

## SCHEDULE "A"

### AMENDMENT No. 34 TO THE RULES AND REGULATIONS OF THE MULTI-SECTOR PENSION PLAN

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**WHEREAS** the Trustees of the Multi-Sector Pension Plan (the "Trustees") have adopted the Rules and Regulations of the Multi-Sector Pension Plan (the "Rules and Regulations");

**AND WHEREAS** the Trustees wish to amend the Rules and Regulations to require that the rate of Employee Contributions and the rate of Employer Contributions for Employees covered by a Collective Agreement each be uniform with respect to all Employees who are covered by that Collective Agreement;

**AND WHEREAS** pursuant to Section 7.01 of the Rules and Regulations, the Trustees have the power to amend or modify the Rules and Regulations;

**NOW THEREFORE** the Rules and Regulations are hereby amended as follows:

1. Section 1.16 of the Rules and Regulations is deleted and replaced with the following effective January 1, 2021:

**Section 1.16 Employee Contributions**

"Employee Contributions" means payments to the Trust Fund by an Employee in accordance with:

- (a) the terms of a Collective Agreement and the Pension Plan; or
- (b) any reciprocal agreement.

In no event may Employee Contributions be made before the Calendar Year to which the Contributions relate.

2. Section 1.17 of the Rules and Regulations is deleted and replaced with the following effective January 1, 2021:

**Section 1.17 Employer Contributions**

"Employer Contributions" means payments to the Trust Fund by a Contributing Employer in accordance with:

- (a) the terms of a Collective Agreement and the Pension Plan; or
- (b) any reciprocal agreement.

3. Section 2.01 of the Rules and Regulations is deleted and replaced with the following effective January 1, 2021:

**Section 2.01 Acceptance of an Employer as a Contributing Employer**

- (a) An employer may be accepted by the Trustees as a Contributing Employer if:
- (i) the employer meets the requirements for a "Contributing Employer" set out in subsection 1.08(a)(i)(A);
  - (ii) the employer furnishes the necessary Employee data;
  - (iii) such acceptance will not adversely affect the benefit rights of existing Participants, Former Participants and Pensioners, as determined by the Trustees;
  - (iv) participation in the Plan is compulsory for all Employees covered by the Collective Agreement, unless the Trustees agree to permit exclusions of some category of Employees;
  - (v) the rate of Employer Contributions for all Employees covered by the Collective Agreement is uniform for all Employees covered by that Collective Agreement, unless the Trustees agree to permit an exception for some category of Employees; and
  - (vi) the rate of Employee Contributions for all Employees covered by the Collective Agreement is uniform for all Employees covered by that Collective Agreement, unless the Trustees agree to permit an exception for some category of Employees.
- (b) A written notice of acceptance by the Trustees constitutes acceptance of an employer as a Contributing Employer.

4. Section 2.02 of the Rules and Regulations is deleted and replaced with the following effective January 1, 2021:

**2.02 Standard Language/Participation Agreement/Enforcement Agreement/No Reductions in Contribution Rates/Uniform Contribution Rates**

- (a) Any employer accepted as a Contributing Employer pursuant to Section 2.01 may as a condition of participation in the Plan be required to include standard language, as established by the Trustees, in the Collective Agreement to which the employer is bound and to sign a Participation Agreement.
- (b) A Union or Local Union may as a condition of having Employees it represents become or continue as Participants be required to enter into an Enforcement Agreement with the Trustees.

- (c) Unless the Trustees determine otherwise, a Contribution Rate may not be reduced once contributions at that rate have been received by the Plan.
- (d) Unless the Trustees agree to permit an exception for some category of Employees, at all times,
  - (i) the rate of Employer Contributions for all Employees covered by a Collective Agreement must be uniform for all Employees covered by that Collective Agreement; and
  - (ii) the rate of Employee Contributions for all Employees covered by a Collective Agreement must be uniform for all Employees covered by that Collective Agreement.

5. Section 7.06 of the Rules and Regulations is deleted and replaced with the following effective January 1, 2021:

**7.06 Termination or Reduction of Obligation to Contribute or Non-Uniform Contribution Rates**

If the Union or Local Union and a Contributing Employer should enter into a Collective Agreement requiring Contributions to the Trust Fund, and then either fail to renew such agreement, or amend or renegotiate the Collective Agreement such that it provides for a smaller amount of Contributions than required by the prior Collective Agreement or provides for a rate of Employer Contributions or a rate of Employee Contributions that is not uniform for all Employees covered by that Collective Agreement, the Trustees have the authority to take such action as is necessary to maintain the financial soundness of the Trust Fund.

If subsequent to the conclusion of a Collective Agreement between a Contributing Employer and the Union or Local Union requiring Contributions to the Trust Fund, the Contributing Employer and the Union or Local Union enter into an agreement which does not require the continuation of Contributions to the Trust Fund or reduces the amount of such Contributions or provides for a rate of Employer Contributions or a rate of Employee Contributions that is not uniform for all Employees covered by that Collective Agreement, the Trustees shall have the right to terminate or reduce any pension benefits to Employees of the Contributing Employers if the total amount contributed by such Contributing Employer and Employee is less than the actuarially determined value of the pension benefits accrued for such Employees of such Contributing Employer. In addition, the Trustees have the right to adjust the credit of any former Employees of such Contributing Employer in order to maintain a financially sound relationship between the Contributions made on account of such former Employees and the Past Service Credits and Future Service Benefits earned by them.

6. Section 8.01 of the Rules and Regulations is deleted and replaced with the following effective January 1, 2021:

**8.01 Cause of Termination**

The participation of a Contributing Employer shall terminate:

- (a) when the Contributing Employer is no longer obligated by a Collective Agreement, other documents or agreement to make Contributions to the Trust Fund on the basis required by the Trustees; or
- (b) when the Contributing Employer fails to pay an amount due the Trust Fund, and termination is deemed appropriate by the Trustees; or
- (c) when the Contributing Employer fails to comply with administrative procedures adopted by the Trustees, and termination is deemed appropriate by the Trustees; or
- (d) unless the Trustees agree to permit an exception in accordance with Section 2.02(d), the Contributing Employer enters into a Collective Agreement that provides for a rate of Employer Contributions or a rate of Employee Contributions that is not uniform for all Employees covered by that Collective Agreement.