APPENDIX - B

THE WINNIPEG CIVIC

EMPLOYEES' BENEFITS PROGRAM

AMENDED AND RESTATED DISABILITY PLAN TRUST AGREEMENT, effective September 1, 2011

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THE WINNIPEG CIVIC EMPLOYEES' BENEFITS PROGRAM

THIS AMENDED AND RESTATED DISABILITY PLAN TRUST AGREEMENT is made effective the 1st day of September, 2011

AMONG: The City of Winnipeg,

AND (in alphabetical order): Amalgamated Transit Union, Local 1505,
Canadian Union of Public Employees, Local 500,
International Union of Operating Engineers, Local 987,
Manitoba Government Employees' Union, Local 911,
Manitoba Nurses' Union, Local 1a,
United Fire Fighters of Winnipeg, Local 867 of International Association of Fire Fighters,
Winnipeg Association of Public Service Officers,
Winnipeg Fire Paramedic Senior Officers' Association,
Winnipeg Police Association (Staff Sector Component), and
Winnipeg Police Senior Officers' Association (Staff Sector Component).

WHEREAS:

A. The City of Winnipeg (the "**City**") and ten unions entered into a Pension Plan Trust Agreement as of the 7th day of October, 2002 (the "**2002 Pension Trust Agreement**") and a Disability Plan Trust Agreement as of the 14th day of January, 2003 (the "**2003 Disability Plan Trust Agreement**") under which The City of Winnipeg Employee Benefits Program and its constituent plans were retitled "The Winnipeg Civic Employees' Benefits Program" (the "**Program**"), "The Winnipeg Civic Employees' Pension Plan", "The Winnipeg Civic Employees' Long Term Disability Plan" and "The Winnipeg Civic Employees' Early Retirement Benefit Arrangement", respectively;

B. The City and the unions who were parties to the 2003 Disability Plan Trust Agreement agreed to amend the provisions of the Program to provide for benefit improvements, changes in the governance of the Program, changes in the cost–sharing provisions and revisions of the allocation of current and future surpluses and the provisions of The Winnipeg Civic Employees' Long Term Disability Plan;

C. The changes described in Recital Bare set forth in a Letter of Understanding dated November 22, 2000 between the City and the unions who were parties to the 2003 Disability Plan Trust Agreement(the "**Letter of Understanding**"), a copy of which is attached to this Agreement as Schedule "A";

D. The conditions for the implementation of the Letter of Understanding and the changes described in Recital B were satisfied;

E. The parties to the Letter of Understanding implemented the Letter of Understanding by entering into and implementing the 2003 Disability Plan Trust Agreement and the 2002 Pension Trust Agreement;

F. The Disability Fund (as hereinafter defined) was constituted under the 2003 Disability Plan Trust Agreement to provide the disability benefits payable under The Winnipeg Civic Employees' Long Term Disability Plan;

G. It is desired that the Winnipeg Civic Employees' Long Term Disability Plan and the trust fund constituted and continued hereunder be treated for income tax purposes as a "health and welfare trust" as described in Canada Revenue Agency Interpretation Bulletin IT-85R2;

H. The 2003 Disability Plan Trust Agreement has not been amended;

I. Section 13.5 of the 2003 Disability Plan Trust Agreement provides that it may be amended by written agreement of the City and a Double Majority (as hereinafter defined) of the Signatory Unions (as hereinafter defined); and

J. The City and a Double Majority of the Signatory Unions wish to amend and restate the 2003 Disability Plan Trust Agreement effective September 1, 2011.

THEREFORE THE PARTIES AGREE as follows:

ARTICLE 1 - INTERPRETATION

1.1. Definitions

In this Agreement and in the Recitals and Schedules hereto, unless the context or subject matter otherwise requires, the following defined terms shall have the following meanings:

"**Actuary**" means the actuary or firm of actuaries appointed for the purposes of the Program in accordance with the Pension Trust Agreement.

"**Administrative Agent**" means the person appointed by the Board in accordance with Section 6.4.

"**Agreement**" means this Amended and Restated Disability Plan Trust Agreement as it may be amended from time to time in accordance with its terms.

"**Appointing Group**" means any organization or group described in Article 3 of the Pension Trust Agreement as being entitled to appoint trustees.

"**Auditor**" means any person, firm or corporation as may from time to time be appointed by the Board as auditor of the Program.

"**Board of Trustees**" or "**Board**" means "The Board of Trustees of The Winnipeg Civic Employees' Benefits Program (Disability Fund)" constituted hereunder, which board

shall consist of the groups of individuals who from time to time are appointed as Trustees in accordance with this Agreement.

"**By-law**" means By-law No. 5300/89 of the City, as amended.

"**Chair**" means the Chair of the Board elected pursuant to Section 4.1.

"**City**" means The City of Winnipeg as established and constituted by *The City of Winnipeg Charter*, S.M. 2002, c. 39.

"**Collective Agreement**" means any written collective agreement by and between a Participating Employer and a union (as defined in the *Labour Relations Act* (Manitoba)) with collective bargaining rights for Members which provides, among other things, for participation in the Program by any or all such Members, together with any amendments, supplements or modifications thereto or renewals thereof.

"**Committee**" means the Investment Committee or any other committee established by the Board pursuant to Section 9.6.

"**Disability Benefits**" means Program Benefits payable under the Disability Plan.

"**Disability Contributions**" means sums of money paid or payable to the Disability Fund by a Participating Employer in accordance with this Agreement, Part B to the Program Text, a Collective Agreement, a Participation Agreement or other agreement requiring contributions in respect of the Disability Plan.

"**Disability Fund**" means the trust fund constituted and continued under this Agreement.

"**Disability Plan**" means **The Winnipeg Civic Employees' Long Term Disability Plan**" continued in accordance with the terms of this Agreement. The terms of the Disability Plan are set forth in this Agreement and Part B to the Program Text, as each is amended from time to time.

"**Double Majority of the Signatory Unions**" has the meaning given to it in Section 1.6.

"**Early Retirement Arrangement**" means "**The Winnipeg Civic Employees' Early Retirement Benefits Arrangement**" continued in accordance with the terms of the Pension Trust Agreement. The terms of the Early Retirement Arrangement are set forth in the Pension Trust Agreement and Part C to the Program Text, as each is amended from time to time.

"**Effective Transfer Date**" means the date upon which the "Pension Fund" constituted under the By-law was transferred to the Board of Trustees constituted under the Pension Trust Agreement by the Employee Benefits Board to hold pursuant to the Pension Trust Agreement.

"**Employee Benefits Board**" means the Employee Benefits Board constituted under the By-law.

"**Employer Trustees**" means those Trustees appointed as "Employer Trustees" in accordance with Section 3.2.

"**Investment Committee**" means the committee constituted under Section 9.1.

"**Investment Manager**" means any duly qualified person, firm or corporation as may, from time to time, be appointed by the Board to act in the capacity of advisor or manager regarding the investment and management of all or any portion of the assets of the Disability Fund.

"**Investment Policy**" means the written statement of investment policies and procedures adopted by the Board pursuant to subsection 5.1(e).

"**Legal Counsel**" means a person or firm lawfully entitled to practice law in the Province of Manitoba, as may, from time to time, be appointed by the Board for the purpose of consulting with and advising them regarding the Disability Plan.

"**Letter of Understanding**" means the Letter of Understanding attached as Schedule "A".

"Market Value" means the value of the assets of the Disability Fund determined as the amount for which an asset could be exchanged, or a liability settled, between knowledgeable and willing parties in an arm's length transaction using acceptable and appropriate Canadian accounting standards.

"**Member**" means:

(i) an employee of a Participating Employer who has joined the Pension Plan and is or may become entitled to Disability Benefits; or

(ii) a former employee of a Participating Employer who has terminated his or her employment with the Participating Employer, but who is entitled to Disability Benefits; or

(iii) a present or former employee of an entity that ceased to be a Participating Employer after the Effective Transfer Date, but who is entitled to Disability Benefits.

"**Member Trustees**" means those Trustees appointed as "Member Trustees" in accordance with Section 3.2.

"**Participating Employer**" means:

(i) the City; or

(ii) any employer other than the City who participated in the Program as at the Effective Transfer Date and who enters into a Participation Agreement; or

(iii) any employer acceptable to the Board (including any corporation or other entity controlled by the Board) who did not participate in the Program as at the Effective Transfer Date and who enters into a Participation Agreement; or

(iv) the Board of Trustees.

"**Participation Agreement**" means a written agreement in the form attached as Schedule "B", or in such other form as is approved by the Board, signed and delivered by an employer and by the Board which, among other things, binds the employer to all of the rights, duties, responsibilities and obligations conferred or imposed upon a "Participating Employer" in this Agreement, the Program Text and the respective amendments thereto including, without limitation, the obligation to make contributions to the Disability Fund in accordance with the Program Text.

"**Pension Fund**" means The Winnipeg Civic Employees' Pension Fund constituted and continued pursuant to the Pension Trust Agreement.

"**Pension Plan**" means "**The Winnipeg Civic Employees' Pension Plan**" continued in accordance with the terms of the Pension Trust Agreement. The terms of the Pension Plan are set forth in the Pension Trust Agreement and Part A to the Program Text, as each is amended from time to time.

"**Pension Trust Agreement**" means the trust agreement among the parties hereto entered into effective September 1, 2011 to continue the Pension Plan.

"**Program**" means "**The Winnipeg Civic Employees' Benefits Program**" continued by this Agreement and the Pension Trust Agreement. The Program consists of the Pension Plan, the Disability Plan and the Early Retirement Arrangement.

"**Program Benefits**" means all pension and related benefits, including disability, death and termination benefits, among others, as may from time to time be set forth in the Program Text.

"**Program Text**" means the text which, among other things, specifies the various pension and disability benefits which will be provided through the pension plans and the disability plan continued by this Agreement and the Pension Trust Agreement, as such text is amended from time to time. A true copy of the current Program Text is annexed hereto as Schedule "C".

"**Program Year**" means, in relation to the Program, each 12 month period ending December 31.

"**Signatory Union**" means a union (as defined in the *Labour Relations Act* (Manitoba)) that signs this Agreement or such other union as is designated as a "Signatory Union" by agreement of a Double Majority of the Signatory Unions (other than the union being so designated).

"**Transfer Contributions**" means any assets contributed to the Disability Fund by the City pursuant to Sections 2.8, 7.7, 15.4 or 15.5 of this Agreement and Sections 2.8, 7.7, 15.4 or 15.5 of the Pension Trust Agreement.

"**Trustees**" means the individual signatories to this Agreement who have each agreed to act as a trustee of the Disability Fund in accordance with this Agreement and those persons appointed from time to time as their successors under the provisions of this Agreement.

"**Union**" means a Signatory Union or any other union (as defined in the *Labour Relations Act* (Manitoba)) that is party to a Collective Agreement.

"**Vice-Chair**" means the Vice-Chair of the Board elected pursuant to Section 4.1.

1.2. Use of Plural or Gender Specific Terms

In this Agreement and the Program Text, according to the context:

(a) gender specific terms include both genders and include a corporation, partnership, society, association or union;

(b) words in the singular include the plural and words in the plural include the singular; and

(c) where a word or expression is defined, other parts of speech and grammatical forms of the same word or expression will have corresponding meanings.

1.3. Headings

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

1.4. Use of Certain Terms

The expressions "herein", "hereof", "hereto", "above", "below" and similar expressions used in any Article, Section, subsection or paragraph of this Agreement refer and relate to the whole of this Agreement and not to that Article, Section, subsection or paragraph only, unless otherwise expressly provided.

1.5. Statutory References

In this Agreement and the Program Text, any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder and any final judicial decisions interpreting the same, with all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

1.6. Consent, Approval or Agreement of a Double Majority of the Signatory Unions

Whenever this Agreement provides that an action requires the consent, approval or agreement of a "Double Majority of the Signatory Unions", such action may be undertaken if the following occurs:

(a) a majority, by number, of the then Signatory Unions consents to, approves of or agrees to the action; and

(b) Signatory Unions who represent more than 50% of the Members who are then active members of a Signatory Union employed by a Participating Employer consent to, approve of or agree to the action.

Unless this Agreement otherwise provides, the Board shall specify how such consents, approvals or agreements shall be given or expressed, and within what periods of time. Any disputes regarding whether any of the foregoing requirements have been satisfied shall be resolved by the Board, whose determination shall be binding upon all persons.

1.7. Successors to Signatory Unions

(a) If a union is, by reason of a merger, amalgamation or transfer of jurisdiction, the legal successor of any Signatory Union, that union shall assume all of the powers, duties and responsibilities of the Signatory Union hereunder.

(b) If a Signatory Union ceases to operate for any reason other than as described in subsection (a), the powers, duties and responsibilities of the Signatory Union hereunder shall thereupon pass to the then remaining Signatory Unions.

(c) If a Signatory Union ceases to be a certified bargaining agent for employees of a Participating Employer who are Members, the powers, duties and responsibilities of the Signatory Union hereunder shall thereupon pass to the then remaining Signatory Unions.

1.8. Conflict Between Program Text and Agreement

In the event of any conflict between the provisions of Articles 1 through 18 of this Agreement and the provisions of the Program Text, the provisions of Articles 1 through 18 of this Agreement shall prevail and govern.

1.9. Numbering of Provisions

For ease of reference, provisions of this Agreement that correspond to provisions of the Pension Trust Agreement are given similar numbering, even though this breaks the normal sequential numbering system of this Agreement.

ARTICLE 2 - CONTINUATION OF THE PROGRAM AND CONTINUATION OF DISABILITY FUND

2.1. Program Continued

The Program is hereby continued and shall continue to be known as the "The Winnipeg Civic Employees' Benefits Program". The terms of the Program are set out in Parts A, B and C of the Program Text. The trust relationship created by the 2003 Disability Plan Trust Agreement in respect of the Disability Fund, as defined in and constituted under the 2003 Disability Plan Trust Agreement, is hereby continued.

2.2. Continuation of Disability Fund

The trust fund known as "The Winnipeg Civic Employees' Disability Fund" ""established through the 2003 Disability Plan Trust Agreement for the purpose of providing Disability Benefits in accordance with the terms of the Disability Plan is hereby continued and shall continue to be known as "The Winnipeg Civic Employees' Disability Fund" (which shall be referred to elsewhere in this Agreement as the "**Disability Fund**"). The Disability Fund shall consist of all assets of the Disability Fund consolidated with all Disability Contributions, Transfer Contributions and other payments received from time to time by the Board, together with all increments, earnings and profits associated with the administration of the said Disability Fund less all authorized payments therefrom.

2.3. Interests in Disability Fund

None of the Trustees, nor any Union, Participating Employer, Member, beneficiary of a Member or any other person, association, firm or corporation shall have any right, title or interest in or to the assets of the Disability Fund, except as specifically provided by this Agreement, the Program Text, or other applicable law; provided, however, that nothing in this Agreement shall prevent a Disability Contribution or Transfer Contribution which is made by mistake, together with any income earned thereon, from being returned by the Board to the maker of such Contribution.

2.4. *Intentionally Omitted*

2.5. Disability Contributions

Members shall not make contributions to the Disability Plan. The City and the other Participating Employers shall make contributions in respect of the Disability Plan as required in Part B of the Program Text.

2.6. Financial Responsibility of Participating Employers for Disability Plan

Despite anything to the contrary in this Agreement, each Participating Employer's sole financial obligation in respect of the Disability Plan is to make those contributions attributable to such Participating Employer, in the amounts and at the times specified from time to time in the Program Text.

2.7. Payment of Disability Benefits

Any contributions the Participating Employers are required to make in respect of the Disability Plan pursuant to Part B of the Program Text shall be deposited to the Disability Fund and used to pay Disability Benefits and expenses chargeable to the Disability Fund in accordance with the terms of this Agreement and Part B of the Program Text.

2.8. Transfers from Pension Fund

To the extent the contributions the Participating Employers make in respect of the Disability Plan pursuant to Section 2.5 are insufficient to pay Disability Benefits or expenses chargeable to the Disability Fund as any of them come due, Section 2.8 of the Pension Trust Agreement requires the Board constituted under the Pension Trust Agreement to pay the requisite assets from the Pension Fund to the City to be used to fund the Disability Plan. Whenever any amount is paid to the City from the Pension Fund in accordance with Section 2.8 of the Pension Trust Agreement, the City shall thereupon immediately contribute or cause to be contributed such amount to the Disability Fund.

2.9. Prohibition on Payments to Participating Employers

Notwithstanding any other provision of this agreement, assets shall not be paid from the Disability Fund to a Participating Employer while the Disability Plan is ongoing unless:

(a) the City and a Double Majority of the Signatory Unions agree that such a payment be made; and

(b) such a payment will not violate the requirements relating to "health and welfare trusts" then in force.

2.10. Restrictions on Investment

No property of the Disability Fund, whether such property is acquired from the capital or income of the Disability Fund, shall be invested in the shares, notes, bonds, debentures or similar indebtedness issued by:

(a) a Participating Employer,

(b) a person who does not deal at arm's length with a Participating Employer, or

(c) a person who is a member of a group of persons not dealing at arm's length with a Participating Employer,

nor shall any such property of the Disability Fund be invested in property which is or will be used directly or indirectly, solely or otherwise, by a Participating Employer or any person who does not deal at arm's length with a Participating Employer or who is a member of a group of persons not dealing at arm's length with a Participating Employer. For the purposes of this Section 2.10, a group of persons is deemed not to be dealing at

arm's length with a Participating Employer if the group are related (within the meaning of the *Income Tax Act* (Canada)) and collectively, they control a Participating Employer.

ARTICLE 3 - APPOINTMENT AND REPLACEMENT OF TRUSTEES

3.1. Twelve Trustees

Except as otherwise described herein, the Board of Trustees shall consist of twelve Trustees, which Board of Trustees will be comprised of six Employer Trustees and six Member Trustees. The following are not eligible to be a Trustee:

(a) a person who is less than eighteen (18) years of age;

(b) a person who has the status of a bankrupt;

(c) a person who has been determined to be mentally incompetent in accordance with the requirements of applicable legislation; and

(d) a person who is not bondable.

3.2. Composition of Board of Trustees

(a) At all times the group of individuals who comprise the "Board of Trustees" hereunder shall be composed of six of the "Employer Trustees" appointed pursuant to Section 3.2 of the Pension Trust Agreement and the six "Member Trustees" appointed pursuant to subsections 3.3(a) through (e) of the Pension Trust Agreement.

(b) If an individual is validly appointed an "Employer Trustee" pursuant to Section 3.2 of the Pension Trust Agreement, and that individual agrees to be bound by this Agreement pursuant to Sections 3.6 or 3.9, that individual shall be an Employer Trustee under this Agreement for as long as he or she is an "Employer Trustee" under the Pension Trust Agreement.

(c) If an individual is validly appointed a "Member Trustee" pursuant to Section 3.3 of the Pension Trust Agreement, and that individual agrees to be bound by this Agreement pursuant to Sections 3.6 or 3.9, that individual shall be a "Member Trustee" under this Agreement for as long as he or she is a Member Trustee under the Pension Trust Agreement.

(d) If an individual who is a Trustee under this Agreement is validly removed or otherwise ceases to be a "Trustee" in accordance with the Pension Trust Agreement, that individual shall automatically and without further formality cease to be a Trustee under this Agreement.

3.3. *Intentionally Omitted*

3.4. *Intentionally Omitted*

3.5. *Intentionally Omitted*

3.6. Acceptance of Trusts

Each individual Trustee who has signed this Agreement is deemed to have been validly appointed by his or her respective Appointing Group and has by his or her signature confirmed or reconfirmed, as applicable, his or her consent to act as a Trustee, and agrees that:

(a) he or she shall hold the Disability Fund in trust in accordance with the trusts continued under this Agreement; and

(b) he or she is bound by this Agreement for the purposes set forth herein and in the Program Text.

The execution of this Agreement by the Trustees is not a pre-condition to this Agreement becoming legally effective. Rather, this Agreement shall become legally effective when the City and a Double Majority of the Signatory Unions have signed this Agreement.

3.7. *Intentionally Omitted*

3.8. *Intentionally Omitted*

3.9. Successor Trustees

Each successor Trustee, upon signing an Acceptance of Trust in the form set forth in Schedule "D" attached hereto, is deemed to accept the trusts created and established by this Agreement and to consent to act as a Trustee. Any successor Trustee appointed pursuant to the provisions hereof shall, upon signing an Acceptance of Trust, become vested with all the rights, powers and duties of a Trustee under this Agreement, with the like effect as if such person had executed this Agreement as a Trustee , and without the necessity of the execution of any conveyance, assignment, transfer or other documentation.

3.10. *Intentionally Omitted*

3.11. Discharge of Deceased Trustees

If a Trustee dies, his or her heirs, administrators, executors and assigns shall be fully discharged from all future duties and responsibilities in respect of this Agreement as of the date of such Trustee's death. A deceased Trustee's estate shall not be discharged from, and shall remain liable for, any of the deceased's duties and responsibilities arising hereunder prior to the date of death.

3.12. *Intentionally Omitted*

3.13. Discharge of Other Former Trustees

If a Trustee ceases to be a Trustee for a reason other than death, he or she shall be fully discharged from any future duties and responsibilities in respect of this Agreement as of the date of such cessation. Further, a Trustee who ceases to be a Trustee shall not be discharged from, and shall remain liable for, any of such Trustee's duties and responsibilities arising hereunder prior to the effective date of ceasing to be a Trustee.

3.14. Termination of Trusteeship

Any Trustee that ceases to be a Trustee and the personal representatives of any deceased Trustee or any Trustee who has ceased to be eligible to be Trustee pursuant to subsection 3.1(c), as the case may be, shall forthwith turn over to the Administrative Agent any and all records, books, documents, money and other property and assets in his or her possession, forming part of the Disability Fund or incidental to his or her duties as Trustee under this Agreement or relating to the administration of the Disability Plan. In addition, any such individual shall be deemed to have conveyed, assigned or transferred to the then remaining Trustees any or all rights or property of that individual in the Disability Fund and shall, if necessary, convey, assign or transfer to the then remaining Trustees any or all rights or property of that individual in the Disability Fund as the remaining Trustees may direct.

3.15. Former Trustee Purporting to Act

If a Trustee ceases to be a Trustee but purports to continue to act as a Trustee, any of the remaining Trustees may do such things and take such action at law or equity as such Trustee(s) determine to cause such person to cease to purport to act as a Trustee including, without limitation, making application to a court of competent jurisdiction for such relief (including injunctive relief) as may be appropriate in the circumstances.

ARTICLE 4 – BOARD OPERATION

4.1. Chair and Vice-Chair

(a) The Trustees shall, by simple majority, elect a Chair and Vice-Chair from among their number for one year terms. The Board may establish such other offices of the Board and elect such persons (whether Trustees or not) to occupy such offices for such respective terms as determined by the Board from time to time subject to the death or other cessation of Trusteeship of such persons, as the case may be. Any person occupying any of these offices may be removed by the Board at any time. Any person occupying the office of Chair, Vice-Chair or any other office which the Board has determined must be assumed by a Trustee shall cease to hold such office upon ceasing to be a Trustee in accordance with this Agreement.

(b) The respective terms of such Chair and Vice-Chair shall commence on the date of their election and, subject to such person's death or other cessation of Trusteeship, shall continue until the earlier of the expiry of their respective terms or their respective successors have been duly elected.

(c) The Chair and Vice-Chair positions shall be filled so that at all times an Employer Trustee occupies one of the offices and a Member Trustee occupies the other office. The holding of these offices shall alternate each year from a Member Trustee to an Employer Trustee and vice versa, as the case may be, unless the Board agrees otherwise.

(d) If a Trustee who is Chair or Vice-Chair ceases at any time for any reason to be Chair or Vice-Chair, as the case may be, then his or her position shall be filled for the balance of the term by:

(i) an Employer Trustee, if the position in question was formerly occupied by an Employer Trustee; or

(ii) a Member Trustee, if the position in question was formerly occupied by a Member Trustee,

all as determined by the Board. The term of any replacement Chair or Vice-Chair shall be deemed to have commenced at the commencement or deemed commencement of the predecessor's term and shall be for the remaining portion of such predecessor's term.

4.2. Frequency of Meetings

The Trustees shall meet no less frequently than four times every Program Year. The Chair shall be responsible for setting the date and location of each meeting. Any four Trustees may request the Chair to call a meeting of the Board, which request shall be in writing and shall include such information as is reasonably required by the Chair to fulfil the agenda provisions contained herein. If requested as described above, no later than 14 days following receipt of the written request the Chair shall give notice to the Trustees setting out the date and location of the meeting, which meeting must be held within one month of the date upon which the request to convene a meeting was received by the Chair. If the office of Chair is vacant, or the Chair is incapacitated or otherwise unable to discharge his or her responsibilities as Chair, any two Employer Trustees and any two Member Trustees acting jointly may exercise the powers otherwise given to the Chair to set the date and location of a meeting, and give notice of it to the other Trustees.

4.3. Recording Secretary

The Board shall appoint a recording secretary who shall keep minutes or records of all meetings, proceedings and acts of the Trustees. Such recording secretary need not be a Trustee.

4.4. Notice of Meeting

The Chair, or any other officer of the Board or other person delegated to do so by the Chair, as the case may be, shall cause written notice of each meeting of the Board to be served upon the Trustees no less than seven days prior to the date of such meeting. The notice of a meeting shall specify the date, time and location of the meeting, and shall include an agenda of matters to be addressed at such meeting. The agenda for each

meeting shall be distributed with the notice of meeting. Whenever possible, any reports or other documentation to be considered at such meeting shall be provided to the Trustees with the notice of meeting.

4.5. Waiver of Notice

A Trustee may waive notice of a meeting of the Board in writing. Further, a Trustee shall be deemed to have waived notice of a meeting of the Board by attending at such meeting without objection.

4.6. Quorum

A quorum for the transaction of business at any meeting of the Board shall consist of not less than seven Trustees comprised of a minimum of three Employer Trustees and a minimum of three Member Trustees present in person or participating by means of a telephone conference call or other means of communication whereby all persons taking part in the meeting can hear and speak to one another. No proxies shall be permitted at any time. If a quorum is not present within one-half hour of the time specified for a meeting of the Board, the Trustees present may adjourn the meeting to a fixed time and place but may not transact any other business. If during a meeting a quorum is lost, no further business shall be transacted at that meeting by the remaining Trustees other than adjourning the meeting to a fixed time and place. If the Trustees meet when a Trustee position is vacant, the meeting is validly constituted as long as a quorum is present.

4.7. Chair of Meeting

The Chair, or in his or her absence, the Vice-Chair, shall act as chair of a meeting of the Board. If neither the Chair nor the Vice-Chair is in attendance at a meeting, the Trustees present at the meeting shall select a chair for the meeting from their number. If the recording secretary selected by the Board pursuant to Section 4.3 is not present at a meeting, the chair of such meeting shall select a recording secretary for such meeting. Minutes will be prepared and provided to the Trustees for verification at the next meeting of the Board where it is practical to approve of such minutes.

4.8. Procedure at Meetings

Except as otherwise set forth herein, the Board may from time to time make such rules as to conduct and procedures for its meetings and for Committee meetings and may, as well, amend such rules and procedures. Where the Board has not adopted a specific procedure, then the current edition of Robert's Rules of Order Newly Revised (currently the 11th edition (2011)) shall prevail and govern.

4.9. Voting

At any duly called and constituted meeting of the Board, each Trustee present shall be entitled to one vote. All decisions to be made by the Board shall be made by resolution passed by a majority vote of the Trustees present at the meeting, of which two votes in favour of the decision must be cast by Member Trustees and a further two votes in favour

of the decision must be cast by Employer Trustees. The Chair shall vote on all resolutions but shall not be entitled to a second vote in the event of deadlock.

4.10. Resolution of Deadlock

(a) Subject to subsection (b) below, a deadlock shall be deemed to exist whenever a proposal, motion or resolution made by a Trustee and seconded by another Trustee is neither adopted nor rejected by a majority vote, or where a proposal, motion or resolution is unable to be made at a meeting due to lack of a quorum at two consecutively called meetings.

(b) A deadlock shall not be deemed to exist where such proposal, motion or resolution is a proposal, motion or resolution to amend this Agreement.

(c) In the event of a deadlock, a further meeting of the Board shall be held no later than 14 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 two Trustees may require at the meeting the naming of a thirteenth Trustee for the purpose of casting a tie-breaking vote on the matter in dispute at the next meeting of the Trustees. If two Trustees make such a request at a meeting and the Board fails at that meeting (or any adjournment thereafter) to appoint a thirteenth Trustee, the Chair shall forthwith request that the Chief Justice of Manitoba appoint a person to act as the thirteenth Trustee.

(d) The thirteenth Trustee shall attend a meeting at which 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 dispute. The thirteenth Trustee shall cast a tie-breaking vote on the matter in dispute and shall make his or her determination within seven days of the meeting at which submissions are made. The decision of the thirteenth Trustee shall be final and binding on all other Trustees, Participating Employers, Unions, Members and their beneficiaries. Upon casting the tie-breaking vote, the function of the thirteenth Trustee shall be completed and such person shall cease to act as a Trustee.

(e) The reasonable expenses and fees of the thirteenth Trustee shall be paid out of the Disability Fund.

4.11. Resolutions in Writing

Despite Sections 4.9 and 4.10, if all of the Trustees then in office could form a quorum if they met, any decision of the Board may be made by unanimous consent in writing signed by all Trustees then in office without a meeting of the Trustees.

4.12. Defect in Appointment, etc.

Despite that it is subsequently discovered or determined that there exists some defect in the appointment, removal or qualification of any Trustee, all acts and proceedings of the Board done and carried on in good faith while any such defect existed shall be valid and effective.

4.13. Compensation of Trustees

Except as otherwise provided in this Agreement, a Trustee shall not be compensated for attendance at a Board meeting, or otherwise attending to his or her duties under this Agreement. Each Participating Employer and Union shall grant a leave of absence with pay and benefits to any of its employees who is a Trustee, if the Board makes such a request to the Participating Employer. Each Participating Employer and Union further agrees that during the period of any such leave of absence, a Trustee shall not lose any rights or privileges which he or she would have received had he or she not been granted such leave of absence. If a Participating Employer or Union grants such a leave of absence with pay and benefits, but that Participating Employer or Union is not required by a collective agreement to grant a leave of absence with pay and benefits to any of its employees who is a Trustee, the Board shall reimburse such Participating Employer or Union from the Disability Fund for the cost of the pay and benefits provided to the Trustee while on such a leave of absence, to the extent such a Participating Employer or Union is not so reimbursed from the Pension Fund in accordance with the Pension Trust Agreement.

4.14. Reimbursement of Trustees

Each Trustee shall be reimbursed from the Disability Fund for all expenses which have been reasonably incurred by the Trustee in the performance of his or her duties. Such expenses may include reasonable expenses of attendance at any educational conferences by a Trustee to assist such Trustee in carrying out his or her duties. In the event of any dispute as to whether an expense incurred by a Trustee should be reimbursed as herein set forth, the Board shall determine such dispute, which determination shall be final and binding and not subject to appeal.

4.15. Execution of Documents

All agreements and other documents to be executed by the Board after being approved by the Board shall be signed by one Employer Trustee and one Member Trustee, or by such other persons as the Board may direct. All cheques payable out of the Disability Fund shall be signed by one Employer Trustee and one Member Trustee, or by such other persons or in such other manner as the Board may direct.

4.16. Formal Name of Board

The Board shall enter into agreements and act in all matters in the name of "The Board of Trustees of The Winnipeg Civic Employees' Benefits Program (Disability Fund)".

ARTICLE 5 - DUTIES OF THE BOARD

5.1. Duties

The Board shall:

(a) operate, administer and interpret the Disability Plan in accordance with this Agreement, the Program Text, the *Income Tax Act* (Canada), *The City of Winnipeg Charter* (Manitoba) and any other applicable legislation;

(b) exercise and discharge its rights, duties and responsibilities under this Agreement in accordance with the *Income Tax Act* (Canada) and any other applicable legislation;

(c) administer the Disability Fund in accordance with this Agreement;

(d) keep a complete and accurate set of accounts for the Disability Fund;

(e) in consultation with the Investment Committee (if one has been constituted pursuant to Article 9), adopt a written statement of investment policies and procedures for the Disability Fund which shall be reviewed at least annually by the Board;

(f) regularly monitor the investment performance of the Disability Fund;

(g) establish and review regularly the funding policy for the Disability Plan;

(h) if an Investment Committee is constituted pursuant to Article 9, determine and advise the Investment Committee as frequently as necessary the amounts which are available for investment;

(i) appoint an Auditor, and submit the accounts and financial statements of the Disability Fund at least annually for examination, checking and audit in accordance with Section 5.2;

(j) as soon as possible after January 1 in each year, submit a report to the Participating Employers and the Signatory Unions on the operation of the Disability Plan during the previous year together with audited financial statements for the Disability Fund; and

(k) as soon as possible after January 1 in each year, make available to the Members a report on the operation of the Disability Plan during the previous year.

5.2. Annual Audit

The books of account and records of the Board, including the books of account and records pertaining to the Disability Fund, shall be audited at least once every year by the Auditor, as at the end of the Program Year. The Auditor shall submit to the Board financial statements for the preceding Program Year within six months of the end of the

Program Year. A statement of the results of the annual audit and copies of all financial statements shall be available for inspection by any Member or his or her authorized representative at the principal office 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, Signatory Union and Participating Employer within 60 days after that statement is prepared.

5.3. Actuarial Valuations

The report on the results of each actuarial valuation of the Program conducted in accordance with the Pension Trust Agreement shall be submitted to the Board at the date of the next meeting of the Board held after the completion of each such valuation.

ARTICLE 6 - POWERS OF THE BOARD

6.1. Discretionary Powers

In addition to any powers conferred by law, the Board is empowered and authorized when acting under this Agreement to do anything reasonably necessary to carry out its duties and responsibilities hereunder, including, without limitation, the following:

(a) establish accounts for the Disability Fund with a chartered bank or other financial institution in Canada;

(b) in consultation with the Investment Committee, appoint one or more Investment Managers to manage the investments of the Disability Fund or a portion thereof and specify the terms and conditions to apply in each case, or terminate any such appointment;

(c) allocate all amounts that may become available for investment or are already invested between the Investment Managers in such proportions as may be determined by the Investment Committee;

(d) invest and reinvest such portion of the Disability 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 Investment Policy (and without being limited to investments permitted by the *Trustee Act* (Manitoba)), and to take any and all actions with respect to holding, buying, selling or exchanging such investments as the Board, in its sole discretion, may deem appropriate or necessary including, without limitation:

(i) exercising any of the powers of an owner with respect to stocks, bonds, debentures, mortgages or other investments and property held in the Disability Fund including, without limitation, any right there may be to vote in connection therewith;

(ii) giving general or special proxies or powers of attorney with or without powers of substitution;

(iii) exercising any conversion privileges, subscription rights or other options, (and make any payments incidental thereto);

(iv) consenting to or otherwise participating in corporate reorganizations or other changes affecting shares and other securities;

(v) delegating discretionary powers and paying any assessments and other charges in connection therewith;

(vi) accepting and holding any shares or securities which may be issued as a result of corporate reorganizations or changes affecting corporate shares or securities;

(vii) renewing, extending or participating in the renewal or extension of any bond, debenture, mortgage or other investment or instrument upon such terms as may be deemed advisable;

(viii) agreeing to a reduction in the rate of interest on any mortgage or to any other modification or change in the terms of any mortgage or any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Disability Fund or the preservation of the value of an investment;

(ix) waiving any default, whether in the performance of a covenant or condition in any mortgage or in the performance of any guarantee or enforce any rights in respect of any such default, in such manner and to such extent as may be deemed advisable;

(x) exercising and enforcing any and all rights of foreclosure;

(xi) bidding on property in a judicial sale;

(xii) taking a deed in lieu of foreclosure, with or without paying consideration therefor (and in connection therewith release any person or persons from their covenant or guarantee given in connection with any mortgage);

(xiii) exercising and enforcing any rights or obligations by any action, suit or proceeding at law or in equity; or

(xiv) taking appropriate measures by way of proceedings at law or otherwise for the enforcement or realization of any investment;

(e) execute all documents of transfer and conveyance that may be necessary or appropriate to carry out the duties and powers herein granted;

(f) register any investments held in the Disability Fund in:

(i) the name of the Board;

(ii) the name of a financial institution acting as custodian of the Disability Fund for the Board (or the nominee, subcustodian or other person acting directly for such financial institution);

(iii) the name of a domestic or foreign depository or clearing agency that is authorized to operate a book based system, or its nominee; or

(iv) bearer form, if the investment is not capable of being registered or registration of it would not be in the best interests of the Disability Plan;

(g) subject to Section 10.3, employ or appoint one or more agents, including Legal Counsel, consultants or other persons, to carry out any act required to be done in the administration of the Disability Plan or in the administration and investment of the Disability Fund or as the Board otherwise deems necessary in the performance of its powers, duties and responsibilities;

(h) rent or purchase premises, purchase supplies and equipment and employ such personnel as required for the efficient administration of the Disability Plan;

(i) pay from the Disability Fund all costs and expenses of the Board attributable to the operation and administration of the Disability Fund, including any compensation or reimbursement to or in respect of Trustees authorized by Sections 4.13 and 4.14, and any compensation or reimbursement of Committee members as determined by the Board;

(j) do all acts that the Board may deem necessary or appropriate for the protection of the property of the Disability Fund;

(k) *Intentionally Omitted*;

(l) adopt such policies, procedures, rules and regulations as the Board deems necessary for the carrying out of trusts imposed upon it by this Agreement and the efficient operation of the Disability Plan, provided that all such policies, procedures, rules and regulations must be consistent with the terms of this Agreement, the Pension Trust Agreement, the Program Text and the Letter of Understanding, as any of those documents are amended from time to time;

(m) compromise, settle, arbitrate or release claims or demands in favour of or against the Disability Fund or the Board (or any present or former Trustee), on such terms and conditions as the Board may deem advisable;

(n) seek the advice, opinion or direction of a court of competent jurisdiction on any matter pertaining to this Agreement, the Program Text, a Participation Agreement, the administration of the Disability Fund or the operation of the Disability Plan;

(o) incorporate corporations, the shares of which shall be held by or on behalf of the Board, for the purposes of administering the Disability Fund and operating the

Disability Plan (or administering other benefit plans pursuant to subsection (v)), making investments of the Disability Fund or holding any investment;

(p) *Intentionally Omitted*;

(q) hold in uninvested cash, without any liability for interest thereon, such sums as the Board deems necessary or advisable for the current cash requirements of the Disability Fund;

(r) appoint a financial institution(s) and/or insurance company(ies) to be a custodian for the Disability Fund, for the purpose of acting as a depository and providing for the safekeeping of all or any portion of the Disability Fund, and to authorize the custodian to:

(i) commingle any monies deposited with it in any pooled investment fund administered or managed by any custodian appointed pursuant to this subsection (s) subject to policies adopted by the Board from time to time; and

(ii) act on the instructions of an Investment Manager for the investment and re-investment of the assets of the Disability Fund;

(s) subject to Section 10.3, delegate any of its administrative powers or duties to any of its agents or employees or a Committee, in such manner and subject to such terms and conditions as the Board may deem necessary or appropriate; provided that such agents, employees or Committee shall report to the Board in a timely fashion as directed by the Board;

(t) enter into cost sharing arrangements with any Union, Participating Employer or the board of trustees of another pension or benefit trust fund to permit the Board to share expenses pertaining to the administration of the Disability Plan, provided that any amounts paid by the Board to a Union, Participating Employer or the board of trustees of another pension or benefit trust fund in respect of such expenses shall be subject to the approval of the Auditor as being necessary and reasonable; and provided further that such cost sharing arrangement must provide that the Board may terminate such arrangement at any time, with no more than 30 days' notice to all other relevant parties;

(u) enter into Participation Agreements with such employers as the Board considers appropriate;

(v) enter into agreements with the boards of trustees or other sponsors of other benefit plans pursuant to which the Board would administer the other benefit plans for the other boards of trustees or other sponsors; provided that such administration of other benefit plans is to be done solely on a cost recovery basis, with no profit realized, or loss incurred, as a result of the administration of other plans by the Board; and

(w) do all acts and incur any obligations or liabilities (and discharge such obligations and liabilities out of the Disability Fund) that the Board deems necessary or appropriate to carry out its duties and responsibilities hereunder and to accomplish the general objectives of enabling Members and their beneficiaries to obtain Disability Benefits in the most efficient and economical manner.

6.2. Bonding

The Board may procure insurance or fidelity bonds for such persons as the Board considers necessary or proper. Such persons may be insured or bonded in such amounts and in such manner as the Board determines. The cost of such insurance or bonds shall be paid out of the Disability Fund.

6.3. Fiduciary Liability and Other Insurance

The Board may purchase such errors and omissions insurance or fiduciary liability insurance (or insurance of a similar nature or description) as it deems necessary for the Trustees, former Trustees, members of the Investment Committee and anyone else engaged in the administration or operation of the Disability Fund or the Disability Plan. The cost of all such insurance shall be paid out of the Disability Fund.

6.4. Administrative Agent

The Board may appoint, hire or retain an Administrative Agent (who may be given a different title by the Board) and may at any time, but subject to any agreement reached between the Board and the Administrative Agent, remove the Administrative Agent and appoint, hire or retain a successor. The Administrative Agent shall assume the responsibility of accounting for Disability Contributions, Transfer Contributions, other payments, Disability Benefits, and expenses, and such other duties and responsibilities as may be delegated to him or her pursuant to this Agreement or from time to time by the Board, including administering other plans pursuant to agreements entered into by the Board pursuant to subsection 6.1(v).

6.5. Legal Proceedings

The Board may commence such legal proceedings as it deems necessary or appropriate in connection with the enforcement of this Agreement and the administration of the Disability Fund or the operation of the Disability Plan, as well as defend any legal proceedings which may be brought against the Board or any of the Trustees, and the reasonable expenses the Board or any Trustee incurs doing so shall be paid out of the Disability Fund, except with respect to any proceedings brought against the Board or any Trustee in relation to any matter or thing arising out of the dishonesty, bad faith, wilful misconduct or gross negligence of a Trustee or the Board.

6.6. Borrowing

The Board may, from time to time, borrow money on a short term basis 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) the payment of Disability Benefits; or

(b) permitting the orderly disposition of investments of the Disability Fund during the planned conversion of any investments;

in order to avoid a distress sale of investments of the Disability Fund that would otherwise be necessary to pay such Disability Benefits or acquire new investments.

6.7. Mortgages or Other Charges on Real Estate

Mortgages may be granted or assumed on real estate investments made by the Board, and are not subject to Section 6.6. For the purposes of any quantitative restrictions on real estate investments, whether imposed by law or otherwise, the value of a real estate investment made directly or indirectly by the Board shall equal the value of the property less any mortgage or other charge placed upon it, if the holder of such mortgage or other charge has no recourse against the Board or the Disability Fund for any shortfall or deficiency associated with such mortgage or other charge.

ARTICLE 7 - THE DISABILITY FUND

7.1. Disability Fund

The Board shall hold the Disability Fund in trust for the Members, their beneficiaries and the City, and deal with it in accordance with this Agreement.

7.2. *Intentionally Omitted*

7.3. *Intentionally Omitted*

7.4. *Intentionally Omitted*

7.5. *Intentionally Omitted*

7.6. *Intentionally Omitted*

7.7. Transfers from Pension Fund

Section 7.7 of the Pension Trust Agreement permits the Board constituted under the Pension Trust Agreement to, from time to time, pay assets from the Pension Fund to the City to be used to fund the Disability Plan. Whenever any amount is paid to the City from the Pension Fund in accordance with Section 7.7 of the Pension Trust Agreement, the City shall thereupon immediately contribute or cause to be contributed such amount to the Disability Fund.

7.8. Calculation Mistake

Where the Actuary certifies to the Board that a mistake has been made in any calculation relating to the Disability Fund or Disability Plan required by this Agreement or the Pension Trust Agreement, such certification shall include an explanation of the mistake, the corrected calculation(s) and the Actuary's recommendations to the Board for

corrective action to return the Disability Fund to its position as if the mistake had not occurred. The Board shall take appropriate action based on such recommendations.

7.9. *Intentionally Omitted*

ARTICLE 8 – *INTENTIONALLY OMITTED*

ARTICLE 9 – INVESTMENT AND OTHER COMMITTEES

9.1. Composition of Investment Committee

The Board may choose to constitute an Investment Committee to assist the Board in the investment of the Disability Fund. If the Board does so, the Investment Committee shall consist of the individuals who from time to time to time make up the Investment Committee constituted under the Pension Trust Agreement.

9.2. *Intentionally Omitted*

9.3. *Intentionally Omitted*

9.4. Decisions of Investment Committee

If constituted pursuant to Section 9.1, the Investment Committee shall conduct itself in accordance with such rules and procedures as the Board designates for it pursuant to Section 4.8.

9.5. Duties of Investment Committee

If constituted pursuant to Section 9.1, the Investment Committee shall:

(a) recommend to the Board the appointment of one or more Investment Managers to manage the investments of the Disability Fund or portion thereof and recommend the terms and conditions to apply in each case;

(b) recommend to the Board the termination of the appointment of any Investment Manager;

(c) subject to the terms of the Investment Policy, direct the Board to allocate the amounts which may become available for investment or are already invested between the Investment Managers appointed by the Board in such proportions as may be determined by the Investment Committee;

(d) recommend to the Board the Investment Policy or any changes thereto;

(e) review regularly the performance of the Disability Fund and of each Investment Manager which is managing a portion thereof;

(f) monitor compliance with the Investment Policy; and

(g) report regularly to the Board on its activities, compliance with the Investment Policy and such other matters as the Board directs.

9.6. Other Committees

The Board may establish such other committees and their respective procedures as it deems necessary from time to time, and delegate powers or duties to it in accordance with subsection 6.1(s). Such Committees shall consist of an equal number of Employer Trustees and Member Trustees, shall include the Chair and Vice-Chair as ex officio members, and may include observers and such resource persons as the Committee members may deem advisable; provided that only Trustees shall be entitled to vote or make recommendations. Such Committees shall conduct themselves in accordance with the rules and procedures made by the Board pursuant to Section 4.8.

ARTICLE 10 – FIDUCIARY RESPONSIBILITIES

10.1. Duty of Care

Each Trustee, Committee member, Investment Manager, employee of the Board or agent of the Board shall:

(a) exercise the care, diligence and skill in the administration of the Disability Plan and the administration and investment of the Disability Fund that a person of ordinary prudence would exercise in dealing with property of another person;

(b) use in the administration of the Disability Plan and in the administration andinvestment of the Disability Fund all relevant knowledge and skill that he or she possesses or, by reason of each individual's profession, business or calling, ought to possess; and

(c) select all investments with consideration given to the overall context of the portfolio of the Disability Fund, without undue risk of loss or impairment and with a reasonable expectation of fair return given the nature of the investments.

10.2. No Conflict of Interest

No Trustee and no member of a Committee shall knowingly permit his or her other interests to conflict with his or her powers, duties and responsibilities in respect of the Disability Plan or the Disability Fund. The Board may adopt a conflict of interest policy whereby conflicts must be disclosed and addressed in accordance with the procedures specified in such policy.

10.3. Restrictions on use of Agents

If the Board employs or appoints an agent to carry out any act required to be done in the administration of the Program and in the administration and investment of the Disability Fund, the Board shall personally select the agent and be satisfied of the agent's suitability to perform the act for which the agent is employed or appointed, and the Board shall carry out such supervision of its agents as is prudent and reasonable. Any agent so

appointed or employed is subject to the restrictions in Sections 10.1 and 10.2, and is not entitled to any payment from the Disability Fund other than the usual and reasonable fees and expenses for the services provided by the agent in respect of the Disability Plan.

10.4. Restrictions on Benefits Payable to Trustees

No Trustee is entitled to any benefit from the Disability Plan other than in the Trustee's capacity as a Member, and any remuneration and reimbursement of expenses related to the administration of the Program or the investment of the Disability Fund permitted by the common law or provided for in this Agreement or the Program Text.

ARTICLE 11 – LIMITATION OF LIABILITY

11.1. Indemnity

The Disability Fund shall indemnify and save harmless each Trustee and Committee member, and his or her heirs, executors and administrators, against:

(a) all claims, liabilities, charges and expenses (including legal expenses on a solicitor and his or her own client basis) whatsoever that the Trustee or Committee member sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against him or her for or in respect of all acts, deeds, matters or things whatsoever lawfully made, done or permitted by the Board, a Committee or by any of their number in the exercise of the powers and duties vested in them by this Agreement, the Program Text or under the law; and

(b) all other claims, liabilities, costs, charges and expenses that the Trustee or Committee member may sustain or incur in or in relation to the exercise of his or her powers and duties, except such claims, liabilities, costs, charges or expenses that are occasioned by the Trustee's or Committee member's dishonesty, gross negligence, wilful misconduct or bad faith.

11.2. Liability for Losses in Disability Fund

The Trustees and Committee members, individually or collectively, shall not be liable for the making, retention or sale of any investment or reinvestment made by them in accordance with this Agreement or in accordance with any other legal duties nor for any loss to or diminution of the Disability Fund, except a loss or diminution that resulted from the dishonesty, gross negligence, wilful misconduct or bad faith of the Trustees or Committee members and no individual Trustee or Committee member shall incur any liability for such loss or diminution unless he or she is a party to such dishonesty, gross negligence, wilful misconduct or bad faith.

11.3. Liability for Other Matters

The Trustees and Committee members, and any of their respective heirs, executors and administrators, shall not be responsible or liable for:

(a) any matter, cause or thing arising due to the invalidity of all or any part of the Program Text or this Agreement;

(b) any delay occasioned by any restriction or provision in this Agreement, the rules and regulations of the Board issued hereunder, any contract procured in the course of the administration of the Disability Plan or the Disability Fund, or by any other proper procedure in such administration; or

(c) any Disability Contributions or Transfer Contributions required to be paid to the Disability Fund.

11.4. Reliance on Documents, etc.

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

11.5. Reliance on Advisors

So long as the Trustees and Committee members exercise reasonable care in the selection and instruction of a professional advisor, then subject to Section 10.3, the Trustees and Committee members shall incur no liability, either collectively or individually, in acting and relying upon the opinions or advice of the professional advisor.

11.6. Further Assurances

The Trustees and Committee members shall do such things and execute and deliver such documents in order that any and all funds required to be paid out of the Disability Fund by way of indemnity as herein set forth shall be paid as required from time to time.

11.7. Recourse Solely Against Disability Fund

A Member or person claiming through a Member shall have recourse solely to the Disability Fund for any Disability Benefit or other payment under the Disability Plan.

11.8. *Intentionally Omitted*

11.9. Acting as a Director or Trustee of Other Body

(a) The Board shall pay from the Disability Fund an amount it considers appropriate in the circumstances to indemnify, fully or partly, a Trustee or Committee member against costs, loss or damages incurred or awarded against him or her as a result of any act or omission done, or omitted to be done, in good faith as trustee of another trust, or as director of a body corporate, to which the Trustee or Committee member was appointed by the Board as trustee or director for the purpose of representing the Board in the operation of that other trust or body corporate.

(b) Despite subsection (a), where a loss suffered by the Trustee or Committee member in serving as trustee of another trust, or as director of a body corporate, as described in subsection (a) results from liability to pay the deductible amount under an insurance policy that insured the other trust or body corporate, or its trustees and directors, against the loss except for the deductible amount, then the Board shall pay from the Disability Fund the amount necessary to indemnify the Trustee or Committee member for liability to pay that part of the deductible amount that the Board considers was a reasonable deductible amount.

11.10. Liability for Disability Plan and Disability Fund

No Union, Member or Participating Employer shall be liable or responsible for any debts, liabilities, obligations, or deficiencies of the Disability Plan or the Disability Fund. Without limitation, the sole financial obligation of the Participating Employers (other than the City) in respect of the Disability Plan is to make Disability Contributions in the amounts and at the times specified in the Program Text, and the sole financial obligations of the City in respect of the Disability Plan are to make Disability Contributions and Transfer Contributions in the amounts and at the times specified in the Program Text and this Agreement.

11.11. Liability of Appointing Groups

No Appointing Group shall be liable for any of the acts or obligations of any Trustee or Committee member solely because such Trustee or Committee member is or was an officer, employee or appointee of any such entity, or such entity had any role in the appointment of such Trustee or Committee member.

11.12. Extended Meaning of Trustee, etc.

Any reference in this Agreement to the indemnification or other protection of a Trustee or Committee member shall, unless the context clearly indicates otherwise, be deemed to also refer to former Trustees and Committee members, and to individuals who acted in a comparable capacity under the By-law prior to the Effective Transfer Date.

11.13. Indemnification of Administrative Agent, Employees and Agents

Without limiting the powers otherwise given to the Board by this Agreement, the Board may agree to indemnify out of the Disability Fund the Administrative Agent and any other agent or employee it retains or hires on terms no more favourable than those upon which the Board is itself indemnified pursuant to this Article 11.

ARTICLE 12 - VERIFICATION AND COLLECTION OF CONTRIBUTIONS

12.1. Form of Payment to the Disability Fund

All Disability Contributions and other payments to the Disability Fund shall be made payable to "The Winnipeg Civic Employees' Disability Fund" or as the Board may direct from time to time.

12.2. Audit Rights

The Board may provide for an audit, examination or inspection of the relevant records of a Participating Employer which are necessary to determine if the Participating Employer has been complying with the terms of this Agreement or the Program Text or any other agreement binding on the Participating Employer, including, without limitation, complying with its obligations to make Disability Contributions to the Disability Fund. Each Participating Employer agrees that it shall furnish to the Board, in a timely manner, such information, records or reports as are required to properly conduct such audit, examination or inspection.

12.3. Audit Results Confidential

The Board shall not reveal any information, reports or records obtained in an audit, examination or inspection pursuant to Section 12.2, except as is necessary to provide evidence that a Participating Employer has failed to carry out its obligation under this Agreement, the Program Text or any other agreement binding on the Participating Employer.

12.4. Effect of Non-Payment

Non-payment by anyone required to make Disability Contributions or Transfer Contributions to the Disability Fund shall not relieve any other person of his, her or its obligations to make such payments. The Board may take any action necessary to enforce payment of such payments to the Disability Fund and damages due hereunder including, but not limited to, proceedings at law and in equity. Any person who fails to pay Disability Contributions or Transfer Contributions to the Disability Fund which are due and have not been paid shall reimburse the Board on a full indemnity basis for, and indemnify the Board against all legal, audit and other costs actually incurred by the Board (including, without limitation, legal fees on a solicitor and his or her own client basis) in collecting the unpaid amounts.

12.5. *Intentionally Omitted*

12.6. *Intentionally Omitted*

12.7. Grace Period

The Board may establish a reasonable and lawful grace period by which Disability Contributions or Transfer Contributions to the Disability Fund must be received without prejudicing the Board. If Disability Contributions, Transfer Contributions, or any other amounts owing to the Board pursuant to this Agreement, the Program Text or a Participation Agreement, are not received on their due date (as extended by any grace period granted by the Board), the unpaid amounts shall bear interest at an effective annual rate specified by the Board from such due date to the date of payment. Interest shall be calculated and compounded as of the last day of each month and shall be payable to the Disability Fund by the delinquent contributor on demand. The Board may, in its discretion, waive, in whole or in part, the requirement to pay interest.

ARTICLE 13 – AMENDMENT OF TRUST AGREEMENT

13.1. General

This Agreement may be amended in accordance with this Article 13.

13.2. Procedure

Any amendment to this Agreement proposed at a meeting of the Board shall be tabled at the meeting at which it is initially proposed. Such amendment shall be considered at the next meeting of the Board unless otherwise agreed by the Trustees at the meeting at which the amendment is initially proposed.

13.3. Actuarial Report

If an amendment to this Agreement would materially affect the Disability Benefits payable under the Disability Plan, such amendment shall not be considered by the Board until the Board has first received a report thereon from the Actuary.

13.4. Approval of Amendment by City and Signatory Unions

Upon the approval by the Board of an amendment it must then be submitted in writing to the City and the Signatory Unions, together with the text of the resolution of the Board approving the amendment, any report from the Actuary prepared in respect of the amendment pursuant to Section 13.3 and such other materials as are deemed necessary by the Board, the City or a Signatory Union. If, within 180 days after receipt by each of the Signatory Unions and the City of the information requesting approval of the amendment, a Double Majority of the Signatory Unions and the City advise the Board in writing that they agree with such amendment, the amendment will from the date such approvals are obtained become effective in accordance with its terms. If the City and a Double Majority of the Signatory Unions fail to so advise the Board in writing within the 180-day period, the amendment shall not become effective.

13.5. Amendment by Signatory Unions and City

This Agreement may be amended from time to time in any respect by written agreement of the City and a Double Majority of the Signatory Unions. The City and the Signatory Unions adopting any such amendment shall promptly notify the Board of the amendment. The power of amendment reserved under this Section 13.5 is to be construed as being subject to no restrictions other than those imposed by law, provided, however, that no amendment to Article 11 shall be made without the approval of the Board. Without limitation, the power of amendment reserved under this Section 13.5 includes the power to revoke, in whole or in part, the trusts created under this Agreement. In addition, the power of amendment reserved under this Section 13.5 and Section 13.5 of the Pension Trust Agreement includes the power to concurrently amend each of this Agreement and the Pension Trust Agreement so as to permit any of the Pension Plan, the Disability Plan or the Early Retirement Arrangement to be terminated in accordance with Article 15 without terminating one or both of the other arrangements.

13.6. Unilateral Amendment by Board

Despite Sections 13.2 to 13.4, on at least 30 days' prior written notice to the City and the Signatory Unions, the Board may amend this Agreement without the approval of the City and the Signatory Unions in such manner as is necessary to maintain the Disability Plan's status as a "health and welfare trust" or to comply with applicable legislation, provided that such amendment is not inconsistent with the Letter of Understanding. Any amendment which could otherwise be adopted by the Board pursuant to this Section 13.6 but is inconsistent with the Letter of Understanding must be adopted pursuant to Sections 13.2 through 13.4 or Section 13.5.

13.7. Restriction on Amendment: Power to Appoint Trustees

Despite any other provision of this Agreement, no amendment to this Agreement may deprive a Signatory Union of its power to appoint one or more Trustees without the consent of such Signatory Union.

13.8. Retroactive Amendment

Any amendment to this Agreement may take effect retroactively, provided that no amendment shall be made which retroactively increases the duty of care required of a present or former Trustee or Committee member or retroactively diminishes their right to indemnity under this Agreement.

13.9. Merger, Consolidation and Division

The Board may merge, consolidate or divide all or part of the Disability Plan (and any trust arising thereunder) or the Disability Fund with or into any one or more other plans, and any respective trusts arising thereunder, or funds, or other arrangements, despite that the Disability Plan or such one or more other plans or other arrangements may at the time of such merger, consolidation or division have an actuarial surplus or an unfunded liability. Such merger, consolidation or division shall be on such terms and conditions as the Board may determine appropriate, and may be adopted on a retroactive basis. Any merger, consolidation or division of the Disability Plan pursuant to this Section 13.9 shall be considered an amendment to this Agreement which must be approved by the City and the Signatory Unions in accordance with Sections 13.2 through 13.4 or Section 13.5.

13.10. Restriction on Amendment

Except as otherwise provided in this Agreement or the Pension Trust Agreement, no amendment, merger, consolidation or division pursuant to this Agreement or the Program Text shall adversely affect the Disability Benefits then payable to any Member in respect of remuneration and service or membership in the Disability Plan prior to the effective date of the amendment, merger, consolidation or division. In the event of the amendment, merger, consolidation or division of the Disability Fund (and any trust arising under the Disability Plan), no part of the assets of the Disability Fund shall be paid to a Participating Employer unless:

(a) the City and a Double Majority of the Signatory Unions agree that such a payment be made; and

(b) such a payment will not violate the requirements then in force relating to "health and welfare trusts".

13.11. Restriction on Amendment: No Derogation from Basic Principles of Letter of Understanding

Despite any other provision of this Agreement, no amendment to this Agreement or Part B of the Program Text which:

(a) is inconsistent with the basic principles of the Letter of Understanding, and

(b) reduces the rights of, or the Disability Benefits payable to, an individual who, as of the Effective Transfer Date, comprised part of the "class of members" referred to in paragraph (c) of the definition of that term in s. 94(1) of *The City of Winnipeg Charter* to a level less than the Program's 1999 Terms,

may be adopted unless:

(c) the amendment involves a reduction of Disability Benefits contemplated by the Letter of Understanding, including, for greater certainty, a reduction in Disability Benefits in accordance with Section 8.2 or 15.5 of the Pension Trust Agreement or

(d) the amendment is approved by:

(i) the City and a Double Majority of the Signatory Unions in accordance with this Article 13, and

(ii) an order of the Manitoba Court of Queen's Bench pursuant to s. 94 of *The City of Winnipeg Charter*.

ARTICLE 14 – PROGRAM TEXT

14.1. Program Text

The Program Text is attached to this Agreement as Schedule "C".

14.2. Amendments to Disability Plan

The Board may amend Part B of the Program Text in accordance with the procedures for amendment set out in the Program Text, subject to the following restrictions:

(a) No amendment to Part B of the Program Text affecting Disability Benefits can be adopted unless:

(i) the Board first receives a report thereon from the Actuary; and

(ii) the restrictions in paragraphs 14.2(a)(ii) and (iii) of the Pension Trust Agreement are satisfied.

(b) *Intentionally Omitted*

(c) Without the prior written agreement of the City and a Double Majority of the Signatory Unions, and subject to section 13.11, no amendment to Part B of the Program Text shall be inconsistent with the Letter of Understanding.

(d) No amendment to Part B of the Program Text shall be inconsistent with this Agreement, including the restrictions on amendment specified in Article 13.

14.3. Amendments to Comply with Law

Subject to Section 14.2, the Board must amend Part B of the Program Text to the extent necessary to maintain the Disability Plan's status as a "health and welfare trust", or as is otherwise necessary to comply with applicable legislation.

14.4. Retroactive Amendment

Any amendment to Part B of the Program Text may take effect retroactively or otherwise as the Board may direct.

14.5. Reductions in Disability Benefits Pursuant to Pension Trust Agreement

Despite any provision of this Agreement, Part B of the Program Text may be amended so as to reduce Disability Benefits in accordance with Section 8.2 of the Pension Trust Agreement.

ARTICLE 15 – TERMINATION OF DISABILITY PLAN

15.1. Approvals Needed to Terminate Disability Plan

The Program and the trusts created under this Agreement and the Pension Trust Agreement may be terminated in whole pursuant to Section 15.1 of the Pension Trust Agreement. If the Program and such trusts are so terminated, then subject to compliance with applicable laws, the Board shall wind up and terminate the Disability Plan and the trusts created under this Agreement within six months from the date the approvals described in Section 15.1 of the Pension Trust Agreement are obtained or as soon thereafter as is reasonably practicable. As part of the termination of the Disability Plan and the trusts created under this Agreement, the Board shall:

(a) provide for a final audit and accounting of the Disability Fund;

(b) provide for a final actuarial valuation of the Disability Plan as of the date of its termination;

(c) provide for payment out of the Disability Fund of all expenses, claims and obligations related to the Disability Plan, including the expenses incidental to the termination of the Disability Plan and this Agreement; and

(d) *Intentionally Omitted;*

(e) follow the provisions of the Program Text relating to termination, subject always to applicable federal and provincial legislation.

15.2. *Intentionally Omitted*

15.3. *Intentionally Omitted*

15.4. Actuarial Surplus on Program Termination

If the final actuarial valuation of the Program determines that the final actuarial liabilities of the Program are less than the Final Assets balance (as that term is used in the Pension Trust Agreement), then:

(a) if the final actuarial valuation of the Program indicates that the actuarial liabilities of the Disability Plan exceed the Market Value of the Disability Fund's assets, an amount equal to that excess shall be paid to the City from the Pension Fund, and the City shall thereupon immediately contribute such amount to the Disability Fund; or

(b) if the final actuarial valuation of the Program indicates that the actuarial liabilities of the Disability Plan are less than the Market Value of the Disability Fund's assets, an amount equal to that excess shall be paid to the City from the Disability Fund, and the City shall thereupon immediately contribute such amount to the Pension Fund, subject to the following:

(i) all applicable regulatory approvals of the payment to the City being first obtained; and

(ii) the payment to the City not violating the requirements then in force relating to "health and welfare trusts".

15.5. Shortfall on Program Termination

If the final actuarial valuation of the Program determines that the final actuarial liabilities of the Program exceed the Final Assets balance (as that term is used in the Pension Trust Agreement), then:

(a) the Disability Plan may be amended pursuant to Section 15.5 of the Pension Trust Agreement so as to cause Disability Benefits to be reduced in accordance with Section 15.5 of the Pension Trust Agreement; and

(b) when the implementation of the measures described in subsections 15.5(a) through (e) of the Pension Trust Agreement causes the Final Assets balance (as that term is used in the Pension Trust Agreement) to equal the final actuarial liabilities of the Program:

(i) an amount equal to the excess, if any, of the final actuarial liabilities of the Disability Plan, as they may have been decreased pursuant to Section 15.5 of the Pension Trust Agreement, over the Market Value of the Disability Fund's assets shall, subject to all applicable regulatory approvals being first obtained, be paid to the City from the Pension Fund, and the City shall immediately contribute such amount to the Disability Fund; or

(ii) an amount equal to the excess, if any, of the Market Value of the Disability Fund's assets over the final actuarial liabilities of the Disability Plan, as they may have been decreased pursuant to Section 15.5 of the Pension Trust Agreement, shall be paid to the City from the Disability Fund, and the City shall immediately contribute such amount to the Pension Fund, subject to the following conditions:

a. all applicable regulatory approvals of such payment to the City being first obtained; and

b. such payment to the City not violating the requirements then in force relating to "health and welfare trusts".

15.6. Other Disposition of Surplus

If any payments to the City pursuant to subsections 15.4(b) or 15.5(b) would violate the requirements then in force relating to "health and welfare trusts", the amounts that would otherwise be paid to the City shall be used by the Board as the City and a Double Majority of the Signatory Unions so agree, subject to the requirements of applicable law, including the *Income Tax Act* (Canada) and Canada Revenue Agency Interpretation Bulletin IT-85R2.

15.7. Board's Powers Continue

Upon the termination of the Disability Plan and the trusts created under this Agreement as aforesaid, the Trustees shall continue as Trustees for the purpose of winding up the affairs of the Disability Plan and the trusts created under this Agreement.

15.8. No Further Disability Contributions

In no event are Disability Contributions required to be made after the Disability Plan is terminated except for amounts due, or that have accrued up to the effective date of the termination and have not been paid into the Disability Fund, as required by this Agreement or the Program Text.

15.9. Disposition of Disability Fund on Completion of Final Actuarial Valuation

After completing the final actuarial valuation of the Disability Plan in accordance with subsection 15.1(b), the implementation (if necessary) of the measures described in Sections 15.4, 15.5 and 15.6 of the Pension Trust Agreement and Sections 15.4 and 15.5 of this Agreement, the completion of the final audit contemplated by subsection 15.1(a), and the securing of all necessary regulatory approvals, the Board shall use the assets of the Disability Fund to discharge the liabilities of the Disability Plan in accordance with the final actuarial valuation, the terms of the Program Text and all regulatory approvals so obtained.

15.10. Completion of Termination

Once all approvals of all regulatory bodies have been obtained, all assets of the Disability Fund have been properly disbursed and all the obligations of the Disability Plan and the trusts created under this Agreement have otherwise been satisfied, the Disability Plan, this Agreement, and the Disability Fund shall be considered terminated.

ARTICLE 16 – WITHDRAWAL OF A UNION OR A PARTICIPATING EMPLOYER FROM THE DISABILITY PLAN

16.1. Pension Trust Agreement Provisions Govern

In the circumstances described in Section 16.1 of the Pension Trust Agreement, a Participating Employer or a Union may withdraw Members from the Program. In that event, the relevant provisions of Article 16 of the Pension Trust Agreement shall govern the treatment of the affected Members' Disability Benefits and any transfer of assets from the Disability Fund.

ARTICLE 17 – TERMINATION OF PARTICIPATION IN THE DISABILITY PLAN BY A GROUP AS A RESULT OF CEASING TO BE EMPLOYED BY A PARTICIPATING EMPLOYER

17.1. Pension Trust Agreement Provisions Govern

In the circumstances described in Section 17.1 of the Pension Trust Agreement, Members may be withdrawn from the Program. In that event, the relevant provisions of Article 17 shall govern the treatment of the affected Members' Disability Benefits and any transfer of assets from the Disability Fund.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

18.1. Notices

All notices, requests, demands or other communications provided for herein to be given shall be in writing and shall be effectively given, if delivered, by prepaid post or by facsimile at the last known address or facsimile number of the recipient of the communication.

Such notices, requests, demands and other communications shall be deemed to have been received when delivered, or if mailed, on the fifth business day after the mailing thereof, or, if sent by facsimile, on the day that the sending facsimile machine confirms that the facsimile transmission has been sent; provided that in the event of a strike or other interruption in the normal delivery of the mail after the mailing of any notice, request, demand or other communication hereunder, but before the deemed receipt thereof as provided herein, such notice, request, demand or other communication shall not be deemed to have been received by the party for whom the same is intended, unless the same is actually delivered or sent via facsimile to such party as contemplated herein.

18.2. No Duty to Inquire

All persons dealing with the Board or a Committee do not have to inquire into any decision or authority of the Board or Committee or into the ability of the Board to receive any monies, securities or other property paid or delivered to the Board and may rely upon any document required to be executed by the Board or Committee which has been executed as provided herein, as having been duly authorized.

18.3. Severance of Illegal Provisions

If any provision of this Agreement, the Program Text, the rules and regulations made pursuant thereto, or any steps in the administration of the Disability Plan or Disability Fund are held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of this Agreement, the Program Text or the said rules and regulations, unless such illegality or invalidity materially prevents the accomplishment of the respective objectives and purposes of the Program Text, a Participation Agreement or this Agreement as determined by the Board.

18.4. Binding Effect

The Program Text and amendments thereto and all of the Board's and Committees' decisions, rules, regulations, policies and procedures made or established in accordance with this Agreement or the Program Text, shall be binding upon the Trustees, the Unions, the Participating Employers, the Members and their respective beneficiaries, dependents, estates, heirs, executors, administrators, successors and assigns.

18.5. Further Assurances

Each Trustee 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 party, for more effectively implementing and carrying out the intent of this Agreement.

18.6. Governing Law

The Province of Manitoba shall be deemed to be the situs of the Disability Fund and all questions pertaining to the validity, construction and administration of this Agreement and of the Program Text shall be determined in accordance with the laws of the Province of Manitoba. Any litigation which arises pursuant to or in connection with this Agreement, the Program Text or any of their respective provisions, shall be referred to the courts in the Province of Manitoba.

18.7. Counterpart Execution

This Agreement may be signed in counterparts.

18.8. Binding Effect

Subject to Section 1.7, this Agreement is binding upon the Trustees, the Participating Employers, the Unions, the Members and their respective heirs, beneficiaries, dependants, executors, administrators, successors and assigns.

18.9. Recitals and Schedules

The Trustees hereby confirm and ratify the matters contained and referred to in the Recitals to this Agreement and agree that the Recitals and the various Schedules hereto are expressly incorporated into and form part of this Agreement.

18.10. Survival of Provisions

The provisions of this Agreement which, by their context are meant to survive the termination of this Agreement, shall so survive the termination of this Agreement.

18.11. Time of Essence

Time shall be of the essence of this Agreement and of every part hereof. All time limits shall be strictly observed.

18.12. Date of Agreement

As provided in Section 3.6, this Agreement shall become legally effective as of September 1, 2011 once the City and a Double Majority of the Signatory Unions have signed this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the dates noted below.

THE CITY OF WINNIPEG

_____
Witness

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer

Date: _____

AMALGAMATED TRANSIT UNION, LOCAL 1505

_____
Witness

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer

Date: _____

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

_____
Witness

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer

Date: _____

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987

Witness

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer

Date: _____

MANITOBA GOVERNMENT EMPLOYEES' UNION, LOCAL 911

Witness

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer

Date: _____

MANITOBA NURSES' UNION, LOCAL 1A

Witness

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer

Date: _____

UNITED FIREFIGHTERS OF WINNIPEG, LOCAL 867 OF INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

Witness

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer

Date: _____

_____
Witness

) **WINNIPEG FIRE PARAMEDIC SENIOR OFFICERS' ASSOCIATION**

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer

Date: _____

_____
Witness

) **WINNIPEG ASSOCIATION OF PUBLIC SERVICE OFFICERS**

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer

Date: _____

_____
Witness

) **WINNIPEG POLICE ASSOCIATION (STAFF SECTOR COMPONENT)**

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer

Date: _____

_____
Witness

) **WINNIPEG POLICE SENIOR OFFICERS' ASSOCIATION (STAFF SECTOR COMPONENT)**

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer

Date: _____

Signatures of Trustees

Witness	Signature of Trustee
	Name of Trustee (please print)
	Canadian Union of Public Employees, Local 500
	Appointing Group
	December 31, ●
	Expiration of Term
	Date of signature

Witness	Signature of Trustee
	Name of Trustee (please print)
	Canadian Union of Public Employees, Local 500
	Appointing Group
	December 31, ●
	Expiration of Term
	Date of signature

Witness	Signature of Trustee
	Name of Trustee (please print)
	Winnipeg Association of Public Service Officers
	Appointing Group
	December 31, ●
	Expiration of Term
	Date of signature

Witness	Signature of Trustee
	Name of Trustee (please print)
	United Firefighters of Winnipeg, Local 867 of International Association of Firefighters
	Appointing Group
	December 31, ●
	Expiration of Term
	Date of signature

Witness	Signature of Trustee
	Name of Trustee (please print)
	Amalgamated Transit Union, Local 1505
	Appointing Group
	December 31, ●
	Expiration of Term
	Date of signature

Witness	Signature of Trustee
	Name of Trustee (please print)
	Signatory Unions (subsection 3.3(e) of Pension Trust Agreement)
	Appointing Group
	December 31, ●
	Expiration of Term
	Date of signature

Witness

Signature of Trustee

Name of Trustee (please print)

The City of Winnipeg
Appointing Group

December 31, ●
Expiration of Term

Date of signature

Witness

Signature of Trustee

Name of Trustee (please print)

The City of Winnipeg
Appointing Group

December 31, ●
Expiration of Term

Date of signature

Witness

Signature of Trustee

Name of Trustee (please print)

The City of Winnipeg
Appointing Group

December 31, ●
Expiration of Term

Date of signature

Witness	)	Signature of Trustee
	)	Name of Trustee (please print)
	)	**The City of Winnipeg** Appointing Group
	)	December 31, ● Expiration of Term
	)	Date of signature

Witness	)	Signature of Trustee
	)	Name of Trustee (please print)
	)	**The City of Winnipeg** Appointing Group
	)	December 31, ● Expiration of Term
	)	Date of signature

Witness	)	Signature of Trustee
	)	Name of Trustee (please print)
	)	**The City of Winnipeg** Appointing Group
	)	December 31, ● Expiration of Term
	)	Date of signature

SCHEDULE "A"

[Letter of Understanding]

SCHEDULE "B"

THE WINNIPEG CIVIC EMPLOYEES' BENEFITS PROGRAM

Participation Agreement

TO: **The Board of Trustees of The Winnipeg Civic Employees' Benefits Program (Pension Fund)**

AND TO: **The Board of Trustees of The Winnipeg Civic Employees' Benefits Program (Disability Fund)**

(collectively the "Boards")

FROM: _____ (the "**Applicant**")
Name of Employer

_____
Address

_____
Contact Name and Phone Number

The Applicant acknowledges receipt of a copy of:

- The Winnipeg Civic Employees' Benefits Program Amended and Restated Pension Trust Agreement (the "**Pension Trust Agreement**") which continues The Winnipeg Civic Employees' Pension Fund (the "**Pension Fund**") and the Early Retirement Benefits Account;

- The Winnipeg Civic Employees' Benefits Program Amended and Restated Disability Plan Trust Agreement (the "**Disability Plan Trust Agreement**") which continues The Winnipeg Civic Employees' Disability Fund (the "**Disability Fund**"); and

- the Text of The Winnipeg Civic Employees' Benefits Program (the "**Program Text**").

Capitalised terms used in this Participation Agreement and not defined herein have the meanings ascribed to them in the Pension Trust Agreement and the Disability Plan Trust Agreement (the collectively, the "**Trust Agreements**").

In consideration of the Applicant's application to be a "Participating Employer" in The Winnipeg Civic Employees' Benefits Program being accepted by the Boards, the Applicant hereby agrees with the Boards as follows:

1. The Applicant is bound by all of the rights, duties, responsibilities and obligations conferred or imposed upon a Participating Employer by the Trust Agreements, the Program Text, and the respective amendments thereto, including, without limitation, the obligation to make contributions to the Pension Fund, the Early Retirement Benefits

Account and the Disability Fund on behalf of itself and its employees in accordance with the Program Text.

2. All contributions and any other amounts owing by the Applicant pursuant to the Trust Agreement, the Program Text or this Participation Agreement not paid when due shall bear interest at an effective annual rate specified by the Boards from such due date to the date of payment. Interest shall be calculated and compounded as of the last day of each month and shall be payable by the Applicant on demand.

3. The Applicant will reimburse the Boards on a full indemnity basis for, and indemnify the Boards against, all legal, audit and other costs actually incurred by the Boards (including, without limitation, legal fees on a solicitor and his or her own client basis) in collecting unpaid contributions and other amounts owing by the Applicant, and the amounts the Applicant owes the Boards in this regard shall bear interest as described in the preceding paragraph from the date the Boards incur such expenses or fees until the date the Applicant reimburses the Boards.

DATED this _____ day of _____, 20____.

_____
Full name of Applicant

By: _____
Authorized Signatory

Do not write below this line – for Trustees' use only

APPROVED AND ACCEPTED by the Boards for participation as a Participating Employer in The Winnipeg Civic Employees' Benefits Program as of the date noted below.

THE BOARD OF TRUSTEES OF THE WINNIPEG CIVIC EMPLOYEES' BENEFITS PROGRAM (PENSION FUND)

Per:

_____
Authorized Signatory

THE BOARD OF TRUSTEES OF THE WINNIPEG CIVIC EMPLOYEES' BENEFITS PROGRAM (DISABILITY FUND)

Per:

_____
Authorized Signatory

Effective Date of Participation:_____

SCHEDULE "C"

[Program Text]

[PART A – Pension Plan]

[PART B – Disability Plan]

[PART C – Early Retirement Arrangement]

SCHEDULE "D"

THE WINNIPEG CIVIC EMPLOYEES' LONG TERM DISABILITY PLAN
Appointment and Acceptance of Trust

TO: THE BOARD OF TRUSTEES OF THE WINNIPEG CIVIC EMPLOYEES' BENEFITS PROGRAM (DISABILITY FUND)

The undersigned acknowledges receipt of a copy of the Winnipeg Civic Employees' Benefits Program Amended and Restated Disability Plan Trust Agreement (the "**Disability Trust Agreement**") pursuant to which The Winnipeg Civic Employees' Long Term Disability Plan and The Winnipeg Civic Employees' Disability Fund are continued.

The undersigned is hereby appointed to act as a Trustee of the Disability Fund by the Appointing Group described below.

The undersigned has been appointed for a term ending on December 31, _____.

The undersigned consents to act as a Trustee of the Disability Fund pursuant to the terms of the Disability Trust Agreement. The undersigned hereby accepts the trusts created and established by the Disability Trust Agreement and agrees to administer the Disability Fund in accordance with the provisions of that Agreement.

DATED at _____, Manitoba, this _____ day of _____, 20____.

_____ _____
[Name of Appointing Group] Trustee

Per: _____ _____