

**RESOLUTION OF THE BOARD OF GOVERNORS OF  
McMASTER UNIVERSITY**

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**WHEREAS** McMaster University (the “University”) established and maintains the Contributory Pension Plan for Hourly-Rated Employees of McMaster University Including McMaster Divinity College as amended and restated as at January 1, 2019 (the “Hourly Plan”);

**AND WHEREAS** pursuant to Section 15.01 of the Hourly Plan, the University reserves the right to amend the Hourly Plan, at any time, subject to the requirements of its contractual obligations to Employees and its obligations under the collective agreements between the University and the bargaining units;

**AND WHEREAS** the University wishes to amend the Hourly Plan to give effect to a negotiated agreement between the University and Unifor and its Local 5555, with respect to Operations and Maintenance employees;

**NOW THEREFORE**, the Hourly Plan is amended as follows:

- 1. Effective April 18, 2019, Section 11.01 is deleted in its entirety and replaced with the following:**

**11.01 Member Required Contributions During Disability**

A Member is exempted from the requirement to make contributions to this Plan during a period of Total Disability. Notwithstanding any provision of this Plan, Sections 11.01 through 11.05, inclusive, do not apply to Members who meet the definition of Employee pursuant to Section 2.12(a)(i) (Operations and Maintenance Employees).

**2. Effective April 18, 2019, Section 11.06 is deleted in its entirety and replaced with the following:**

**11.06 Credited Service During Leave of Absence**

**(a) Leave with Pay**

If a Member is granted a leave of absence with pay, contributions and benefit accruals shall continue.

**(b) Leave without Pay**

Subject to Sections 11.06(c) and 11.06(d), where a Member goes on a leave of absence without pay that is approved by the University, the Member shall elect:

- (i) to cease contributions and benefit accruals under this Plan in respect of the period of absence; or
- (ii) to continue contributions and benefit accruals under this Plan in respect of the period of absence, in which case the Employee shall, in a form and manner acceptable to the University, remit contributions to the University in an amount equal to the Employee's required contribution calculated in accordance with Section 8.01 and, for purposes of this calculation, Regular Annual Earnings shall be that which would have been in effect had the individual remained an active Employee.

Such election shall be made in the form and manner prescribed by the University for this purpose from time to time (and, where practicable, prior to commencement of the leave).

- (c) Notwithstanding Section 11.06(b), and subject to Sections 11.01, 11.02 and 11.03, if applicable, unless otherwise specifically negotiated under a

collective bargaining agreement with the relevant bargaining unit, a Member who is an Employee by virtue of Sections 2.12(a)(ii), (iv), (v) or (vi) whose approved unpaid leave of absence is not a leave of absence in respect of which the *Employment Standards Act, 2000* or other applicable legislation requires that the Member be provided the option to continue to participate in this Plan, shall cease contributions and benefit accruals under this Plan in respect of the entire period of absence effective on the following dates:

- (i) December 10, 2015, Machinists;
  - (ii) May 1, 2016, Hospitality Services;
  - (iii) October 26, 2015, Security Services; and
  - (iv) October 25, 2014, Parking and Transit Services.
- (d) Notwithstanding Section 11.06(b), effective April 18, 2019, a Member who is an Employee by virtue of Section 2.12(a)(i) whose approved unpaid leave of absence is not a leave of absence in respect of which the *Employment Standards Act, 2000* or other applicable legislation requires that the Member be provided the option to continue to participate in this Plan, shall cease contributions and benefit accruals under this Plan in respect of the period of absence; for greater certainty, this Section 11.06(d) shall apply in respect of leaves of absence commenced prior to, or on or after, April 18, 2019.

**3. Effective April 18, 2019, Section 8.01 is amended by deleting the first row of the table in its entirety and replacing it with the following:**

Class of Member	Period	Employee Contribution Rate on Regular Annual Earnings	
		Up To YMPE	In Excess of YMPE
Members of this Plan who meet the definition of Employee pursuant to Section 2.12(a)(i) of this Plan ("Operations and Maintenance")	July 15, 2018 to November 28, 2020	7.00%	10.00%
	November 29, 2020 forward	8.00%	11.00%

\* \* \* \* \*

**CERTIFIED** to be a true and correct copy of a Resolution of the Board of Governors of McMaster University passed at a meeting held on the 6<sup>th</sup> day of *June*, 2019.

**McMASTER UNIVERSITY**

  
University Secretary