

**AMENDMENT 2009-A**

**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 in order to permit certain employees from time to time of The University of Winnipeg Faculty Association to become eligible for participation in the Plan (Defined Contribution Option), subject to the unanimous approval of the Stakeholders, pursuant to the Trust Agreement;

**AND WHEREAS** the Stakeholders have unanimously confirmed their approval to the amendments to the Plan contemplated herein, pursuant to the Trust Agreement;

**NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED THAT** the Plan shall be supplemented, modified and amended with effect as of and from \_\_\_\_\_ 2009, as follows:

*January 10<sup>th</sup>*

- (A) Section 1.25 of the Plan is deleted and the following is 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; and (iii) a salaried person employed by The University of Winnipeg Faculty Association."

(B) Section 1.55 of the Plan is deleted and the following 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."

(C) Paragraph (iii) of Section 2.7 of the Plan is deleted and the following is substituted therefor:

"(iii) was hired by the University on or after January 1, 2001 (or is employed by The University of Winnipeg Faculty Association, whether such Employee was hired before, on or after January 1, 2001), shall not be eligible to participate in the Defined Benefit Option and shall participate in the Defined Contribution Option when he or she joins the Plan in accordance with this Article 2."

All other terms and conditions of the Plan are hereby affirmed.

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 10th day of December, 2008. *mw*

KAREN ZOPPA *K Zoppa*

Print Name: K Zoppa  
Chair of the Board of Trustees,  
The University of Winnipeg  
Trusteed Pension Plan

*Mary Anne Walks*

Print Name: MARY ANNE WALKS  
Secretary of the Board of Trustees,  
The University of Winnipeg  
Trusteed Pension Plan