

MEMORANDUM OF AGREEMENT
(Hereinafter referred to as "this Agreement")

BETWEEN

McMASTER UNIVERSITY
(**"the University"**)

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW CANADA) AND ITS LOCAL 555**
(**"the Union"**)

WHEREAS the University and the Union (each a "Party" and collectively "the Parties") are parties to a Collective Agreement in respect of the Office, Administrative and Technical employees of the University ("Unit 1"), with a term effective from June 16, 2009, to August 31, 2012, inclusive (the "Collective Agreement");

NOW THEREFORE the Parties do hereby agree as follows, notwithstanding the terms of the Ontario Labour Relations Act, 1995:

1. Article 22.02, as it exists effective August 31, 2012, shall remain unchanged for the period ending:
 - a. With the date coincident with the expiry of the term of a renewal to the Collective Agreement; or
 - b. August 31, 2015whichever is later.
2. Subject to paragraph 3 and the operation of Article 22.02, the terms of the Salaried Pension Plan with respect to the Union's Unit 1 bargaining unit members, as they exist effective August 31, 2012, shall remain unchanged for the period ending:
 - a. With the date coincident with the expiry of the term of a renewal to the Collective Agreement; or
 - b. August 31, 2015whichever is later, unless otherwise agreed to by the Union and the University in writing.
3. Nothing herein shall preclude the Parties from changing the rates of employee pension contributions from the rates in effect on August 31, 2012, pursuant to the Memorandum of Agreement between the Parties dated September 22, 2009, regarding the "Costing of 'Rule of 80'";
4. Each of the Parties hereby confirms that the person executing this Agreement on their behalf is authorized to bind that Party;
5. The Parties agree that this Agreement shall be executed by the Parties on the dates, and at the places specified below, and, shall be executed in three (3) counterparts, each of which shall be deemed to be an original but all of which together shall

constitute one and the same instrument. The Parties further agree that a photocopy of the executed document shall be enforceable as an original of the document.

IN WITNESS WHEREOF the University has caused this Agreement to be executed, on its behalf, in the City of Toronto, Ontario, this 23rd day of December, 2009.

Wanda McKenna
Witness

Mark Haley
Mark Haley
Assistant Vice-President, Human Resources
Services, McMaster University

Wanda McKenna
Witness

Ken Coley
Ken Coley
Associate Dean Academic, Faculty of
Engineering, McMaster University

IN WITNESS WHEREOF the Union has caused this Agreement to be executed, on its behalf, in the City of Toronto, Ontario, this 23rd day of December, 2009.

Bob Root
Witness

Peggy Walsh
National Automobile, Aerospace,
Transportation And General Workers Union
Of Canada (CAW Canada) And Its Local 555

Bob Root
Witness

Matt Root
Matt Root
President, CAW Local 555