

subject to modification based on University proposals on pension

APPENDIX H
SECOND FRAMEWORK AGREEMENT

AGREEMENT ON RETIREMENT BENEFIT ISSUES
COMPRISING AN AMENDMENT OF THE COLLECTIVE AGREEMENT

(Appendix A and Appendix B of **APPENDIX H** not included)

BETWEEN:

THE BOARD OF GOVERNORS ON BEHALF OF TRENT UNIVERSITY (“TRENT”)

- AND -

THE TRENT UNIVERSITY FACULTY ASSOCIATION (“TUFA”)

1. Trent and TUFA (the parties) are parties to a collective agreement, the terms of which incorporate by reference the Contributory Pension Plan for TUFA Employees of Trent University (the “RPP”) and the Supplemental Retirement Arrangement for Members of The Contributory Pension Plan for TUFA Employees of Trent University (the “SRA”);

Representatives of the parties have engaged in discussions with respect to a variety of issues related to the RPP and the SRA as they affect TUFA members and have reached this agreement for inclusion in a renewal collective agreement between the parties with the effective date July 1, 2005, and with the commitment that this agreement shall serve as the basis for amendments and changes in respect of TUFA pension and retirement benefit issues.

Capitalized terms are defined in the RPP or SRA documents or herein. “Pension” and “retirement benefit” are interchangeable terms with the same meaning.

PROCESS AND RELATED MATTERS

2. The parties will conclude such further legal agreements as are necessary to implement this agreement as expeditiously as is practicable, and in any event not later than March 31, 2006, through further pragmatic discussion in the context of and consistent with this agreement, such further legal agreements to consist of the final language of amendments to the RPP, the SRA, and the collective agreement, as necessary, along with such other documents as are necessary. For a list of RPP and SRA provisions anticipated to be in need of amendment, see Appendix A of this agreement, for informational purposes.
3. This agreement is grievable and arbitrable under the collective agreement and can be the subject of a complaint under the *Ontario Labour Relations Act*.
4. In the event that issues remain to be resolved respecting the legal agreements referenced in item 2. above, either party can bring any such issues directly to

arbitrator Kevin Burkett or William Kaplan (whoever is first available) on the giving of one week's written notice to the other party. This provision is a special facilitating fast-track, with the following two conditions: (a) the arbitrator will meet with and endeavour to assist the parties as necessary in resolving any outstanding issues in the context of and consistent with this agreement; however, in the event that the parties are unable to resolve an outstanding issue, the arbitrator shall have the authority to resolve it in a manner consistent with this agreement, and such resolution shall be binding on both parties; (b) the costs of the arbitrator shall be paid jointly and equally by the parties.

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5. Unless the parties agree otherwise, no departure shall occur from the normal manner for satisfying the current service costs of both the RPP and the SRA in each Plan Year as detailed in item 10.(a) below, nor shall any transfer of assets to the RPP from the SRA Fund (as constituted under the Advanced Income Tax Act Ruling) occur, unless and until the legal agreements implementing this agreement are successfully concluded, and then only to the extent and in the manner provided in the legal agreements.

CHANGES OR AMENDMENTS TO THE RPP AND THE SRA

6. An "Aggregate Plan"
 - (a) The parties agree to establish a framework for the continuing operation of the RPP and the SRA within a properly funded defined benefit Aggregate Plan (Aggregate Plan = RPP+SRA) that will deliver to Aggregate Plan members a retirement benefit of 2% of final average earnings for each year of pensionable service. Under the Aggregate Plan, the RPP and the SRA are differentiated only in regulatory and creditor treatment, but otherwise operate in a uniform manner, combined into one Aggregate Plan, both from the perspective of all the obligations associated with a defined benefit plan and from a financial management perspective.
 - (b) The Aggregate Plan shall be funded at the level of the Aggregate Current Service Cost (ACSC) + 1%, where the ACSC is defined as the sum of the total current service cost of the RPP and the SRA, and 1% is the Initial Aggregate Amortization Component (IAAC), defined as the agreed-upon contribution rate required for the amortization of the going concern unfunded liability identified at July 1, 2005--except that the University has a further obligation to amortize any new or additional going concern unfunded liabilities or solvency deficiencies under the terms of this agreement.
7. SRA No Longer Surplus-Dependent and No Longer Probationary
 - (a) Under the provisions of this agreement, effective July 1, 2005, the suspension and termination provisions of the SRA (Section 9 of the SRA)

shall be removed. Moreover, the SRA Fund will be funded from Aggregate Plan contributions, in the same manner as the RPP.

- (b) The parties shall review and revise the remaining portion of Section 9 of the SRA (Discontinuation for Legal Reasons) within the legal agreements to be prepared under item 2. of this agreement. No revision under this item 7.(b) shall disadvantage members in comparison with the current provisions for discontinuation for legal reasons under Section 9 of the SRA.

8. Members' Required Contributions

- (a) Effective with the collective agreement starting July 1, 2005, Members' Required Contributions under the Aggregate Plan for each Plan Year shall be
 - (i) deposited to the RPP in each Plan Year;
 - (ii) set at 6.50% of the Nominal Earnings of members (or the Normal Earnings of part-time members), which contribution rate includes the members' Current Service Cost components for the RPP and for the SRA (a total of 6.1%), and the agreed member amortization component (0.4%) for the amortization of the going concern unfunded liability identified at July 1, 2005 (approximately 3.5 million dollars);

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- (iii) readjusted, with respect to the Current Service Cost component of the Members' Required Contributions, effective the first Plan Year of each collective agreement, to a rate that is equivalent to 40% of the total Aggregate Current Service Cost ("ACSC"). In addition, the 0.4% agreed member amortization component will remain part of the Members' Required Contributions. For clarity, the 0.4% agreed member amortization component will remain part of the Members' Required Contributions even after the identified amortization payments are completed, unless the parties agree otherwise.
- (b) Notwithstanding the provisions under 8.(a).ii above, during the Plan Year starting July 1, 2005, Members' Required Contributions shall be 5.25% during July 1, 2005 to December 31, 2005, and 5.75% during January 1, 2006 to June 30, 2006. For clarity, thereafter, starting July 1, 2006, Members' Required Contributions shall be 6.50% in each Plan Year unless and until the provision of 8.(a)(iii) takes effect.

9. University's Required Contributions

- (a) Effective with the collective agreement starting July 1, 2005, the University's Required Contributions under the Aggregate Plan for each Plan Year shall be (A) + (B) where the components (A) and (B) are defined below in 9.(b) and 9.(c).
- (b) (A) shall be
- (i) set at 9.75% of the Nominal Earnings of members (or the Normal Earnings of part-time members), which contribution rate includes the University's Current Service Cost components for the RPP and for the SRA (a total of 9.15%), and the agreed University amortization component (0.6%) for the amortization of the going concern unfunded liability identified at July 1, 2005 (approximately 3.5 million dollars);
 - (ii) readjusted, with respect to the Current Service Cost component of the University's Required Contributions, effective the first Plan Year of each collective agreement, to a rate that is equivalent to 60% of the total Aggregate Current Service Cost ("ACSC"). In addition, the 0.6% agreed University amortization component will remain part of the University's Required Contributions. For clarity, the 0.6% agreed University amortization component will remain part of the University's Required Contributions even after the identified amortization payments are completed, unless the parties agree otherwise. For a definition of the ACSC, see item 6.(b) above;
 - (iii) set, during the Plan Year starting July 1, 2005, notwithstanding the provisions under 9.(b)(i) above, at 5.25% during July 1, 2005 to December 31, 2005; 12.00% during January 1, 2006 to April 30, 2006; and 9.75% during May 1 to June 30, 2006. For clarity, thereafter, starting July 1, 2006, the University's Required Contributions under (A) in this item shall be 9.75% in each Plan Year unless and until the provision of 9.(b)(ii) takes effect;
 - (iv) not less in any event, notwithstanding any provision above, than the balance of the cost of benefits being earned in the Plan Year under the RPP after allowing for the Current Service Cost component of the Members' Required Contributions (which for this purpose shall include the University's contributions on behalf of Members under Section 4.01(b) of the RPP).

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- (c) (B) shall be the amount necessary for the proper amortization of all solvency deficiencies (if any) under the RPP, and all unfunded liabilities (if any) under the Aggregate Plan on a going concern basis if such unfunded liabilities are not already covered under the aggregate 1%

amortization component (IAAC) provided by the member amortization component under 8.(a) and the University amortization component under 9.(b), subject to 9.(d) below.

For the purposes of determining “the amount necessary” under this provision, the legislation applicable to the RPP is deemed to apply also to the SRA with respect to the proper amortization of going concern unfunded liabilities, subject to the agreed-upon method of amortization. See Appendix B for the “agreed-upon method.”

For clarity, at any point in time, the present value of the amortization payment to the Aggregate Plan in respect of the IAAC (that is, 1%) will be calculated on the remaining period to June 30, 2025, i.e., a period of 20 years from July 1, 2005. For each Plan Year of the 20-year period up to June 30, 2025, the going concern unfunded liability of the Aggregate Plan will be reduced at each annual valuation by the present value of the Initial Aggregate Amortization Component for the period remaining. The provisions of item 10.(b) (Allocation) and item 12 (Solvency) of this agreement address the solvency deficiency payments under this component (B) of the University’s obligation.

- (d) (i) In any Plan Year, to the extent that additional special payments by the University are required for the liquidation of a going concern unfunded liability under the Aggregate Plan, such special payments shall be deemed to be a credit against University contributions in any of the following three Plan Years, provided that the use of any such credit shall not increase the going concern unfunded liability of the Aggregate Plan beyond an amount equal to the present value of the IAAC for the remaining period up to June 30, 2025.
- (ii) In any Plan Year, the University may take a credit against University contributions up to the full amount of any solvency special payments made directly by the University to the RPP in any of the previous ten Plan Years, provided that such credit does not create a solvency deficiency. For clarity, funds withdrawn, withheld, or transferred from the SRA Fund under item 12 to cover solvency deficiency under the RPP are not eligible for such credits.
- (e) For clarity, the University cannot take account of actuarial gains or cumulative aggregate surplus in calculating its total required contribution obligations under component (A) of item 9, nor use actuarial gains or aggregate surplus to reduce its total contribution obligations under the Aggregate Plan except as set out in item 9.(d) above and in item 13. below.

10. Allocation of the University’s Required Contributions

(a) In each Plan Year starting July 1, 2005, the University's required contributions will be allocated in the following order, to be considered the normal funding sequence:

(i) By deposit to the RPP, to satisfy the University's current service cost under the RPP which is defined as the balance of the cost of benefits being earned in the Plan Year]

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after allowing for the Members' Required Contributions (which for this purpose shall include the University's contributions on behalf of Members under Section 4.01(b) of the RPP);

(ii) By deposit to the SRA Fund, to satisfy the current service cost under the SRA, which is defined as the cost of the benefits being earned in the Plan Year under the SRA;

(iii) By deposit to the RPP or the SRA Fund, as deemed necessary on the Actuary's advice, to meet the obligations of the Aggregate Plan.

(b) Notwithstanding the provisions under item 10.(a) above, in any Plan Year when a filed actuarial valuation has identified a solvency deficiency under the RPP, University contributions, up to the full required amount of such contributions as may be necessary, can be directed entirely to the RPP, provided that such departures from the norms that are defined in item 10.(a) shall be subject to the provisions of item 12. and item 13.(b) of this agreement.

11. Indexation

(a) The same rate of indexation will apply to pensions payable under the SRA as to pensions payable under the RPP, under all the provisions of this item on indexation.

(b) The current indexation provisions of the RPP and SRA will continue to apply to retirements and terminations prior to July 1, 2006, i.e. will be applied to the full retirement benefit under the Aggregate Plan. The sections on indexation below, which are more restrictive than the provisions currently in place, apply only to the cohort of retirements and terminations on and after July 1, 2006, except that the indexation rate applicable to the earnings of members who are disabled on or after July 1, 2006 will be the better of the two rates.

The new provisions under 11.(c) below are not expected to produce indexation of pensions until and unless the RPP's cumulative returns calculated under a smoothing method exceed 6.5% over a period of time, i.e. unless the RPP performs better than currently expected, and the

new provisions under 11.(d) below are not expected to produce indexation of pensions until and unless the Aggregate Plan has no unfunded or unamortized liabilities and aggregate surplus grows to exceed the amount of aggregate surplus designated under 11.(d)(ii) below for use as a contingency reserve.

(c) For retirements and terminations on and after July 1, 2006, excess-earnings-based indexation under the Aggregate Plan on each July 1st, starting with July 1, 2007, shall be determined as follows:

(i) Excess earnings shall be defined as a percentage value that is the cumulative excess/deficiency of the rate of return on the RPP, after the deduction of expenses, above/below 6.5% for the period ending on the immediately preceding March 31, with the starting measurement date for the rate of return and the cumulative excess/deficiency being April 1, 2006. For the four 12-month periods from April 1, 2006 to March 31, 2010, the rate of return shall be the 1-year, 2-year, 3-year and 4-year averages respectively and thereafter a 4-year average rate of return shall be used.

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(ii) If there is a cumulative deficiency as of March 31, there will be no indexation on the subsequent July 1; however, there will be no reduction in pension benefits.

(iii) If there is a cumulative excess as of March 31, the indexation as of the subsequent July 1 will be the lesser of the cumulative excess and 50% of the annual rate of increase in the Consumer Price Index as of the immediately preceding March 31. The percentage expended on indexation will be deducted from the cumulative excess.

(iv) If there is any remaining cumulative excess, 50% of that excess will be used for catch-up in respect of any one or more of the prior five years when the indexing was less than 50% of the increase in CPI. The application of the catch-up to previously unindexed or partially indexed years will proceed in reverse chronological order, from the most recent Plan Year backward.

(d) For retirements on and after July 1, 2006 (for clarity: not for terminations), aggregate-surplus-based indexation under the Aggregate Plan on each March 1, starting with March 1, 2008, is in addition to the excess-earnings-based indexation described in 11.(c) above for retirements and terminations, and shall be determined as follows:

(i) Aggregate-surplus-based indexation will be applied to pensions in payment to supplement excess-earnings-based indexation for any Plan Year in which indexing was less than the

increase in CPI, proceeding to provide catch-up year by year in reverse chronological order, from the most recent Plan Year backward, first to bring each unindexed or partially indexed year to 50% of the increase in CPI, and then, secondly, after that target has been achieved for all years, to bring each year, Plan Year by Plan Year, in reverse chronological order, to 100% but never more than 100% of the increase in CPI for that year, including excess-earnings-based indexation, subject to item 13.(a)(iii). For clarity, the 5-year limit of item 11.(c)(iv) does not apply to the aggregate-surplus-based indexation.

(ii) The threshold for initiating aggregate-surplus-based indexation will be an aggregate contingency reserve of aggregate surplus funds on a going concern basis equal to the Aggregate Current Service Cost. Only aggregate surplus in excess of that contingency reserve is available for indexation under this provision.

(iii) The funds available for aggregate-surplus-based indexation will be determined in each actuarial valuation not later than December of each Plan Year, and will be applied effective March 1 of the same Plan Year for the immediately preceding Plan Year. The application of funds for catch-up in respect of prior Plan Years shall be based for each prior Plan Year on CPI for the immediately preceding year and calculated as of March 31 of that preceding year.

(e) It is the intent of the parties that, funds permitting, ultimately the application of indexation provisions should achieve equity between the pre-2006 and the post-2006 cohorts of retirements. In the event that indexation of post-2006 retirements under these excess-earnings and aggregate-surplus-based provisions comes to match the indexation provided under the current provisions to retirements prior to July 1, 2006, further aggregate-surplus-based indexation for post-2006 retirees shall not be unreasonably provided at the expense of aggregate-surplus-based indexation for pre-2006 retirees under the current Article 7.04 of the RPP respecting "insufficient excess investment earnings."

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12. Solvency

(a) If, in any Plan Year, on the basis of a filed valuation, the University is required to make special payments to amortize a solvency deficiency under the RPP, up to the full amount of the University's Required Contributions, as may be necessary, shall be directed to the RPP. The portion of the contribution in excess of the University current service cost for the RPP, up to an amount equivalent to the IAAC (1%), shall be used

to satisfy any going concern special payments, with the balance of the excess contribution, if any, used in respect of the solvency special payments. The remainder of the solvency special payments for the Plan Year can then be satisfied by transferring a corresponding amount from the SRA Fund to the RPP, provided that sufficient funds are available in the SRA Fund and subject to maintaining assets in the SRA Fund at least equal to five years of pension payments under the SRA.

For clarity, in each Plan Year, the five years of pension payments will be calculated on a rolling basis as 60 times the monthly pension payments as of the effective date of the filed valuation and as of each subsequent annual valuation.

- (b) The parties agree, in preparing the legal agreements under item 2. of this agreement, to provide mechanisms to ensure that any amounts withdrawn from the SRA Fund, or transferred from the SRA Fund to the RPP, or withheld from normal current service allocations to the SRA Fund, in respect of solvency special payments, shall be (i) noted, for purposes of reporting the financial position of the SRA, as having been withdrawn, withheld from, or transferred out of the SRA Fund; and (ii) credited with the investment income, net of expenses, earned while the withdrawn, transferred, or withheld funds remain in the RPP. An amount equal to the sum of the amounts under 12.(b)(i) and 12.(b)(ii) shall be reallocated by the University to the SRA Fund as soon as is reasonably practicable, with the objective of achieving and sustaining a balanced SRA within a balanced Aggregate Plan. The parties are agreed that any such mechanisms for withholding, withdrawing, or transferring funds from the SRA Fund shall comply with applicable legislation.
- (c) The parties further agree:
 - (i) to ensure that any going concern special payments or solvency special payments to the RPP are limited to the minimum required by applicable legislation;
 - (ii) to ensure that solvency transfers or departures from the normal funding that is defined in item 10.(a) do not result in changing or masking any going concern unfunded liability in the Aggregate Plan. For clarity, with respect to *going concern* unfunded liabilities under the Aggregate Plan, the University cannot take account of the provisions of item 12 (Solvency) in calculating its contribution obligations under component (B) in item 9 nor reduce its required contribution deposits under component (B) in item 9;
 - (iii) to ensure that assets transferred, withdrawn, or withheld from the SRA Fund are counted only once when assessing the financial position of the Aggregate Plan;

(iv) to ensure that transfers and departures from the normal funding that is defined in item 10.(a) are properly tracked, reported, assessed for their impact, reviewed by the parties during the annual valuations, and audited;

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For clarity, any withdrawal or withholding of funding from the SRA Fund or any transfer of assets from the SRA Fund to the RPP which would have the effect of creating or increasing an unfunded liability in the SRA shall be permitted only in the case of solvency deficiency in the RPP. Such transactions shall not impact on the financial standing of the Aggregate Plan on a going concern basis.

13. Surplus

- (a) Unless and until the parties otherwise agree, aggregate actuarial gains since the previous valuation and cumulative aggregate surplus, on a going concern basis, must be used in the manner and in the order of priority specified below, and can be used as a source of funds only for the purposes and according to the sequence detailed below. Except as specified below in item 13.(a)(v), the University cannot use aggregate actuarial gains or cumulative aggregate surplus to reduce its contribution obligations to the Aggregate Plan under component A of item 9.(a) and 9.(b) of this agreement. Use of aggregate actuarial gains and cumulative aggregate surplus will be decided annually following an actuarial determination of assets, liabilities, and total current service costs in the Aggregate Plan, that is both the RPP and the SRA.

The order of “calls” on aggregate actuarial gains and cumulative aggregate surplus will be as follows:

- (i) The first call will be to liquidate any going concern unfunded liability or experience deficiency in the Aggregate Plan to the extent required by law or by law mirrored voluntarily. Such liquidation shall occur on an amortized basis in both the RPP and the SRA, and the annual special payments shall be kept to the minimum required by the applicable legislation with respect to the RPP and the agreed-upon amortization method with respect to the Aggregate Plan. For the “agreed-upon method,” see Appendix B.
- (ii) The next call will be to build up and sustain an aggregate contingency reserve in the amount of the Aggregate Current Service Cost for one Plan Year.
- (iii) The next call will be for aggregate-surplus-based indexation, as detailed above in section 11. of this agreement. Unless otherwise agreed by the parties, indexation to the greater of 50% of CPI levels for all Plan Years or the level of indexation provided to pre-

2006 retirees is the precondition for the eligibility of calls (iv) and (v) below.

- (iv) The next call will be for such improved benefits for members as the parties may agree from time to time, including any further indexation.
 - (v) Thereafter, any “calls” on or utilization of aggregate surplus will be as the parties may agree from time to time, including any contribution holidays by the parties, provided that such contribution holidays do not unreasonably put the sustainability of the Aggregate Plan in jeopardy and do not render the previous “call” under item (iv) above without effect.
- (b) Excess surplus under the Income Tax Act (ITA) definition, and any prohibited contributions to the RPP under the ITA’s excess surplus requirements, shall be directed to the SRA Fund.

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14. Administration

- (a) The parties will be provided annually with a complete detailed report of all the expenses associated with the Aggregate Plan.
- (b) Proposed changes in actuarial assumptions and methods will be presented to the Pension Subcommittee for discussion and review of options, along with a rationale for the changes, and an analysis of the impact of each change on the assets and liabilities of the Aggregate Plan. Notification to TUFA of any proposed change shall provide reasonable opportunity for consultation with TUFA’s actuary and for timely input to the decision process, within which due consideration of such input shall not be unreasonably denied.
- (c) Language will be drafted to require that the annual valuation report shall provide valuation details in a form and manner pertinent to the Aggregate Plan, as well as to the RPP and SRA, including the assets, liabilities, experiences, transfers, departures from normal funding under item 10.(a), and other transactions under the Aggregate Plan, sufficient to support the proper monitoring of the Aggregate Plan.
- (d) TUFA shall be provided with the financial statements of the RPP, the SRA, and the Aggregate Plan annually in a timely way, sufficient to allow reasonable opportunity to review them, consult as necessary with TUFA’s actuary, and make a timely input to the Board’s approval or review process.

EFFECTIVE DATE

15. The effective date of this agreement is July 1, 2005. The parties will endeavour to conclude final language negotiations such that amendments to the RPP and the SRA and other documents will be effective as of July 1, 2005.

SIGNING

16. This agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts, including facsimile signatures, shall be construed together, and shall constitute one and the same agreement.

Signed, in Peterborough, Ontario, this 29th day of November, 2005

FOR TUFA

FOR TRENT

Dr. John Fekete, Chief Pension Negotiator

David Mahy, Chief Negotiator

Dr. Graham Cogley, Pension Negotiator

Don O'Leary, Vice-President

Dr. Douglas Curtis, Pension Negotiator
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Garth Brownscombe,

Dr. George Nader, Pension Negotiator