

ARTICLE 1.00 – INTERPRETATION

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Primary Responsibilities and Duties

1. Maintain books and records of the Corporation and its subsidiaries and prepare financial statements and reports thereon.

2. Maintain Confidentiality of Data and Information.

3. Fulfillment of Fiduciary Obligations.

4. Maintain Confidentiality of Data and Information.

5. Maintain Confidentiality of Data and Information.

6. Maintain Confidentiality of Data and Information.

7. Maintain Confidentiality of Data and Information.

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36. Maintain Confidentiality of Data and Information.

37. Maintain Confidentiality of Data and Information.

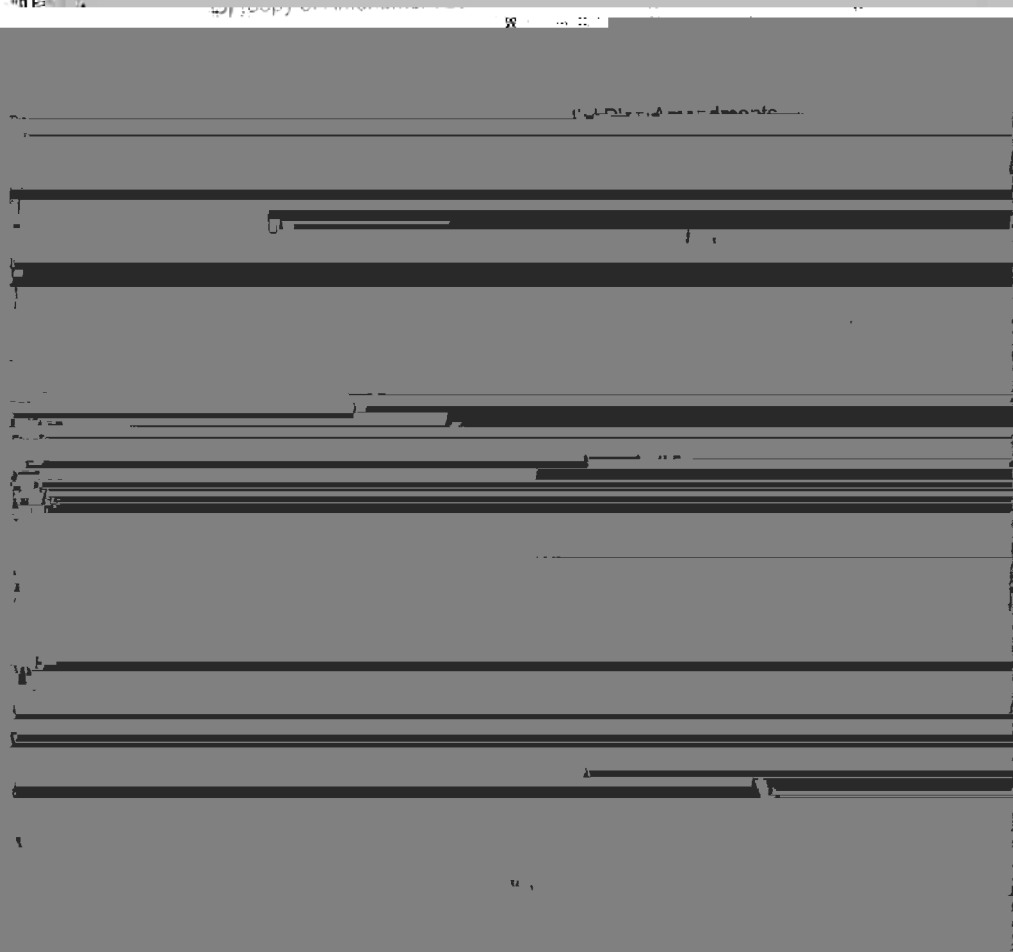
38. Maintain Confidentiality of Data and Information.

39. Maintain Confidentiality of Data and Information.

40. Maintain Confidentiality of Data and Information.

SCHEDULES

"A" Copy of 2001 Plan Amendments (Amendment 2001/1)
"B" Copy of 2004 Settlement Agreement
"C" Copy of Amendment 2004/A



"K" 2008
Form of Consent and Undertaking

AMENDED AND RESTATED TRUST AGREEMENT

THIS AMENDED AND RESTATED TRUST AGREEMENT is entered into on the 25th day of March, 2008,

BY AND AMONGST:

THE UNIVERSITY OF WINNIPEG
[Redacted]

(hereinafter called the "**University**")

OF THE FIRST PART,

-and-

THE UNIVERSITY OF WINNIPEG FACULTY ASSOCIATION,
including on behalf of **THE UNIVERSITY OF WINNIPEG FACULTY ASSOCIATION (COLLEGIATE DIVISION)**
(hereinafter collectively called "**UWFA**")

OF THE SECOND PART,

-and-

THE ASSOCIATION OF EMPLOYEES SUPPORTING EDUCATION SERVICES
(hereinafter called "**AESSES**")

[Redacted]

WHEREAS:

A. On or about September 1, 19
University, e
Plan" for th
employees.

[REDACTED]

By its Assignment dated March 20, 1999, the University appointed RBC Dexia

[REDACTED]

reserve at December 31, 1999 as determined by the Plan Actuary be split based on the Defeasement of the Defeasement Participants:

[REDACTED]

exception of any amending provisions to deal

[REDACTED]

(viii) To provide that the University could use its share of the actuarial surplus and investment reserve to fund future contribution holidays including that provided by Amendment 2000/1:

[REDACTED]

(ix) To provide that if, as a result of a future deficiency in the Fund, the

[REDACTED]

K. On March 7, 2005, the Board

mendments".

L. Plan Transiti
between the
Trustees as

res
rein
the
ooo

M. The parties hereto have entere

N. Attached hereto as

occurrence of, and with effect as of and from, the Effective Date (as defined in the Pension Plan Transition Agreement). Amendment 2008/A shall effect such amendments as are required to reflect the change in administrator of the Plan from the LIRA to the LIRA Trust, and to change the name of the Plan to the "The [redacted] Pension Plan" pursuant to the Pension Plan Transition Agreement.

[Redacted content]

and such Stakeholder-Appointed Trustees and External Trustees, or successors thereto, as may be appointed from time to time subject to and in accordance with the provisions of Article 2.00 of this Trust Agreement;

(h) **"Collective Agreements"** means the collective agreements from time to time entered into between the University and each of UWFA, AESES, IUOE and any other collective bargaining agent with legal authority to represent any Members;

(i) **"Conflict Report"** means a report submitted by a Person being considered for

[REDACTED]

(bb) "IUOE Appointee" means the Trustee appointed by IUOE pursuant to Section 2:01(d) hereof;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(b) ... activities thereof or any agency or department of any such

[REDACTED]

(aaa) **"Stakeholder-Appointed Trustees"** means collectively, and **"Stakeholder-Appointed Trustee"** means individually any one of, the Trustees appointed pursuant to Sections 2.01(a), (b), (c), (d) and (e) of this Trust Agreement;

(bbb) **"Trust Agreement"** means this amended and restated trust agreement, being the 1999 Agreement, as amended and restated by the Pension Plan Transition

[REDACTED]

(ddd) **"University Appointees"** means collectively, and **"University Appointee"** means individually any one of, the Trustees appointed by the University pursuant to Section 2.01(a) hereof;

[REDACTED]

Gender and Number. Where the context requires, words in part of the Agreement include the singular and vice versa; words importing gender include the masculine, feminine and neuter genders; and words importing persons include individuals, bodies corporate, trusts, partnerships and unincorporated organizations.

1.04 Headings. The headings of articles or sections in this Trust Agreement are included for convenience of reference only and are not to be considered in the construction of the provisions hereof.

1.05 Agreement References. The words "hereto", "hereof", "herein", "hereby", and similar expressions refer to this Trust Agreement and not to any particular

[REDACTED]

Association Appointee stees by
the Board of Trustees sociation
Association Appointee notice in
Association and the The Reti
forthwith appoint a new Retirement Association Appointee to replace a
Retirement Association Appointee who has been removed or who has died or
shall notify the Board of Trustees of the new Retirement

Association Appointee.

(The University Appointees, the UWFA Appointees, the AESES Appointees, the
Retirement Association Appointees are sometimes

nomination and election of all nominees to the Board of Trustees, except to the extent that they are compelled to disclose any such information under Applicable Laws

2.05 **Consent and Undertaking of Trustees.** By executing this Trust Agreement, each of LAUREN REPSKI, VALERIE GILROY, BILL BALAN, MARY ANNE WALKS, JIM CLARK, WENDY JOSEPHSON, KAREN ZOPPA, BARRY BARSKE, GREG GILLS, DAVID ORZ, FRANK STEARNS and MAURICE NEARON consent to act as a Trustee of the Pension

terms and conditions of this Trust Agreement, the Plan and the Applicable Laws of Manitoba and Canada governing trustees. Any new Trustee appointed or elected to the Board of Trustees pursuant to the provisions of this Article 2.00 (whether as a Stakeholder Appointed

(iii) A Person who is not bondable;

Individual, unless the Board of Trustees, by

[REDACTED]

Initial and Annual Submission of Committee of Conflict Report The election or appointment

[REDACTED]

duty or standard of care required of a Trustee under this Trust Agreement and under Applicable Laws (the "Offending Trustee"), the Operations Committee shall refer the matter to the Board of Trustees for appropriate disposition. Whether pursuant to a matter referred to it by the

Operations Committee on its own motion (moved by any one or more Trustees) the Board of Trustees shall have the authority to remove or suspend any Trustee who is found to be in violation of the duty or standard of care required of a Trustee under this Trust Agreement and under Applicable Laws (the "Offending Trustee") by the Board of Trustees.

Internal Trustee voting in violation of the duty or standard of care required of a Trustee under this Trust Agreement and under Applicable Laws (the "Offending Trustee") by the Board of Trustees.

[REDACTED]

... and in particular sections 2.04, 2.07 or 2.10 hereof but does not seem to refer to

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

... to the Plan Assets for the purposes of providing the Plan Benefits in accordance with

[REDACTED]

3.05 **Plan Assets Not Subject to Alienation, etc.** It is the intention of the parties
... in any manner to anticipation alienation.

[REDACTED]

acting as an Administrative Agent. Notwithstanding the administrative services to be provided by such Administrative Agent, it is acknowledged and agreed that the [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

instruments (including any Contracts of Insurance and any certificates or other documents securities or other Plan Assets belonging

[REDACTED]

Secretary.

4.04 **Treasurer.** The Board of Trust
Truste
Board
record
disbur

f the Treasurer.

The Board of Trustees may elect one Trustee to fulfill the
[REDACTED]

All recommendations of the [redacted] Committee for the implementation of new rules

[redacted]

of the Board of Trustees:

The Board of Trustees shall meet [redacted]

(e) The decisions of the Board of Trustees, or of any committee thereof, shall be determined by Ordinary Resolution, unless otherwise provided for herein.

text of the Plan and subject to the power of the Board of Trustees or the committee, as applicable, by Extraordinary Resolution to alter or amend

... and any and all other instruments in which it is interested and purporting to bind

... be signed, executed, drawn, endorsed, and

... received or retained by any person

...

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...

...of the Board of Trustees of LIMEA, ASES or UIQF (unless waived by such Parties) and, except in

...upon the quarterly and ... financial
... contribution component and defined benefit and defined benefit ...
... and to oversee and advise on the process ... more generally on the

[REDACTED]

[REDACTED]

... to oversee and advise on the operation of the Defined Contribution

[REDACTED]

Trust Fund and the Plan for the purpose of providing the Plan Benefits and, without limiting the
power of the Trustees to do the following:

in their absolute discretion, the terms and

[REDACTED]

(d) to determine the manner of use or disposition of Plan Assets comprising the [REDACTED] with the terms and conditions of the Plan and [REDACTED]

[REDACTED]

to the requirements of this Trust Agreement

[REDACTED]

(e) to determine by Extraordinary Resolution the manner of use or disposition of any surpluses in the Pension Trust Fund in accordance with the terms and conditions of the Plan; provided however, that the provisions of section 6.01(n) must be complied with to the extent that the Plan requires amendment to implement a [REDACTED] and provided further that no [REDACTED]

[REDACTED]

relating to the Employee Contributions of Members as well as the University Contributions. The Board of Trustees shall also receive the records of the Plan Custodian, the Administrator,

[REDACTED]

and any Plan Insurer(s) to ensure that Plan Assets are being properly safeguarded and invested.

5.02 Approval of Plan Assets and Investment Activities

[REDACTED]

(a) information as to the qualifications for entitlement to participate in the Plan,

[REDACTED]

(b) information as to the Plan Benefits and eligibility therefor, including as to any changes thereto;

(c) information as to the University Contributions and Employee Contributions to fund the Plan as determined by the Board of Trustees;

[REDACTED]

provided however, that the Board of Trustees may determine from time to time that specific information is confidential to, and shall be kept confidential by, the Board of Trustees, including, without limitation, in camera deliberations of the Board of Trustees and information that must be kept confidential by virtue of Section 5.04 hereof, including the personal information of

[REDACTED]

separately from the Plan Assets attributable to the Defined Benefit Component of the Plan);

[REDACTED]

(d) To consent to and join in any pl

Fund;

(e) To appoint any Person their proxy to vote any such shares, stocks or other investments or securities forming part of the Plan Assets;

- (i) To waive or agree to waive, in whole or in part, unpaid accrued interest, or

~~unpaid dividends on any investment which may be held by them at any~~

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

time or to release any Person from any obligation in respect of the Plan Assets

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

other employees of the University or Affiliated Institutions affected thereby, or is otherwise required in order to ensure compliance with Applicable Laws; and

- (vii) no amendment shall be adopted that adversely affects the pension benefit credits (as defined in *The Pension Benefits Act*) of any Member, Pensioner or other beneficiary of the Plan in respect of remuneration and membership in the Plan prior to the effective date of the

[REDACTED]

amendment; and

- (viii) no amendment to section 14.2 of the Plan is permitted unless all of the Stakeholders have approved such amendment in writing; and

- (ix) no amendment to the Plan shall be adopted or approved in a manner that

[REDACTED]

[REDACTED]

[REDACTED]

Fund and, notwithstanding any Plan Services Agreement, the Board of Trustees

~~shall remain responsible for the discharge of their fiduciary obligations on~~

[REDACTED]

~~and as administrator of the Plan, and the Board of Trustees may not~~

[REDACTED]

delegate to any such Administrative Agent (including the University) the right to

[REDACTED]

[REDACTED]

... hutions ... in ... not properly ...

[REDACTED]

7.06 **Fiduciary Liability Insurance.** The Board of Trustees may obtain fiduciary liability insurance, the terms of which shall be determined by the Board of Trustees, in such amount and from such insurer as the Board of Trustees may deem advisable.

[REDACTED]

R3M 3Y7
Attention: President
Fax: (204) 949-5215

(e) If to IUOE:

The International Union of Operating Engineers (IUOE), Local 987
1008 Wall Street
Winnipeg, Manitoba
R3G 2V3
Attention: Business Agent
Fax: (204) 783-6578

(f) If to the Retirement Association:

The University of Winnipeg Retirement Association Inc.

c/o Human Resources Department
The University of Winnipeg

Winnipeg, Manitoba
R3B 2E9
Attention: President
Fax: (204) 783-7981

Member

the payment of expenses of the Plan or such other purpose as may be permitted by the Plan or by this Trust Agreement;

[REDACTED]

availability of information to interested Parties;

[REDACTED]

9.05 **Process for Termination.** The termination of the Trust Agreement (or the discontinuance of application of the Trust Agreement to a component of the Plan) shall be carried out as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

accordance with Applicable Laws. The obligations of the Trustees hereunder shall be governed exclusively by the terms of this Trust Agreement and Applicable Laws.

10.04 **Time of Essence.** Time shall be of the essence hereof. This Trust Agreement is to be in full force and effect as of the date and year first above written.

10.05 **Further Assurances.** Each of the Parties hereto shall from time to time and at any time hereafter, upon each reasonable written request to do so, make, do, execute and deliver, cause to be made, done, executed and delivered all such further acts, deeds,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Name: Laurel Renski
Human Resources, Audit and Sustainability

Name: Valerie Gilroy
Title: General Counsel and Corporate Secretary

[REDACTED]

THE ASSOCIATION OF EMPLOYEES SUPPORTING EDUCATION SERVICES

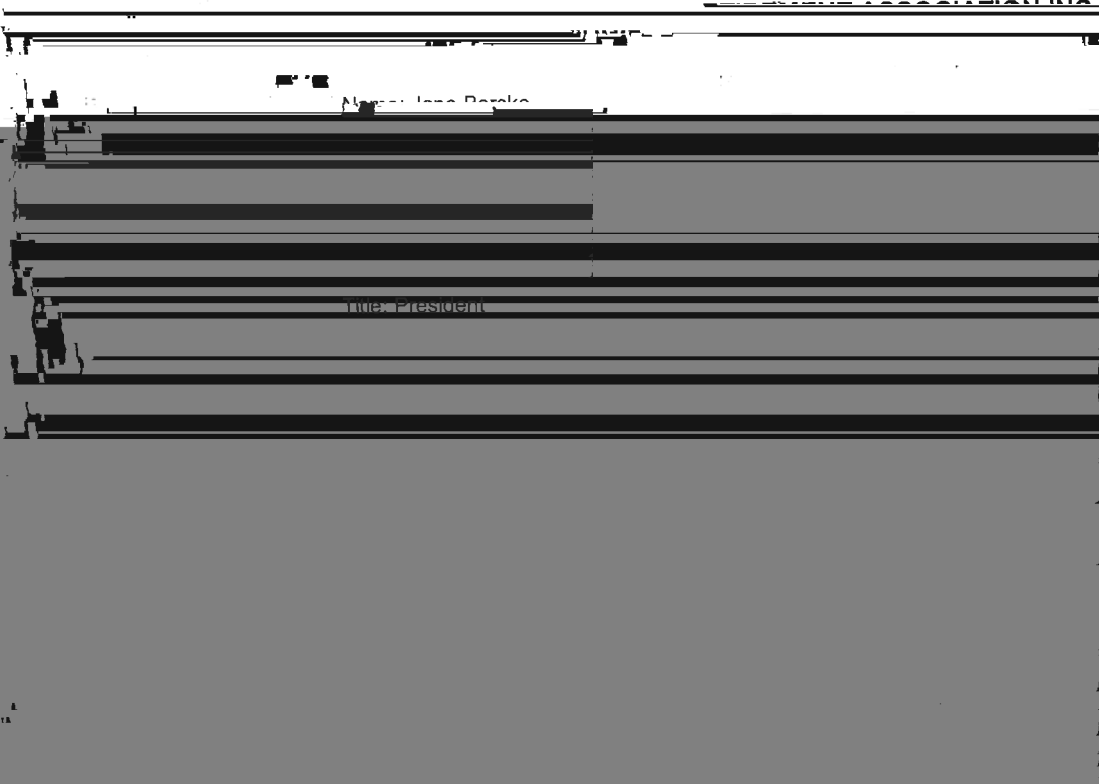
By: Name: Tom Moyle
Title: President

By: Name: Jacqueline Mikolash
Title: Acting Vice-President

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

By: Name: Gil Pelletier
Title: Authorized Signatory

By: Name: David Torz
Title: Authorized Signatory



By:

_____ Witness)	_____ MARY ANNE WALLS
_____ Witness)	_____ BARRY BARSKE
_____ Witness)	_____ GREG GILLIS
_____ Witness)	_____ DAVID TORZ
_____ Witness)	_____ BRENT STEARNS
_____ Witness)	_____ MAURICE MEARON