

AMENDMENT 2011-G

TO THE UNIVERSITY OF WINNIPEG TRUSTEED PENSION PLAN

WHEREAS the University of Winnipeg (the "**University**") established a pension plan for its employees entitled "The University of Winnipeg Pension Plan" effective September 1, 1972, which pension plan has been amended and updated from time to time, was formally adopted by By-Law No. 3/97 passed and enacted by the Board of Regents of the University on October 27, 1997, and has subsequently been amended from time to time since being formally adopted by the University (the "**Plan**");

AND WHEREAS the University transferred responsibility for administration of the Plan to the Board of Trustees (the "**Board of Trustees**") of The University of Winnipeg Trusteed Pension Plan Trust (the "**Trust**") by agreement dated March 25, 2008 and effective on July 7, 2008, and the Plan was re-named "The University of Winnipeg Trusteed Pension Plan" effective on that date;

AND WHEREAS the Board of Trustees has the right under Article 14 of the Plan to supplement, modify or amend the Plan provided that no such supplementation, modification or amendment of the Plan shall permit any part of the assets of the trust fund established under the Plan to revert to or be recoverable by the University or used or diverted to purposes other than for the exclusive benefit of members, retired members or their beneficiaries and joint annuitants under the Plan, and provided further that the Board of Trustees must abide by the terms and conditions of the Amended and Restated Trust Agreement dated March 25, 2008, between the University, The University of Winnipeg Faculty Association, the Association of Employees Supporting Education Services, the International Union of Operating Engineers and The University of Winnipeg Retirement Association Inc. (collectively, the "**Stakeholders**") and the trustees of the Trust as identified therein, pursuant to which the Trust was continued and under which the Trust is governed (the "**Trust Agreement**");

AND WHEREAS the Board of Trustees wish to amend the Plan to increase the contribution rates paid by Members and by the University in accordance with the collective agreements negotiated between the University and those Stakeholders that are bargaining agents for Members, which increases are also being implemented for Excluded Members (as hereinafter defined);

AND WHEREAS the Board of Trustees wish to clarify the Plan to indicate Aurora Family Therapy Centre has been, and continues to be, a participating employer under the Plan, and certain employees of Aurora Family Therapy Centre are eligible for participation in the Plan;

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED THAT the Plan shall be supplemented, modified and amended with effect as of and from January 1, 2012, as follows:

- (A) The heading of Article 1 of the Plan is hereby amended to read as follows, and the Table of Contents of the Plan shall be amended accordingly:

"ARTICLE 1 – DEFINITIONS AND SCHEDULES"

- (B) Paragraph 1.25 of the Plan is hereby deleted in its entirety and the following Paragraph 1.25 substituted therefor:

"1.25 "Employee" means: (i) a salaried person in the service of the University; (ii) a salaried person employed by Menno Simons College, except that, with effect from January 1, 2003, any employee of Menno Simons College who, at that date, had less than 10 years of Service in this Plan, shall no longer be an Employee for the purposes of this Plan and no future employee of Menno Simons College shall become an Employee for the purposes of this Plan; (iii) a salaried person

employed by The University of Winnipeg Faculty Association; and (iv) a salaried person employed by Aurora Family Therapy Centre.”

(C) Paragraph 1.25.1 is hereby added to the Plan as follows:

“1.25.1 “Excluded Member” means a Member participating in either the Defined Benefit Option or the Defined Contribution Option who is not included in any bargaining unit that is represented by any Stakeholder, as defined in the Amended and Restated Trust Agreement, that is a bargaining agent for Employees, and for greater certainty, an Excluded Member includes an Employee of Aurora who is participating in either the Defined Benefit Option or the Defined Contribution Option and otherwise meets the definition for Excluded Member.”

(D) Paragraph 1.47.1 is hereby added to the Plan as follows:

“1.47.1 “Schedule A” means the Schedule A - Contribution Rates attached to the Plan from time to time by the Board of Trustees, and the most current version of Schedule A as attached to the Plan shall be the one that governs hereunder.”

(E) The existing Paragraph 1.49.1 (“Superintendent’s Order”) is hereby renumbered as Paragraph 1.49.2, and new Paragraph 1.49.1 is hereby added to the Plan as follows:

“1.49.1 “Stakeholder” has the meaning ascribed thereto in the Trust Agreement.”

(F) Paragraph 1.55 of the Plan is hereby deleted in its entirety and the following Paragraph 1.55 is substituted therefor:

“1.55 “University” means the University of Winnipeg or the Board of Regents thereof, as the context requires, and, for all provisions of the Plan (other than Paragraph 4.2(b) and any provisions of the Plan that deal with administration or governance of the Plan prior to the transfer by the University of Winnipeg of responsibility for administration and governance of the Plan to the Board of Trustees effective on July 7, 2008, in accordance with Article 17), shall also mean as the context requires: (i) Menno Simons College as a participating employer (in lieu of the University of Winnipeg) in respect only of any salaried persons employed by Menno Simons College who qualify as Employees hereunder; and (ii) The University of Winnipeg Faculty Association as a participating employer (in lieu of the University of Winnipeg) in respect only of any salaried persons employed by The University of Winnipeg Faculty Association who qualify as Employees hereunder; and (iii) Aurora Family Therapy Centre as a participating employer (in lieu of the University of Winnipeg) in respect only of any salaried persons employed by Aurora Family Therapy Centre who qualify as Employees hereunder.”

(G) Paragraph 1.57 of the Plan is hereby deleted in its entirety and the following Paragraph 1.57 is substituted therefor:

“1.57 “Year’s Maximum Contributory Earnings” means:

- (i) for calendar years 1997 to 2004 inclusive, \$95,000;
- (ii) for calendar years 2005 to 2011 inclusive, the sum of:
 - (a) \$86,111; and
 - (b) 30% of the Year’s Maximum Pensionable Earnings for that year; and
- (iii) for 2012 and each subsequent year, the amount as outlined in Schedule A.”

(H) The following paragraph is hereby added to the end of Article 1 of the Plan:

"Schedule A is hereby annexed to the Plan and is incorporated as part of the Plan and forms an integral part hereof."

- (I) Paragraph 3.1(a) of the Plan is hereby deleted in its entirety and the following Paragraph 3.1(a) is substituted therefor:

"(a) During membership in the Plan (subject to Article 16), each full-time Member, unless benefits from the Long-Term Disability Plan of the University are being received by such Member, shall make required contributions to the Fund each year, by means of consecutive payroll deductions, so that:

- (i) For contributions up to December 31, 2011, the contributions shall total:

- a. six per cent (6%) of the Member's Basic Salary up to the Year's Basic Exemption and,
- b. four and two-tenths per cent (4.2%) of the Member's Basic Salary between the Year's Basic Exemption and the Year's Maximum Pensionable Earnings and,
- c. six per cent (6%) of the Member's Basic Salary, if any, between the Year's Maximum Pensionable Earnings and the Year's Maximum Contributory Earnings.

- (ii) For contributions from and after January 1, 2012, the contributions shall be determined by applying the contribution rates in Schedule A applicable to the Member to the Member's Basic Salary."

- (J) Paragraph 4.1(a) of the Plan is hereby deleted in its entirety (but, for greater certainty, the lead-in sentence of Paragraph 4.1 shall remain as is and is not deleted hereby), and the following Paragraph 4.1(a) is substituted therefor:

"(a) Basic Contributions

- (i) For a DC Member, up to and including December 31, 2011, the contributions shall be determined as:

- (a) six percent (6.0%) of the DC Member's Basic Salary up to the Year's Maximum Contributory Earnings, minus
- (b) one and four-fifths percent (1.8%) of that part of the DC Member's Basic Salary which is in excess of the Year's Basic Exemption but no greater than the Year's Maximum Pensionable Earnings;

provided however, that the University shall not be required to make any such contributions to the Fund for the period commencing on April 1, 2000 and ending on March 31, 2002.

- (ii) For a DC Member, from and after January 1, 2012, , the contributions shall be determined by applying the contribution rates in Schedule A applicable to the DC Member to the DC Member's Basic Salary.
- (iii) For a DB Member, up to and including March 31, 2003, the contributions shall be determined as:

- (a) six percent (6.0%) of the DB Member's Basic Salary up to the Year's Maximum Contributory Earnings, minus
- (b) one and four-fifths percent (1.8%) of that part of the DB Member's Basic Salary which is in excess of the Year's Basic Exemption but no greater than the Year's Maximum Pensionable Earnings;

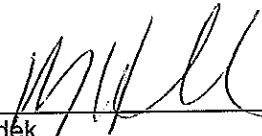
provided however, that the University shall not be required to make any such contributions to the Fund for the period commencing on April 1, 2000 and ending on March 31, 2002.

- (iv) For a DB Member, from April 1, 2003 up to and including March 31, 2004, the contributions shall be determined as:
 - (a) six and one-half percent (6.5%) of the DB Member's Basic Salary up to the Year's Maximum Contributory Earnings, minus
 - (b) one and four-fifths percent (1.8%) of that part of the DB Member's Basic Salary which is in excess of the Year's Basic Exemption but no greater than the Year's Maximum Pensionable Earnings.
- (v) For a DB Member, from April 1, 2004 up to and including December 31, 2011, the contributions shall be determined as:
 - (a) seven percent (7.0%) of the DB Member's Basic Salary up to the Year's Maximum Contributory Earnings, minus
 - (b) one and four-fifths percent (1.8%) of that part of the DB Member's Basic Salary which is in excess of the Year's Basic Exemption but no greater than the Year's Maximum Pensionable Earnings.
- (vi) For a DB Member, from and after January 1, 2012, the contributions shall be determined by applying the contribution rates in Schedule A applicable to the DB Member to the DB Member's Basic Salary.
- (vii) For any DC Member or DB Member who is employed on a less than full-time basis (other than one on a Reduced Appointment) in respect of which the University is to make regular contributions to the Fund under this paragraph 4.1(a), the University shall make the required contributions in accordance with sub-paragraphs (i), (ii), (iii), (iv), (v), and (vi) above, as applicable, based on the actual salary earned by such DC Member or DB Member, as the case may be, rather than based upon the Basic Salary.
- (viii) The University shall make the required contributions under this paragraph 4.1(a) for any DC Member or DB Member on a Reduced Appointment as if such DC Member or DB Member, as the case may be, was employed on a full-time basis."

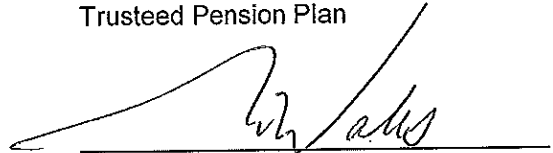
- (K) Schedule A as attached to this Amendment 2011-G is hereby added as Schedule A to the Plan and the Table of Contents of the Plan shall be updated accordingly.

WE hereby certify, as Chair and Secretary respectively of the Board of Trustees of The University of Winnipeg Trusteed Pension Plan Trust that the foregoing constitute amendments to The University of Winnipeg Trusteed Pension Plan which have been enacted pursuant to Article 14 of the said Pension

Plan and approved by Extraordinary Resolution passed by the said Board of Trustees at a meeting duly held and constituted at Winnipeg, Manitoba, on the 15th day of DECEMBER, 2011.



Henry Hudék,
Chair of the Board of Trustees,
The University of Winnipeg
Trusteed Pension Plan



Mary Anne Walls
Secretary of the Board of Trustees,
The University of Winnipeg
Trusteed Pension Plan

This is Schedule A to the University of Winnipeg Trusteed Pension Plan to establish contribution rates by Members and by the University respectively for the purposes of paragraphs 3.1(a) and 4.1(a) of the Plan respectively.

SCHEDULE A – CONTRIBUTION RATES

Definitions

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Plan. The following capitalized terms used in this Schedule A shall have the following meanings:

"AESES Member" means a Member that is within the bargaining unit that is represented by The Association of Employees Supporting Education Services or any successor thereto that represents such bargaining unit as a certified collective bargaining agent in accordance with *The Labour Relations Act* (Manitoba), and **"AESES Group"** means all AESES Members;

"Excluded Members Group" means all Excluded Members, as defined in the Plan;

"IUOE Member" means a Member that is within the bargaining unit that is represented by The International Union of Operating Engineers or any successor thereto that represents such bargaining unit as a certified collective bargaining agent in accordance with *The Labour Relations Act* (Manitoba), and **"IUOE Group"** means all IUOE Members;

"Member Group" means each of the AESES Group, the Excluded Members Group, the IUOE Group, the UWFA(Collegiate) Group and the UWFA(Main) Group.

"UWFA(Collegiate) Member" means a Member that is employed by the University in its Collegiate Division that is within the bargaining unit that is represented by The University of Winnipeg Faculty Association or any successor thereto that represents such bargaining unit as a certified collective bargaining agent in accordance with *The Labour Relations Act* (Manitoba), and **"UWFA(Collegiate) Group"** means all UWFA(Collegiate) Members;

"UWFA(Main) Member" means a Member that is employed by the University other than in its Collegiate Division that is represented by The University of Winnipeg Faculty Association or any successor thereto that represents such bargaining unit as a certified collective bargaining agent in accordance with *The Labour Relations Act* (Manitoba), and also includes any employee of The University of Winnipeg Faculty Association or any successor thereto that is a Member of the Plan (who shall be deemed to be a UWFA(Main) Member and not an Excluded Member), and **"UWFA(Main) Group"** means all UWFA(Main) Members;

"YBE" means the Year's Basic Exemption, as defined in the Plan;

"YMPE" means the Year's Maximum Pensionable Earnings, as defined in the Plan;

"YMCE" means the Year's Maximum Contributory Earnings, as defined in the Plan.

The following contribution rates for the Member and the University respectively apply based on the Member Group into which the Member falls, for bi-weekly pay periods ending in the period from

January 1, 2012 to December 31, 2012, and based on whether the Member is a DC Member or a DB Member:

Contribution Rates from January 1, 2012 to December 31, 2012					
Member Group		Contribution rate on Basic Salary up to the YBE	Contribution rate on Basic Salary between the YBE and the YMPE	Contribution rate on Basic Salary between the YMPE and the YMCE	YMCE
In respect of each DB Member that is a(n):					
Excluded Member	Member	7.0%	5.2%	7.0%	\$86,111 plus 30% of the YMPE
	University	8.0%	6.2%	8.0%	
UWFA(Main) Member	Member	7.0%	5.2%	7.0%	\$86,111 plus 30% of the YMPE
	University	8.0%	6.2%	8.0%	
UWFA(Collegiate) Member	Member	6.0%	4.2%	6.0%	\$86,111 plus 30% of the YMPE
	University	7.0%	5.2%	7.0%	
IUOE Member	Member	7.0%	5.2%	7.0%	\$86,111 plus 30% of the YMPE
	University	8.0%	6.2%	8.0%	
AESES Member	Member	6.0%	4.2%	6.0%	\$86,111 plus 30% of the YMPE
	University	7.0%	5.2%	7.0%	
In respect of each DC Member that is a(n):					
Excluded Member	Member	6.0%	5.2%	6.0%	\$95,111 plus 30% of the YMPE
	University	6.0%	5.2%	6.0%	
UWFA(Main) Member	Member	6.0%	5.2%	6.0%	\$95,111 plus 30% of the YMPE
	University	6.0%	5.2%	6.0%	
UWFA(Collegiate) Member	Member	6.0%	4.2%	6.0%	\$86,111 plus 30% of the YMPE
	University	6.0%	4.2%	6.0%	
IUOE Member	Member	6.0%	5.2%	6.0%	\$95,111 plus 30% of the YMPE
	University	6.0%	5.2%	6.0%	
AESES Member	Member	6.0%	4.2%	6.0%	\$86,111 plus 30% of the YMPE
	University	6.0%	4.2%	6.0%	

The following contribution rates for the Member and the University respectively apply based on the Member Group into which the Member falls, for bi-weekly pay periods ending in the period from and after January 1, 2013, and based on whether the Member is a DC Member or a DB Member:

Contribution Rates from and after January 1, 2013					
Member Group		Contribution rate on Basic Salary up to the YBE	Contribution rate on Basic Salary between the YBE and the YMPE	Contribution rate on Basic Salary between the YMPE and the YMCE	YMCE
In respect of each DB Member that is a(n):					
Excluded Member	Member	8.0%	6.2%	8.0%	\$86,111 plus 30% of the YMPE
	University	9.0%	7.2%	9.0%	
UWFA(Main) Member	Member	8.0%	6.2%	8.0%	\$86,111 plus 30% of the YMPE
	University	9.0%	7.2%	9.0%	
UWFA(Collegiate) Member	Member	6.0%	4.2%	6.0%	\$86,111 plus 30% of the YMPE
	University	7.0%	5.2%	7.0%	
IUOE Member	Member	8.0%	6.2%	8.0%	\$86,111 plus 30% of the YMPE
	University	9.0%	7.2%	9.0%	
AESES Member	Member	6.0%	4.2%	6.0%	\$86,111 plus 30% of the YMPE
	University	7.0%	5.2%	7.0%	
In respect of each DC Member that is a(n):					
Excluded Member	Member	6.2%	6.2%	6.2%	\$105,111 plus 30% of the YMPE
	University	6.2%	6.2%	6.2%	
UWFA(Main) Member	Member	6.2%	6.2%	6.2%	\$105,111 plus 30% of the YMPE
	University	6.2%	6.2%	6.2%	
UWFA(Collegiate) Member	Member	6.0%	4.2%	6.0%	\$86,111 plus 30% of the YMPE
	University	6.0%	4.2%	6.0%	
IUOE Member	Member	6.2%	6.2%	6.2%	\$105,111 plus 30% of the YMPE
	University	6.2%	6.2%	6.2%	
AESES Member	Member	6.0%	4.2%	6.0%	\$86,111 plus 30% of the YMPE
	University	6.0%	4.2%	6.0%	