

THIS AGREEMENT AND DECLARATION OF TRUST made as of the 1st day of January, 1998.

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES
(hereinafter "CUPE")

OF THE FIRST PART

and

**CANADIAN STAFF UNION, ADMINISTRATIVE AND
TECHNICAL STAFF UNION, OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION LOCAL 491**
(hereinafter collectively the "Unions")

OF THE SECOND PART

and

THE TRUSTEES OF THE CUPE PENSION PLAN TRUST FUND
(hereinafter the "Trustees")

OF THE THIRD PART

WHEREAS CUPE established the CUPE Employees' Pension Plan (the "Plan") for the benefit of employees of CUPE and for employees of certain CUPE locals;

AND WHEREAS the Unions represent the majority of the active members of the Plan;

AND WHEREAS CUPE and the Unions (collectively "Settlers") wish to provide for the creation of a Board of Trustees to administer the Plan and to administer and invest the Plan pension plan trust fund in accordance with the provisions of the Pension Benefits Act., R.S.O. 1990, as amended;

NOW THEREFORE in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

ARTICLE 1 - RECITALS

1.01 The parties acknowledge and agree that the recitals contained herein are true in substance and in fact.

ARTICLE II - DEFINITIONS

Unless the context or subject matter otherwise requires, the following definitions govern this Agreement.

2.01 "Actuary" shall mean the person or firm appointed as such, from time to time, by the Board of Trustees and who is, or one of whose employees is, a Fellow of the Canadian Institute of Actuaries.

2.02 "Administrative Agent" shall mean such person, firm or corporation as may, from time to time, be appointed, hired or retained by the Trustees for the purpose of the administration of the Trust Fund and Plan in accordance with the provisions of this Agreement. CUPE shall serve as the initial Administrative Agent for a period of at least one year after the inception of this Agreement in accordance with the terms of this Agreement and may continue to serve as Administrative Agent thereafter.

2.03 "Agreement and Declaration of Trust" or "Agreement" shall mean this instrument, including any amendments or modification thereof.

2.04 "Auditor" shall mean such person, firm or corporation as may, from time to time, be appointed by the Trustees as auditor of the Trust Fund, provided that such person, or at least one principal of such firm or corporation, is a public accountant licensed to practise as such in the province of Ontario.

2.05 "Benefits" shall mean all pension and related benefits, including disability pension, death and termination benefits, among others, as may, from time to time, be provided to Employees who are members of the Plan and/or their beneficiaries or dependents, as set forth in the Plan.

2.06 "Contributions" shall mean sums of money paid or payable to the Trust Fund in accordance with the provisions of the Plan, collective agreements, employment agreements, applicable legislation and any reciprocal agreements.

2.07 "Collective Agreement" shall mean any written collective agreement by and between CUPE and the Unions who are parties to this Agreement, which provides among other things, for Contributions to this Fund, with any amendments, supplements, modifications thereto or renewals thereof.

2.08 "Eligibility Requirements" shall mean the rules, regulations and procedures established, from time to time, by the Trustees for determining the eligibility, or the discontinuance of eligibility, for Benefits, in accordance with the Plan.

2.09 "Employee" shall mean any person or persons on whose behalf the Employer is making contributions to the Fund or who is otherwise eligible for Benefits as a member of the Plan, and, where applicable, includes a former Employee.

2.10 "Employer" shall mean the Canadian Union of Public Employees or an affiliated local union or council, chartered by CUPE whose employees are permitted to participate in the Plan at the discretion of CUPE and the Trustees. Such local union or council shall be deemed to be a division of CUPE for purposes of this Agreement, and shall not constitute a separate employer.

2.11 "Investment Manager" shall mean any persons, firms or corporations to be appointed by the Trustees, to act in the capacity of financial advisors regarding the investment and management of the assets of the Trust Fund.

2.12 "Member" means a member of the Plan, as defined in the Plan.

2.13 "Plan" shall mean the Canadian Union of Public Employees Employees' Pension Plan, as amended from time to time, which Plan shall be registered and comply with the Pension Benefits Act of Ontario and all Regulations made thereunder and the Income Tax Act (Canada) or successor legislation thereto.

2.14 "Board" and "Board of Trustees" or "Trustees" shall mean all persons designated from time to time as Trustees, pursuant to the provisions of the Agreement.

2.15 "Trust Company" shall mean a trust company which is licensed to carry on business in Canada.

2.16 "Trust Fund" or "Fund" shall mean all of the assets of the Plan's Trust Fund consolidated with all funds and assets received from time to time by way of Contributions, together with all increments, earnings and profits accruing from the administration of the said Trust Fund.

2.17 "Unions" shall mean collectively the Unions or any successors thereto.

ARTICLE III - CONTINUATION OF TRUST FUND

3.01 The CUPE Pension Plan and its Trust Fund are continued and the Board of Trustees shall at all times act as Trustees of the said Plan and Fund to be known as the "CUPE Pension Plan Trust Fund". The Trustees shall jointly hold all property, enter into contracts and act in all matters on behalf of the Trust Fund, subject to the provisions of this Agreement. The title to all assets of the Trust Fund shall be jointly vested in and remain exclusively with the Trustees, except as otherwise provided herein.

3.02 The Trust Fund is created, established and maintained, and the Trustees agree to receive, hold and administer the Trust Fund, for the purpose of providing such Benefits as may be approved in accordance with the Plan and Collective Agreements, as amended from time to time.

3.03 All payments into the Trust Fund made from time to time to the Trustees, together with any income or accretions thereon, shall constitute a trust fund to be administered by the Trustees in accordance with the terms of the Agreement, the Plan and the Collective Agreements.

3.04 Except as otherwise set out in this Agreement and in the Plan, none of the parties, or any other person, Member or any other person, association, firm or corporation, shall have any right, title or interest in or to the assets of the Trust Fund.

3.05 Subject to the Plan, no monies, property or equity of any nature whatsoever, in the Fund or policies or Benefits or monies payable therefrom, shall be subject in any manner by any Member or person, claiming through such Member or, otherwise, to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment, garnishment, execution, mortgage, lien or charge.

3.06 Neither the Parties hereto, nor any other Union or Member, shall be liable or responsible for any debts, liabilities or obligations of the Board of Trustees, except as set out in the Agreement.

ARTICLE IV - THE PLAN TEXT

4.01 The Plan, shall be administered by the Trustees in accordance with the provisions of this Agreement, the Plan Text, the Collective Agreements and any applicable legislation. For purposes of the *Pension Benefits Act* of Ontario, the Trustees shall act as Administrator and be constituted as a pension committee.

4.02 Subject to the terms of this Agreement, CUPE and the Unions may amend the Plan from time to time through collective bargaining.

4.03 The Trustees shall have no power to amend either the Plan or this Agreement, except where necessary in order to comply with applicable law.

ARTICLE V - THE TRUSTEES

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

5.02 Four of the Trustees shall be appointed by CUPE and shall be hereafter referred to as the "Employer Trustee". Three of the Trustees shall be appointed by the Unions as set out below and shall be known as the "Union Trustees".

- (a) Canadian Staff Union
- (b) Administrative Technical Staff Union "A" and "B"
- (c) Office and Professional Employees International Union Local 491

One of the Trustees 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.

Each of the parties shall appoint or, in the case of the retirees, elect an alternate Trustee for each Trustee. The Alternate Retiree Trustee shall be elected for a three year term. Alternate Trustees shall attend all meetings of the Trustees and, in the absence of the Trustees appointed, shall act as Trustees for 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.

5.03 In the event that any party declines to appoint a Trustee, such persons shall be appointed, in the case of a Union Trustee, by a majority of the Union Trustees and in the case of an Employer Trustee, by a majority of the remaining Employer Trustees, and in the case of a Retiree Trustee by a majority of the Union Trustees.

5.04 Each Trustee, upon the execution of this Agreement, or in the case of a successor Trustee, after signing an Acceptance of Trusts in the form set forth in Schedule 1 attached hereto, shall be deemed to accept the trusts created and established by the Agreement and consent to act as a Trustee.

5.05 Each Trustee shall continue to serve until death, incapacity, resignation or removal, as hereinafter provided.

5.06 In the event of the incapacity or resignation of a Trustee, such Trustee shall be fully discharged from all future duties and responsibilities in respect of the Agreement, upon notice in writing being sent by him or her, or on his or her behalf, to the Secretary of the Board of Trustees.

The notice shall state the date of such resignation or incapacity and shall be effective as of that date. In the event of the death of a Trustee, his or her heirs, administrators, executors and assigns shall be fully discharged from all future duties and responsibilities in respect of the Agreement as of the date of death.

5.07 Any party appointing a Trustee may, upon sending written notice to the Secretary of the Board of Trustees, remove a Trustee appointed by it or them, as the case may be, at any time. Such removed Trustee shall be deemed to no longer be a Trustee, effective as of the date the notice is delivered and shall be fully discharged from all future duties and responsibilities in respect of this Agreement and the Trust as of that date. The Retiree Trustee may not be removed during his or her term except for just cause, as determined by vote of the majority of the remaining Trustees.

5.08 The Trustees may request that the party appointing a Trustee remove such Trustee for just cause or incompetency, which request shall be sent to the party appointing such Trustee, and to the Trustee to be removed. In the event that the party appointing such Trustee does not remove such Trustee within fifteen (15) days of the receipt of such request, any of the Trustees or Parties hereto may make application to the Supreme Court of the Province where such Trustee resides to effect such removal.

5.09 Any Trustee resigning or being removed and the personal representatives of any deceased Trustee, shall forthwith turn over to his successor Trustee, or if no successor is immediately appointed, to the other Trustees, any and all records, books, documents, money and other property and assets in his possession, forming part of the Trust Fund or incidental to his duties as a Trustee under this Agreement relating to the administration of the Trust Fund and Plan.

5.10 In the event that any Trustee or Alternate Trustee shall die, become incapacitated, resign or be removed, a successor shall immediately be designated by the appointing party. In the case of the Retiree Trustee, the Alternate Retiree Trustee shall automatically assume the position of Trustee for the duration of the term and a new election will be held in accordance with Article 5.02 for any vacant Alternate Retiree Trustee position. Any successor Trustee so designated shall immediately, upon an Acceptance of Trusts being filed in writing with the Trustees and with the Secretary of the Board of Trustees, become vested with all of the rights, powers and duties of the other Trustees under the Agreement, with the like effect as if he or she had been originally named as Trustee.

5.11 In the event that any of the Settlers cease to exist or any of the Unions cease to represent any Employees, any successor organization shall be entitled to appoint the Trustee or Trustees previously appointed by the Party that has ceased to exist or to represent Employees.

5.12 The Trustees shall from amongst their number elect two individuals to serve as Chair and Vice-Chair of the Board, each of whom shall serve for two years. At the end of the first year of their term the individuals shall rotate the positions held. In the event that the Chair is unable

to attend any meeting or carry out the duties of the Chair for a brief period of time, the Vice-Chair shall act in his or her place. At all times the positions of Chair and Vice-Chair shall rotate on an annual basis between Employer and Union Trustees. At all times one of these positions is held by a Union Trustee and the other by an Employer Trustee.

If the Trustee who is Chair or Vice-Chair ceases to be a Chair or Vice-Chair, then the position shall be filled for the balance of the term by a Trustee appointed by the same Settlor.

ARTICLE VI - MEETINGS OF THE TRUSTEES AND CONDUCT OF MEETINGS

6.01 The Chair, shall cause written notice of the meetings of the Board to be served upon the Trustees, no less than 14 days prior to the date of the meeting.

6.02 The notice of meeting shall specify the date, time and location of the meeting, and shall include an agenda of matters to be addressed at such meeting. Whenever possible, any reports or other documentation to be considered at such meeting shall be provided to the members of the Board with the notice of meeting.

6.03 The notice of meeting may be served by delivering it to the address for service provided pursuant to this Agreement. Service may be affected by prepaid registered mail, delivery or facsimile transmission. In the case of delivery by mail, notice shall be deemed to have been given on the third day after mailing. Any notice served by delivery or by facsimile should be deemed to have been given on the day of delivery or transmission provided such transmission or delivery takes place during regular business hours.

6.04 The Trustees may waive the delivery of notice herein, and shall be deemed to have done so by attending at such meeting without objection.

6.05 There shall be at least four meetings of the Trustees in each year, held in the months of February, May, September and December, unless otherwise agreed to by the Trustees.

6.06 The Chair may call special meetings of the Trustees, subject to the notice provisions contained herein.

6.07 Any three Trustees may require the Chair to call a special meeting. Such request shall be in writing and include such information as is reasonably required by the Chair to fulfil the agenda provisions contained herein. Upon receipt of such request, the Chair shall call the special meeting for a date not later than 30 days following receipt of the request and information required for the agenda.

6.08 The agenda for each meeting and draft minutes of the previous meeting shall be distributed with the notice of meeting. The agenda shall permit any member to introduce any new business at any meeting of the Trustees.

6.09 All meetings of the Trustees shall be held at the office of CUPE National, or such other location agreed upon by resolution of the Trustees. In addition, all records and minutes of the Trustees shall be kept at the offices of CUPE National.

6.10 A quorum for the transaction of business at any meeting of the Trustees shall consist of not less than six Trustees, including the Chair or Vice-Chair, present in person or participating by means of a telephone conference call. The quorum shall include not less than two Employer Trustees and two Union Trustees. No proxies shall be permitted at any time.

6.11 The Trustees shall have a recording secretary. Proper minutes will be prepared and provided to the Trustees for verification at the following meeting. Upon verification, the minutes shall be sent to each settlor.

6.12 All resolutions of the Trustees shall require a vote of the majority of the Trustees present, provided that at least two Employer Trustees and two Union Trustees have supported the resolution. The Chair and Vice-Chair shall be entitled to vote on all proposed resolutions.

6.13 A resolution in writing, signed by all Trustees, is valid as if it had been passed at a meeting of the Trustees. Such resolutions may be executed in counterpart.

6.14 The Trustees may establish such standing and ad hoc committees as they deem necessary from time to time, by way of a simple majority vote of the Trustees at any meeting.

6.15 Committees of the Trustees shall consist of at least one-half Union Trustees, and may include observers and such expert resource persons as the Trustees may deem advisable. The Trustees shall make recommendations to the Board.

ARTICLE VII - DISPUTE RESOLUTION

7.01 A deadlock shall be deemed to exist where a proposed motion or proposed resolution made by the Trustees is neither adopted nor rejected or where a proposed resolution or proposed motion is unable to be made at a meeting due to lack of a quorum of two consecutively called meetings.

7.02 In the event of a deadlock, a further meeting of the Trustees shall be held no later than ten days after the deadlock has arisen for the purpose of resolving the matter in dispute. If the matter is not resolved at such meeting, any four Trustees may require the naming of one additional Trustee, who shall cast the deciding vote at the next scheduled or special meeting. Should the Trustees fail to reach an agreement on the appointment of the additional Trustee, he or she shall be appointed by the Minister of Labour of Ontario.

7.03 The additional Trustee shall attend a meeting at which time he or she shall review all relevant documentation and entertain submissions from the remaining Trustees or any group of Trustees with respect to the matter in issue. The additional Trustee shall cast a tie-breaking vote and shall make his or her determination within seven days of the meeting at which submission are made. The decision of the additional Trustee shall be final and binding on all other Trustees, the Settlers, the Employer, Employees and their beneficiaries. The provisions of Article 6.12 shall not apply in respect of any vote utilizing the additional Trustee. Upon rendering his or her decision, the additional Trustee shall be functus and shall cease to be a Trustee.

7.04 The reasonable expenses and fees of the additional Trustee shall be paid out of the Fund.

ARTICLE VIII - POWERS, DUTIES AND RESPONSIBILITIES OF THE TRUSTEES

8.01 The operation and administration of the Plan and the custody, investment and management of the Fund shall be the responsibility of the Trustees and they are hereby given the authorization and power so to do, subject to the limitations and conditions contained in the Agreement and the Collective Agreements. The Trustees shall have no authority to amend this Agreement or the Plan.

8.02 The Trustees shall use all reasonable means to collect and receive all Contributions due to the Fund, and shall, promptly after receipt, deposit such Contributions in a special Trust Fund account, established in a reputable Bank, that is a scheduled bank under the Bank Act (Canada) (a "Bank"), Trust Company or other financial institution.

8.03 The Trustees shall incur no liability, either collectively or individually, in acting upon any documents, date or information believed by them to be genuine and accurate and to have been made, executed, delivered or assembled by the proper parties.

8.04 No Trustee shall be liable for the act or omission of any other Trustee. The Fund shall indemnify and save harmless the Trustees, their employees and the heirs of the Trustees and their employees, and each of them, from and against any loss, expense, claim, demand, action or thing of any nature whatsoever, including any amount paid to settle an action or to satisfy a judgement, arising out of the performance or purported performance of their duties or responsibilities hereunder, except that this indemnity shall not, in any way, extend so as to protect any person with respect to any matter or thing arising out of his or her dishonesty, wilful misconduct or gross negligence. Every payment made for the indemnification shall be an administrative expense of the Trustees.

8.05 The Trustees are hereby empowered, in addition to any other powers, as set forth or conferred by law:

- (a) to administer the Plan for the benefit of the Members, their beneficiaries and dependents, as the case may be, subject to the terms of this Agreement, the Plan text, the Collective Agreements and all applicable provincial and federal legislation;
- (b) to adopt such procedures, by-laws, rules or regulations, as they deem necessary for the carrying out of their trusts, consistent with the provisions of the Agreement, the Plan text and with the requirement of applicable provincial and federal legislation;
- (c) to enter into agreements with a Bank, Trust Company, Insurance Company, Credit Union, or Investment Manager, selected by the Trustees, for the purpose of providing investment management or advice, or for the purpose of acting as a depository for safekeeping of assets of the Trust Fund, or for any other purpose as the Trustees shall deem necessary and to

authorize any such Bank, Trust Company, Credit Union, Insurance Company, or Investment Manager to commingle any monies deposited with them in any pooled pension fund administered or managed by any of them;

- (d) to pay or provide for the payment of Benefits to those persons eligible to receive them;
- (e) to pay from the Fund all reasonable expenses for collecting Contributions and administering and investing the Fund and administering the Plan including, but not limited to, all compensation and all reasonable and necessary costs and fees which may be incurred in connection with the employment of such legal, actuarial, accounting, expert and clerical assistance as the Trustees, in their discretion, may find necessary or expedient in the performance of their duties. The Trustees shall be completely and fully protected in acting and relying reasonably and in good faith upon the opinions or advice of the aforementioned persons;
- (f) to enter into any and all contracts and agreements for carrying out the terms of the Agreement, the Plan Text and the Collective Agreements and for the administration of the Plan and the administration and investment of the Fund and to do all acts as they, in their discretion, may deem necessary and advisable;
- (g) to compromise, settle, arbitrate and release claims or demands in favour of, or against the Plan and Fund, or the Trustees, on such terms and conditions as the Trustees may deem advisable;
- (h) to establish procedures to be followed in filing applications for Benefits and for the furnishing and certification of evidence necessary to establish a right to such Benefits;
- (i) to pay out of the Fund, all real and personal property taxes, income taxes and other taxes of any and all kinds, levied or assessed under existing or future laws, upon or in respect of the Fund or any money, property or securities forming a part thereof;
- (j) to receive payment from any source whatsoever, to the extent permitted by law, the Plan and the Agreement;
- (k) to invest and reinvest such portion of the Fund as is not required for current expenditures, in any type of investments that are permitted by applicable federal and provincial laws and regulations, and by the Statement of Investment Policies and Goals established by the Trustees, and to take any and all actions with respect to the holding, buying, selling or exchanging such investments as they, in their sole discretion, may deem appropriate or necessary;
- (l) to hold in uninvested cash, without any liability or interest thereon, such sums as they deem

necessary or advisable for the reasonably current case requirements of the Fund;

- (m) to exercise all rights or privileges granted by the provisions of any contract entered into by the Trustees with any Insurance Company, Bank, Trust Company, Credit Union, or Investment Manager, or Custodian, and to make any alteration, modification, amendment or cancellation of such contract, or to take any other action respecting such contracts which they, in their discretion, may deem necessary or advisable;
- (n) to do all acts, whether or not previously authorized herein, which the Trustees may deem necessary or proper for the protection of the property held hereunder;
- (o) to enter into reciprocal arrangements with other like or similar funds or plans, in such manner and subject to such terms and conditions as the Trustees may deem desirable;
- (p) to delegate any of their administrative powers or duties or such other powers and duties as may be permitted by the Pensions Benefits Act of Ontario to any of their agents or employees, in such manner and subject to such terms and conditions as the Trustees may deem necessary or appropriate; provided that such agents or employees report to the Trustees as may be required by them;
- (q) to lease or purchase such lands, premises, materials, supplies and equipment as the Trustees deem necessary or appropriate in the performance of their duties;
- (r) to enter into cost-sharing agreements with CUPE, any Union, or any other trust funds to permit the Trustees to share expenses pertaining to the administration of the Fund, provided that any amounts paid by the Fund to a Union, CUPE, or any other trust fund, in respect of the above expenses, shall be approved by the Auditor of the Fund as being necessary and reasonable; and provided further, that such cost-sharing agreement provide that the Trustees may terminate this agreement at any time, subject to such notice as may be required;
- (s) to incorporate corporations, the shares of which shall be held by or on behalf of the Trustees for purposes of administering the Fund, making investments of the Fund or holding any investment;

- (t) to authorize the preparation of and to file an actuarial valuation in accordance with the Pension Benefits Act of Ontario and any other governing legislation;
- (u) to approve the actuarial methods and assumptions to be used in the administration of the Plan and used in the actuarial valuations of the Plan, prepared by the Actuary;
- (v) to consult with the Settlers during the preparation of an actuarial valuation and to make their best efforts to respond to any questions, comments or recommendations of the Settlers, provided that the Trustees shall be solely and exclusively responsible for the content of any actuarial valuation filed in accordance with the Pension Benefits Act of Ontario and any other governing legislation;
- (w) to give a copy of every actuarial valuation prepared for the Trustees to each Settlor and to give each Settlor any information requested by it as quickly as possible;
- (x) to have the Plan and the Fund audited every year;
- (y) to prepare a report at the end of every fiscal year describing how the Plan and the Fund have been doing in that year;
- (z) to hold a meeting with the Settlers at least once each year to explain the annual report to them and to answer any questions they may have about the Plan and the Fund;
- (aa) to advise the Settlers in respect of any changes to the Plan that need to be made to comply with any applicable law; and
- (bb) to advise the Settlers in respect of changes that the Trustees consider would improve the administration of the Plan.

8.06 The Trustees may procure fidelity bonds for the persons authorized to receive, handle, deal with, or draw upon the monies in the Fund for any purpose whatsoever. Such persons may be bonded in such amounts and in such manner as the Trustees may determine. The cost of such bond may be paid out of the Fund.

8.07 The Trustees may purchase such errors and omissions and fiduciary liability insurance as they deem necessary. The cost of such insurance may be paid out of the Fund.

8.08 The Trustees shall promptly appoint an Auditor of the Fund who shall serve until his or her successor is appointed.

8.09 The Trustees may require any of the parties to this Agreement or any Member, to submit to them, any information, data, report or documents, reasonably relevant to, and suitable for the purposes of administration of the Plan and Fund.

8.10 The Trustees shall maintain suitable and adequate records of and for the administration of the Fund.

8.11 The books of account and records of the Trustees, including the books of account and records pertaining to the Fund, shall be audited at least once every year by the Auditor of the Fund, as of the fiscal year-end of the Fund. A statement of the results of the annual audit shall be available for inspection by interested persons from the Chair of the Board and at such other suitable place as the Board may designate from time to time. Copies of such statement shall be delivered to each Trustee within sixty (60) days after that statement is prepared.

8.12 The name of the Fund may be used to designate the Trustees collectively, and all instruments may be executed by or for the Trustees in such name.

8.13 The Trustees may commence such legal proceedings as they deem necessary and appropriate in connection with the enforcement of the Agreement and the administration of the Fund as well as defending any legal proceedings which may be brought against them, the reasonable expenses for which shall be paid by the Fund, except with respect to any proceedings brought against any Trustee in relation to any matter or thing arising out of this dishonesty, wilful misconduct or gross negligence.

8.14 The Trustees may from time to time, borrow money on a short-term basis from any Bank or Trust Company, on such terms and conditions as may be necessary and appropriate in the circumstances; provided that such borrowing shall only be for the purposes of:

- (a) providing for the payment of any Benefit authorized by the Trustees; or
- (b) permitting the orderly disposition of investments and the acquisition of any new

investments during the planned conversion of any investments, in order to avoid a distress sale of any investment of the Fund that would otherwise be necessary to pay such Benefits or acquire new investments.

8.15 The Trustees may seek the advice, opinion or direction of an appropriate court on any matter pertaining to the Agreement, the Plan or the administration of the Trust Fund.

8.16 The Board of Trustees may, in their discretion, appoint, hire or retain an Administrative Agent and may, at any time, but subject to any agreement reached between the Trustees and the Administrative Agent, with or without cause, remove the Administrative Agent and appoint, hire or retain a successor. Notwithstanding the foregoing, CUPE shall serve as Administrative Agent for the first year of this Agreement and may continue to serve as Administrative Agent thereafter. The Administrative Agent shall assume the responsibility of accounting for payments and such duties and responsibilities, as may be delegated to him hereby, or from time to time, by the Board of Trustees. Without limiting the generality of the foregoing, the rights, duties and obligations of the Administrator may be:

- (a) to submit a report to the Board of Trustees as soon as possible after the end of each fiscal year and on such interim basis as the Trustees may order, of the status of the Fund, financial or otherwise;
- (b) to attend such meetings of the Board of Trustees, or committees thereof, as required by order of the Board of Trustees, and to execute such instructions, as may be given to him, and to attend such meetings in connection with the Fund, as required by order of the Board of Trustees;
- (c) to keep such records as are necessary to determine each Employee's rights to Benefits under the Plan and to determine the amount of such Benefits as they become due;
- (d) to deal with all communications from Employees and others, with respect to the Fund and the terms of the Agreement;
- (e) to validate all claims against the Fund and obtain all necessary declarations, certificates or other evidence required for the proper administration of the Fund.

8.17 In the event CUPE shall act as Administrative Agent, it shall not be reimbursed for wages paid to its employees in the administration of the Plan as part of their ordinary employment, nor shall any profit be earned by CUPE for acting as Administrative Agent. CUPE shall be reimbursed for all appropriate costs, expenses and taxes incurred by it in its capacity as Administrative Agent in accordance with a cost-sharing agreement to be entered into by it with the Trustees.

ARTICLE IX - CONTRIBUTIONS TO THE FUND AND FUNDING

9.01 The Employer shall, and where applicable, the Members shall:

- (a) pay all Contributions to the Fund in an amount and in the manner in accordance with the provisions of the Plan, Collective Agreements, applicable legislation, and any reciprocal agreements; and,
- (b) complete and remit to the Fund, such report forms, whether or not any Contributions are, in fact, due for any particular period, in the manner and form determined by the Trustees from time to time.

9.02 Contributions to the Trust Fund payable by the Employer are deemed to be held in trust by it for the Trustees of the Fund until remitted to the Fund.

9.03 The Employer shall provide the Trustees with such information and reports that may be required from time to time and shall provide access to their records during regular business hours to the Trustees or any agent appointed by the Trustees for purposes of determining Benefit entitlements, appropriate Contribution levels or such other matters as are necessary for the Trustees to carry out their duties under this Agreement and the Plan.

9.04 Where the Employer has failed to remit Contributions to the Trustees in an amount and manner required by the Plan, subject to applicable legislation or by the terms of any Participation Agreement, it shall be liable for interest thereon at the greater of the Fund earnings rate for the period of delinquency, or the appropriate rate chargeable for pre-judgment interest under the Courts of Justice Act of Ontario or any successor legislation. The Trustees are authorized to establish a reasonable and lawful grace period by which Contributions must be received.

9.05 Subject to any cost-sharing agreement entered into pursuant to or in accordance with Section 8.05 (r) of this Agreement, if the Employer becomes delinquent in its Contributions and the Trustees are required to take legal action or such other action to recover outstanding contributions, the Employer shall be liable for all reasonable fees of collection including legal, actuarial and accounting fees as well as any court fees or disbursements.

9.06 Where a local union or council of CUPE is permitted to participate in the Plan as a division of CUPE is delinquent in its contributions, CUPE shall be responsible for the obligations of the local union or council and shall seek reimbursement from them with interest and other charges payable on the same terms as those in this Agreement.

ARTICLE X - AMENDMENT OF TRUST AGREEMENT

10.01 Any amendment to this Agreement shall require unanimous written agreement of the Settlers or shall be made pursuant to such dispute resolution mechanism as may be agreed to by the Settlers. No amendment however, shall:

- (a) be inconsistent with the purposes of the Trust Fund;
- (b) divert the Trust Fund, or any part thereof, to a purpose other than the provision of Benefits for Members. For greater certainty, the use of actuarial gains to offset Employer Contributions and any going concern unfunded liability or solvency deficiency does not constitute the division of the Trust Fund for a purpose other than the provision of Benefits for Members;
- (c) authorize the return of Contributions or any other assets of the Fund to the Employer unless required by law or as permitted by the Pension Benefits Act in the case of an overpayment pursuant to Section 78(4) thereof, as amended from time to time;
- (d) eliminate the annual audit or restrict the availability of information to the Settlers; or
- (e) remove the right of the Settlers to appoint Trustees.

10.02 The Settlers may amend the Plan Text or any other Plan document adopted by them through collective bargaining or such other time as may be mutually agreed by the Settlers. The Trustees may amend this Agreement of the Plan Text to the extent such amendment is necessary to comply with applicable law and obtain the consent of the Settlers prior to filing such amendment.

ARTICLE XI - ACTUARIAL GAINS

11.01 While the Plan is ongoing, the Settlers upon unanimous written agreement shall be permitted to apply any actuarial gains realized by the Plan from time to time in accordance with and pursuant to any collective agreement and applicable law respecting the application of such gains.

ARTICLE XII - TERMINATION

12.01 This Agreement may be terminated by unanimous agreement of the Settlers, in which case the Trustees shall wind-up and terminate the Plan and the Trust Fund within six (6) months thereafter. As part of the termination of the Plan and the Fund, the Trustees shall:

- (a) provide for a final audit and accounting for the purposes of the termination of the Trust Fund;
- (b) provide for payment out of the Trust Fund of all Benefits, expenses, claims and obligations including the expenses incidental to the termination of the Trust Fund;
- (c) distribute the balance or surplus, if any, of the Trust Fund in accordance with the applicable provisions of the Plan, subject always to the applicable federal and provincial legislation; provided however, that no part of the capital or income of the Fund shall be used for, or diverted to purposes other than for the exclusive benefit of the Plan members, their families, beneficiaries or dependents, except as may otherwise be provided by this Agreement. Under no circumstances shall any portion of the capital or income of the Fund, directly or indirectly, revert or accrue to the benefit of the Employer, any Union, or the Trustees, except in the case of any Trustee who is a Member and receives his or her share of Fund assets in accordance with the same distribution formula as is applicable to all other Members.

12.02 Upon termination of the Plan and Trust Fund in accordance with this Article, the Trustees shall forthwith notify the Settlers, the Employer and any other necessary parties; and the Trustees shall continue as Trustees for the purpose of winding up the affairs of the Trust.

12.03 In lieu of termination, the Trustees, with the written consent of the Settlers, may elect to establish a successor pension plan and trust fund within a reasonable period to provide similar benefits for some or all of the Members under this Agreement and to do all such acts and things and execute such documents as may be necessary for this purpose. Alternatively, the Trustees may transfer all or part of the Members to another pension plan upon direction of the Employer and the Union representing the affected Members.

ARTICLE XIII - GENERAL PROVISIONS

13.01 The undersigned Trustees having been designated to serve as Employer, Union and Retiree Trustees, as the case may be, hereby accept the trusts created and established by the Agreement, consent to act as Trustees and agree to be bound by the Agreement and to administer the Trust Fund for the purposes set forth in this Agreement, the Plan and the Collective Agreements. Trustees and alternate Trustees shall serve without any remuneration but may be reimbursed out of the Fund for their reasonable expenses incurred in connection with their activities as Trustees or alternate Trustees respectively. Further, CUPE may be reimbursed out of the Fund in respect of any costs which it incurs for replacing any Trustees or alternate Trustees who are unable to attend to their ordinary duties as a result of their service as Trustees or alternate Trustees.

13.02 All notices, requests, demands or other communications provided for herein to be given within the time limits set out in Article 6.03 of this Agreement. Notices to the Settlers, Trustees, the Employer or any Member shall be given to them at their last known address as appears on the records of CUPE National. Notices to the Trust Fund shall be given to the Secretary of the Trustees.

13.03 If any provision of the Agreement, the Plan, the rules and regulations made pursuant thereto, or any actions in the administration and investment of the Fund are held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the Agreement, the Plan, or the said rules and regulations.

13.04 Wherever the singular and any word connoting gender is used throughout the Agreement the same shall be construed as meaning the plural, masculine, feminine or a body corporate where the context or the parties hereto so requires.

13.05 The headings used herein are for ease of reference only and shall not be deemed to form part of the Agreement.

13.06 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, or cause to be made, done, executed and delivered, all such further acts, deeds, assurances, things and written instruments as may be necessary in the opinion of any part, for more effectively implementing and carrying out the intent of this Agreement.

13.07 The Province of Ontario shall be deemed to be the situs of the Fund and all questions pertaining to the validity, construction and administration of this Agreement and the Plan shall be determined in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

ARTICLE XIV - MISCELLANEOUS

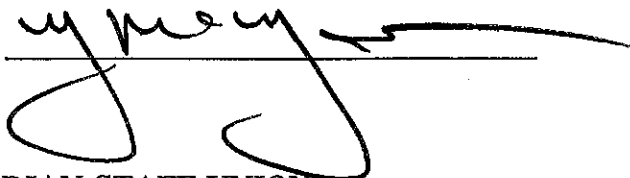
14.01 The Settlor shall, at the request of the Trustees made by resolution of the Trustees, convene and meet with respect to any issue referred to the Settlor by the Trustees. The Settlor shall also meet at least once every calendar year.

14.02 Any Settlor may ask the Actuary to provide or prepare any information that the Settlor think it needs in discussing changes to the Plan. The Trustees shall instruct the Actuary to prepare the information, and will pay the Actuary from the Fund. The Trustees shall instruct the Actuary to provide the information to each Settlor.

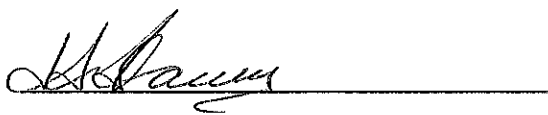
14.03 Any Settlor may audit the Plan and the Fund at any time at the expense of that Settlor. The Trustees will cooperate fully with the Settlor in the conduct of the audit.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Trust Agreement as of the date and year first above written.


CANADIAN UNION OF PUBLIC EMPLOYEES

per: 

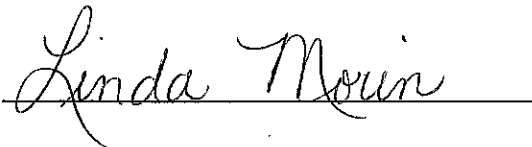
CANADIAN STAFF UNION

per: 

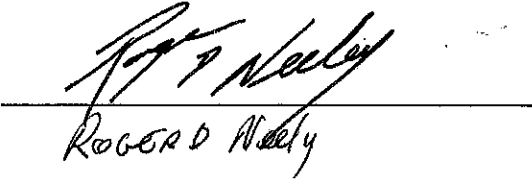
ADMINISTRATIVE AND TECHNICAL STAFF UNION

per: 

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 491**

per: 

THE TRUSTEES OF THE CUPE PENSION PLAN TRUST FUND

per: 
ROGER D. NEELY

per: Nancy Parker
Nancy Parker

per: Darlie L Beggs
Darlie L Beggs

per: Geraldine M y
Geraldine M. Guine

per: Jim Costesan
Jim Costesan

per: Ed Scott
Ed Scott

per: Wayne Lucas
Wayne Lucas

per: Terry Mutton
Terry Mutton

SCHEDULE 1

ACCEPTANCE OF TRUSTS

TO: CUPE

AND TO: CSU, ATSU AND OPEIU 491

AND TO: THE TRUSTEES (the "Trustees") OF THE TRUST FUND FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES' PENSION PLAN (the "Plan")

1. Pursuant to an Agreement and Declaration of Trust (the "Trust Agreement") dated the _____ day of _____, 1996 between CUPE, the Unions and the Trustees, CUPE and the Unions created and established a trust fund (the "Fund") for the purpose of providing benefits under, pursuant to and in accordance with the Plan.
2. The undersigned has been designated by [CUPE] [the Unions] [and the CUPE Retirees] as a Trustee (or Alternate Trustee) of the Fund, pursuant to the Trust Agreement.
3. In consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned consents to be a Trustee (or Alternate Trustee) of the Fund and accepts the trusts created and established by the Trust Agreement and agrees to be bound by the terms and conditions of the Trust Agreement and to administer the Fund and the Plan in accordance with and for the purposes set forth in the Trust Agreement.

Dated at Ottawa, this _____ day of _____, 19____.
