be submitted for determination to the Arbitrator, in the course of the arbitration regarding the CA.

The Arbitrator shall be informed of the above representations and agreements by the parties.

IN ACCORDANCE THEREWITH, THE PARTIES HAVE SIGNED ###