

**AMENDING AGREEMENT NO. 3
TO
AN AGREEMENT AND DECLARATION OF TRUST MADE AS OF
THE 1ST DAY OF JANUARY 1998 WITH RESPECT TO THE
CUPE PENSION PLAN TRUST FUND**

WHEREAS the CUPE Pension Plan Trust Fund was continued pursuant to an Agreement and Declaration of Trust made as of the 1st day of January 1998 (the "Trust Agreement") between the Canadian Union of Public Employees ("CUPE"), of the First Part; Canadian Staff Union ("CSU"), Administrative and Technical Staff Union ("ATSU"), and Office and Professional Employees International Union Local 491 ("OPEIU"), of the Second Part; and the Trustees of the CUPE Pension Plan Trust Fund (the "Trustees"), of the Third Part;

AND WHEREAS the ATSU merged with the CSU and the merged entity continued as the "Canadian Staff Union" ("CSU") and is a successor to the ATSU;

AND WHEREAS the Trust Agreement was amended to reflect the merger of the ATSU and the CSU;

AND WHEREAS the OPEIU changed its name to the "Canadian Office and Professional Employees Union, Local 491" ("COPE 491") and the Trust Agreement was amended to reflect that name change;

AND WHEREAS the Trust Agreement was amended to provide that the parties of the Second Part are "Canadian Staff Union and Canadian Office and Professional Employees Union Local 491 (collectively, the "Unions")";

AND WHEREAS CUPE, CSU, and COPE 491 (collectively, the "Settlers") and Unifor Local Union 2013 and Unifor Local Union 2023 entered into a Memorandum of Agreement, last signed on March 2, 2017;

AND WHEREAS certain amendments to the Trust Agreement are required to implement the Memorandum of Agreement and the Settlers want to make those amendments to the Trust Agreement;

AND WHEREAS the Settlers may amend the Trust Agreement by their unanimous agreement in writing, pursuant Article X thereof;

NOW THEREFORE, the Settlers agree as follows:

1. Article 5.01 of the Trust Agreement is deleted and replaced with the following:

5.01 Subject to Article VII, the Trust Fund and Plan shall be administered by a joint Board of Trustees having ten (10) members.

2. Article 5.02 of the Trust Agreement is deleted and replaced with the following:

5.02 Five (5) of the Trustees shall be appointed by CUPE and shall be hereafter referred to as the "Employer Trustees". Three (3) of the Trustees shall be appointed by the Unions as set out below and shall be hereafter referred to as the "Union Trustees":

- Two (2) Trustees shall be appointed by the Canadian Staff Union; and
- One (1) Trustee shall be appointed by the Canadian Office and Professional Employees Union, Local 491.

One (1) Trustee shall be appointed jointly by Unifor Local Union 2013 and Unifor Local Union 2023 and shall be known as the "Unifor Trustee".

One (1) Trustee shall be duly elected for a three (3) year term from among CUPE retirees and shall be known as the "Retiree Trustee". Such election shall be conducted by the Administrative Agent in accordance with instructions from the remaining Trustees.

An alternate Trustee shall be appointed or elected for each Trustee as follows:

- Five (5) alternate Trustees shall be appointed by CUPE;
- Two (2) alternate Trustees shall be appointed by the Canadian Staff Union;
- One (1) alternate Trustee shall be appointed by the Canadian Office and Professional Employees Union, Local 491;
- One (1) alternate Trustee shall be appointed jointly by Unifor Local Union 2013 and Unifor Local Union 2023; and
- One (1) alternate Trustee shall be elected for a three (3) year term from among CUPE retirees and shall be known as the "Alternate Retiree Trustee".

Alternate Trustees shall attend all meetings of the Trustees and, in the absence of the Trustees appointed, shall act as Trustees for the purposes of such meeting. Alternate Trustees shall receive notice of each meeting of the Trustees and shall receive all material sent in advance of those meetings.

3. This Amending Agreement No. 3 may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.
4. This Amending Agreement No. 3 is effective as of the 12th day of April, 2017.

CANADIAN UNION OF PUBLIC EMPLOYEES

Per: Mark [Signature]

Date: April 28, 2017

CANADIAN STAFF UNION

Per: _____

Date: _____

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION LOCAL 491

Per: _____

Date: _____

Alternate Trustees shall attend all meetings of the Trustees and, in the absence of the Trustees appointed, shall act as Trustees for the purposes of such meeting. Alternate Trustees shall receive notice of each meeting of the Trustees and shall receive all material sent in advance of those meetings.

3. This Amending Agreement No. 3 may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.
4. This Amending Agreement No. 3 is effective as of the 12th day of April, 2017.

CANADIAN UNION OF PUBLIC EMPLOYEES

Per: _____

Date: _____

CANADIAN STAFF UNION

Per: _____


Date: 21 APRIL 2017

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION LOCAL 491

Per: _____

Date: _____

Alternate Trustees shall attend all meetings of the Trustees and, in the absence of the Trustees appointed, shall act as Trustees for the purposes of such meeting. Alternate Trustees shall receive notice of each meeting of the Trustees and shall receive all material sent in advance of those meetings.

3. This Amending Agreement No. 3 may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.
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CANADIAN UNION OF PUBLIC EMPLOYEES

Per: _____

Date: _____

CANADIAN STAFF UNION

Per: _____

Date: _____

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION LOCAL 491

Per: Karen Clark

Date: April 24/17