BOARD OF GOVERNORS
Thursday, April 18, 2019 at 9:00 a.m.
Gilmour Hall, Council Room (Room 111)

AGENDA

NOTE: Members who wish to have items moved from the Consent to the Regular Agenda should contact the University Secretariat before the Board meeting. Members may also request to have items moved when the Agenda is presented for approval at the Board meeting.

A. OPEN SESSION

1. REMARKS FROM THE CHAIR

2. NOTICE OF MEETING - APRIL 4, 2019

3. APPROVAL OF THE AGENDA - OPEN SESSION

CONSENT (9:00 a.m.)

4. MINUTES OF PREVIOUS MEETING – MARCH 7, 2019 (OPEN SESSION)

   Approval

   a. Minutes - March 7, 2019 (Open Session)

5. BUSINESS ARISING (none)

6. REPORT FROM SENATE

   Approval

   a. Proposal to Establish the Gladys Sharpe Chair in Nursing

   b. Proposed Name Change - Boris Family Chair in Leukemia and Hematopoietic Stem Cell Translational Research

   Report from the Senate
7. COMMITTEE REPORTS

a. COMMITTEE ON UNIVERSITY ADVANCEMENT

Information

18 - 38
i. Annual Report from University Advancement

b. REMUNERATIONS COMMITTEE

Approval

39 - 42
i. Ratification of Tentative Agreement - Operations and Maintenance Employees

MOTION: That items 4-7 be approved or received for information by consent.

REGULAR (9:05 a.m.)

8. BUSINESS ARISING (none)

9. COMMUNICATIONS (none)

10. PRESENTATION TO THE BOARD OF GOVERNORS (9:10 a.m.)

Name: Dr. Jennifer Heisz, Associate Professor, Kinesiology
Title: Physically Fit, Mentally Flexible: The Benefits of Exercise for Brain Health

11. PRESIDENT’S REPORT TO THE BOARD (10:15 a.m.)

Information

43 - 47
a. President’s Report to the Board

12. COMMITTEE REPORTS (10:30 a.m.)

a. EXECUTIVE AND GOVERNANCE COMMITTEE

Approval/Notice of Motion

i. Revisions to Board By-Laws - Execution of Instruments and Title Changes

48 - 85
ii. Terms of Reference - Audit and Risk Committee
Report from the Executive and Governance Committee
b. PLANNING AND RESOURCES COMMITTEE

Approval
86 - 156
i. Restatement of Plan Texts

13. REPORTS RECEIVED FOR INFORMATION (10:45 a.m.)

Information
157 - 162
a. Report from Health, Safety and Risk Management

14. OTHER BUSINESS (10:50 a.m.)
McMaster University

MINUTES OF THE BOARD OF GOVERNORS
March 7, 2019 at 9:00 a.m.
Council Room, Gilmour Hall

PRESENT: Mr. P. Douglas (Chair), Ms. E. Alfanous, Ms. L. Allan, Ms. J. Allen, Mr. A. Colgoni, Ms. S. Cruickshanks, Dr. P. Deane, Dr. D. Farrar, Mr. D. Feather, Dr. C. Filipie, Dr. A. Holloway, Mr. D. Horwood, Mr. D. Huctwith, Dr. R. Kleiman, Ms. S. McLarty, Mr. B. Merkel, Mr. R. Narro Perez, Mr. K. Nye, Dr A. Niec, Mr. J. Schertzer, Ms. C. Stefankiewicz, Dr. E. Szathmáry, Dr. R. Walker, Ms. C. Garneau (University Secretary), Ms. M. Zheng (Associate University Secretary), Mr. T. Paul (Governance Coordinator)

OBSERVERS: Ms. B. Couchman, Mr. R. Couldrey, Ms. E. Davies, Dr. M. Grignon, Ms. D. Henne, Dr. B. Levy, Dr. P. O’Byrne, Ms M. Williams

INVITED: Ms. D. Martin, Chief Facilities Officer
Ms. W. McKenna, Chief Human Resources Officer
Ms. L. Morine, Associate Director, Health, Safety and Risk Management
Dr. C. Emerson, Director, Institute on Ethics & Policy for Innovation, Associate Professor, Department of Philosophy, Faculty of Humanities

REGRETS RECEIVED: Ms. L. Brown, Mr. S. Donnelly, Ms. R. Jamieson, Ms. J. Rowe, Ms. J. Pike, Ms F. Samji, Mr. N. Skelding, Dr. D. Sloboda, Mr. T. Valeri, Mr. D. Williamson,

A. OPEN SESSION

1. REMARKS FROM THE CHAIR

Mr. Douglas welcomed members to the meeting and introduced new members and observers to the Board.

2. NOTICE OF MEETING – February 21, 2019

The Notice of Meeting was circulated on February 21, 2019.

3. APPROVAL OF THE AGENDA – OPEN SESSION

Mr. Douglas noted that no requests had been received to move any items from the Consent to the Regular agenda of the Open Session.
IT WAS DULY MOVED AND SECONDED,

that the Board of Governors approve the Open Session agenda for the meeting of March 7, 2019, and that items 4-7 be approved or received for information by Consent.

The Motion was Carried.

CONSENT

4. MINUTES OF THE PREVIOUS MEETING – December 13, 2018 (OPEN SESSION)

Motion:
that the Board of Governors approve the Open Session minutes of the meeting held on December 13, 2018 as circulated.

Approved by Consent

5. BUSINESS ARISING

6. REPORTS FOR INFORMATION

   a. McMaster Museum of Art – Annual Report

      The material was for information.

   b. McMaster Museum of Art – Appendices

      The material was for information.

7. COMMITTEE REPORTS

   a. Executive and Governance Committee

      i. Revisions to Terms of Reference for the Vice-Dean, Faculty of Health Sciences and Associate Dean, Graduate Studies (Health Sciences)

         The material was for information.

      ii. McMaster Research Ethics Board Revised Terms of Reference

         The material was for information.
iii. Research Ethics Appeals Board Revised Terms of Reference

The material was for information

REGULAR

8. BUSINESS ARISING

There was no business arising from the minutes of the meeting held on December 13, 2018.

9. COMMUNICATIONS

There were no communications for the meeting held on March 17, 2019.

10. PRESENTATION TO THE BOARD OF GOVERNORS

Dr. Claudia Emerson, Director, Program on Ethics & Policy for Innovation and Associate Professor, Philosophy, gave a presentation on Ethical, Social, and Cultural (ESC) thinking and its impact in global health.

11. PRESIDENT’S REPORT TO THE BOARD

a. Report from the President

Dr. Deane provided members with an update on McMaster’s recent Chancellor search, explaining that since the last meeting, the University Senate has formally appointed Santee Smith as the next Chancellor. Santee is a renowned artist, dancer, choreographer, and a two-time McMaster graduate. Ms. Smith’s term will begin on September 1, 2019.

Members were informed of several announcements made by the provincial government that will impact funding for Universities and students. With respect to tuition, the 2019-2020 tuition cut is expected to reduce university revenue in Ontario by approximately $360M. In anticipation of potential cuts, the Provost and Vice-President (Academic) and Vice-President (Administration), in collaboration with the Deans, have been modelling potential scenarios in order to preserve the financial well-being of the institution.

Related to ancillary fees, a new classification framework will be introduced which establishes mandatory and optional fees. It was explained that mandatory fees relate to matters considered core services, which all students will be required to contribute to. Students will have the ability to opt-out of paying for services deemed non-essential. In response to questions, it was noted that the University has been working closely with the McMaster Students Union to understand the impact of the new framework on its services.
Dr. Deane noted the recent changes to the Ontario Student Assistance Program (OSAP), explaining that the non-needs based portion for the Ontario Student Grant (OSG) will be eliminated. The income thresholds associated with the OSG will be reduced and students eligible to receive grants and loans will now receive a larger portion of their aid as Ontario Student Loans. Changes are also being made to the repayment provisions for student loans.

The Board was given an update on the federal government's focus on integrated learning. Members also heard of McMaster’s work in the development of a new made in Canada Athena SWAN initiative, intended to recognize post-secondary institutions' commitments towards advancing equity, diversity, and inclusion in the research community.

Members heard that McMaster was recognized as one of Canada’s Best Diversity Employers by MediaCorp and the Globe and Mail.

b. Minute of Appreciation

Dr. Deane informed the Board of Governors of the passing of Dr. Donald Green.

It is with great sadness that the Board of Governors of McMaster University notes the passing of Dr. Donald M. Green.

Dr. Green was born in Hamilton, Ontario in 1932 and graduated from Ryerson Polytechnic University in mechanical engineering. He has held executive or governance roles in many enterprises and gave generously of his time to public service. In 1980, Don was awarded the Order of Canada, the highest civilian honour bestowed on Canadians.

Dr. Green joined the University’s Board and served as a committee member for the Changing Tomorrow, Today Campaign. He was named Vice Chair of the Board and then Chair in 2006. He would serve as a cabinet member for The Campaign for McMaster University 2006-2010. In 2008, he received an honorary Doctorate of Law from McMaster.

As an expression of our regard for the contributions of Dr. Donald M. Green to McMaster University, it is moved that this Minute of Appreciation be recorded in the permanent minutes of the Board of Governors and a copy sent to his family.

12. REPORT FROM SENATE

a. Amendment of Item 42 of the Tenure and Promotion Policy

At its meeting on February 13, 2019, the Senate approved a recommendation from the Committee on Appointments to amend Item 42 of the Tenure and Promotion Policy.
IT WAS DULY MOVED AND SECONDED,

that the Board of Governors approve the amendment of Item 42 of the Tenure and Promotion Policy, as contained in the report from the Senate.

The Motion was Carried.

13. COMMITTEE REPORTS

a. Executive and Governance Committee
   i. Revisions to Board By-Laws – Execution of Instruments and Title Changes

   At its meeting on February 28, 2019 the Executive and Governance Committee reviewed and approved updates to the Banking, Safekeeping, Sale of Securities, Borrowing, and Directions to CIBC Mellon Global Securities Resolutions and revisions to Appendix E - Resolution Respecting the Execution of Instruments by McMaster University. The material was also approved by the Planning and Resources Committee. It was explained that amendments to By-Laws require two meetings of the Board, one to provide notion of motion, and a second for final approval.

   IT WAS DULY MOVED AND SECONDED,

   that the Board of Governors approve in principle, the attached Banking, Safekeeping, Sale of Securities, Borrowing, and Directions to the CIBC Mellon Global Securities Services Company resolutions, and amendment to the University By-laws.

   The Motion was Carried.

   IT WAS DULY MOVED AND SECONDED,

   that the Board of Governors approve in principle, the attached revisions to Appendix E - Resolution Respecting the Execution of Instruments by McMaster University.

   The Motion was Carried.

b. Planning and Resources Committee
   i. Salaried Plan Actuarial Valuations

   On February 14, 2019, the Planning and Resources Committee reviewed and
approved for recommendation to the Board of Governors, the 2018 salaried pension plan valuations. The material was also approved by the Pension Trust Committee.

IT WAS DULY MOVED AND SECONDED,

that the Board of Governors approve the results of the Actuarial Valuation for Funding Purposes as at July 1, 2018 for the Contributory Pension Plan for Salaried Employees of McMaster University Including McMaster Divinity College (Plan 2000) and the Actuarial Valuation for Funding Purposes as at July 1, 2018 for the Contributory Pension Plan for Salaried Employees of McMaster University Including McMaster Divinity College (Original Plan) and be filed with the Financial Services Commission of Ontario and the Canada Revenue Agency.

The Motion was Carried.

ii. Restatement of Plan Texts

At its meeting on February 14, 2019, the Planning and Resources Committee reviewed and approved, for recommendation to the Board of Governors, the Hourly Plan text restatement, effective January 1, 2019.

IT WAS DULY MOVED AND SECONDED,

that the Board of Governors approve the Contributory Pension Plan for Hourly-Rated Employees of McMaster University Including McMaster Divinity College (Amended and restated effective January 1, 2019), as contained in the attachment.

The Motion was Carried.

14. REPORTS RECEIVED FOR INFORMATION

a. Report from Health, Safety and Risk Management

Ms. Morine provided an overview of the report from Health, Safety and Risk Management for the period of November 16, 2018 – February 12, 2019.

15. OTHER BUSINESS

There was no other business for the Open Session portion of the meeting.
a. Proposal to Establish the Gladys Sharpe Chair in Nursing

At its meeting on March 13, 2019, the Senate reviewed and approved a recommendation from the Committee on Appointments to establish the Gladys Sharpe Chair in Nursing. The Chair’s objective is to contribute significantly to the body of scholarship in research and nursing, through teaching, research, and/or clinical work at McMaster University. Details of the proposal are contained within Attachment I of the report from Senate. 

It is now recommended,

that the Board of Governors approve the establishment of the Gladys Sharpe Chair in Nursing, as outlined in the report from Senate.

b. Proposed Name Change – Boris Family Chair in Leukemia and Hematopoietic Stem Cell Translational Research

At its meeting on April 10, 2019, the Senate reviewed and approved a recommendation from the Committee on Appointments to change the name of the Boris Family Chair in Human (Blood) Stem Cells to the Boris Family Chair in Leukemia and Hematopoietic Stem Cell Translational Research. Details of the proposal are contained in Attachment II of the circulated report.

It is now recommended,

that the Board of Governors approve the name change of the Boris Family Chair in Human (Blood) Stem Cells to the Boris Family Chair in Leukemia and Hematopoietic Stem Cell Translational Research, as outlined in the report from Senate.

Board of Governors: FOR APPROVAL
April 18, 2018
January 29, 2019

Senate Committee on Appointments
c/o University Secretariat
Gilmour Hall, Room 210

Re: Establishment of the Gladys Sharpe Chair in Nursing

On behalf of the Faculty of Health Sciences, I would like to recommend the establishment of the Gladys Sharpe Chair in Nursing.

The Faculty of Health Sciences is providing funding to permanently support this Chair at McMaster in honour of Dr. Gladys Sharpe. Dr. Sharpe was the first director of Mcmaster’s School of Nursing and created its first curriculum, laying the foundation for the nursing education programs of today.

The position will support nursing scholarship and research within the School of Nursing.

The terms of reference for the Chair are attached.

Sincerely,

Paul O’Byrne MB, FRCP(C), FRSC
Dean and Vice-President

Encl.

PO/rl
TERMS OF REFERENCE

Gladys Sharpe Chair in Nursing

General

Funding has been allocated by the Faculty of Health Sciences to provide support for the Gladys Sharpe Chair in Nursing. The incumbent will have demonstrated excellence in the area of nursing research.

The holder of the Chair shall be an individual with sufficient research, education and/or clinical experience.

Specifically, the Chair-holder will:

- Hold a full-time appointment in the School of Nursing in the Faculty of Health Sciences at McMaster University;
- Be an integral part of the institutional vision towards establishing and maintaining a world-class program in nursing education and research which exemplifies the central values of the University and the School of Nursing;
- Contribute significantly to the body of scholarship and capacity in research and nursing, through teaching, research and/or clinical work at McMaster University;
- Undertake the normal duties of a faculty member in the Faculty of Health Sciences and the School of Nursing, including participation in the education programs (undergraduate and graduate) of the School.

Selection Process

The Dean and Vice-President of the Faculty of Health Sciences will appoint an appropriate ad-hoc selection committee which shall include, at minimum, the Associate Dean, Research and the Vice-Dean (Health Sciences) /Executive Director of the School of Nursing. The Committee will forward its recommendation to the Senate Committee on Appointments.

Term

An appointment to the Chair shall be for up to five (5) years, with the understanding that renewal for additional terms is possible.

Acknowledgement

The incumbent will acknowledge that she/he holds the “Gladys Sharpe Chair in Nursing” in all publications, lectures and any other activities supported through the fund.

January 8, 2019
March 11, 2019

Senate Committee on Appointments  
c/o University Secretariat  
Gilmour Hall, Room 210

Re: Name Change for the Boris Family Chair in Human (Blood) Stem Cells

On behalf of the Faculty of Health Sciences, I would like to recommend the name of the Boris Family Chair in Human (Blood) Stem Cells be changed to the Boris Family Chair in Leukemia and Hematopoietic Stem Cell Translational Research.

In 2011, the Boris family pledged $30 million to McMaster with the goal of advancing translational research and patient care. Part of that gift included an endowment fund in support of the Boris Family Chair in Human (Blood) Stem Cells. The terms of reference for the Chair, approved in 2012, are being revised to reflect the focus for the Chair and better alignment with the Faculty’s research strategy.

The original terms of reference were focused on the field of translational blood stem cell research, and we are now proposing a title that best meets the needs of the Faculty at this time. The title remains within the broad research focus of human (blood) stem cells.

The revised terms focus the scope of the Chair within the field, and position the Faculty for greater impact in this area. Based in the Department of Oncology, and within the McMaster Stem Cell and Cancer Research Institute, the Chair will support activities in translational research and “bench to bedside” research with other researchers at McMaster.

Communication and consultation regarding these changes has taken place with the Boris family, as well with the affected areas in our Faculty.

Thank you for considering this recommendation. Enclosed please find a copy of the original and revised terms of reference.

Sincerely,

Paul O’Byrne MB, FRCP(C), FRSC  
Dean and Vice-President

Encl.  
PB/lh
TERMS OF REFERENCE

Boris Family Chair in Human (Blood) Stem Cells

General

A gift from the Boris Family has been directed to the Faculty of Health Sciences at McMaster University to provide an endowment fund in support of the Boris Family Chair in Human (Blood) Stem Cells. The research, education interests and accomplishments of the incumbent will encompass a broad and comprehensive range of topics in human (blood) stem cells.

Details and Duties of the Chair

The holder of the Chair shall be an individual with sufficient research and education experience and who has demonstrated interest in and capability to implement the objectives set out below.

Specifically, the Chair will

- Build and lead a team of experts to implement the proof of principle testing that is required in the field of blood stem cells in human therapies;
- Contribute significantly to the body of scholarship in the area of human (blood) stem cells, through research and teaching at McMaster University;
- Focus on the field of human (blood) stem cells, address scientific uncertainty, address scientific advancement and include the calibre of scientific content displayed with other research projects ongoing at the University;
- Be an integral part of the institutional vision towards establishing and maintaining a world class translational research program in human (blood) stem cells and thereby exemplify the central values of the University;
- Undertake the normal duties of a faculty member in the Faculty of Health Sciences, including participation in the education programs of the Faculty.

Selection Process

The Dean and Vice-President of the Faculty of Health Sciences will appoint an appropriate ad-hoc Selection Committee. The Selection Committee will recommend the appointment of the Boris Family Chair in Human (Blood) Stem Cells. The Committee will forward its recommendation to the Senate Committee on Appointments.

Term

An appointment to the Boris Family Chair in Human (Blood) Stem Cells shall be for up to five (5) years, with the understanding that renewal for additional terms is possible.
Acknowledgement

The incumbent will acknowledge that she/he holds the “Boris Family Chair in Human (Blood) Stem Cells” in all publications, lectures and any other activities supported through the fund.

March 2012
TERMS OF REFERENCE

Boris Family Chair in Leukemia and Hematopoietic Stem Cell Translational Research

General

A gift has been directed to the Faculty of Health Sciences to provide support for the Boris Family Chair in Leukemia and Hematopoietic Stem Cell Translational Research. The incumbent will have demonstrated excellence in the area of leukemia and hematopoietic stem cell translational research.

Details and Duties

The holder of the Chair shall be an individual with sufficient research, education and/or clinical experience. Specifically, the chairholder will:

- Hold a full-time appointment in the appropriate department in the Faculty of Health Sciences at McMaster University;
- Be an integral part of the institutional vision towards establishing and maintaining a world-class program in leukemia and hematopoietic stem cell translational research which exemplifies the central values of the University and the Faculty of Health Sciences;
- Contribute significantly to the body of scholarship in the area of leukemia and hematopoietic stem cell translational research, through teaching, research and/or clinical work at McMaster University;
- Undertake the normal duties of a faculty member in the Faculty of Health Sciences and the applicable department, including participation in the education programs of the department.

Selection Process

The Dean and Vice-President of the Faculty of Health Sciences will appoint an appropriate ad-hoc selection committee which shall include, at minimum, the Vice-Dean, Research and the Chair of the Department of Oncology. The Committee will forward its recommendation to the Senate Committee on Appointments.

Term

An appointment to the Chair shall be for up to five (5) years, with the understanding that renewal for additional terms is possible.

Acknowledgement

The incumbent will acknowledge that she/he holds the “Boris Family Chair in Leukemia and Hematopoietic Stem Cell Translational Research” in all publications, lectures and any other activities supported through the fund.
For your information

Date: April 11, 2019
To: Members of the McMaster University Board of Governors
From: Mary Williams '87, Vice-President, University Advancement
Re: 2018 University Advancement Year in Review

We are proud to share McMaster’s 2018 University Advancement Year in Review, highlighting accomplishments that demonstrate strong growth that has been the result of the entire McMaster community working together to help build McMaster’s relationships, reputation and resources in support of our University’s strategic priorities. The "Year in Review" also provides context and connections to University Advancement’s Strategic Business Plan 2015-2020.

The document provides a snapshot of some of the amazing accomplishments at McMaster in 2018 in support of McMaster’s vision "to achieve international distinction for creativity, innovation and excellence." We proudly report on our collective accomplishments as part of our accountabilities to various University governing bodies. The information and stories within the pages of this booklet are excellent examples of the extraordinary efforts of our students, faculty, researchers, staff, alumni and friends in support of our University and helping to build a Brighter World.

We have had the opportunity to share these results with the University Advancement Committee and the Planning & Resources Committee as part of our annual accountability reporting. Now, we are pleased to share those results with you.

If you have any questions, please don’t hesitate to let us know and we would be happy to discuss. I’ll look forward to seeing you on April 18th.

Enclosed
There are many ways to measure the success of the University. There are the amazing students, both undergraduate and graduate, who choose McMaster. We look to our researchers who tackle the grand challenges facing our world and once again in 2018 made McMaster the most research-intensive university in the country. We celebrate partnerships that translate research into new products and businesses that help Hamilton and the province’s economy grow and prosper. And we watch the success of our alumni as they build our communities and make the world stronger and healthier.

In University Advancement we have the privilege of sharing these stories and results as we build relationships on behalf of the University, grow our reputation and develop new resources to help McMaster continue to advance human and societal health and well-being.

We couldn’t achieve these collective goals and results without our leaders and colleagues across the University or the amazing University Advancement team.

We have metrics to reflect much of what we do, but our emphasis on developing relationships and both building and safeguarding reputation means not everything is easily measured. Please enjoy this snapshot of 2018.

Mary Williams, ’67
Vice-President, University Advancement

Patricia Saunders ’73 is presented with the 2018 Alumni Community Impact Award by Chancellor Suzanne Labarge ’67

Patricia Saunders ’73 is presented with the 2018 Alumni Community Impact Award by Chancellor Suzanne Labarge ’67

Mary Williams, ’67
Vice-President, University Advancement
Our Advancement Philosophy

McMaster University Advancement actively integrates diverse programs to build relationships, reputation and resources to support the University’s goals. Our operation is structured to maximize opportunities for collaborative action. Our advancement philosophy is to continuously inform our diverse stakeholders, involve them in the life of our institution and work with them to invest in McMaster’s priorities.

McMaster’s University Advancement

Competitive Advantage

Lifting McMaster above a crowded field of competitors is more critical than ever when it comes to advancing relationships, building reputation and securing resources. McMaster’s University Advancement team does things differently and this helps make our university stronger.

1. **Our degree of collaboration:** All of our units — communications, marketing and government relations, development, alumni advancement, stewardship, volunteer engagement and advancement services — work in a highly collaborative way to maximize outcomes for the University. We are one of only a few advancement operations in Canada to be structured in this way.

2. **We attract and we retain the best staff:** In a profession where competition for great people is highly competitive, we take the time to hire the best. In an industry where the average length of stay for a team member is 18-24 months, our team has an average length of service of more than 10 years.

3. **We punch above our weight:** Our cost efficacy is second to none. Even with a small team relative to our U15 counterparts, we deliver excellent results in all areas of our advancement operation.

4. **We bring in record-setting funding and gifts:** Our comparatively small shop has helped secure a number of major government grants and some of the biggest philanthropic gifts in Canadian university history.

5. **We adapt and change:** We consistently measure and assess what we are doing to ensure that we continue to work at the leading-edge of our industry. We embrace change, and our nimble structure allows us to quickly adapt which leads to even stronger results.

6. **Our depth of relationships:** We excel at building long-term, meaningful relationships with our diverse constituent groups, including funders, alumni, volunteers, government, the community, the media, our faculty, staff, and students. The strength of our relationships is a key contributor to our success.
The Strategic Landscape

In creating the University Advancement Strategic Business Plan 2015-2020, we identified a number of sector trends to which we need to anticipate and respond. The landscape ahead is both challenging and exciting, and our role is to help ensure that McMaster is strategically positioned to take advantage of new opportunities.

The post-secondary system is evolving
Ongoing and significant policy uncertainty and financial restraints within the provincial government present the post-secondary sector with numerous challenges. The recent provincial decision to roll back tuition rates and freeze tuition at new lower rates in 2020/21 signals that fiscal restraint is likely to continue. This means McMaster must be creative in its positioning, adaptive in its planning and interactions, and strong in leveraging its influential relationships.

Near-term economic and funding environments will be challenging
The difficult economic/funding climate is no secret. Canadian and international economic conditions will no doubt continue to fluctuate, and that volatility will have impacts on the University. Of particular note is the pressure on research funding.

The business of generating revenue is changing
Dynamic shifts in the philanthropic sector have introduced uncertainty to the potential for support from donors. Strategies are needed in order to respond to several broad trends including aging donors; fewer numbers of potential donors (as the number of active donors declines); and increasing donor expectations. As well, competition for government and philanthropic support is robust and ongoing, with more than 85,000 registered charities in Canada. This includes other U-15 schools, hospitals and non-profits with initiatives attractive to government and private funders, which drives the level of sophistication and expectation. These emerging business needs demand that McMaster create greater capacity by analyzing past performance and behaviours in order to gain insight and drive business planning.

Technology has transformed the media landscape
The use of mass media no longer dominates standard marketing strategy. Many of the traditional channels utilized in marketing and communications will soon no longer exist. Today, success requires a new mix ranging from social, digital, web and apps to online giving and connecting directly with audiences electronically. These changing media landscapes and roles for new, smart technologies create both emerging challenges and opportunities for how we communicate, interact and engage. Our model must change.

Changing alumni demographics present new opportunities
Consistent increases in post-secondary enrolment have resulted in significant growth in post-secondary alumni populations across Canada and abroad. Not only are alumni numbers growing at a steady rate, but the overall demographic makeup is also changing. Recent graduates (within the last 10 years) comprise the largest alumni demographic. They are tech-savvy and transient – both of which require new and innovative approaches to alumni programming and engagement.

BRIGHTER WORLD
University Advancement’s Strategic Business Plan 2015-2020

University Advancement’s 2015-2020 Strategic Business Plan identifies our key priorities and annual objectives through to 2020, and sets a framework to guide how we advance the University’s vision and mission, and the Forward with Integrity priorities.

In order to ensure the plan remains current and adapted to the ever-changing environment in which we operate, an exercise to update the plan’s key components was undertaken recently. The result was revisions to our strategic initiatives and annual operating goals, and the introduction of “Big Ideas” - opportunities that could support McMaster’s worldwide impact.

The tables below show summaries of the strategic initiatives and annual operating goals from our Strategic Business Plan (original at left; updated version at right).

The forthcoming pages share highlights from the past year in relation to University Advancement’s Key Success Factors from this plan, which include Relationships, Reputation, Resources and Enabling Factors.
STRENGTHENING RELATIONSHIPS – KEY SUCCESS FACTOR #1

Fostering effective external and internal relationships through strong partnerships and effective government, community and alumni relations, as well as through strong and successful programs, events and services that connect with key contacts and audiences locally, nationally and internationally.

Strengthening relationships with our government partners
We remain focused on operationalizing government relations plans to achieve success and mitigate challenges/risks to the University. Key priorities include:

- Continuing to build McMaster’s reputation as a trusted advisor with all levels of government by raising McMaster’s profile and strengthening the range of relationships, advocacy and engagement activities
- Focused federal and provincial advocacy to minimize impact of policy changes and seek out opportunities for support
- Focused municipal advocacy and issues management with municipal partners
- Ensuring strategic consistency and alignment of McMaster messaging

The following data and stories highlight some of our government relations work over the past year.

Demonstrate McMaster’s impact as a partner in economic development within the city, the province and the country
An economic impact report was commissioned on behalf of the University from KPMG this year. McMaster’s $3.87 billion annual economic impact locally is just one of the results that support our advocacy efforts with our government partners.
STRENGTHENING RELATIONSHIPS – KEY SUCCESS FACTOR #1

Bringing government leaders to McMaster
Hosting government announcements and tours brings McMaster to life for our government partners. The Prime Minister made a return visit in January to host close to 2,000 people at a town hall meeting. Canada’s Minister of Science and Sport, Kirsty Duncan, chose McMaster for the national announcement of five National Centres of Excellence for Commercialization and Research. McMaster received $10.5 million for its Centre for Probe Development and Commercialization (CPDC).

Ensuring McMaster’s place in the Advanced Manufacturing Super Cluster
The federal government’s Advanced Manufacturing Super Cluster initiative is expected to generate 13,500 jobs and inject $13.5 billion into the southern Ontario economy. At the Innovation Corridor Business Council Summit in June, President Patrick Deane shared McMaster’s research and commercialization contributions as a super cluster partner.

McMaster blitzes Parliament Hill
McMaster leaders spent two days on Parliament Hill in November meeting with more than 18 cabinet ministers, deputy ministers, ADMs and other key staff raising McMaster’s profile, strengthening relationships and advocating for new partnerships.
STRENGTHENING RELATIONSHIPS – KEY SUCCESS FACTOR #1

Fostering effective external and internal relationships through strong partnerships and effective government, community and alumni relations, as well as through strong and successful programs, events and services that connect with key contacts and audiences locally, nationally and internationally.

Deepening our alumni engagement

University Advancement, the McMaster Alumni Association (MAA), and our campus partners work collaboratively to engage our more than 198,000 alumni around the world through a wide range of programs and activities. We strive to:

- Deepen alumni engagement through on-campus, in-community and online programming
- Continue to develop, enhance and execute programming to reach, engage, recognize and communicate effectively with current and future alumni, thereby promoting University pride, relevance and value

Some of our initiatives and key metrics in pursuit of these goals are shown on this and the next page.

Alumni Voices, a digital volunteer program, was launched in 2018. The program, which now has over 1,000 participants to date, asks individuals to complete a maximum of five brief surveys over the course of the year that provide feedback that helps shape ongoing opportunities and/or programming at McMaster and in the community.

An Alumni Medium website (medium.com/mcmaster-alumni) was re-launched in 2018. It includes content such as alumni profiles, financial and career advice, and a travel series penned by a McMaster graduate who is a travel writer.

Alumni Engagement Index, 2014-2018

2018 Alumni Engagement Index

32.7%

= \frac{\text{total alumni participating in events/programs/volunteer groups}}{\text{total mailable alumni}}

Alumni Engagement Renewal Rate

73.9%

= alumni who were engaged in 2017 and again in 2018
On-Campus Alumni Programming
The first Life After Mac week, focused on the transition after graduation, was held the first week of January 2018. The series, organized with the McMaster Alumni Association, McMaster Students Union and the Student Success Centre, was highlighted by a talk by actor and comedian Hasan Minhaj.

Alumni Recognition
Recognizing outstanding contributions of McMaster graduates is one of the ways in which we deepen engagement with our alumni. Pictured at left is President Patrick Deane with the 2018 recipients of McMaster Alumni Community Impact Awards, Patricia Saunders ’73, Orson Morrison ’96 and Leo Nupolu Johnson ’11.

STRENGTHENING RELATIONSHIPS – KEY SUCCESS FACTOR #1

For the Curious Mind, a new online lecture series, was launched in November 2018. Featuring 30-minute talks and discussion with McMaster experts, the inaugural speaker was Joe Kim, ’95, ’00, Associate Professor in Psychology, Neuroscience & Behaviour.

Taking Research to Alumni Homes, Offices and Devices

Strengthening Lifelong Engagement
The Class of 1968 pose for a photo with McMaster President Emeritus Alvin Lee, ’89, ’93 (bottom row, right) during Alumni Reunion Day.

Enhancing the Student Experience
Our first Career Month was held in March 2018, with a focus on career preparation for graduating students. Over 3,000 students participated.
BUILDING REPUTATION – KEY SUCCESS FACTOR #2

Enhancing McMaster’s reputation for excellence – through outstanding media and alumni relations, communications, marketing, government relations and stewardship.

Key Priorities:
• Engagement with priority audiences through a mix of leading-edge marketing and communication tools and tactics
• Strengthening McMaster’s digital ecosystem
• Supporting efforts around McMaster’s rankings in international reputation
• Enhancing and/or redeveloping key McMaster websites and coordinating digital platform and strategies
• Implementing an integrated content strategy that advances and expands content generation to support reputation initiatives

In 2018 the University enhanced its reputation in a variety of ways.

Integrated Media Strategy
Earned media coverage is coordinated with a paid digital and print media strategy targeting influencers and academics around the world to grow McMaster’s reputation for advancing human and societal health and well-being.

McMaster faculty experts raised their international profile significantly through the placement of opinion articles in newspapers and online. The Conversation is a key tool for enhancing faculty profile around the world.

2018 Earned Media Coverage:
• 3,713 National stories placed
• 2,228 International stories placed
• 5,545 Digital/Online stories placed
• 392 Expert/Opinion Editorials placed

average reads per article published (+89% vs. 2017)

4th in Canada article reads (+320% vs. 2017)

BRIGHTER WORLD
BUILDING REPUTATION – KEY SUCCESS FACTOR #2

Building McMaster’s national and international reputation through media coverage and social media engagement

#1 in Canada, World 100 Reputation Network’s Twitter Engagement Ranking for universities; 9.4 million impressions

#1 in Canada for monthly Facebook engagement compared against the U15 (source: Facebook); 142,260 total engagements

#2 globally for number of engagements from Canadian Academic Researchers on LinkedIn (source: LinkedIn)

#6 in Canada for average monthly engagement (12,500) compared against the U15 (source: McMaster analysis); 24,515 followers and 150,163 total engagements

Competitive Analysis
Earned Media Stories - Canada
Source: Infomart & Meltwater (2018)
BUILDING REPUTATION – KEY SUCCESS FACTOR #2

Enhancing McMaster’s reputation for excellence – through outstanding media and alumni relations, communications, marketing, government relations and stewardship.

**Focussed advertising strategy**
McMaster’s paid advertising strategy emphasizes digital channels with selected print advertisements. The goal for 2018 focussed on building reputation for McMaster and the Brighter World campaign and driving audiences to the Brighter World, Daily News and other McMaster websites.

- 79+ million digital banner advertisement impressions earned
- 65+ million social media advertisement impressions earned
- 3.5+ million print advertisement impressions earned across key print publications

**Brighter World / Daily News websites**
- 1.75 million total website sessions (+51% vs. 2017)
- 1.27 million total users (+108% vs. 2017)
- 550,000 total international users (+493% vs. 2017)
- 721,000 total Canadian users (+39% vs. 2017)
BUILDING REPUTATION – KEY SUCCESS FACTOR #2

Strengthening McMaster’s digital ecosystem
Revitalizing McMaster websites has been a priority for the marketing project.

McMaster’s Teaching Excellence website, launched in 2018, helps promote McMaster as a top teaching institution. The website presents McMaster’s rich history and current award-winning teaching and educational innovations.

More than 3,700 photos are now archived and available to the McMaster community to help everyone across campus promote and support their programs and projects.

Enhancing McMaster’s reputation and global ranking

University Advancement co-chairs McMaster’s Rankings Committee which developed the University’s first Rankings Roadmap Report in 2018. The Roadmap provides deep analysis and an evidence-based approach to support McMaster’s goal to enhance its national and international reputation and global rankings results.
EXPANDING SUPPORT – KEY SUCCESS FACTOR #3

Supporting the pursuit of knowledge by expanding and stewarding private and public support – through a comprehensive range of development programs for funders, which achieve the annual goal of $55 million in new revenue.

Securing resources to support McMaster’s mission and vision

A number of strategic initiatives and annual goals have been established to secure ongoing funding for University priorities. These include:

- Diversifying existing and new revenue generation
- Embracing creative and rigorous strategies that maximize all giving opportunities
- $55M in new revenue confirmed annually
- Continuing to grow the Major Giving area of our pipeline
- Continuing to enhance donor behaviour-based strategies for annual gifts, with a strong focus on maintaining/growing donor renewal

Key metrics and initiatives in support of these objectives are shown on this and the following page.

Definitions

- **Current Gifts & Pledges** – all outright cash gifts made (not including pledge payments) and unconditional pledges made during the calendar year.
- **Discounted Future Gifts** – bequests (discounted for funders < 70; otherwise at the 5-year average estate gift) and deferred gifts including life insurance policies and charitable trusts
- **Other Revenue** – non-philanthropic gifts and revenue, confirmed but not processed through University Advancement.
- **Private Research Grants** - contributions received for either unrestricted or restricted use in the furtherance of research that typically come from a corporation, foundation, or other organization, rather than an individual.
EXPANDING SUPPORT – KEY SUCCESS FACTOR #3

Total private revenue receipted: **$34,769,999**
Number of donors: **7,625**
New confirmed future gifts: **35**
Future gift value (5-year average): **$203,000**
% of gift value from 1% of donors: **89%**
Private revenue $1M or greater: **7**

**Gamifying Annual Giving**
Implementation of gamification elements into the annual giving program continued into 2018, with Spot the Senator (spotthesenator.ca), a fun micro-site that links to McMaster’s online giving page.

**Advancement Leadership Forum**
Since 2017, McMaster has been participating in the Advancement Leadership Forum (ALF). The ALF is comprised of eight of the largest U15 members, with each institution submitting advancement data to share within the group. This data has proven to be an invaluable source for benchmarking against key competitors. Highlights from the most recent comparative ALF.

December 2018 Micro-Campaign
31 days
**1,138** donors
$500,000+ raised
EXPANDING SUPPORT — KEY SUCCESS FACTOR #3

Supporting the pursuit of knowledge by expanding and stewarding private and public support — through a comprehensive range of development programs for funders, which achieve the annual goal of $55 million in new revenue.

Examples of donor support in action across campus
In 2018, over 7,600 donors generously supported a wide range of University priorities, programs and initiatives. The following are a few examples of our donors’ generosity, and various forms of giving.

A transformative gift for business education
The McLean family made a significant gift in 2018 to enable the University to plan and build the McLean Centre for Collaborative Discovery at the DeGroote School of Business. Paul McLean ’80, ’81, pictured in this photo at right with Dean Len Waverman, is one of three generations of McMaster alumni in their family.

A wonderful gift-in-kind
McMaster University Library acquired the extensive personal and literary archives of beloved Canadian storyteller Stuart McLean in 2018.

An impactful estate gift
Audrey Cameron ’72 bequeathed over $1.7 million to the Department of Chemistry and Chemical Biology. The funding will support new experiential learning opportunities for students in the laboratory.
EXPANDING SUPPORT – KEY SUCCESS FACTOR #3

Investing in important research
The Douglas family has generously supported
the creation of the Douglas Family Chair in
Gastroenterology Research. The Chair will enable
new discoveries in digestive health, an area of
research in which McMaster is a worldwide
leader. Paul ’76, ’78 and Susan Douglas ’76
are pictured at left at a celebration of their
family’s gift.

Growing upon existing giving
Victor Koloshuk and his family visited campus in April
to celebrate their gift of more than $1M to McMaster’s
Department of Anthropology (photo from the celebration is
below). The gift brings their combined family giving to $1.6M.

Corporate funding
for key priorities
Bayer Inc. contributed $1M in
2018 to establish a new endowed
chair in the area of bleeding
disorders
Great-West Life invested
$100,000 to support mental health
research fellowships

Lifelong engagement
leads to bequest
Bruce MacLean ’33,
McMaster’s oldest active
alumnus, passed away
in January and left a
$100,000 bequest to
support the Department
of Physics and Astronomy.

Three-time graduate gives back to Humanities
Rosanne Gasse ’80, ’81, ’89, has established the Don
and Lois Gasse Memorial Entrance Bursary in memory of
her parents. The fund will support Humanities students
who demonstrate financial need, with a preference to
Indigenous students.
Things that enable our work

Enabling Advancement
The work undertaken by University Advancement in support of McMaster’s strategic priorities depends on a number of enabling factors and strategies including those related to our culture, people, technology, systems, processes, research, training and use of operational budgets. Our aim is to “Be the Best.” Toward that objective, some of the current strategic initiatives include:

- Developing and implementing advanced analytics programs to support strategic outcomes
- Leading a cultural change focused on readiness for growth and change, human resource planning, training and development and learning outcomes
- Ensuring funds received by McMaster are put into action quickly and efficiently and well utilized for their intended purpose

Other goals that guide our activities include:

- Continuing to evolve learning and development opportunities for the University Advancement team and other key University stakeholders
- Ensuring our technology keeps progressing at state-of-the-art levels
- Ensuring the maximum possible level of security for all funder, alumni and advancement information
- Updating and implementing University Advancement’s human resources plan to reflect current priorities
- Maximizing the use of enterprise-wide university systems
- Implementing sound financial planning and practices to ensure resources are used efficiently and strategically
- Undertaking departmental reviews to benchmark and ensure best practices are integrated into our work

MSU President Ikram Farah ’18 with then-MPP for Ancaster-Dundas-Flamborough-Westdale Ted McMeekin ’74

Mel ’52, ’97 and Marilyn Hawkrigg ’00, ’15 attend the President’s Luncheon as part of Alumni Reunion Day in June

Mary Williams ’87, Vice-President, University Advancement and Bob Fitzhenry ’54, ’09 at Alumni Reunion Day in June
Biology professor Patricia Chow-Fraser conducts research in the field at Long Point, Ontario with two of her students.

Ali Emadi (pictured at right) working with one of his students in the McMaster Automotive Research Centre (MARC).

Sandra Stephenson ’78 speaks with attendees at the annual McMaster Alumni Association awards event.

Mary Williams ’87, Vice-President, University Advancement, Peter Sharpe, President, Wilson Foundation, Lynton “Red” Wilson ’62, ’95, Chancellor Emeritus, and President Patrick Deane take part in a stewardship meeting and agreement signing.

Volunteers from the Class of 1957 show off their McMaster pride prior to a reunion event.
An award-winning team

McMaster’s University Advancement team continues to be recognized by its peers as among the best in North America.

In 2018, our dedicated team of advancement professionals received the following accolades from the Canadian Council for the Advancement of Education (CCAE) and the Council for the Advancement and Support of Education (CASE):

1 CCAE Prix d’Excellence Gold Award
2 CCAE Prix d’Excellence Silver Awards

2 CASE District II Gold Awards
3 CASE District II Bronze Awards
1 CASE Circle of Excellence Bronze Award

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REPORT TO THE BOARD OF GOVERNORS
FROM THE
REMUNERATIONS COMMITTEE

i. Ratification of Tentative Agreement – UNIFOR Local 5555, Unit #5
Representing Operations and Maintenance Employees

At its meeting on April 5, 2019, the Remunerations Committee reviewed and approved the tentative agreement between the University and UNIFOR, Local 5555, Unit #5, representing Operations and Maintenance Employees. Details of the agreement are provided in Attachment I of the circulated report.

It is now recommended,

that the Board of Governors approve the tentative agreement between McMaster University and UNIFOR, Local 5555, Unit 5 (Operations and Maintenance Employees) for a 26-month term effective October 1, 2018 expiring November 30, 2020, with terms outlined in the report from the Remunerations Committee.
CONFIDENTIAL

Request for Ratification of Tentative Agreement

between

McMaster University

and

Unifor Local 5555, Unit # 5
Representing Operations & Maintenance Employees

Prepared for: Board of Governors
April 2019
Background and Purpose

On January 31, 2019, the University's Bargaining Team reached a tentative agreement within mandate with Unifor Local 5555, Unit #5, representing employees in Operations & Maintenance. The bargaining unit includes 295 employees.

Pursuant to a written Memorandum of Settlement, the parties agreed to each recommend to their respective principals the ratification of the tentative agreement. Unifor held its ratification vote on February 7, 2019, and confirmed in writing that same day that the tentative agreement was ratified by the bargaining unit members.

On April 5, 2019, the Remuneration Committee of the Board unanimously passed a motion to recommend that the Board of Governors ratify this tentative agreement. A summary of the tentative agreement terms is provided below.

SUMMARY OF TERMS OF TENTATIVE AGREEMENT

Term:
- 26 months, effective October 1, 2018, and expiring November 30, 2020

End Rate Cost:
- Year 1 (October 1, 2018 – September 30, 2019)
- Year 2 (October 1, 2019 – September 30, 2020)
- Year 3 (October 1, 2020 – November 30, 2020)

Wages and Premiums:

Wages
For Classifications 4-10 (Trades), the parties negotiated the following wage increases:
- Year 1: 1.5%
- Year 2: 1.5%

For Classifications 2 & 3 (Custodians), the parties negotiated a new seniority-based wage grid, with the following highlights:
- The Wage Grid has 6 Steps ($15.85 to $18.82)
- Each Step represents an increase of 3.5%, with automatic advancement after every 2 years of seniority

Pension & Benefits
- Employee pension contribution rates will increase from 7%/10% (below/over Yearly Maximum Pensionable Earnings) to 8%/11%, effective November 29, 2020;
- Effective July 1, 2019, health, dental, and GRRSP eligibility will be provided to full-time custodians with a seniority date on or before the date of ratification;
• Modest improvements to safety boots allowance, prescription safety glasses, and bereavement leave provisions;
• Pregnancy and parental leave language amended to ensure compliance with human rights legislation: enhanced pregnancy leave SUB to 90% (from 85%) for up to 17 weeks, removed paternity leave, and introduced parental leave SUB at 90% for up to 2 weeks;
• Vacation entitlement increased to 3 weeks at 4 years of service for Grandparented employees and employees formerly in job classification 1 (casual cleaner), in part to comply with legislated changes and in part to simplify vacation entitlement across the bargaining unit.

Sick Leave Provisions
• Introduced a new sick leave program for full-time employees, to replace the current sick bank system on a trial basis and can be ended by either party on expiry of the collective agreement. The program has the following elements:
  o a 10-day unpaid waiting period;
  o up to 15 weeks' pay following the waiting period, subject to medical documentation;
  o requalification after serving a subsequent 10-day unpaid waiting period;
  o Sick/Personal Days (SPDs) are accrued at a rate of 3 days in every 6-month period and can be used during the 10-day unpaid waiting period;
  o SPDs can be carried forward from one 6-month period to the next, not to exceed 10 SPDs in any 6-month period;
  o SPDs in excess of 10 will be paid out.

Legislative Compliance
• The parties agreed the collective agreement is compliant with the Pay Equity Act.

Operational and Language Highlights:
• Agreed to full-time release of Unit 5 Chairperson, 100% Union paid;
• Aligned many language items with the Unifor Unit 1 collective agreement, including introduction of the Joint Anti-Harassment Committee to investigate harassment and discrimination complaints in accordance with University policies;
• Introduced Storm Emergency language to address the issue of evening and night shift staff requirements, allowing AVP & Chief Facilities Officer to deem a closure to have been called or to have been extended beyond its announced expiry, the close of business, or 11:59pm, as the case may be, as it relates to employees in the Bargaining Unit.
Student Voices on Sexual Violence Survey: Overview of Campus Supports and Outcomes

As Board Members will have seen, the provincial government recently released a summary report of findings from the Student Voices on Sexual Violence Survey conducted in 2018. The survey was instigated to gather information about how student respondents perceive, understand and respond to sexual violence. The summary provides data about responses to questions around students’ experiences of harassment, stalking and non-consensual sexual experiences, both on and off campus. It also includes responses to questions about students’ knowledge of sexual violence supports and satisfaction with institutional responses to sexual violence.

Given the importance of this topic and the University’s ongoing focus on being responsive and providing the education, supports and services that students need, McMaster worked hard to raise awareness of the provincial survey and encourage participation. In total, almost 164,000 university, college and career college students took part. According to the summary report, 31% of McMaster students participated, as against the average provincial participation rate of 26%.

At this stage, only the summary report is available and, in general, the outcomes for McMaster are broadly consistent with those of peer institutions. Statistics Canada data indicates that although Sexual Violence is a problem across our society, individuals of university age have a greater likelihood of being the victims of sexual assault and harassment, with students and non-students facing similar rates of assault. The University is working to understand the information provided by the summary data and identify key areas that require both immediate and longer-term attention. The release of the summary report was accompanied by increased investment by the province, with the Minister announcing a doubling of the province’s investment in the Women’s Campus Safety grant. This additional funding is welcome and will be used in support of our ongoing efforts to prevent sexual violence through prevention, education, supports and services.

Sexual Violence Policy and Protocol
McMaster is one of only a few Ontario universities with a Sexual Violence Response Protocol, which has been in place since 2015. The Protocol provides detailed information about campus supports available, as well as guidance for campus members on how to provide the best support to individuals who disclose an experience of sexual, intimate partner or family violence.

In addition to the Protocol, the University has a dedicated Sexual Violence Policy and Policy on Discrimination and Harassment: Prevention and Response. A review of both policies is currently underway and will be completed to meet the deadline specified by the provincial government. This work is being coordinated by the University Secretariat with the engagement of a range of key offices and stakeholders across campus, including the Equity and Inclusion office, Human Resources Services, Student Support and Case Management, the Faculty of Health Sciences Professionalism Office, and members of the President and Vice-Presidents group.
Sexual Violence Education and Training
As prescribed by the Sexual Violence Policy, the University has also established a Sexual Violence Education Team made up of students, faculty, staff and community partners, and chaired by the Sexual Violence Response Coordinator. The role of this group is to assist in planning, implementing and evaluating prevention education and response training programs and support the University in its work to address sexual violence on campus. Although established prior to the recent provincial announcement, this group will fulfill the government’s requirement for every publicly-assisted college and university in Ontario to create a task force.

Over the past two years more than 8,600 students, staff and faculty across campus have participated in awareness raising, education and training initiatives related to sexual violence. This includes engagement in Welcome Week activities, and annual training of all Welcome Week student leaders, as well as new students, staff and faculty, residence managers, community advisors, MSU clubs executives, student athletes, teaching assistants, security services staff, and student success centre staff, amongst others.

Strategic Approach to Sexual Violence
In the fall of 2018, McMaster’s Associate Vice-President (Equity and Inclusion), engaged campus partners and stakeholders in conversations about taking a more strategic approach to addressing campus sexual violence, to ensure we are using best practices for prevention and adequately responding to the needs of our campus community.

As a result of these conversations, a number of new prevention and response initiatives are being undertaken, including planning to develop and pilot new training for campus community members who may be receiving disclosures, developing and piloting new awareness raising and prevention education activities, including bystander intervention workshops, and planning to enhance and centralize the collection and reporting of data on consultations, disclosures and complaints.

Next Steps
The University will continue its focus on strategic sexual violence prevention, education and response over the coming months and the recent summary report from the student survey will assist in our ongoing consideration of how best to enhance these activities. We will also continue to work actively with peer institutions to understand and assess best practices and build community capacity to address campus sexual violence within the broader social context, in order to better foster a culture of consent and an environment that is free from gender-based harassment, discrimination and violence.

CAMPUS UPDATE

McMaster ranked second in the world for Global Impact in Times Higher Education Rankings
McMaster has placed second in the world in a new international ranking that recognizes the impact universities are making in their own countries and on a global scale. The Times Higher Education Impact rankings are based on the Sustainable Development Goals (SDGs) adopted by the United Nations, which are designed to address the most serious challenges of our time.
More than 450 institutions from 80 countries participated in the rankings, with McMaster being recognized for its deep commitment to the development goals including good health and well-being, decent work and economic growth, building sustainable cities and communities, achieving gender equity and revitalizing global partnerships. The University of Auckland, New Zealand, was ranked #1 overall in the world, with UBC and the University of Manchester, United Kingdom, being placed joint #3.

While McMaster was ranked second overall, we received specific rankings in certain key development goals, including being ranked #1 for Decent Work and Economic Growth, #2 for Good Health and Well-Being, #14 for Sustainable Cities and Communities, #16 for Partnership for the Goals, and #68 for Gender Equality.

This ranking is a great testament to all the work and focus on community engagement, building international partnerships, expanding our research impact and working to revise our internal policies and approach, and will raise McMaster’s profile, both nationally and internationally.

**McMaster Professors recognized as Members of the Order of Canada**

Mohit Bhandari and Jamal Deen became Members of the Order of Canada on March 14. They join four McMaster alumni who were inducted into the Order earlier this year.

Dr. Bhandari is a Professor and the Academic Chair of the Division of Orthopedic Surgery at McMaster. He serves as the Associate Chair of Research of the Department of Surgery at the University and holds a Canada Research Chair in Evidence-Based Orthopedics. He is recognized as a global leader in the promotion of evidence-based surgery and orthopedic research and is also acknowledged as one of the top 10 most cited orthopedic fracture surgeons in the world.

Dr. Deen is a Distinguished University Professor in the Department of Electrical and Computer Engineering and a Senior Canada Research Chair in Information Technology. He is recognized for his profound impact on the development of optical detection, imaging and sensing systems, and on the development of wireless technologies. He is also the President of the Academy of Science of the Royal Society of Canada.

**McMaster Women’s Basketball Team claims first National Title**

After an exciting season, the Women’s Basketball Team overcame Laval Rouge et Or, winning the final 70-58 and claiming the first title in their history. This was also the first time the team had appeared in a national title game.

**Research**

**McMaster Start-Up secures $105M (USD) to commercialize potential Cancer Treatment**

Fusion Pharmaceuticals, a biopharmaceutical company founded at the University and based at McMaster Innovation Park (MIP), has secured $105M (USD) in private financing to help advance a new approach to cancer therapy based on its ground-breaking research.

The company was spun off from the Centre for Probe Development and Commercialization (CPDC), which is located at McMaster. Fusion’s Chief Executive Officer is John Valliant, a...
Professor of Chemistry and Chemical Biology at the University. Fusion’s lead product is designed to seek out and infiltrate cancer cells, delivering a lethal and highly localized dose of radiation. It is intended for use with drug-resistant tumours that do not respond to traditional therapies, which may include lung, prostate, breast and colorectal cancers.

**McMaster receives $8.45M in Health Research Funding**

McMaster is receiving $8.45 million from the federal government to support 13 health research projects. The results of the 2018 fall Canadian Institutes of Health Research project grants competition – part of a national investment of $275 million for health research projects – were shared during an announcement at McMaster on March 14. The thirteen projects supported will focus on a diverse range of health-related issues including muscular dystrophy, diabetic kidney disease, prostate cancer, improving palliative care in the home and community, and income inequality and population health.

**McMaster receives $2M for Leading-Edge Facilities**

Ten McMaster researchers will receive nearly $2 million in infrastructure funding from the Canada Foundation for Innovation to advance their research in a variety of fields. The funding, which comes from the John R. Evans Leaders Fund, is designed to provide researchers with the foundational equipment and facilities to support them to become leaders in their field.

**McMaster Health Forum Celebrates 10th Anniversary**

The McMaster Health Forum has celebrated its 10th anniversary with new grants, partners and milestones, as well as an expanded focus on social systems including the UN Sustainable Development Goals. The Forum recently led an international group that received a $2 million grant from the Hewlett Foundation and Canada’s International Development Research Centre to better support policymakers in efforts to achieve the Sustainable Development Goals. As a result, the Forum has now established Partners for Evidence-driven Rapid Learning in Social Systems to facilitate evidence-informed policymaking around the Sustainable Development Goals in fourteen countries.

In another milestone, the World Health Organization (WHO) and its regional office for the Americas, the Pan-American Health Organization (PAHO), recently renewed the Forum’s designation as the PAHO/WHO Collaborating Centre for Evidence-Informed Policy for a third term of four years. In this role, the Forum supports evidence-informed policymaking at WHO headquarters, regional offices and member states.

**Teaching and Learning**

**MSU celebrates Teaching Excellence with 2019 Teaching Awards**

Twenty members of the McMaster community received recognition for their dedication to teaching at the annual McMaster Student Union (MSU) Teaching Awards ceremony held in March. The awards, which were established in 1978, recognize outstanding teaching performance, including the ability to communicate, and the approachability and enthusiasm of the instructor. Recipients are determined by the number of nominations as well as class evaluations.
Faculty members, sessional instructors, teaching assistants and staff from every Faculty were honoured at the ceremony, with the MSU Lifetime Achievement Award being presented to Judy Major-Giradin, a Professor in the School of the Arts.

The Forge McMaster announces $100K Student Startup Competition Winners
Twelve finalists vied for more than $100,000 in cash prizes in front of a panel of judges and more than 350 attendees at the annual Student Startup Competition held on March 20. The judges for the evening included Jim Orlando, Managing Partner at OMERS Ventures, Sion Balass, Founder and Managing Partner of The Group Investments, and Gay Yuyitung, Executive Director of the McMaster Industry Liaison Office. All finalists received a minimum $6,000 prize to work on their businesses over the summer and the winning teams also received a place in The Forge’s Summer Startup Academy.

Global and Community Engagement

McMaster and University of South-Eastern Norway receive Funding to tackle Global Health issues in Northern Communities
The two institutions have received funding from the Norwegian government to continue their collaborative work in high north regions in both countries. McMaster and USN have been partners since 2015, working together to focus on global health policy related to climate change and mental health in circumpolar populations in both countries.

McMaster Students support people with Parkinson’s Disease
The Hamilton Parkinson’s Chorus, started by a second-year Arts & Science student, gives people with Parkinson’s Disease the chance to experience the therapeutic power of singing. The non-auditioned group meets weekly on the University campus.

McMaster Students team up with City and Community Partners to take action on Climate Change and other Sustainability Issues
Semester@CityLAB is an immersive 15-unit experiential learning course based in downtown Hamilton. Working in interdisciplinary teams, students will have the chance to co-develop sustainability projects with the City of Hamilton and collaborate with members of the community. They will also learn about community engagement through lectures, workshops and field trips that will take them into a range of urban community spaces.

McMaster participates in Cities in Action Climate Change Conference
At the end of March McMaster researchers joined more than 60 speakers and panelists at the Cities in Action: Bay Area Climate Change Summit 2019. The four-day event brought together researchers, community leaders, youth and industry partners to raise awareness about climate change and its impacts on the area. Along with three days of speakers and panels covering topics that included climate and economy, energy and community, and transportation and health, the summit included a one-day youth conference held at McMaster Innovation Park.

The Cities in Action summit was sponsored by the Hamilton Chamber of Commerce and included partnerships with the cities of Hamilton and Burlington, Mohawk College’s Centre for Climate Change Management, McMaster and Sustainable Hamilton Burlington.
REPORT TO THE BOARD OF GOVERNORS
FROM THE
EXECUTIVE AND GOVERNANCE COMMITTEE

i. Updates to Banking, Safekeeping, Securities & Borrowing Resolutions

On March 7, 2019, the Board of Governors approved in principle, on the recommendation of the Executive and Governance Committee, updates to the Banking, Safekeeping, Sale of Securities, Borrowing, and Directions to CIBC Mellon Global Securities Resolutions. The material was also approved by the Planning and Resources Committee. Details of the proposed updates are contained in Attachment I of the circulated report and is now presented to the Board of Governors for final approval.

It is now recommended,

that the Board of Governors approve, the attached Banking, Safekeeping, Sale of Securities, Borrowing, and Directions to the CIBC Mellon Global Securities Services Company resolutions, and amendment to the University By-laws.

ii. Revisions to Appendix E - Resolution Respecting the Execution of Instruments by McMaster University

On March 7, 2019, the Board of Governors approved in principle, on the recommendation of the Executive and Governance Committee, revisions to Appendix E – Resolution Respecting the Execution of Instruments by McMaster University. The material was also approved by the Planning and Resources Committee. Details of the proposed revisions are contained in Attachment II of the circulated report and is now presented to the Board of Governors for final approval.

It is now recommended,

that the Board of Governors approve, the attached revisions to Appendix E Resolution Respecting the Execution of Instruments by McMaster University.

iii. Terms of Reference – Audit and Risk Committee

On April 17, 2019 the Executive and Governance Committee reviewed and approved, for recommendation to the Board of Governors, revisions to By-Law 5(a) – Audit Committee. Details of the proposed revisions are contained in Attachment III of the circulated report and is now presented to the Board of Governors for notice of motion.

It is now recommended,
that the Board of Governors approve in principle, the attached revisions to By-Law 5(a) – Audit Committee within the Board of Governors By-Laws.

Board of Governors: FOR APPROVAL
April 17, 2019
Date: November 13, 2018

To: Planning and Resources Committee

From: Treasurer

Subject: Banking, Safekeeping, Securities & Borrowing Resolutions – updates

I am recommending updates to the Banking, Safekeeping, Sale of Securities, Borrowing, and Directions to CIBC Mellon Global Securities Services Company Resolutions as follows:

- Update the titles of signing officers to reflect new titles that have evolved since the last resolution update:
  - Remove: Director of Finance
  - Add: Controller and Executive Director, Strategic Projects Financial Affairs

A copy of the new Banking, Safekeeping, Sale of Securities, Borrowing, and Directions to the CIBC Mellon Global Securities Services Company resolutions which shows the changes highlighted has been attached to this memo.

It is recommended:

That the Planning and Resources Committee approves, for recommendation to the Executive and Governance Committee, the attached Banking, Safekeeping, Sale of Securities, Borrowing, and Directions to the CIBC Mellon Global Securities Services Company resolutions for recommendation to the Board, and amendment to the University By-laws.
Appendix B

BANKING RESOLUTION

The Board hereby resolves:

1. THAT the banking business of the University, or any part thereof, may be transacted with any one or more of the banks or other corporations (hereinafter referred to as “institutions”) named in Schedule 1 hereto.

2. THAT all such banking business may be transacted on the University's behalf by the Planning and Resources Committee of the Board.

3. THAT the Planning and Resources Committee further delegate to any officer holding the position and having the title listed in Schedule 2 authority to transact any part or parts of such banking business on behalf of the University, subject to the limitations of such authority as may be imposed in such instructions.

4. THAT in this resolution the expression "banking business" includes, without limitation, the operation of the University's accounts; the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders for the payment of money; the giving of receipts for and orders relating to any property of the University; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such institution to do any act or thing on the University's behalf to facilitate such banking business.

5. THAT this resolution and any instructions given pursuant to paragraph 3 hereof to any institution shall remain in force until written notice to the contrary shall have been given to such institution.

6. THAT this resolution shall, from the time of its communication to any institution, supersede any previous resolutions and instructions respecting the transaction of banking business between the University and such institutions.

Schedule 1: McMaster University Banks

Canadian Imperial Bank of Commerce
Bank of Montreal
National Bank of Canada
Bank of Nova Scotia
Royal Bank of Canada
TD Canada Trust
Schedule 2: McMaster University Authorized Bank Signers

The primary currencies used by the University are the Canadian dollar and U.S. dollar. For the purposes of amounts noted in Schedule 2, limits are applicable to either currency.

(1) With respect to bank accounts held at institutions noted in Schedule 1 above:

(a) Cheques up to $100,000.00 require any one of the following signatures:

- President and Vice- Chancellor
- Vice-President (Administration)
- Associate Vice-President (Students and Learning) and Dean of Students
- Assistant Vice-President (Administration) and CFO
- Assistant Vice-President and Chief Human Resources Officer (payroll account(s) only)
- Director of Finance
- Controller
- Executive Director, Strategic Projects Financial Affairs
- Treasurer
- Senior Manager, Accounting & Financial Reporting
- Manager, Financial Reporting
- Manager, Financial Affairs Business Office
- Senior Investment Accounting Analyst
- Senior Investment Analyst
- Senior Accountant
- Director, HR Services and Systems (Payroll Account(s) only)
- Senior Manager, HR Projects, Analytics and Payroll (Payroll Account(s) only)
- Senior HR Payroll Analyst (Payroll account(s) only)
- Manager, Financial Affairs Business Office
- Senior Investment Accounting Analyst
- Senior Investment Analyst
- Senior Accountant
- Director, HR Services and Systems (Payroll Account(s) only)
- Senior Manager, HR Projects, Analytics and Payroll (Payroll Account(s) only)
- Senior HR Payroll Analyst (Payroll account(s) only)

(b) Cheques over $100,000.00 require any two of the signatures in (a).

(c) The following facsimile signatures are acceptable on cheques drawn on any account, however, when a second signature is required by virtue of the amount being over $100,000.00, the second signature must be any one of the signatures in (a) applied manually:

- President and Vice Chancellor
- Vice-President (Administration)

(d) All electronic payment services, such as Wires, EFTs, Bill payments and Government Payments require electronic approvals as follows:

(i) System generated batch payments up to $12,000,000.00 require electronic approval from any one of the positions listed in (a) above; over $12,000,000.00 require electronic approval from any two of the positions listed in (a) above.

(ii) All other payments up to $100,000.00 require electronic approval from any one of the positions listed in (a) above; over $100,000.00 require electronic approval from any two of the positions listed in (a) above.
(e) All bank transfers between bank accounts held by McMaster require any one of the following signatures or electronic approvals:

- President and Vice-Chancellor
- Vice-President (Administration)
- Assistant Vice-President (Administration) and CFO
- Director of Finance
- Controller
- Executive Director, Strategic Projects Financial Affairs
- Treasurer
- Senior Manager, Accounting & Financial Reporting
- Manager, Financial Reporting
- Senior Investment Accounting Analyst
- Senior Investment Analyst
- Senior Accountant
- Investment Operations Analyst
- Financial Analyst – Trust Funds

(2) Foreign electronic payments:

(a) Up to $100,000.00 require any one of the following signatures and/or electronic approvals:

- President and Vice-Chancellor
- Vice-President (Administration)
- Assistant Vice-President (Administration) and CFO
- Director of Finance
- Controller
- Executive Director, Strategic Projects Financial Affairs
- Treasurer
- Senior Manager, Accounting & Financial Reporting
- Manager, Financial Reporting
- Senior Investment Accounting Analyst
- Senior Investment Analyst
- Senior Accountant

(b) Over $100,000.00 require any two of the signatures or electronic approvals in (a).
Appendix C

SAFEKEEPING RESOLUTION

The Board hereby resolves:

1. THAT the CIBC Mellon Global Securities Services Company (and certain of its Affiliates) be and it is hereby authorised on behalf of McMaster University:

   (a) to receive for safekeeping such property including such securities as may from time to time be delivered for such purpose to any office, branch or agency of the Bank;

   (b) to cause any such securities which are capable of registration to be registered in the name of the University, or, when instructed, in the name of the Bank's nominee;

   (c) to hold, deliver, sell, exchange or otherwise dispose of or deal with any or all such property including such securities pursuant to such written instructions as may be given from time to time by or on behalf of the University to the Bank by any two of the Chair of the Board of Governors, the Vice-Chair(s) of the Board of Governors, the Chair of the Planning and Resources Committee of the Board of Governors, the President, the Vice-President (Administration), the Assistant Vice-President (Administration), the Director of Finance, the Controller, the Executive Director, Strategic Projects Financial Affairs, Treasurer or one of the aforementioned together with the Senior Investment Accounting Analyst or Senior Investment Analyst are hereby authorised to give the said Bank instructions from time to time as aforesaid;

   (d) notwithstanding the foregoing, any delivery to this University of any such property including such securities shall be made only to and against the written receipt of any two of the Chair of the Board of Governors, the Vice-Chair(s) of the said Board of Governors, the Chair of the Planning and Resources Committee of the said Board of Governors, the President, the Vice-President (Administration);

   (e) to transfer any such property including any such securities to another office, branch or agency of the Bank than the office, branch or agency of the Bank to which or to whom such property was originally delivered, but the Bank shall immediately notify the Assistant Vice-President (Administration) of the University in writing of any such transfer;

   (f) to detach on maturity the coupons, if any, from the securities and to complete as agent of the University any ownership certificates in connection therewith and to surrender any securities against receipt of moneys payable at maturity or upon redemption thereof; but the Bank is not obliged to examine lists of drawn and redeemed bonds or notices relating to coupons or dividends or to advise the undersigned of the expiry of rights or warrants in connection with the securities;

   (g) to obtain and receive payment of any moneys, whether on account of principal or revenues, in respect of any such securities, and to place the moneys so received in respect of the securities or any rights pertaining thereto to the credit of the University at the Westdale Hamilton Branch of the Bank, Deposit Account or to deal
with such moneys in accordance with the written instructions of any two of the persons mentioned in paragraph (c).

2. The University agrees that the responsibility of the Bank in respect of any or all such property including such securities and proceeds shall be to exercise such due and proper care with respect to such property including such securities and proceeds as if such property including such securities and proceeds were the property of the Bank.

3. The University undertakes to pay to the Bank the agreed safekeeping charges for its services hereunder which the Bank is hereby authorised to debit to any account of the University with the Bank.

4. This resolution shall take effect on the XXXX, 2019 1st day of July, 2017 and from that date shall supersede a resolution passed by the Board of Governors of the University on the 1st day of July, 2017 46th day of June 2005 and shall remain in force and effect as regards each office, branch or agency of the Bank having in its custody any of such property including such securities of the University until notice in writing abrogating or modifying this agreement is received by such office, branch or agency of the Bank.

The Board further resolves:

That McMaster University may enter into a Safekeeping Agreement with the CIBC Mellon Global Securities Services Company (and certain of its Affiliates), in accordance with the provisions of the foregoing resolution.
Appendix D

RESOLUTION FOR THE SALE OF SECURITIES

The Board hereby resolves:

1. THAT any two of the Chair of the Board of Governors, the Vice-Chair(s) of the Board of Governors, the Chair of the Planning and Resources Committee of the Board of Governors, the President, the Vice-President (Administration), the Assistant Vice-President (Administration), the Director of Finance, the Controller, the Executive Director, Strategic Projects Financial Affairs, Treasurer or one of the aforementioned together with the Senior Investment Accounting Analyst or the Senior Investment Analyst of this University be, and they hereby are, fully authorised and empowered to transfer, convert, endorse, sell, assign, set over and deliver any and all shares of stock, bonds, debentures, notes, subscription warrants, stock purchase warrants, evidence of indebtedness, or other securities now or hereafter standing in the name of or owned by this University, and to make, execute and deliver, under the corporate seal of this University or otherwise, any and all written instruments of assignment and transfer necessary or proper to effectuate the authority hereby conferred.

2. AND FURTHER that there shall be annexed to any instrument of assignment and transfer, executed pursuant to and in accordance with the foregoing resolution, a certificate of the Secretary of the Board, Vice-President (Administration) or Assistant Vice-President (Administration) of this University in office at the date of such certificate, and such certificate shall set forth these resolutions and shall state these resolutions are in full force and effect, and shall also set forth the names of the persons who are then officers of this University, then all persons to whom such instrument with the annexed certificate shall thereafter come shall be entitled without further inquiry or investigation and regardless of the date of such certificate to assume and to act in reliance upon the assumption that the shares of stock or other securities named in such instrument were theretofore duly and properly transferred, endorsed, sold, assigned, set over and delivered by this University, and that with respect to such securities the authority of these resolutions and of such officers is still in full force and effect.

Board of Governors
June 8, 2017 XXXX, 2019
Appendix F

RESOLUTION RESPECTING DIRECTIONS TO
THE CIBC MELLON GLOBAL SECURITIES SERVICES COMPANY
BY McMASTER UNIVERSITY

The Board hereby resolves:

1. a) THAT directions or approvals given by the University under or pursuant to Section 4 of the Master Trust Agreement between McMaster University and CIBC Mellon Trust Company dated July 1, 2000, the Participating Trust Agreement for the Contributory Pension Plan for Salaried Employees of McMaster University including McMaster Divinity College dated July 1, 2000, the Participating Trust Agreement for the Contributory Pension Plan for Salaried Employees of McMaster University including McMaster Divinity College 2000 dated July 1, 2000 and the Trust and Custodial Services Agreement for the Contributory Pension Plan for Hourly-rated Employees dated June 30, 1999; and

b) THAT directions or approvals given by the University under or pursuant to Section 4 of the Custodial Services Agreements between McMaster University and the CIBC Mellon Global Securities Services Company (and certain of its Affiliates) dated June 30, 1999 for the Investment Pool, which includes the General Trust and Endowment Funds and certain other restricted funds

shall be given on behalf of the University by any two of the President, the Vice-President (Administration), the Assistant Vice-President (Administration), the Director of Finance, the Controller, the Executive Director, Strategic Projects Financial Affairs, the Treasurer or one of the aforementioned together with one of the Assistant Vice-President and Chief Human Resources Office, Director, HR Services and Systems, Senior Manager, HR Projects, Analytics and Payroll, Senior Manager, Total Rewards, , the Senior Investment Accounting Analyst or the Senior Investment Analyst.

2. THAT this resolution shall take effect on the 7th day of June, 2018 XXXX, 2019.

Board of Governors

June 7, 2018 XXXX, 2019
Appendix G

BORROWING RESOLUTION

The Board hereby resolves:

1. THAT the powers contained in clause 1 (a) of By-Law Number 3 being a by-law respecting the borrowing of money, the issuing of securities and the securing of liabilities by the University, be and they are hereby delegated to any two of the Chair of the Board, the Vice-Chair(s) of the Board, the Chair of the Planning and Resources Committee, the President, the Vice-President (Administration), the Assistant Vice-President (Administration), the Controller, the Executive Director, Strategic Projects Financial Affairs, the Treasurer for amounts up to $100,000. For amounts in excess of $100,000 these same powers are delegated to any two of the Chair of the Board, the Vice-Chair(s) of the Board, the Chair of the Planning and Resources Committee; or one of the aforementioned together with one of the President or the Vice-President (Administration).

2. THAT this resolution shall take effect on the XXXX, 2019 1st day of July, 2017 and from that date shall supersede a resolution passed by the Board of Governors on the 1st day of July, 2017. 48th day of December, 2008.

Board of Governors
June 8, 2017 XXXX, 2019
Appendix B

BANKING RESOLUTION

The Board hereby resolves:

1. THAT the banking business of the University, or any part thereof, may be transacted with any one or more of the banks or other corporations (hereinafter referred to as “institutions”) named in Schedule 1 hereto.

2. THAT all such banking business may be transacted on the University's behalf by the Planning and Resources Committee of the Board.

3. THAT the Planning and Resources Committee further delegate to any officer holding the position and having the title listed in Schedule 2 authority to transact any part or parts of such banking business on behalf of the University, subject to the limitations of such authority as may be imposed in such instructions.

4. THAT in this resolution the expression "banking business" includes, without limitation, the operation of the University's accounts; the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders for the payment of money; the giving of receipts for and orders relating to any property of the University; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such institution to do any act or thing on the University's behalf to facilitate such banking business.

5. THAT this resolution and any instructions given pursuant to paragraph 3 hereof to any institution shall remain in force until written notice to the contrary shall have been given to such institution.

6. THAT this resolution shall, from the time of its communication to any institution, supersede any previous resolutions and instructions respecting the transaction of banking business between the University and such institutions.

Schedule 1: McMaster University Banks

- Canadian Imperial Bank of Commerce
- Bank of Montreal
- National Bank of Canada
- Bank of Nova Scotia
- Royal Bank of Canada
- TD Canada Trust
Schedule 2: McMaster University Authorized Bank Signers

The primary currencies used by the University are the Canadian dollar and U.S. dollar. For the purposes of amounts noted in Schedule 2, limits are applicable to either currency.

(1) With respect to bank accounts held at institutions noted in Schedule 1 above:

(a) Cheques up to $100,000.00 require any one of the following signatures:
   - President and Vice-Chancellor
   - Vice-President (Administration)
   - Associate Vice-President (Students and Learning) and Dean of Students
   - Assistant Vice-President (Administration) and CFO
   - Assistant Vice-President and Chief Human Resources Officer (payroll account(s) only)
   - Controller
   - Executive Director, Strategic Projects Financial Affairs
   - Treasurer
   - Senior Manager, Accounting & Financial Reporting
   - Manager, Financial Reporting
   - Manager, Financial Affairs Business Office
   - Senior Investment Accounting Analyst
   - Senior Investment Analyst
   - Senior Accountant
   - Director, HR Services and Systems (Payroll Account(s) only)
   - Senior Manager, HR Projects, Analytics and Payroll (Payroll Account(s) only)
   - Senior HR Payroll Analyst (Payroll account(s) only)

(b) Cheques over $100,000.00 require any two of the signatures in (a).

(c) The following facsimile signatures are acceptable on cheques drawn on any account, however, when a second signature is required by virtue of the amount being over $100,000.00, the second signature must be any one of the signatures in (a) applied manually:
   - President and Vice Chancellor
   - Vice-President (Administration)

(d) All electronic payment services, such as Wires, EFTs, Bill payments and Government Payments require electronic approvals as follows:

   (i) System generated batch payments up to $12,000,000.00 require electronic approval from any one of the positions listed in (a) above; over $12,000,000.00 require electronic approval from any two of the positions listed in (a) above.

   (ii) All other payments up to $100,000.00 require electronic approval from any one of the positions listed in (a) above; over $100,000.00 require electronic approval from any two of the positions listed in (a) above.
(e) All bank transfers between bank accounts held by McMaster require any one of the following signatures or electronic approvals:

- President and Vice-Chancellor
- Vice-President (Administration)
- Assistant Vice-President (Administration) and CFO
- Controller
- Executive Director, Strategic Projects Financial Affairs
- Treasurer
- Senior Manager, Accounting & Financial Reporting
- Manager, Financial Reporting
- Senior Investment Accounting Analyst
- Senior Investment Analyst
- Senior Accountant
- Investment Operations Analyst
- Financial Analyst – Trust Funds

(2) Foreign electronic payments:

(a) Up to $100,000.00 require any one of the following signatures and/or electronic approvals:

- President and Vice-Chancellor
- Vice-President (Administration)
- Assistant Vice-President (Administration) and CFO
- Controller
- Executive Director, Strategic Projects Financial Affairs
- Treasurer
- Senior Manager, Accounting & Financial Reporting
- Manager, Financial Reporting
- Senior Investment Accounting Analyst
- Senior Investment Analyst
- Senior Accountant

(b) Over $100,000.00 require any two of the signatures or electronic approvals in (a).
Appendix C

SAFEKEEPING RESOLUTION

The Board hereby resolves:

1. THAT the CIBC Mellon Global Securities Services Company (and certain of its Affiliates) be and it is hereby authorised on behalf of McMaster University:

   (a) to receive for safekeeping such property including such securities as may from time to time be delivered for such purpose to any office, branch or agency of the Bank;

   (b) to cause any such securities which are capable of registration to be registered in the name of the University, or, when instructed, in the name of the Bank's nominee;

   (c) to hold, deliver, sell, exchange or otherwise dispose of or deal with any or all such property including such securities pursuant to such written instructions as may be given from time to time by or on behalf of the University to the Bank by any two of the Chair of the Board of Governors, the Vice-Chair(s) of the Board of Governors, the Chair of the Planning and Resources Committee of the Board of Governors, the President, the Vice-President (Administration) the Assistant Vice-President (Administration), the Controller, the Executive Director, Strategic Projects Financial Affairs, Treasurer or one of the aforementioned together with the Senior Investment Accounting Analyst or Senior Investment Analyst are hereby authorised to give the said Bank instructions from time to time as aforesaid;

   (d) notwithstanding the foregoing, any delivery to this University of any such property including such securities shall be made only to and against the written receipt of any two of the Chair of the Board of Governors, the Vice-Chair(s) of the said Board of Governors, the Chair of the Planning and Resources Committee of the said Board of Governors, the President, the Vice-President (Administration);

   (e) to transfer any such property including any such securities to another office, branch or agency of the Bank than the office, branch or agency of the Bank to which or to whom such property was originally delivered, but the Bank shall immediately notify the Assistant Vice-President (Administration) of the University in writing of any such transfer;

   (f) to detach on maturity the coupons, if any, from the securities and to complete as agent of the University any ownership certificates in connection therewith and to surrender any securities against receipt of moneys payable at maturity or upon redemption thereof; but the Bank is not obliged to examine lists of drawn and redeemed bonds or notices relating to coupons or dividends or to advise the undersigned of the expiry of rights or warrants in connection with the securities;

   (g) to obtain and receive payment of any moneys, whether on account of principal or revenues, in respect of any such securities, and to place the moneys so received in respect of the securities or any rights pertaining thereto to the credit of the University at the Westdale Hamilton Branch of the Bank, Deposit Account or to deal
with such moneys in accordance with the written instructions of any two of the persons mentioned in paragraph (c).

2. The University agrees that the responsibility of the Bank in respect of any or all such property including such securities and proceeds shall be to exercise such due and proper care with respect to such property including such securities and proceeds as if such property including such securities and proceeds were the property of the Bank.

3. The University undertakes to pay to the Bank the agreed safekeeping charges for its services hereunder which the Bank is hereby authorised to debit to any account of the University with the Bank.

4. This resolution shall take effect on the XXXX, 2019 and from that date shall supersede a resolution passed by the Board of Governors of the University on the 1st day of July, 2017 and shall remain in force and effect as regards each office, branch or agency of the Bank having in its custody any of such property including such securities of the University until notice in writing abrogating or modifying this agreement is received by such office, branch or agency of the Bank.

**The Board further resolves:**

That McMaster University may enter into a Safekeeping Agreement with the CIBC Mellon Global Securities Services Company (and certain of its Affiliates), in accordance with the provisions of the foregoing resolution.

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Board of Governors

XXXX, 2019
Appendix D

RESOLUTION FOR THE SALE OF SECURITIES

The Board hereby resolves:

1. THAT any two of the Chair of the Board of Governors, the Vice-Chair(s) of the Board of Governors, the Chair of the Planning and Resources Committee of the Board of Governors, the President, the Vice-President (Administration), the Assistant Vice-President (Administration), the Controller, the Executive Director, Strategic Projects Financial Affairs, Treasurer or one of the aforementioned together with the Senior Investment Accounting Analyst or the Senior Investment Analyst of this University be, and they hereby are, fully authorised and empowered to transfer, convert, endorse, sell, assign, set over and deliver any and all shares of stock, bonds, debentures, notes, subscription warrants, stock purchase warrants, evidence of indebtedness, or other securities now or hereafter standing in the name of or owned by this University, and to make, execute and deliver, under the corporate seal of this University or otherwise, any and all written instruments of assignment and transfer necessary or proper to effectuate the authority hereby conferred.

2. AND FURTHER that there shall be annexed to any instrument of assignment and transfer, executed pursuant to and in accordance with the foregoing resolution, a certificate of the Secretary of the Board, Vice-President (Administration) or Assistant Vice-President (Administration) of this University in office at the date of such certificate, and such certificate shall set forth these resolutions and shall state these resolutions are in full force and effect, and shall also set forth the names of the persons who are then officers of this University, then all persons to whom such instrument with the annexed certificate shall thereafter come shall be entitled without further inquiry or investigation and regardless of the date of such certificate to assume and to act in reliance upon the assumption that the shares of stock or other securities named in such instrument were theretofore duly and properly transferred, endorsed, sold, assigned, set over and delivered by this University, and that with respect to such securities the authority of these resolutions and of such officers is still in full force and effect.

Board of Governors
XXXX, 2019
RESOLUTION RESPECTING DIRECTIONS TO
THE CIBC MELLON GLOBAL SECURITIES SERVICES COMPANY
BY McMASTER UNIVERSITY

The Board hereby resolves:

1. a) THAT directions or approvals given by the University under or pursuant to Section 4 of the Master Trust Agreement between McMaster University and CIBC Mellon Trust Company dated July 1, 2000, the Participating Trust Agreement for the Contributory Pension Plan for Salaried Employees of McMaster University including McMaster Divinity College dated July 1, 2000, the Participating Trust Agreement for the Contributory Pension Plan for Salaried Employees of McMaster University including McMaster Divinity College 2000 dated July 1, 2000 and the Trust and Custodial Services Agreement for the Contributory Pension Plan for Hourly-rated Employees dated June 30, 1999; and

   b) THAT directions or approvals given by the University under or pursuant to Section 4 of the Custodial Services Agreements between McMaster University and the CIBC Mellon Global Securities Services Company (and certain of its Affiliates) dated June 30, 1999 for the Investment Pool, which includes the General Trust and Endowment Funds and certain other restricted funds shall be given on behalf of the University by any two of the President, the Vice-President (Administration), the Assistant Vice-President (Administration), the Controller, the Executive Director, Strategic Projects Financial Affairs, the Treasurer or one of the aforementioned together with one of the Assistant Vice-President and Chief Human Resources Office, Director, HR Services and Systems, Senior Manager, HR Projects, Analytics and Payroll, Senior Manager, Total Rewards, the Senior Investment Accounting Analyst or the Senior Investment Analyst.

2. THAT this resolution shall take effect on the XXXX, 2019.

Board of Governors
XXXX, 2019
Appendix G

BORROWING RESOLUTION

The Board hereby resolves:

1. THAT the powers contained in clause 1 (a) of By-Law Number 3 being a by-law respecting the borrowing of money, the issuing of securities and the securing of liabilities by the University, be and they are hereby delegated to any two of the Chair of the Board, the Vice-Chair(s) of the Board, the Chair of the Planning and Resources Committee, the President, the Vice-President (Administration), the Assistant Vice-President (Administration), the Controller, the Executive Director, Strategic Projects Financial Affairs, the Treasurer for amounts up to $100,000. For amounts in excess of $100,000 these same powers are delegated to any two of the Chair of the Board, the Vice-Chair(s) of the Board, the Chair of the Planning and Resources Committee; or one of the aforementioned together with one of the President or the Vice-President (Administration).

2. THAT this resolution shall take effect on the XXXX, 2019 and from that date shall supersede a resolution passed by the Board of Governors on the 1st day of July, 2017.

Board of Governors

XXXX, 2019
January 18, 2019

To: Planning and Resources Committee

From: AVP (Administration) & Chief Financial Officer

Re: Revisions to Appendix E - Resolution Respecting the Execution of Instruments by McMaster University

Background
In accordance with the 1976 McMaster University Act, Section 9, the Board is responsible for the management and control of the University's conduct with respect to property, revenues, business and affairs. Appendix E is the Board resolution to designate who is authorized to sign deeds, transfers, assignments, contracts, obligations, agreements or other documents on behalf of the University.

Each year the Financial Affairs office undertakes a review of Appendix E, engaging Vice-Presidents and key AVP stakeholders, to identify if amendments are needed due to title changes or meet evolving business needs. Enclosed is a copy of the redlined Appendix E and a clean copy. The key recommended changes include:

• Title adjustments reflecting role title changes occurring over the course of the past 12 months;
• Role additions to the Capital related charts to ensure reasonable back-up support exists when approvals are needed;
• Removal of the chart A.4 footer for change-order authority by adopting the main body of chart A.4 for change-orders (resulting in enhanced alignment with existing signatories and added role back-ups);
• Unit-level approval threshold modification from $50,000 to $100,000

Unit level approval change
We are recommending an increase in the unit level for the following reasons:

1. aligning unit level authority up to the level defined within Broader Public Sector Accountability Act for institutional policy application
2. consistency with other research intensive comparator institutions (McGill, Western, Queen’s, see details in Appendix 1)
3. It will enable efficiencies within the departments allowing unit level owners, often Directors, to procure items in accordance with the Strategic Procurement policy and the Broader Sector Accountability Act without the need for an additional more senior signatory for items between $50,000 and $100,000. These efficiencies, if approved, will be incorporated into the implementation of MacBuy, which applies approval workflows and will be used by the procurement system for requisitions and purchase orders.

This increase affects over 1,000 staff using the system. We do not regard this change to increase any material risk for reasons noted below:

Further Explanation Regarding Threshold Change
At McMaster, unit budgets are managed by unit level Managers, Directors, or higher-level roles. Each unit reports up to an area envelope owner being a Vice-President or the President, who according to our Act and By-laws are ultimately accountable for their budget portfolio to Budget Committee (as delegated by the President).

The unit level owner reports budget and actual results (and explains variances) in a pre-defined budget template. At McMaster, variances for revenue and expense segments greater than $100,000 or 10% must be explained to budget committee (a segment represents operating allocation, other revenues, recoveries, salaries, benefits, and other expenses).
The budget templates completed by unit level owners are reviewed by the Budgeting Services department for completeness along with the respective area Vice-President portfolio owner prior to submission to Budget Committee for formal receiving. Budget templates are also shared with Deans and Directors of Finance and Administration who participate in a Budget Committee conference. The conference attendees are able to ask broad review questions of the unit level owners during the conference allowing for real-time responses before each area budget, projections, and actuals are received by the Budget Committee.

**Further Information Regarding MacBuy**

MacBuy is an electronic shopping cart tool that will load Strategic Procurements’ pre-negotiated approved vendor contracts and pricing schedules into the shopping system. The loaded items are considered “best” negotiated prices, most of which occur using an Ontario-wide or other collaborative negotiation process. Adjusting the approval threshold allows workflow for items less than $100,000 to be entered by an approved shopper, requisitioner, or requisitioner/approver, which is then flowed to the unit level leader (manager, director, or higher) for workflow approval before the requisition request is converted into a purchase order by Strategic Procurement.

The MacBuy system provides increased pricing controls to the University and requires all requisition activity above $10,000 to occur within this price-controlled environment. The MacBuy system includes built-in analytics that informs Strategic Procurement of volumes by product item, which allows McMaster to negotiate better pricing deals in the future by focusing our deepest discounts onto the line items units need the most.

Increasing the threshold from $50,000 to $100,000 is recommended for its administrative efficiency and based on the fact that MacBuy prices available to unit level owners have been pre-negotiated and loaded into MacBuy by Strategic Procurement. For Limited Tendering Forms (LTFs) the process includes further one-up envelope approval and AVP (Administration) and Chief Financial Officer authorization.

With MacBuy, the budget oversight processes remain in place and unchanged. Continuous internal audits (quarterly) examining procurement processes will remain in place as well. Internal audits, since the implementation of Mosaic, have found controls adequate without issues identified or further management recommendations. Finally, the annual external audit processes will remain in place and no management letter points have been raised with respect to procurement processes since Mosaic.

**Conclusion on Threshold**

In order to improve McMaster’s administrative efficiencies and align thresholds to *BPSAA*, thresholds by which “house-rules” apply ($100,000 or less) without increased compliance or spend risk, the unit level threshold is recommended to move from $50,000 to $100,000.

**Recommendation**

That the Planning and Resources Committee, approve for recommendation to the Board of Governors, the attached revisions to Appendix E Resolution Respecting the Execution of Instruments by McMaster University.
Appendix 1: University thresholds for Comparable Higher Education Institutions (defined as large Universities with high research Intensity)

McGill:

Vice Presidents (VPs) are authorized to executed contracts up to $4M, VPs can delegate procurement/signing authority to Grade 7 or above level employees for amount $100,000 or less. The Provost, Secretariat, Counsel are able to sign/buy $2M or less, with same delegation ability for $100,000 or less. Similar to McMaster, signing officers may delegate to individuals/unit leads within their.

For more information, refer to McGill’s website: https://mcgill.ca/secretariat/files/secretariat/appendix_a_signing_policy_may_2018.pdf

Queens University:

Signing authorities for up to $100,000 are delegated to the Department Head or Area Director levels.
University of Toronto:

No threshold dollar amount is defined in the University’s Execution of Instruments by-law, instead reference is “if within the unit’s budget” roles identified for the approval are head of unit and above (same as ours). Reference to the purchasing policy identifies required number of quotes by threshold, but does not defined further approval levels by role, relevant excerpt below:

(1) Specific classes of contracts and documents in the normal course of business and consistent with university policies and procedures not requiring signature under seal may also be approved and signed as follows:

(a) Agreements in the normal course of business for the purchase of goods or services for a budget unit, using that unit’s funds, and conforming to the requirements of the University’s Purchasing Policy and other relevant policies, may be approved and signed by the Principal, Dean, Vice-Dean, Associate Dean, Director, Chair or other head of the budget unit or by their designate given written authority to make such purchases by the Principal, Dean, Vice-Dean, Associate Dean, Director, Chair or other head of the budget unit. All capital leases (i.e., those with purchase commitments) are reviewed by the Procurement Services Department, which retains executed copies of the documents.

University of British Columbia:

Authority is at the unit level (head) up to $75,000, further details would require contacting them since their policies are not public.
Appendix E

RESOLUTION RESPECTING THE EXECUTION OF INSTRUMENTS BY McMaster University

I JURISDICTION AND PURPOSE

1. The 1976 Act, Section 9, vests in the Board the government, conduct, management, and control of the University and of its property, revenues, business and affairs. In Board By-law No. 5, the Board has authorised officers of the University to sign deeds, transfers, assignments, contracts and obligations on behalf of the University.

2. The purpose of this resolution is to designate clearly which persons are authorised to sign deeds, transfers, assignments, contracts, obligations, agreements or documents on behalf of the University when such documents have been approved by the appropriate body or official of the University. These include all documents related to the University receiving money, to the purchase or lease of goods and services and to agreements having no financial commitment.

3. All dollar amounts cited in this document are exclusive of duties, taxes and shipping charges. Contracts that span over a period of greater than one (1) year should not be broken down into annual amounts when assessing the appropriate level of contract execution.

4. This resolution shall not apply to the signing on behalf of the University of the certificates and other academic documents arising from the actions of the Senate in accordance with the 1976 Act, Section 13.

II RESPONSIBILITIES AND CONFLICT OF INTEREST

1. Persons with signing authority have the responsibility to exercise their authority in the manner of a prudent University administrator. Where the commitment involves Real Estate, the Vice-President (Administration) shall review the documents. Depending upon the nature and complexity of the agreement to be signed, the responsibility of persons with signing authority shall include an assessment of some or all of the following:

   a) the ability of the University to meet any financial obligations resulting from the agreement;

   b) the ability of the other party(ies) to meet its (their) obligations;

   c) compliance with labour legislation, employee collective agreements, sponsor guidelines, tax legislation, other legislative and regulatory requirements, and applicable University policies;

   d) whether all approvals required by any applicable policy or practice have been obtained for the contract;

   e) whether terms and conditions of the contract should be reviewed by Strategic Procurement;

   f) in association with the Vice-President (Administration), whether legal advice is needed;

   g) the financial and other benefits that are expected to flow to the University as a result of the contract;
h) whether the overhead rate, if any, included in the contract is consistent with University guidelines;

i) the provisions regarding intellectual property requirements, physical, bodily injury and personal injury indemnities, and environmental liabilities.

2. Persons designated or appointed under this resolution shall not exercise their signing authority in circumstances where conflicts of interest exist or could be seen to exist; in addition, such persons shall inform their immediate supervisor when such circumstances exist. [Persons designated or appointed under this resolution are referred to “Conflict of Interest Policy for Employees” (2012), the “Statement on Conflict of Interest in Research” (2009) and “Statement of Ethics for Senior Executive Officers” (1990).]

3. One of the original signed contracts (if retained by the University) must be deposited with the Vice-President (Administration) or be maintained in a location approved by the Vice-President (Administration).

4. Vice Presidents must ensure a register of contractual documents pertaining to their portfolio is maintained, excluding documents for the purchase of goods and services which are maintained by Strategic Procurement.

   That register is to include:

   a) a list of contractual documents signed by the appropriate individuals and the corresponding execution date;

   b) the name of any other party or parties signing the documents and their respective execution dates;

   c) a brief description of the subject matter contained in the documents;

   d) the effective start and termination date and the actual or estimated amount of each contractual obligation.

III RESOLUTION

The Board hereby resolves:

1. That each of the following University officers be and is hereby authorised, where required, to affix the corporate name and seal of the University on all deeds, transfers, assignments, contracts, obligations or documents on behalf of the University, provided that the agreement has been signed in accordance with the provisions of this policy: the Chair of the Board, the Vice-Chair(s) of the Board, the Chair of the Planning and Resources Committee, the Secretary of the Board, the President, the Provost, the Vice-President (Administration), the Dean and Vice-President (Health Sciences), the Vice-President (Research) and the Vice-President (University Advancement).

2. Notwithstanding provisions found elsewhere in this resolution, any contract or agreement to which the corporate seal is to be affixed must include the signature of an officer authorised by the Board of Governors to affix to seal.
3. The personnel authorised to execute contracts and agreements relating to the operation and development of the University and to bind the University to the terms thereof shall depend on the dollar amount of such contracts and agreements, the subject matter of such contracts and agreements as set out below and whether or not the University is receiving or paying out money under the contract or agreement. For agreements that span over a period of greater than one (1) year, dollar amounts, including annual maintenance fees, should be aggregated across all years and should not be broken down into per annum amounts when assessing the proper authorisation required.
Authority Matrices

Contracts

Signing authority for contracts and agreements above $510,000, and to bind the University to the terms thereof, must be executed by a minimum of two approvers from the charts below, one of whom must be from the highest level.

No contract over $10,000 for the purchase of goods or services may be released until approved through the University’s enterprise electronic system using the charts below.

Where a purchase represents a renewal the thresholds below apply to the total cost of the previous term(s) and new term.

Purchase requisitions related to the purchase or lease by the University of Goods and Services and/or Real Estate will be approved in the electronic system by the authorities given in the charts below.

A.1 All Funds: excluding the Research Fund (see A.2) and Capital Fund (see A.3 and A.4)

<table>
<thead>
<tr>
<th>Department and/or Project Holder (Account Holder)</th>
<th>Only for Technology – Chief Technology Officer (Hardware or software related goods or services)</th>
<th>One of area: AVP^, Dean, VP</th>
<th>Following Planning and Resources Committee Approval: One of: AVP(Administration) and Chief Financial Officer, VP(Administration), Provost, President</th>
<th>Following Board of Governors Approval: One of: VP(Administration), Provost, President, Board Secretary, Board Chair</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; $5,100,000</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$5,100,000 up to $1,999,999</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$2,000,000 up to $9,999,999</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Over $10,000,000</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Additional Signature must be at least one level up from 1st The individual approving signs to confirm Board/Committee approval.

AVP^ signing officers include: Assistant Vice-President, Associate Vice-President, Vice-Provost, Registrar, University Librarian, Treasurer, Director of Faculty Administration, Director of Research Finance and Administration, Associate Dean of Education Services (Faculty of Health Sciences), and Controller.
### A.2 Research Fund

<table>
<thead>
<tr>
<th>Project Holder (Account Holder)</th>
<th>Secondary Research Office (Central FHS-HRS)</th>
<th>Only for Technology – Chief Technology Officer (Hardware or software related goods or services)</th>
<th>Following Planning and Resources Committee Approval: One of: AVP[^2] or VP (Administration) and Chief Financial Officer, Area VP, VP(Administration), Provost, President</th>
<th>Following Board of Governors Approval: One of: VP(Administration), Provost, President, Board Secretary, Board Chair</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; $5,100,000</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$5,100,000 up to $19,999,999</td>
<td>X X X</td>
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<td>X</td>
<td></td>
</tr>
<tr>
<td>$2,000,000 up to $9,999,999</td>
<td>X X X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Over $10,000,000</td>
<td>X X X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Additional Signature must be at least one level up from 1st.

The individual approving signs to confirm Board/Committee approval.

AVP[^2] signing officers include: Associate Vice-President (Research), Assistant Vice-President, Research Administration, Associate Dean, Health Sciences (Research), Director of Research Finance Administration and Finance for University Research Envelope, Assistant Vice-President and Chief Administrative Officer (Faculty of Health Sciences), and Assistant Dean, Research Infrastructure.
### Appendix E – Resolution Respecting the Executive of Instruments by McMaster University  

#### A.3 Capital Fund (Project Approval)

<table>
<thead>
<tr>
<th>Amount</th>
<th>One of, Director of Design and Construction, Director of Maintenance</th>
<th>AVP (Facilities Services) or VP (Administration)</th>
<th>Following Planning and Resources Committee Approval:</th>
<th>Following Board of Governors Approval:</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; $500,000</td>
<td>X</td>
<td>X</td>
<td>VP (Administration) and Chief Financial Officer</td>
<td>One of: AVP (Administration) and Chief Financial Officer, Provost, or President.</td>
</tr>
<tr>
<td>$500,000 up to $4,999,999</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>Provost, President, Board Secretary, Board Chair</td>
</tr>
<tr>
<td>$5,000,000 up to $9,999,999</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Over $10,000,000</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Cumulative cost overruns exceeding the lesser of (i) 25% of the original approved overall project budget, or (ii) $500,000, require re-approval by the highest original approver. *

- Additional Signature must be at least one level up from 1st
- The individual approving signs to confirm Board/Committee approval.

*N.B. If cost overruns result in a total revised value that coincides with a higher approval threshold, then the approval of the higher level approver must also be obtained.

*Cost overruns on Board or Planning and Resources Committee approved projects will be reported to the Planning and Resources Committee at its next meeting.
### Appendix E – Resolution Respecting the Executive of Instruments by McMaster University

**A.4 Capital Fund (Award of Purchase Orders/Contracts) including Professional Consultants**

<table>
<thead>
<tr>
<th></th>
<th>One of, Director of Design and Construction, or Director of Maintenance</th>
<th>AVP (Facilities Services) or Director, Design and Construction VP (Administration)</th>
<th>VP (Administration) or AVP (Administration) and Chief Financial Officer</th>
<th>Following Planning and Resources Committee Approval: One of: AVP(Administration) and Chief Financial Officer, Provost, or President.</th>
<th>Following Board of Governors Approval: One of: Provost, President, Board Secretary, Board Chair</th>
</tr>
</thead>
<tbody>
<tr>
<td>$&lt; 500,000</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$500,000 up to $499,999</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$500,000 up to $1,999,999</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$2,000,000 up to $9,999,999</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Over $10,000,000</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Change Orders to existing Contracts/Purchase Orders which do not increase the approved Overall Project Budget require approval as follows:

1. Individual Change Order of value less than $50,000 to be approved by Director of Design and Construction.
2. Individual Change Order $50,000 up to $499,999 to be approved by Assistant Vice-President and Chief Facility Officer.
3. Individual Change Order $500,000 up to $1,999,999 to be approved by Vice-President (Administration).
4. Individual Change Order $2,000,000 up to $9,999,999 to be approved by the Planning and Resources Committee.
5. Individual Change Order $10,000,000 to be approved by the Board of Governors, following Planning and Resources Committee endorsement, in accordance with the thresholds and roles noted above.

Individual Change Orders that cumulatively add up to more than the approved overall project budget but do not result in an increase to overall project budget are to be advised to the next level approver for review. If change orders, alone or cumulatively, result in an increase to the overall project budget, approval for the increased overall project budget must be sought subject to cost overrun approval limits.

*Includes Architects, Engineers, Design Consultants and Construction Managers.

*Includes Architects, Engineers, Design Consultants and Construction Managers.
In no case may a signing officer sign as first approver and highest approver. The minimum two signatures must be different individuals.

All purchases of goods and services and leases must be executed using the duly authorised processes developed and supported by the Department of Strategic Procurement.

All Investments must be executed by the Treasurer, using the duly authorized processes of the appropriate committees of the Board of Governors.

B. Human Resources

1. Employment related contracts will follow collective agreement provisions as ratified by the Board of Governors, or defined salary policies or guidelines, such as the applicable policies governing compensation discussions for members of the McMaster University Faculty Association, and the terms of reference of the Human Resources Committee of the Board of Governors.

2. This policy does not restrict remittance to the Receiver General as required by law for Payroll. This includes remittances such as Canada Pension Plan, Employment Insurance premiums, Income Tax, Employer Health Tax or other contributions as may be required by Federal or Provincial legislation.

3. This policy does not restrict remittance for monthly or quarterly payments to approved employee benefit and insurance providers (such as Health, Dental, Group RRSP, Group Life Insurance, Pension, Post-Retirement benefits, and liability insurance plans) for delivery of contracted services. Approval of benefit, benefit administration, and insurance contracts awarded through the Request for Proposal process will follow the charts in this policy.

C. For All Non-Competitive Consulting Services (as defined by the Broader Public Sector Procurement Directive)

i. Up to $999,999

Shall be executed by the Approvers identified in the appropriate chart in Section A above and the President,

ii. $1,000,000 and Over

Shall be executed by the approvers identified in the appropriate chart in Section A above after approval has been given by the Board of Governors or by its Executive and Governance Committee.

D. For All Agreements where the University is Receiving Donations, Bequests or Gifts (see Gift Acceptance Policy (2011))

i. Over $1,000,000,

Shall be executed by the President and the Vice-President, University Advancement.
Appendix E – Resolution Respecting the Executive of Instruments by McMaster University

Page 9

ii. Less than $1,000,000,
   Shall be executed by the Vice-President, University Advancement.

iii. Acceptance of any gift that involves a proposal to name is conditional upon final approval of
     the naming by the Board of Governors.

E. For All other Agreements, not involving Research and Intellectual Property, where the
   University is Receiving Money, or where the Agreement Does Not Deal with the
   Payment by Either Party of Money

i. Under $2,000,000.00 or where the agreement does not deal with the payment by either party
   of money
   Shall be executed by two (2) of the officers as identified in the charts in Section A, one of
   whom must be an identified Dean, AVP* or Vice President of the University, and the second
   must be a Vice-President or the President.

ii. Over $2,000,000 and less than $10,000,000
   Shall be executed by one of the officers identified in the charts in Section A, after approval
   has been given by the Planning and Resources Committee of the Board of Governors.

iii. $10,000,000 and over
   Shall be executed by one (1) of the officers designated in section III.1, after approval has
   been given by the Board of Governors or by its Executive and Governance Committee.

F. Research And Intellectual Property: For All Agreements, Involving Research And
   Intellectual Property, Or Resulting From A Peer Or Merit Review Process Where
   • The University Is Receiving Money;
   • The University Is Transferring Funds To A Collaborating Partner Institution; or
   • The Agreement Does Not Deal With The Payment By Either Party Of Money

i. Under $2,000,000, including where the agreement does not deal with the payment by either
   party of money
   only one signature is required, from the chart F.1. below.

ii. $2,000,000 and over
   In the case of agreements involving research funding that result from a peer or merit review
   process, authority is delegated to two (2) of the officers designated in section III.1.
   In the case of where receipt of research funds requires the expenditure of incremental
   McMaster cash specific to the proposed research, approval for this incremental cash
   contribution will follow the charts in Section A.
F.1. One of AVP’s, VP Two (2) of the signing officers designated in Section III.1

<table>
<thead>
<tr>
<th></th>
<th>Under $2,000,000</th>
<th>$2,000,000 and over</th>
</tr>
</thead>
</table>
| AVP’s signing officers include: Executive Director of the McMaster Industry Liaison Office, Associate Vice-President (Research), Associate Dean Health Sciences (Research), Director, Health Research Services, Director, Research Office for Administration, Development and Support, and Assistant Vice-President, Research Administration.

IV COMMENCEMENT

1. This resolution shall take effect on 7th day of June, 2018 and from that date shall supersede a Board of Governors’ resolution that took effect on the 1st day of July, 2017.

Related Policies

Strategic Procurement

Internal Audit Department Policy Statement

Construction And Maintenance Projects Policy

Statement of Ethics for Senior Executive Officers

Statement on Conflict of Interest in Research

Conflict of Interest Policy for Employees

Gift Acceptance Policy

Intellectual Property Policy
http://milo.mcmaster.ca/policies/ip-policy

Board of Governors Meeting Dates
http://www.mcmaster.ca/univsec/bog/schedules.cfm

Board of Governors
June 7, 2018
TERMS OF REFERENCE

The Board of Governors By-Law No. 1, section 15, sub-section 3 (a) states:

The Audit and Risk Committee shall be composed of the Chair and the Vice-Chair(s) of the Board, and a minimum of three other members of the Board. The Chair of the Committee shall be appointed by the Board on the recommendation of the Executive Nominating Committee. Notwithstanding any other provisions in the By-laws, in any event, every Audit and Risk Committee member shall be an independent, external and unrelated Governor (not employed by the University nor enrolled in a course of study at the University). Members of the Audit and Risk Committee shall be financially literate, with the ability to read and understand financial statements of the breadth and complexity comparable to those of the University. Optimally, at least one member of the Committee shall have accounting or related financial management expertise, a professional accounting designation or equivalent qualifications.

One half of the membership of the Committee shall constitute a quorum.

The following individuals will normally be invited to attend Audit and Risk Committee meetings: the President, the Provost, the Vice-President (Administration), the Assistant Vice-President (Administration) and the Chief Risk Officer/Internal Auditor.

Meetings shall be held as required or upon the request of a member of the Audit and Risk Committee or of the University’s internal or external auditors. The Committee Chair shall review an agenda in advance of each meeting.

The Audit and Risk Committee assists the Board in fulfilling its oversight responsibilities for the financial reporting process, the system of internal control, the audit process, the risk profile of the university and the University’s processes for monitoring compliance with laws, regulations and University policies.

The primary responsibilities of the Committee are:

1. Financial Statements: to oversee the system of internal control and the financial reporting process. In fulfilling this responsibility, the Committee shall:

   a) meet with the external auditors and review the results of the annual financial statement audit and approve such statements for recommendation to the Board;
   b) review other sections of the annual report, including Management’s Discussion and Analysis, and any report or opinion that the auditors propose to render, and consider the accuracy and completeness of the information;
c) review and discuss with management and the external auditors significant variances, estimates and accruals, judgments, changes in accounting policies and standards, issues concerning litigation or contingencies and any difficulties encountered;

d) review any recent and relevant professional and regulatory pronouncements to understand their impact on the financial statements;

e) review and discuss with management whether adequate procedures and processes are in place to ensure the integrity of the financial statements;

f) review the appropriateness of significant accounting principles and practices, reporting issues, unusual or extraordinary items, transactions with related parties and the adequacy of disclosures; and

g) consider whether the financial statements are complete and consistent with information known to Committee members.

2. Internal Control: to oversee the internal control structure and processes, the Committee shall:

a) review with management and the internal and external auditors, their evaluation of the University’s internal controls and processes, including internal controls over financial reporting, compliance with university policies and any material weaknesses or fraud and assess the steps management has taken to minimise significant risks or exposures; and

b) consider the effectiveness of the internal control system, including information technology security and control.

3. External Audit: to oversee the external audit process, the Committee shall:

a) select and recommend annually the public accountants for appointment as auditors for the ensuing fiscal year and, in consultation with the administration, the basis of their compensation;

b) approve the engagement letter, receive the independence letter and review the management letter and related materials;

c) discuss with the external auditors the scope and purpose of the upcoming audit and the procedures to be followed including coordination with internal audit;

d) review all matters required to be communicated to the Committee under Generally Accepted Auditing Standards;

e) review with the external auditors their findings, any restrictions on their work, cooperation received, and their recommendations and facilitate the resolution of any disagreements between management and the external auditors;

f) receive privately the external auditors’ opinion on various matters, including the quality and effectiveness of financial and internal audit staff, significant accounting principles and practices, unresolved material differences of opinion or disputes;
1. Discuss with the external auditors the scope and purpose of the upcoming audit and the procedures to be followed including coordination with internal audit;

f) Periodically review and approve a policy governing the engagement of the external auditors for the provision of non-audit services; and
g) Periodically review and approve a policy governing the engagement of the external auditors for the provision of non-audit services; and

h) Annually review and assess the independence and performance of the external auditors.

4. Internal Audit: To oversee the internal audit function and reports, the Committee shall:

a) Review with the senior internal audit officer, Chief Internal Auditor a summary of findings, any restrictions or limitations on his or her work, cooperation received, special investigation reports, findings from third party auditors (not including work performed by the appointed external auditors), and any recommendations arising therefrom;
b) Review the proposed audit plans for the coming year, the criteria upon which they are based and the coordination of services provided to the external auditors;
c) Periodically review and approve the internal audit mandate (the Internal Audit Department Policy Statement) for continued relevance;
d) Review audit progress, findings, recommendations, responses and follow-up actions; in situations where the auditee has not responded appropriately in a timely fashion to the audit findings, follow-up and obtain a management response on those action items which remain outstanding for a significant period of time;
e) Satisfy itself as to internal audit independence, cooperation received from management, interaction with external audit and any unresolved material disagreements with management;
f) Review the budget, organisational structure, and qualifications of the internal audit department;
g) Through its Chair, act as the formal supervisor of the senior internal audit officer, Chief Internal Auditor and in consultation with the President and the Vice-President (Administration), have the final approval to appoint or discharge the senior internal audit officer, Chief Internal Auditor and complete an annual performance review of the senior internal audit officer, Chief Internal Auditor; and
h) Periodically review the effectiveness of the internal audit activity.

i) Meet privately with the Director of Chief Internal Audit at least quarterly.

5. Compliance: To oversee compliance-related issues, the Committee shall:

a) Obtain regular updates from management and legal counsel regarding legislative and regulatory compliance and outstanding litigation matters;
b) review the effectiveness of the system for monitoring compliance with laws and regulations and the results of management’s investigation and follow-up (including disciplinary action) of instances of non-compliance;
c) review the findings of any examinations by regulatory agencies; and
d) review the process for communicating conflict of interest and code of conduct policies to employees and monitoring compliance.

6. **Enterprise-wide Risk Management:** To oversee the risk management process, the Committee shall:

- **Framework:** Oversee the University’s risk management framework which shall include approval of Management’s proposed Risk Appetite Statement and review of:
  
  a) review with management significant risk exposures and the steps management has taken to monitor and manage these risks;

- **Process:**
  
  1. Review periodic and annual reports relating to the entity-wide risk management process for identified risks and review the effectiveness of control systems used to monitor the risks;
  2. Review with management and the internal and external auditors, policies with respect to risk assessment and management, control and governance;
  3. Review incidents of fraud, illegal acts and conflicts of interest and retain independent counsel, accountants or others to advise or assist; and

- **Quality Assurance:**
  
  a) review the quality and accuracy of computerized accounting systems, the adequacy of the protection against damage and disruption and the security of confidential information through information systems reporting, the identification and quantification of all significant risks (e.g., strategic, financial, operational, reputational etc.) the University is exposed to;
  
  b) the University’s appetite and tolerance for these risks on both an inherent and residual basis;
  
  c) a review of the University’s appetite and tolerance for these risks on both an inherent and mitigated basis.

- **Strategy and Controls:**
  
  d) Review of Administration Management’s strategy and controls for managing these risks;
  
  e) Review of the roles and responsibilities for risk identification and management including risk ownership;
  
  f) Review of risk monitoring and reporting;
  
  g) Review of emerging risks including risk horizon, likelihood and severity of such risks;

and shall providing input as appropriate as to the overall risk culture and tolerance of the University. The Audit and Risk Committee shall be satisfied that Management operates within the University’s approved Risk Appetite Statement.
7. **Reporting:** to fulfill its reporting responsibilities, the Committee shall:

a) report to the Board of Governors as required about Committee activities, issues, and related recommendations;
b) complete periodic self-assessments of the Audit and Risk Committee’s effectiveness against its mandate and report any concerns to the Board;
c) periodically review the Terms of Reference of the Audit and Risk Committee and recommend any proposed changes for consideration by the Board of Governors; and
d) perform other activities as requested by the Board.

8. **Other duties:**

a) oversee the work of any public accounting firm engaged by the University where such work would be defined as “public accounting” within the meaning of the standards of the Canadian Institute of Chartered Accountants;
b) investigate any matter brought to its attention with full access to all books, records, facilities and personnel of the University; and
c) review and ensure that procedures are in place for the receipt, retention and treatment of complaints regarding accounting, internal accounting controls or audit matters.
i. Restatement of Plan Texts

On March 28, 2019 the Planning and Resources Committee reviewed and approved for recommendation to the Board of Governors, Amendment #1 and a restatement of the Plan 2000 text incorporating Amendment #1. The material was also approved by the Pension Trust Committee. Details of the proposed amendment are contained in Attachment I of the circulated report.

It is now recommended,

that the Board of Governors approve Amendment #1 to the Contributory Pension Plan for Salaried Employees of McMaster University Including McMaster Divinity College 2000 and the text of the Contributory Pension Plan for Salaried Employees of McMaster University Including McMaster Divinity College 2000 (as amended and restated effective January 1, 2019) and incorporating Amendment #1, as contained in the attached report.

Board of Governors: FOR APPROVAL
April 18, 2019
Date: March 28, 2019
To: Planning and Resources Committee
From: Program Manager, Benefits and Retirement Plans
Subject: The Contributory Pension Plan for Salaried Employees of McMaster University Including McMaster Divinity College 2000 (“Plan 2000”)

- Amendment #1
  - Update to SAAO Employee definition and addition of SAL Employee definition
  - Reinstatement of paragraph in Section 11.03
- Plan 2000 Text restatement incorporating Amendment #1

At the February 28, 2019 meeting of the Pension Trust Committee, the Committee reviewed and approved for recommendation to the Planning and Resources Committee Amendment #1 and a Restatement of the Plan 2000 text incorporating Amendment #1.

In Fall 2018, Plan 2000 was amended and restated effective January 1, 2019 and approved at the October 2018 Board of Governors’ meeting. Further updates are required to incorporate the changes as outlined below.

SAAO Employee and SAL Employee definitions:

The “SAAO Employee” definition currently means an individual who qualifies as a Senior Academic/ Administrative Officer under the University’s compensation arrangements and is employed by the University in any of the following capacities:

- President and Vice-Chancellor;
- Vice-President; or
- Associate/Assistant Vice-President (with staff appointment).

Following Board of Governors approval of the introduction of a new compensation framework for Senior Administrative Leaders (SAL), the SAAO definition needs to be amended to remove the ‘Associate/Assistant Vice-President (with staff appointment)’ and included in the new SAL group. This will impact the following sections that reference SAAO in the Plan text: 2.12(a)(vi), 2.13, 2.33, 2.35, 2.36, 2.37, 2.38 4.02 (Class A and B), 7.01(a)(i)(A.2), and 7.04.
Reinstatement of paragraph in Section 11.03:

The following language was inadvertently omitted from Section 11.03 when the 2019 restatement was prepared. This amendment acts to reinstate the following paragraph immediately after paragraph 11.03(c).

Notwithstanding the foregoing, and subject only to Section 11.03(b), a Unifor Local 5555 Member whose leave of absence without pay is approved to begin on or after January 1, 2013 shall not be entitled to make the election in Section 11.03(a) and shall, instead, cease contributions and benefit accruals under the Plan in respect of the entire period of absence.

Amendment #1 and the final version of the 2019 Restatement incorporating Amendment #1 are attached.

Recommendation:

That the Planning and Resources Committee approve, for recommendation to the Board of Governors, Amendment #1 to the Contributory Pension Plan for Salaried Employees of McMaster University Including McMaster Divinity College 2000 and the text of the Contributory Pension Plan for Salaried Employees of McMaster University Including McMaster Divinity College 2000 (as amended and restated effective January 1, 2019) and incorporating Amendment #1, as contained in the attached report.
RESOLUTION OF THE BOARD OF GOVERNORS OF McMASTER UNIVERSITY

WHEREAS McMaster University (“University”) established and maintains the Contributory Pension Plan for Salaried Employees of McMaster University Including McMaster Divinity College 2000 as amended and restated effective January 1, 2019 (“Plan 2000”); 

AND WHEREAS pursuant to Section 15.01 of Plan 2000, the University may, by resolution of the Board of Governors, modify Plan 2000 at any time; 

AND WHEREAS Plan 2000 defines an “SAAO Employee” to mean (subject to certain exceptions) an individual who qualifies as a Senior Academic/Administrative Officer under the University’s compensation arrangements and is employed by the University in any of the following capacities: President and Vice-Chancellor; the Vice-President; or an Associate/Assistant Vice-President (with staff appointment); 

AND WHEREAS it is necessary and desirable to amend Plan 2000 to amend the definition of “SAAO Employee” to remove Associate/Assistant Vice-Presidents (with staff appointment) and classify these positions under a new definition of “SAL Employee”, and to make corresponding amendments to Plan 2000; 

AND WHEREAS it is necessary and desirable to amend Plan 2000 to reinstate a paragraph inadvertently omitted from Section 11.03 when Plan 2000 was amended and reinstated effective January 1, 2019, and to make certain other housekeeping changes; 

AND WHEREAS the University wishes to amend Plan 2000 to reflect the foregoing changes; 

NOW, THEREFORE, Plan 2000 is amended as follows: 

1. Effective October 3, 2018, paragraph (a)(vi) of Section 2.12 is deleted in its entirety and replaced with the following: 

   (vi) is an SAAO Employee or a SAL Employee, who in either case was hired or re-hired as an SAAO Employee before June 16, 2009; or 

2. Effective October 3, 2018, Section 2.13 is deleted in its entirety and replaced with the following: 

   2.13 “Faculty Member” means a Member of the Plan who is a member of MUFA, and who is subject to the terms of any remuneration settlement between MUFA and the University, but does not include, for purposes of the Plan, a Member who: 

   (a) is a full-time clinical faculty member of the Faculty of Health Sciences who must maintain membership in the Regional Medical Associates of Hamilton; or
(b) is a Librarian as defined under Section 2.19; or
(c) is an SAAO Employee as defined under Section 2.35; or
(d) is a SAL Employee as defined under Section 2.37.

3. Effective October 3, 2018, the definition of “SAAO Employee” is deleted in its entirety and replaced with the following:

2.35 “SAAO Employee” means an individual who qualifies as a Senior Academic/Administrative Officer under the University’s compensation arrangements and is employed by the University in any of the following capacities:

- President and Vice-Chancellor; or
- Vice-President; or
- Associate/Assistant Vice-President (with staff appointment) provided that, upon the later of October 3, 2018 and the coming into force of terms and conditions of employment pursuant to which the individual qualifies as a Senior Administrative Leader under the University’s compensation arrangements, the individual shall cease to be an “SAAO Employee” and shall become a “SAL Employee” for the purposes of the Plan.

For purposes of clarity, an SAAO Employee does not include:

- an Associate Vice-President (with academic appointment) or Associate Vice-Provost (with academic appointment); or
- an individual employed with the University in a position which uses any of the above titles but who does not qualify as a Senior Academic/Administrative Officer under the University’s compensation arrangements; or
- effective January 1, 2015, an individual who qualifies as a Senior Academic/Administrative Officer under the University’s compensation arrangements and who has a concurrent academic appointment and, who would otherwise qualify as a Faculty Member for purposes of Section 2.13.

4. Effective October 3, 2018, the definition of “SAAO Member” is deleted in its entirety and replaced with the following:

2.36 “SAAO Member” means a Member who is an SAAO Employee, provided the individual was a Member of the Plan prior to June 16, 2009.
5. Effective October 3, 2018, the following new definition of “SAL Employee” is added as Section 2.37:

2.37 **“SAL Employee”** means an individual who qualifies as a Senior Administrative Leader under the University’s compensation arrangements and is employed by the University in the capacity of an Associate/Assistant Vice-President (with staff appointment).

For purposes of clarity, a SAL Employee does not include:

- an Associate/Assistant Vice-President (with staff appointment) who on October 3, 2018 qualified as a Senior Academic/Administrative Officer under the University’s compensation arrangements, until such time as the individual is subject to terms and conditions of employment pursuant to which the individual qualifies as a Senior Administrative Leader under the University’s compensation arrangements; or
- an Associate Vice-President (with academic appointment) or Associate Vice-Provost (with academic appointment); or
- an individual employed with the University in a position which uses any of the above titles but who does not qualify as a Senior Administrative Leader under the University’s compensation arrangements.

6. Effective October 3, 2018, the following new definition of “SAL Member” is added as Section 2.38:

2.38 **“SAL Member”** means a Member who is a SAL Employee, provided the individual was a Member of the Plan prior to June 16, 2009.

7. Effective October 3, 2018, the defined terms in Section 2 are renumbered to accord with their alphabetical order.

8. Effective October 3, 2018, Section 4.02 is amended by deleting the description in the first row under the heading “Class A” (i.e., “SAAO Members and TMG Members who are Employees on June 30, 2006 and who terminate employment on or after July 1, 2006”) in its entirety and replacing it with the description “SAAO Members, SAL Members and TMG Members who are Employees on June 30, 2006 and who terminate employment on or after July 1, 2006”.

9. Effective October 3, 2018, Section 4.02 is amended by deleting the description in the first row under the heading “Class B” (i.e., “SAAO and TMG Members who become Employees on or after July 1, 2006”) in its entirety and replacing it with the description “SAAO Members, SAL Members and TMG Members who become Employees on or after July 1, 2006”.

10. Effective October 3, 2018, the chart in Section 7.01(a)(i)(A) is deleted in its entirety and replaced with the following:

7.01 (a) Member’s Required Contribution

(i) (A) Full-time Employees

<table>
<thead>
<tr>
<th>Class of Member</th>
<th>Period</th>
<th>Employee Contribution Rate on Regular Annual Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Up To YMPE</td>
</tr>
<tr>
<td>A.1 Faculty Members*</td>
<td>July 1, 2018 onwards</td>
<td>8.00%</td>
</tr>
<tr>
<td>A.2 TMG Members*</td>
<td>July 29, 2018 onwards</td>
<td>8.00%</td>
</tr>
<tr>
<td>A.2 SAAO Members*</td>
<td>July 29, 2018 onwards</td>
<td>8.00%</td>
</tr>
<tr>
<td>A.2 SAL Members*</td>
<td>October 3, 2018 onwards</td>
<td>8.00%</td>
</tr>
<tr>
<td>B. Librarians*</td>
<td>July 1, 2018 onwards</td>
<td>8.00%</td>
</tr>
<tr>
<td>C. Uni for Local 5555 Members hired by the University on or before April 30, 2010</td>
<td>May 1, 2018 to December 31, 2022 January 1, 2023 onwards</td>
<td>8.646%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8.59%</td>
</tr>
<tr>
<td>C. Uni for Local 5555 Members hired by the University on or after May 1, 2010</td>
<td>January 14, 2018 to December 31, 2022 January 1, 2023 onwards</td>
<td>7.646%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7.59%</td>
</tr>
<tr>
<td>D1. Members who are employees of:</td>
<td>July 27, 2014 onwards</td>
<td>7.00%</td>
</tr>
<tr>
<td>- McMaster Association of Part Time Students</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- McMaster University Faculty Association</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D2. Members who are employees of:</td>
<td>July 29, 2018 onwards</td>
<td>8.00%</td>
</tr>
<tr>
<td>- McMaster Children’s Centre Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Divinity College</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Members who are non-union employees of Regional Medical Associates of Hamilton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Members who are union employees of Regional Medical Associates of Hamilton</td>
<td>May 1, 2018 to December 31, 2022 January 1, 2023 onwards</td>
<td>8.646%</td>
</tr>
<tr>
<td>F. Full-time clinical faculty members of the Faculty of Health Sciences who must maintain membership in the Regional Medical Associates of Hamilton</td>
<td>July 29, 2018 onwards</td>
<td>8.00%</td>
</tr>
<tr>
<td>G. Other Members (not included above)</td>
<td>July 29, 2018 onwards</td>
<td>8.00%</td>
</tr>
<tr>
<td>H. MUALA Members</td>
<td>July 1, 2016 onwards</td>
<td>7.00%</td>
</tr>
</tbody>
</table>

* Subject to special adjustments under Section 7.04 and 7.05 (as applicable).
11. Effective October 3, 2018, Section 7.04 is amended as follows:

- the heading of Section 7.04 is deleted and replaced with “Special Adjustments to Member Required Contributions for TMG Members, SAAO Members and SAL Members”;
- the references in paragraphs (a), (b), (c) and (d) of Section 7.04 to “TMG Member and SAAO Member” are deleted and replaced with references to “TMG Member, SAAO Member and SAL Member”; and
- the reference in the penultimate paragraph of Section 7.04 to “TMG Member or SAAO Member” is deleted and replaced with a reference to “TMG Member, SAAO Member or SAL Member”.

12. Effective January 1, 2019, Section 11.03 is amended by reinstating the following paragraph immediately after paragraph (c):

Notwithstanding the foregoing, and subject only to Section 11.03(b), a Unifor Local 5555 Member whose leave of absence without pay is approved to begin on or after January 1, 2013 shall not be entitled to make the election in Section 11.03(a) and shall, instead, cease contributions and benefit accruals under the Plan in respect of the entire period of absence.

AND, THEREFORE, the text of Plan 2000 is restated effective January 1, 2019 to incorporate the foregoing changes, as set forth at Exhibit 1 hereto.

CERTIFIED to be a true and correct copy of a Resolution of the Board of Governors of McMaster University passed at a meeting held on the _____ day of ________________, 2019.

McMASTER UNIVERSITY

____________________________
Christi Garneau
University Secretary
Exhibit 1
Text of the Contributory Pension Plan for Salaried Employees of McMaster University
Including McMaster Divinity College 2000
(As amended and restated effective January 1, 2019 and incorporating the amendment
approved on [Insert Date], 2019)
CONTRIBUTORY PENSION PLAN FOR
SALARIED EMPLOYEES OF MCMASTER
UNIVERSITY INCLUDING MCMASTER
DIVINITY COLLEGE 2000

(Amended and restated effective January 1, 2019)
Registration Number: 1079920

CERTIFIED to be a true and complete copy of the
text of the Contributory Pension Plan for Salaried
Employees of McMaster University Including
McMaster Divinity College 2000 (As Amended and
Restated Effective January 1, 2019 and
incorporating the amendment approved on [Insert
Date], 2019)

____________________________________
____________________________________
____________________________________

Date
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SECTION 1 - INTRODUCTION

1.01 The Original Plan

The Prior Plan was established by the University on September 1, 1947. Members of the Prior Plan and the University contributed towards the purchase of guaranteed annuities provided through the Canadian Government Annuities Branch and the Manufacturers Life Insurance Company up until June 30, 1966.

Effective July 1, 1966, the Prior Plan was revised and restated, with the most important change being that, instead of purchasing benefits under an insurance contract, benefits were to be funded through and provided from a trust fund or an investment contract issued by an insurance company.

In connection with the changeover, arrangements were made for “cashing out” of benefits under the former contract with the funds being deposited in the fund under the Prior Plan for provision of benefits at retirement. Similar arrangements could not be made with the Canadian Government Annuities Branch contract and these benefits remain payable to members of the Prior Plan as a portion of their retirement benefit.

Effective July 1, 1969, the Prior Plan was redesigned and restated as the Original Plan. The text of the Original Plan has been revised and restated from time to time by amendments approved by the Board of Governors.

1.02 Surplus Agreement

According to the actuarial valuation report on the Original Plan prepared by the Actuary, as at July 1, 2000, the assets of the Original Plan exceeded the going concern and solvency liabilities of the Original Plan by over $320 million. The University entered into the Surplus Agreement as of May 31, 2001 with the McMaster University Faculty Association, the McMaster University Staff Association, the McMaster Clinical Faculty Association, the McMaster University Retirees Association, the individuals comprising the Committee (as defined in the Surplus Agreement) and Koskie Minsky (on behalf of all persons entitled to benefits under the Plan at any time between July 1, 2000 and December 31, 2000, inclusive who retained Koskie Minsky to execute the Surplus Agreement on their behalf), which provided for the distribution of a portion of the surplus under the Original Plan to certain members, former members and other beneficiaries under the Original Plan and the University.

1.03 Establishment of the Plan

Pursuant to the Surplus Agreement, the University agreed to adopt a new registered pension plan (the “Contributory Pension Plan for Salaried Employees of McMaster University Including McMaster Divinity College 2000”), effective July 1, 2000, subject to receipt of applicable regulatory approvals, to receive a transfer of assets, including a portion of the surplus, and liabilities from the Original Plan in order to facilitate the distribution of surplus
in accordance with the Surplus Agreement and such court orders and regulatory approvals as the University deemed necessary or desirable to permit such distribution of surplus.

1.04 Restatement of the Plan

Effective July 1, 2008, the Plan was restated to consolidate all amendments since the inception of the Plan and amended to make changes to the Plan to reflect administrative practice and otherwise of a housekeeping nature.

Effective January 1, 2014, the Plan was restated to consolidate all amendments since the last restatement of the Plan, and amended to make further changes to reflect administrative practices, legislative changes, and otherwise of a housekeeping nature.

Effective January 1, 2019, the Plan is again restated to consolidate all amendments since the last restatement of the Plan, and amended to make further changes to reflect administrative practices, legislative changes, and otherwise of a housekeeping nature.

This restatement shall not operate in any way to reduce or otherwise adversely affect a Member’s entitlements accrued under the Plan up to and including December 31, 2018, including any entitlements arising pursuant to amendments to the Plan which may be retroactive to that date or earlier.

This restatement of the Plan effective January 1, 2019 shall not operate in any way to enlarge upon the rights and entitlements for individuals who terminated participation in the Plan prior to January 1, 2019, and such individuals shall be governed by the terms of the Plan in effect at the time of their termination participation in the Plan, except as may be required by the Pension Benefits Act or the Income Tax Act.
SECTION 2 - DEFINITIONS

2.01 “Actuarial Equivalent” means a pension of an equal present value computed using actuarial tables and such other methods and assumptions adopted for the purposes of the Plan, subject to any requirements of the Pension Benefits Act and the Income Tax Act.

2.02 “Actuary” means a person or firm, who is, or one of whose Members is, a Fellow of the Canadian Institute of Actuaries, and who is appointed by the University for purposes of the Plan.

2.03 “Administrator” means the administrator of the Plan as defined in Section 13.01.

2.04 “Approval Date” means January 14, 2003, the date on which the Superintendent of Financial Services of Ontario (or any successor thereto) consented to the distribution of the Surplus in accordance with the Surplus Agreement.

2.05 “Average YMPE” is computed by summing the YMPE in effect in each of the months of the Member’s Pensionable Service to a maximum of forty-eight (48) months and dividing the resulting number by the Member’s number of months of Pensionable Service to a maximum of forty-eight (48) months. For this purpose, the YMPE in effect for each month in a Plan Year shall be the YMPE in effect on July 1 of such Plan Year. Where the Member’s Pensionable Service exceeds forty-eight (48) months, the computation shall utilize the same months of Pensionable Service used for the calculation of the Best Average Salary provided that, where the “Best Average Salary” computation in Section 2.07 yields the same amount in respect of two or more forty-eight (48) month periods of Pensionable Service, the Member’s Average YMPE shall be determined based on the most recent of such forty-eight (48) month periods.

Notwithstanding the foregoing, for Members who are newly hired by the University on or after May 1, 2010 and in respect of service as a Unifor Local 5555 Member only, “Average YMPE” is computed by summing the YMPE in effect in each of the months of the Member’s Pensionable Service to a maximum of sixty (60) months and dividing the resulting number by the Member’s number of months of Pensionable Service to a maximum of sixty (60) months. For this purpose, the YMPE in effect for each month of a Plan Year shall be the YMPE in effect on July 1 of such Plan Year. Where the Member’s Pensionable Service exceeds sixty (60) months, the computation shall utilize the same months of Pensionable Service used for the calculation of the Best Average Salary, provided that, where the “Best Average Salary” computation in Section 2.07 yields the same amount in respect of two or more sixty (60) month periods of Pensionable Service, the Member’s Average YMPE shall be determined based on the most recent of such sixty (60) month periods.

2.06 “Beneficiary” means a beneficiary designated by a Member in accordance with Section 10.06.

2.07 “Best Average Salary” is computed by summing the Regular Annual Salary in effect in each of the months of the Member’s Pensionable Service to a maximum of forty-eight (48)
months and dividing the resulting number by the Member’s number of months of Pensionable Service to a maximum of forty-eight (48) months. Where the Member’s Pensionable Service exceeds forty-eight (48) months, the computation shall utilize the months of Pensionable Service in which the Regular Annual Salary was the highest, which months need not be consecutive.

Notwithstanding the foregoing, for Members who are newly hired by the University on or after May 1, 2010 and in respect of service as a Unifor Local 5555 Member only, “Best Average Salary” is computed by summing the Regular Annual Salary in effect in each of the months of the Member’s Pensionable Service to a maximum of sixty (60) months and dividing the resulting number by the Member’s number of months of Pensionable Service to a maximum of sixty (60) months. Where the Member’s Pensionable service exceeds sixty (60) months, the computation shall utilize the months of Pensionable Service in which the Regular Annual Salary was the highest, which months need not be consecutive.

2.08 “Commed Value” means, in relation to benefits that a person has a current or future entitlement to receive, a lump sum amount which is the actuarial present value of those benefits, computed at the rate of interest and using the actuarial tables and such other methods and assumptions adopted for the purposes of the Plan, subject to any requirements of the Pension Benefits Act and the Income Tax Act.

2.09 “Consumer Price Index” means the seasonally adjusted Canada All-items Consumer Price Index as published by Statistics Canada under the authority of the Statistics Act (Canada).

2.10 “Continuous Service” means an Employee’s uninterrupted period of employment with the University since his last date of hire by the University, including any period of lay-off and any other period of temporary suspension of active employment.

2.11 “Early Retirement Date” has the meaning set out in Section 4.03.

2.12 “Employee” means, an individual who,

(a) is employed by the University on a continuing full-time basis and who:

(i) is represented by Unifor Local 5555, Unit 1 (“Unifor Local 5555”); or

(ii) is a member of the McMaster University Faculty Association (“MUFA”), and who is subject to the terms of any remuneration settlement between MUFA and the University; or

(iii) is subject to the terms of any remuneration settlement between the Professional Librarian Group which is represented by MUFA and the University; or

(iv) is a clinical faculty member of the Faculty of Health Sciences who must maintain membership in the Regional Medical Associates of Hamilton, and whose employment with the University began before July 1, 1991 or, whose employment with the University began on or after July 1, 1991 but who
(v) is a member of The Management Group of the University and was hired or re-hired as a TMG Employee before June 16, 2009; or

(vi) is an SAAO Employee or a SAL Employee, who in either case was hired or re-hired as an SAAO Employee before June 16, 2009; or

(vii) is represented by The McMaster University Academic Librarians’ Association (“MUALA”) and was hired or re-hired before March 16, 2010 and is a member of MUALA;

(b) is employed by any of the following entities on a continuing basis:

(i) McMaster Association of Part Time Students (“MAPS”) and was hired or re-hired as a MAPS employee before December 1, 2006; or

(ii) McMaster Children’s Centre Inc. and was hired or re-hired as a McMaster Children’s Centre Inc. employee before December 1, 2006; or

(iii) McMaster University Faculty Association and was hired or re-hired as a McMaster University Faculty Association employee before January 31, 2007; or

(iv) Divinity College and was hired or re-hired as a Divinity College employee before January 31, 2007; or

(v) Regional Medical Associates of Hamilton (“RMA”) and was a non-unionized employee of the RMA hired or re-hired before January 31, 2007; or

(vi) RMA and was a unionized employee of the RMA hired or re-hired before July 1, 2007;

(c) on July 1, 2013, is not employed in any of the capacities described in (a) and (b) above, but met the definition of “Employee” as it read on June 30, 2013;

(d) is employed on a continuing part-time basis in any of the capacities described in (a) above on at least a half-time (1/2) basis as specified in the individual’s letter of appointment;

(e) is employed in conformity with Section 2.12(a) or 2.12(d) for a specified period that is greater than one (1) year;

(f) is employed in a position in accordance with (a), (c) or (d) above for a specified period that is greater than one (1) year; or is employed in a position in accordance with (a), (c) or (d) above for a specified period that is less than or equal to one (1) year and whose specified period of appointment in that same position is extended or
renewed such that the cumulative period of employment extends beyond one (1) year (provided that such extension or renewal begins within one (1) year from the date the previous appointment ended and that the individual elects to join the Plan within three (3) months of the effective date of such extension renewal); or;

(g) is employed on a continuing part-time basis in any of the capacities described in (a) above and in each of two previous consecutive calendar years of employment has either earned at least 35% of the YMPE or has worked at least seven hundred (700) hours.

2.13 “Faculty Member” means a Member of the Plan who is a member of MUFA, and who is subject to the terms of any remuneration settlement between MUFA and the University, but does not include, for purposes of the Plan, a Member who:

(a) is a full-time clinical faculty member of the Faculty of Health Sciences who must maintain membership in the Regional Medical Associates of Hamilton; or

(b) is a Librarian as defined under Section 2.19; or

(c) is an SAAO Employee as defined under Section 2.35; or

(d) is a SAL Employee as defined under Section 2.37.

2.14 “Financial Carrier” means the trust company or insurance company appointed from time to time to receive and to hold, administer and invest monies pursuant to the Plan. Subject to the terms of this Plan, the Financial Carrier shall operate according to a trust agreement or an insurance contract, whichever is appropriate, between itself and the University.

2.15 “Former Member” has the meaning ascribed in Section 9.

2.16 “Fund” means the funds, securities and other assets held by the Financial Carrier in respect of the Plan.

2.17 “Hourly Plan” means the Contributory Pension Plan for Hourly-Rated Employees of McMaster University Including McMaster Divinity College.


2.19 “Librarian” means a Member of the Plan who is subject to the terms of any remuneration settlement between the Professional Librarian group and the University.

2.20 “Maximum Annual Salary” means, for a calendar year, the amount of salary which produces an annual pension amount under Section 5.01 which is equal to the maximum annual pension applicable for that calendar year under Section 5.06(a)(i). For this purpose, the YMPE for the calendar year and one (1) year of Pensionable Service will be used for the calculation under Section 5.01.
2.21 "Member" means an Employee who has elected to join the Plan in accordance with Section 3, and who continues to be entitled to benefits under the Plan.

2.22 "MUALA Member" means a Member of the Plan who is represented by The McMaster University Academic Librarians’ Association.

2.23 "Net Interest on the Fund" means interest on required and voluntary contributions from the date the contribution is made by the Employee to the last day of the month in which payment is made or deemed to be made from the Fund. Such interest is credited at the end of each Plan Year and at termination based on the Average Annual Rate of Return determined by the following formula:

\[
\text{Average Annual Rate of Return} = \frac{\text{Sum of the Annual Rates of Return for each of the current and previous 4 Plan Years}}{5}
\]

where,

\[
\text{Annual Rate of Return} = \frac{\text{Net Income}}{\frac{1}{2} (\text{Market Value of Fund at beginning of Plan Year plus Market Value at end of Plan Year less Net Income})}
\]

and,

"Net Income" equals the sum of interest, dividends, net realized gains and net unrealized gains during the Plan Year less the sum of actuarial, investment, investment counsellor, trustee, audit and other administrative expenses applicable to the Plan or Fund.

In respect of required contributions, such interest credited pursuant to this Section 2.23 shall be the greater of 0% and the Average Annual Rate of Return.

2.24 "Normal Retirement Date" has the meaning set out in Section 4.01.

2.25 "Original Plan" means the Contributory Pension Plan for Salaried Employees of McMaster University Including McMaster Divinity College in effect after June 30, 1969, as amended and restated from time to time.

2.26 "Pension Benefits Act" means the Pension Benefits Act, R.S.O. 1990, c. P.8, and the regulations thereunder, as amended or replaced from time to time.

2.27 "Pensionable Past Service" has the meaning set out in Section 8.01(b).

2.28 "Pensionable Service" means, subject to Section 11 (Leave of Absence and Disability) and the Surplus Agreement, the applicable period below during which the Member is making contributions to the Plan in accordance with Section 7:

(a) for full-time Employees engaged prior to July 1, 1966, the total of the years and partial years of Continuous Service;
for full-time Employees engaged on or after July 1, 1966, except as to Members of
the Regional Medical Associates, the total of the years and partial years of
Continuous Service while a Member of the Plan from the date of joining the Plan;

(c) for full-time Employees who were Members of the Regional Medical Associates as
of July 1, 1973, the total of the years and partial years of Continuous Service while a
Member of the Plan from the date of joining the Plan;

(d) for full-time Employees who become Members of the Regional Medical Associates
subsequent to July 1, 1973, the total of the years and partial years of Continuous
Service while a Member of the Plan from the date of joining the Plan;

(e) for part-time Employees, except for the purpose described in Section 2.28(j) below,
that proportion of the total years and partial years of Continuous Service while a
Member of the Plan after July 1, 1978 that is equal to the proportion that hours
worked as a part-time Employee after July 1, 1978 bears to the full-time workload
after July 1, 1978;

(f) for full-time Employees who become Members of the University’s programmes
entitled “Pre-Retirement Reduced Workload Policy” and the “Faculty Reduced
Workload Policy - Phase-in to Retirement” subsequent to January 1, 1980, the
period of Continuous Service while a Member of the Plan from the date of joining
the Plan;

(g) for individuals who become Members by virtue of Section 2.12(g), that proportion
of the total years and partial years of Continuous Service while a Member of the
Plan that is equal to the proportion that hours required to be worked bears to the
full-time workload in the same period;

(h) for a former Employee who is re-employed as an Employee by the University and
who is entitled to receive benefits under the Plan and in respect of whom a payment
pursuant to Section 9 has not been paid, the total of the individual’s Pensionable
Service under the Plan prior to the break in service, plus the period of the
Employee’s Continuous Service while a Member of the Plan after the date of re-
employment by the University;

(i) any Pensionable Past Service granted pursuant to Section 8.01, or any additional
Pensionable Service granted pursuant to Section 8.02 or Section 8.04, provided that
such service shall not be granted in a manner that results in the Member receiving
more than 12 months of Pensionable Service in a calendar year; and

(j) notwithstanding Section 2.28(e) above, for the sole purpose of determining a
Member’s Special Retirement Date under Section 4.02, the Pensionable Service of a
Member while he is a part-time Employee shall be the amount determined under
Section 2.28(e) without proration based on hours worked.

For greater certainty, where assets and liabilities in respect of an individual were transferred
from the Original Plan to the Plan pursuant to the Surplus Agreement or pursuant to the
transfer effective July 1, 2003, the Pensionable Service of the individual for the purposes of the Plan shall include the total of the years of such individual’s Pensionable Service as determined under the Original Plan.

2.29 “Pensioner” means a Member who has commenced monthly pension payments from the Fund in accordance with Section 5.13.

2.30 “Plan” means this “Contributory Pension Plan for Salaried Employees of McMaster University Including McMaster Divinity College 2000”, including any Appendices hereto, all as amended from time to time.

2.31 “Plan Year” means the twelve (12) month period beginning July 1st and ending the following June 30th.

2.32 “Postponed Retirement Date” has the meaning set out in Section 4.04.

2.33 “Prior Plan” means the Group Pension Plan of McMaster University and McMaster Divinity College, which provided for the accrual of benefits between September 1, 1947 and June 30, 1966, and the Contributory Pension Plan for Salaried Employees of McMaster University, including McMaster Divinity College, which provided for the accrual of benefits between July 1, 1966 and June 30, 1969.

2.34 “Regular Annual Salary” means the Employee’s regular rate of earnings effective at the beginning of each Plan Year, but with respect to a part-time Employee or an individual who becomes a Member by virtue of Section 2.12(g), the regular rate of earnings effective at the beginning of each Plan Year will be adjusted to the equivalent full-time salary rate. Regular Annual Salary:

(a) from July 1, 1973, shall exclude the following amounts in excess of the regular annual rate of earnings,

   (i) special supplementary stipends paid to the Chair, Associate Chair or Assistant Chair of an Academic Department; and

   (ii) such items as: other forms of special payment, living allowances, professional earnings, payments from research grants in aid, remuneration for extension teaching, payments for overtime and all other similar types of payment.

(b) from July 1, 1973, shall include,

   (i) professional earnings of the Regional Medical Associates up to the established ceiling for Members of that group; and

   (ii) Deans and other comparable administrative stipends.

(c) from July 1, 1992, shall exclude Deans’ and other comparable administrative stipends.
(d) from January 1, 2007, shall exclude professional earnings of Regional Medical Associates.

For a Member who was a participant in the University’s programme entitled “Pre-Retirement Reduced Workload Policy” and the “Faculty Reduced Workload Policy - Phase-in to Retirement” during any period of Plan participation, his Regular Annual Salary shall be that which is either agreed to between the Member and the University or is deemed to be his actual regular rate of earnings multiplied by a fraction, the numerator of which shall be the normal full-time hours of work for the Member and the denominator of which shall be the Member’s usual hours of work as a participant in the Pre-Retirement Reduced Workload Policy or the Faculty Reduced Workload Policy - Phase-in to Retirement programme. The deemed regular rate of earnings shall not exceed the compensation prescribed by the *Income Tax Act*.

For an individual in receipt of income from the University sponsored Long Term Disability plan who was a Member immediately prior to becoming disabled, Regular Annual Salary shall be equal to the Regular Annual Salary in effect on the date immediately prior to the individual becoming disabled, increased each July 1 by the percentage increase calculated for pensions in pay in Section 5.08(a) (and, where applicable, Section 5.09), starting with the later of July 1, 1990 or the July 1 following commencement of receipt of income from the University sponsored Long Term Disability Plan.

The increases to the Regular Annual Salary of a disabled individual as described in the paragraph above shall not exceed the cumulative increase in the Consumer Price Index, in accordance with the requirements of the *Income Tax Act*.

With respect to other periods of Pensionable Service during which the Member’s pay from the University is reduced, or the Member does not receive any pay from the University, the Member will be deemed to receive an additional amount of pay such that the Member’s Regular Annual Salary will be the rate of earnings the Member was receiving immediately preceding that period. However, the earnings deemed received by a Member during the Member’s participation in the Plan shall not exceed the amount permitted for this purpose by the *Income Tax Act*.

2.35 “**SAAO Employee**” means an individual who qualifies as a Senior Academic/Administrative Officer under the University’s compensation arrangements and is employed by the University in any of the following capacities:

- President and Vice-Chancellor;
- Vice-President; or
- Associate/Assistant Vice-President (with staff appointment) provided that, upon the later of October 3, 2018 and the coming into force of terms and conditions of employment pursuant to which the individual qualifies as a Senior Administrative Leader under the University’s compensation arrangements, the individual shall cease to be an “SAAO Employee” and shall become a “SAL Employee” for the purposes of the Plan.
For purposes of clarity, an SAAO Employee does not include:

- an Associate Vice-President (with academic appointment) or Associate Vice-Provost (with academic appointment); or

- an individual employed with the University in a position which uses any of the above titles but who does not qualify as a Senior Academic/Administrative Officer under the University’s compensation arrangements; or

- effective January 1, 2015, an individual who qualifies as a Senior Academic/Administrative Officer under the University’s compensation arrangements and who has a concurrent academic appointment and, who would otherwise qualify as a Faculty Member for purposes of Section 2.13.

2.36 “SAAO Member” means a Member who is an SAAO Employee, provided the individual was a Member of the Plan prior to June 16, 2009.

2.37 “SAL Employee” means an individual who qualifies as a Senior Administrative Leader under the University’s compensation arrangements and is employed by the University in the capacity of an Associate/Assistant Vice-President (with staff appointment).

For purposes of clarity, a SAL Employee does not include:

- an Associate/Assistant Vice-President (with staff appointment) who on October 3, 2018 qualified as a Senior Academic/Administrative Officer under the University’s compensation arrangements, until such time as the individual is subject to terms and conditions of employment pursuant to which the individual qualifies as a Senior Administrative Leader under the University’s compensation arrangements; or

- an Associate Vice-President (with academic appointment) or Associate Vice-Provost (with academic appointment); or

- an individual employed with the University in a position which uses any of the above titles but who does not qualify as a Senior Administrative Leader under the University’s compensation arrangements.

2.38 “SAL Member” means a Member who is a SAL Employee, provided the individual was a Member of the Plan prior to June 16, 2009.

2.39 “Special Retirement Date” has the meaning set out in Section 4.02.

2.40 “Spouse” means in relation to an individual, a person who, at the time a determination of spousal status is required,

(a) is legally married to the individual, provided that the individual is not living separate and apart from that person; or
(b) not being legally married to the individual has cohabited with the individual in a conjugal relationship,

(i) continuously throughout the immediately preceding one (1) year period; or

(ii) in a relationship of some permanence, if they are the parents of a child as set out in Section 4 of the Children’s Law Reform Act, R.S.O. 1990, c. C.12.

Notwithstanding the foregoing, an individual, for the purposes of the Plan, is considered to have only one Spouse on the date any benefit entitlement is determined.

2.41 “Surplus Agreement” means the agreement made as of May 31, 2001 among the University, the McMaster University Faculty Association, the McMaster University Staff Association, the McMaster Clinical Faculty Association, the McMaster University Retirees Association, the individuals comprising the Committee (as defined in the Surplus Agreement), Koskie Minsky (on behalf of all persons entitled to benefits under the Plan at any time between July 1, 2000 and December 31, 2000, inclusive who retained Koskie Minsky to execute the Surplus Agreement on their behalf) with respect to the distribution of a portion of the actuarial surplus under the Original Plan as at July 1, 2000, determined immediately prior to any transfer of assets or liabilities to the Plan.

2.42 “Suspended Member” means a Member in respect of whom settlement of the Member’s accrued benefit entitlement under the Plan is suspended pending termination of the Member’s employment with the University, in accordance with Section 3.04.

2.43 “terminate”, “terminate employment”, “termination of employment” and similar phrases, where used in the Plan, mean termination of employment with the University.

2.44 “TMG Employee” means an individual who is employed by the University and is a member of The Management Group of the University.

2.45 “TMG Member” means a TMG Employee, provided the individual is a Member of the Plan prior to June 16, 2009.

2.46 “Unifor Local 5555 Member” means a Member of the Plan who is represented by Unifor Local 5555, Unit 1.

2.47 “University” means McMaster University, including McMaster Divinity College, and such affiliated or associated corporations as may be designated by McMaster University from time to time.

2.48 “YMPE” means the Year’s Maximum Pensionable Earnings as defined in the Canada Pension Plan.

Unless the context requires otherwise, reference in the Plan to the masculine includes the feminine and vice versa, and a word importing the singular includes the plural and vice versa. Where any
reference is made in the Plan to Section(s), it shall mean sections and subsections of the Plan unless specifically stated otherwise.
SECTION 3 - ELIGIBILITY

3.01 Participation in the Plan

(a) Subject to paragraphs (b) through (f) below, an individual may elect to join the Plan immediately upon becoming an Employee on or after the Approval Date. An eligible Employee who does not elect to join the Plan immediately upon becoming an Employee may, in the form and manner prescribed by the Administrator, elect to join the Plan with effect from a date no earlier than the date of election.

(b) An individual who becomes an Employee by virtue of Section 2.12(f) on or after the Approval Date and who was not eligible to be a party to the Surplus Agreement may elect to join the Plan at the beginning of the contract which will extend the period of cumulative employment beyond one (1) year. If the election is made at that time, the individual may join the Plan with effect from the date of the first appointment provided that the Member agrees to make contributions in respect of past service with the University in accordance with the contribution formula described in Section 7.01(a). The individual shall join the Plan no later than the first day of the Plan Year which follows the date on which cumulative employment exceeds one (1) year.

(c) An individual who is an Employee by virtue of Section 2.12(a), (d), or (e) and is not otherwise a Member or a member of the Original Plan on the Approval Date, shall join the Plan no later than the first day of the Plan Year following the completion of a six (6) month period as an Employee.

(d) Each individual who is an Employee by virtue of Section 2.12(g) and who is not otherwise a Member or a member of the Original Plan on the Approval Date may elect, in the form and manner prescribed by the Administrator, to join the Plan with effect from the date of election.

(e) Where assets and liabilities were transferred from the Original Plan to the Plan in accordance with the Surplus Agreement in respect of an individual who was a member of the Original Plan at any time during the period July 1, 2000 to December 31, 2000 inclusive, such individual shall become a Member effective on the later of July 1, 2000 and the date he became a member of the Original Plan.

(f) Where assets and liabilities were transferred from the Original Plan to the Plan in respect of an individual who became a member of the Original Plan on or after January 1, 2001 and prior to the Approval Date who was an Employee on the Approval Date, such individual shall become a Member effective on the later of January 1, 2001 and the date he became a member of the Original Plan.

3.02 Enrolment

Each Employee who becomes a Member otherwise than pursuant to Section 3.01(e) or (f) shall deliver to the Administrator a completed and signed application or enrolment document in the form and manner prescribed by the Administrator.
3.03 Non-Participation

Subject to Section 3.01(b), (e) and (f) and Section 8 and the Surplus Agreement, no Employee may elect to or shall otherwise participate in the Plan for a period of service prior to the date of joining the Plan or a period of service during which such Employee is a member of the Original Plan (as determined thereunder).

3.04 Continued Participation

Each other Employee (who is an Employee by virtue of Sections 2.12(a) to 2.12(f)) who becomes a Member shall remain a Member of the Plan as long as the individual is employed by the University and meets one of the criteria specified in the definition of Employee with the following exception. Each individual who is an Employee by virtue of Section 2.12(g) and who has elected to join the Plan as per Section 3.01(d) may remain a Member of the Plan as long as the individual is employed by the University, even if the individual subsequently earns less than 35% of the YMPE or works less than seven hundred (700) hours in a calendar year. Notwithstanding the foregoing, where a Member transfers from a class of employment that qualifies him as an Employee under Section 2.12 (in this Section 3.04, “Plan-Eligible Employment”) to a class of employment with the University or another participating employer that is not Plan-Eligible Employment, such Member shall cease to accrue benefits under the Plan but settlement of such Member’s accrued benefit entitlement under the Plan shall be suspended pending termination of the Member’s employment with the University or other participating employer, as applicable.

3.05 Re-Employment of Pensioners

If a Pensioner is re-hired by the University and meets one of the criteria specified in the definition of Employee before the first day of December of the year he attains age seventy-one (71), the Pensioner may elect either:

(a) to join the Plan immediately upon re-hire, in which case:

   (i) his pension ceases immediately;

   (ii) the amount of accrued pension in respect of his prior period of Pensionable Service will recommence on his subsequent termination of Pensionable Service, subject to an actuarial increase, or, in the case of death, the usual survivor benefit is payable; and

   (iii) any benefit earned after the date of re-employment is calculated based on Pensionable Service after that date and is paid in addition to the payment in (ii) above, or

(b) to continue to receive his pension and not accrue further benefits during any period of re-employment.
3.06 Re-Employment of Former Members

If a Former Member is re-hired by the University, the individual shall be treated as a new hire such that the terms of the individual’s employment upon re-hire shall be the basis for determining whether the individual qualifies as an “Employee” under Section 2.12 and the individual’s eligibility to join the Plan in accordance with Section 3.01.

Where a Former Member is re-hired by the University and, in accordance with Section 3.01, joins the Plan after such re-hire date, the Member’s pension benefit shall be determined as follows:

(a) For the purposes of determining the Member’s annual pension under Section 5.01(a) the Member’s Best Average Salary and Pensionable Service shall include both the Member’s Regular Annual Salary and Pensionable Service under the Plan prior to the date of re-hire, and the Member’s Regular Annual Salary and Pensionable Service in the Plan after the date of re-hire. For the purpose of determining the Member’s eligibility to commence a pension on a Special Retirement Date in respect of the Member’s pension determined above, the Member’s Pensionable Service shall include his Pensionable Service during both before and after his date of re-hire.

(b) Notwithstanding Section 3.06(a), where an individual who was a Member of the Plan prior to May 1, 2010 including as a Unifor Local 5555 Member (“Initial Period of Membership”) terminates employment with the University (whether before or after May 1, 2010), is re-hired by the University on or after May 1, 2010 and becomes a Unifor Local 5555 Member (“Subsequent Period of Membership”), the Member shall receive a separate pension benefit in respect of each period of Plan membership, as follows:

(i) in respect of the Initial Period of Membership, the Member shall receive an annual pension determined under Section 5.01(a) based on the Member’s Best Average Salary and Pensionable Service as at the Member’s termination of Continuous Service for the Initial Period of Membership;

(ii) in respect of the Subsequent Period of Membership, the Member shall receive an annual pension determined under Section 5.01(b) based on the Member’s Best Average Salary and Pensionable Service during the Subsequent Period of Membership; and

(iii) for the sole purpose of determining the Member’s eligibility to commence a pension on a Special Retirement Date in respect of the Member’s pension determined under paragraphs (i) and (ii) above, the Member’s Pensionable Service shall include his Pensionable Service during both the Initial Period of Membership and the Subsequent Period of Membership.

(c) Notwithstanding Section 3.06(a), where an individual is hired by the University on or after May 1, 2010 joins the Plan as a Unifor Local 5555 Member (“Initial Period of Membership”), terminates employment with the University, and is re-hired by the University after May 1, 2010 (“Subsequent Period of Membership”) and does not
become a Unifor Local 5555 Member upon joining the Plan after his re-hire, the Member shall receive a separate pension benefit in respect of each period of Plan membership as follows:

(i) in respect of the Initial Period of Membership, the Member shall receive an annual pension determined under Section 5.01(b) based on the Member’s Best Average Salary and Pensionable Service as at the Member’s termination of Continuous Service for the Initial Period of Membership;

(ii) in respect of the Subsequent Period of Membership, the Member shall receive an annual pension determined under Section 5.01(a) based on the Member’s Best Average Salary and Pensionable Service during the Subsequent Period of Membership; and

(iii) for the sole purpose of determining the Member’s eligibility to commence a pension on a Special Retirement Date in respect of the Member’s pension determined under paragraphs (i) and (ii) above, the Member’s Pensionable Service shall include his Pensionable Service during both the Initial Period of Membership and the Subsequent Period of Membership.

3.07 Re-Engagement of Suspended Members

If a Suspended Member is re-engaged by the University in a Plan-eligible position, the individual shall be treated as a new hire such that the terms of the individual’s employment upon such re-engagement shall be the basis for determining the individual’s eligibility to join the Plan in accordance with Section 3.01.

Where a Suspended Member is re-engaged by the University and, in accordance with Section 3.01, joins the Plan after such re-engagement date, the Member’s pension benefit shall be determined as follows. For the purposes of determining the Member’s annual pension under Section 5.01, the Member’s Best Average Salary and Pensionable Service shall include both the Member’s Regular Annual Salary and Pensionable Service under the Plan prior to the date of re-engagement in a Plan-eligible position, and the Member’s Regular Annual Salary and Pensionable Service in the Plan after the date of re-engagement in a Plan-eligible position.
SECTION 4 - RETIREMENT DATES

4.01 Normal Retirement Date

Normal Retirement Date is the first day of the month in which the Member attains age sixty-five (65).

4.02 Special Retirement Date

<table>
<thead>
<tr>
<th>Class A</th>
<th>Special Retirement Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAAO Members, SAL Members and TMG Members who are Employees on June 30, 2006 and who terminate employment on or after July 1, 2006</td>
<td>Special Retirement Date is the first day of any month coincident with or next following the date of a Member’s termination of employment if the sum of the Member’s age and years of Pensionable Service in the Plan as at their date of termination of employment equals at least the following, for terminations during the following corresponding periods:</td>
</tr>
<tr>
<td>Date of Termination of Employment from</td>
<td>Age + Pensionable Service as at Date of Termination of Employment Equals At Least</td>
</tr>
<tr>
<td>July 1, 2006 to December 31, 2011</td>
<td>80</td>
</tr>
<tr>
<td>January 1, 2012 to December 31, 2012</td>
<td>81</td>
</tr>
<tr>
<td>January 1, 2013 to December 31, 2013</td>
<td>82</td>
</tr>
<tr>
<td>January 1, 2014 to December 31, 2014</td>
<td>83</td>
</tr>
<tr>
<td>January 1, 2015 to December 31, 2015</td>
<td>84</td>
</tr>
<tr>
<td>January 1, 2016 forward</td>
<td>85</td>
</tr>
</tbody>
</table>

| MUALA Members who are Employees on March 15, 2010 and who terminate employment on or after March 16, 2010 | Special Retirement Date is the first day of any month coincident with or next following the date of a Member’s termination of employment if the sum of the Member’s age and years of Pensionable Service in the Plan as at their date of termination of employment equals at least the following, for terminations during the following corresponding periods: |
| Date of Termination of Employment from | Age + Pensionable Service as at Date of Termination of Employment Equals At Least |
| April 1, 2010 to December 31, 2011 | 80 |
| January 1, 2012 to December 31, 2012 | 81 |
| January 1, 2013 to December 31, 2013 | 82 |
| January 1, 2014 to December 31, 2014 | 83 |
| January 1, 2015 to December 31, 2015 | 84 |
| January 1, 2016 forward | 85 |
### Class A (continued)

| Faculty Members who are Employees on June 30, 2006 and who terminate employment on or after July 1, 2006 |
| Librarians who are Employees on June 15, 2006 and who terminate employment on or after June 16, 2006 |

**Special Retirement Date**

Special Retirement Date is the first day of any month coincident with or next following the date of a Member’s termination of employment if the sum of the Member’s age and years of Pensionable Service in the Plan as at their date of termination of employment equals at least the following, for terminations during the following corresponding periods:

<table>
<thead>
<tr>
<th>Date of Termination of Employment from</th>
<th>Age + Pensionable Service as at Date of Termination of Employment Equals At Least</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2006 to December 31, 2011</td>
<td>80</td>
</tr>
<tr>
<td>January 1, 2012 to December 31, 2012</td>
<td>81</td>
</tr>
<tr>
<td>January 1, 2013 to December 31, 2013</td>
<td>82</td>
</tr>
<tr>
<td>January 1, 2014 to December 31, 2014</td>
<td>83</td>
</tr>
<tr>
<td>January 1, 2015 to December 31, 2015</td>
<td>84</td>
</tr>
<tr>
<td>January 1, 2016 to December 31, 2018</td>
<td>85</td>
</tr>
<tr>
<td>January 1, 2019 to December 31, 2019</td>
<td>86</td>
</tr>
<tr>
<td>January 1, 2020 to December 31, 2020</td>
<td>87</td>
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<tr>
<td>January 1, 2021 to December 31, 2021</td>
<td>88</td>
</tr>
<tr>
<td>January 1, 2022 to December 31, 2022</td>
<td>89</td>
</tr>
<tr>
<td>January 1, 2023 forward</td>
<td>90</td>
</tr>
</tbody>
</table>

### Class B

| SAAO Members, SAL Members and TMG Members who become Employees on or after July 1, 2006 |
| Faculty Members who become Employees on or after July 1, 2006 |
| Librarians who become Employees on or after June 16, 2006 |

**Special Retirement Date**

Special Retirement Date is the first day of any month coincident with or next following the date of a Member’s termination of employment if the sum of the Member’s age and years of Pensionable Service in the Plan as at their date of termination of employment equals at least 85 (eighty-five).

<table>
<thead>
<tr>
<th>Date of Termination of Employment from</th>
<th>Age + Pensionable Service as at Date of Termination of Employment Equals At Least</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2006 to December 31, 2018</td>
<td>85</td>
</tr>
<tr>
<td>January 1, 2019 to December 31, 2019</td>
<td>86</td>
</tr>
<tr>
<td>January 1, 2020 to December 31, 2020</td>
<td>87</td>
</tr>
<tr>
<td>January 1, 2021 to December 31, 2021</td>
<td>88</td>
</tr>
<tr>
<td>January 1, 2022 to December 31, 2022</td>
<td>89</td>
</tr>
<tr>
<td>January 1, 2023 forward</td>
<td>90</td>
</tr>
</tbody>
</table>
Class C

<table>
<thead>
<tr>
<th>Members who are employees of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>- McMaster Association of Part Time Students</td>
</tr>
<tr>
<td>- McMaster Children’s Centre Inc.</td>
</tr>
<tr>
<td>- McMaster University Faculty Association</td>
</tr>
<tr>
<td>- Divinity College</td>
</tr>
</tbody>
</table>

Members who are non-union employees of Regional Medical Associates of Hamilton

Special Retirement Date

Special Retirement Date is the first day of any month coincident with or next following the date of a Member’s termination of employment if the sum of the Member’s age and years of Pensionable Service in the Plan as at their date of termination of employment equals at least the following, for terminations during the following corresponding periods:

<table>
<thead>
<tr>
<th>Date of Termination of Employment from</th>
<th>Age + Pensionable Service as at Date of Termination of Employment Equals At Least</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2006 to December 31, 2011</td>
<td>80</td>
</tr>
<tr>
<td>January 1, 2012 to December 31, 2012</td>
<td>81</td>
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<tr>
<td>January 1, 2013 to December 31, 2013</td>
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<td>83</td>
</tr>
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<td>January 1, 2015 to December 31, 2015</td>
<td>84</td>
</tr>
<tr>
<td>January 1, 2016 forward</td>
<td>85</td>
</tr>
</tbody>
</table>

Class D

<table>
<thead>
<tr>
<th>Unifor Local 5555 Members</th>
</tr>
</thead>
</table>

Members who are union employees of Regional Medical Associates of Hamilton

Special Retirement Date

Special Retirement Date is the first day of any month coincident with or next following the date of a Member’s termination of employment if the sum of the Member’s age and years of Pensionable Service in the Plan as at their date of termination of employment equals at least 80 (eighty).

Notwithstanding the foregoing, for Members who are newly hired by the University on or after May 1, 2010, the Special Retirement Date is the first day of any month coincident with or next following the date of a Member’s termination of employment if the Member has (1) attained age 60, and (2) the sum of the Member’s age and years of Pensionable Service in the Plan, as at their date of termination of employment equals at least 80 (eighty).
<table>
<thead>
<tr>
<th>Class E</th>
<th>Special Retirement Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time clinical faculty members of the Faculty of Health Sciences who must maintain membership in the Regional Medical Associates of Hamilton</td>
<td>Special Retirement Date is the first day of any month coincident with or next following the date of a Member’s termination of employment if the sum of the Member’s age and years of Pensionable Service in the Plan as at their date of termination of employment equals at least the following, for terminations during the following corresponding periods:</td>
</tr>
<tr>
<td><strong>Date of Termination of Employment from</strong></td>
<td><strong>Age + Pensionable Service as at Date of Termination of Employment Equals At Least</strong></td>
</tr>
<tr>
<td>Prior to February 1, 2014</td>
<td>80</td>
</tr>
<tr>
<td>February 1, 2014 to December 31, 2014</td>
<td>81</td>
</tr>
<tr>
<td>January 1, 2015 to December 31, 2015</td>
<td>82</td>
</tr>
<tr>
<td>January 1, 2016 to December 31, 2016</td>
<td>83</td>
</tr>
<tr>
<td>January 1, 2017 to December 31, 2017</td>
<td>84</td>
</tr>
<tr>
<td>January 1, 2018 forward</td>
<td>85</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Class F</th>
<th>Special Retirement Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Members (not included above) who are Employees on June 30, 2007 and who terminate employment on or after July 1, 2007</td>
<td>Special Retirement Date is the first day of any month coincident with or next following the date of a Member’s termination of employment if the sum of the Member’s age and years of Pensionable Service in the Plan as at their date of termination of employment equals at least the following, for terminations during the following corresponding periods:</td>
</tr>
<tr>
<td><strong>Date of Termination of Employment from</strong></td>
<td><strong>Age + Pensionable Service as at Date of Termination of Employment Equals At Least</strong></td>
</tr>
<tr>
<td>July 1, 2006 to December 31, 2011</td>
<td>80</td>
</tr>
<tr>
<td>January 1, 2012 to December 31, 2012</td>
<td>81</td>
</tr>
<tr>
<td>January 1, 2013 to December 31, 2013</td>
<td>82</td>
</tr>
<tr>
<td>January 1, 2014 to December 31, 2014</td>
<td>83</td>
</tr>
<tr>
<td>January 1, 2015 to December 31, 2015</td>
<td>84</td>
</tr>
<tr>
<td>January 1, 2016 forward</td>
<td>85</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Class G</th>
<th>Special Retirement Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Members (not included above) who become Employees on or after July 1, 2007</td>
<td>Special Retirement Date is the first day of any month coincident with or next following the date of a Member’s termination of employment if the sum of the Member’s age and years of Pensionable Service in the Plan as at their date of termination of employment equals at least 85 (eighty-five).</td>
</tr>
</tbody>
</table>
Where a Former Member is re-hired by the University and, in accordance with Section 3.01, joins the Plan after such re-hire date, for the purpose of determining the Member’s eligibility to commence a pension on a Special Retirement Date, such eligibility shall be based on the Special Retirement Date rule in this Section 4.02 for the class of employment in which the Member was employed as at the Member’s termination of Continuous Service after being re-hired. Notwithstanding the foregoing, where such a Member had, as at the Member’s termination of Continuous Service for his initial period of Plan membership, attained a Special Retirement Date in respect of the pension benefit he accrued in respect of that period of Plan membership, application of this paragraph shall not disentitle the Member to such Special Retirement Date in respect of the pension benefit accrued in respect of that prior period of Plan membership.

4.03 Early Retirement Date

Early Retirement Date is the first day of any month during the ten (10) year period preceding the Normal Retirement Date.

4.04 Postponed Retirement Date

A Member who continues employment with the University beyond the Member’s Normal Retirement Date shall be deemed to have elected to receive their benefits on the Member’s Postponed Retirement Date as defined below. During the period of postponement, the Member shall continue to contribute and pension benefits shall continue to accrue under the Plan until the Member’s Postponed Retirement Date.

Postponed Retirement Date, for purposes of the Plan, is the earlier of:

(a) the first day of the month following the date the Member terminates employment with the University after the Member’s Normal Retirement Date; and

(b) with effect from January 1, 2007, the first day of December of the year the Member attains age seventy-one (71) or such other date as may be prescribed for this purpose by the Income Tax Act.

A Member whose Postponed Retirement Date is that described in (b) above shall cease to contribute and to earn pension benefits under the Plan and monthly pension payments shall commence as of that date, notwithstanding that the Member continues to earn employment income from the University beyond his Postponed Retirement Date.
SECTION 5 - AMOUNT OF PENSION

5.01 Normal, Special and Postponed Retirement Benefit

(a) The amount of annual pension payable to a Member from the Normal Retirement Date, Special Retirement Date or Postponed Retirement Date shall be the sum of:

(i) 1.4% of his Best Average Salary up to the Average YMPE, multiplied by Pensionable Service; plus

(ii) 2.0% of his Best Average Salary in excess of the Average YMPE multiplied by Pensionable Service.

The amount calculated above shall include any pension previously purchased from the Canadian Government Annuities Branch in accordance with the Prior Plan.

(b) Notwithstanding the foregoing, the amount of annual pension payable to a Member who is newly hired by the University on or after May 1, 2010 and in respect of service as a Unifor Local 5555 Member only, from the Normal Retirement Date, Special Retirement Date or Postponed Retirement Date shall be the sum of:

(i) 1.0% of his Best Average Salary up to the Average YMPE, multiplied by Pensionable Service; plus

(ii) 1.6% of his Best Average Salary in excess of the Average YMPE multiplied by Pensionable Service.

5.02 Minimum Retirement Benefit

In no case will a Member’s total annual pension payable from the Plan on normal or postponed retirement be less than the annual pension payable from the Prior Plan plus 40% of total required contributions made after June 30, 1969.

5.03 Early Retirement Benefit

(a) Each Member who elects to commence his pension on his Early Retirement Date may commence to receive a monthly pension benefit on the first day of any month after the month up to and including the Member’s Normal Retirement Date, in an amount equal to the amount determined under Section 5.01, less 0.5% of the benefit determined under Section 5.01 for each month that the pension commencement date precedes the Normal Retirement Date.

(b) The early retirement benefit shall not be less than the Actuarial Equivalent of the deferred pension that would be payable at the Normal Retirement Date except in such instances and to such extent that further reduction is required under Regulation 8503(3)(c) of the Income Tax Act.
5.04 Excess Employee Contributions

(a) A Member who has elected to receive a pension upon termination of employment shall receive a lump sum cash payment of that amount of the Member’s required contributions accumulated with Net Interest on the Fund which exceeds 50% of the Commuted Value of any pension entitlement of the Member under the Plan.

(b) Alternatively, such a Member may elect to transfer the excess in respect of Pensionable Service prior to January 1, 1991 to such other pension plan or retirement savings arrangement that may permit such transfers to be made, provided the transfer is made in the form and manner prescribed under the Pension Benefits Act and the Income Tax Act, and the excess in respect of Pensionable Service on and after January 1, 1991 shall be paid to the Member in a lump sum cash payment.

5.05 Benefit From Additional Voluntary Contributions

In addition to any other retirement benefits payable under this Section 5, a Member is entitled to receive either:

(a) a refund of his additional voluntary contributions, if any, accumulated with Net Interest on the Fund; or

(b) an annuity purchased from a provider licensed to transact business in Canada with the amount described in (a) above.

5.06 Maximum Benefits

(a) Maximum Annual Pension

Notwithstanding any other provision of the Plan to the contrary, the maximum annual pension payable to a Member under the Plan determined at the time of pension commencement, in the form of pension to be paid to the Member, including any portion of the Member’s pension payable to a Member’s Spouse or former Spouse as a result of the breakdown of spousal relationship, shall not exceed the years of Pensionable Service of the Member multiplied by the lesser of:

(i) $2,944.44 for the year 2018 or such greater amount prescribed for this purpose by the Income Tax Act; and

(ii) 2% of the average of the Member’s best three consecutive years’ Regular Annual Salary,
reduced, if the pension commencement date precedes the earliest of the days on which:

(A) the Member will attain age sixty (60); or

(B) the Member’s age plus Pensionable Service or Continuous Service would have equalled eighty (80); or

(C) the Member would have completed thirty (30) years of Pensionable Service,

by 0.25% for each month by which the pension commencement date precedes that day, provided that no reduction applies in the case of a pension payable as a result of total and permanent disability.

This Section 5.06(a) does not apply to additional benefits payable as a result of any Actuarial Equivalent increase owing to deferral of pension commencement after age sixty-five (65) nor does it apply to that portion, if any, of the pension derived from a Member’s excess contributions or additional voluntary contributions.

For purposes of this Section 5.06(a) a Member’s Pensionable Service before January 1, 1992 is limited to thirty-five (35) years.

(b) Post-1991 Service Combined Bridge and Pension Maximum Benefit

The annual benefits payable under Section 5.10, in combination with the annual lifetime pension payable under Section 5.01, 5.02 or 5.03, all provided in respect of periods after December 31, 1991, shall not exceed (i) plus (ii) as follows:

(i) $2,944.44 for the year 2018 or such greater amount as may be prescribed for this purpose by the Income Tax Act, multiplied by the Pensionable Service of the Member after December 31, 1991; plus

(ii) 1/35th of 25% of the average of the YMPE for the calendar year in which benefits commence to be paid under the Plan and for each of the two (2) immediately preceding years, multiplied by the Pensionable Service of the Member after December 31, 1991, not exceeding thirty-five (35) years.

(c) Maximum Bridge Benefit

The annual bridge benefit payable under Section 5.10 shall not exceed the sum of the maximum benefits payable to the Member under the Canada Pension Plan and the maximum Old Age Security benefit payable to individuals aged sixty-five (65) as at the Member’s pension commencement date, reduced proportionately in the case of a Member who has completed less than ten (10) years of Pensionable Service as at that date. The maximum bridge benefit so determined shall be further reduced by 0.25% for each month by which the Member’s pension commencement date precedes his attainment of age sixty (60).
5.07 Pension Adjustment

In no event shall the benefit accrued in a calendar year by a Member under Section 5.01, plus the additional voluntary contributions made that year under Section 7.01(b), result in a pension adjustment for the Member as defined by the Income Tax Act in excess of the limits for the year prescribed by the Income Tax Act.

5.08 Annual Pension Increase

(a) On January 1 of each year, pensions in pay from the Plan are increased utilizing the pensioner reserve method as described below:

The percentage of increase shall be the lesser of:

(i) the percentage by which the Average Annual Rate of Return determined by the following formula exceeds 4.5%,

\[
\text{Average Annual Rate of Return} = \frac{\text{Net Income}}{\frac{1}{2} (\text{Market Value at beginning of Plan Year plus Market Value at end of Plan Year less Net Income})}
\]

where,

\[
\text{Annual Rate of Return} = \frac{\text{Net Income}}{\frac{1}{2} (\text{Market Value at beginning of Plan Year plus Market Value at end of Plan Year less Net Income})}
\]

and,

“Net Income” equals the sum of interest, dividends, net realized gains and net unrealized gains during the Plan Year less the sum of actuarial, investment, investment counsellor, trustee, audit and other administrative expenses applicable to the Plan or Fund.

(ii) the percentage annual increase in the average Consumer Price Index during the twelve (12) month period that ended on the immediately preceding June 30.

Notwithstanding the foregoing, for Members who are newly hired by the University on or after May 1, 2010 and in respect of service as a Unifor Local 5555 Member only, the pensioner reserve method utilized shall be as described below:

The percentage of increase shall be the lesser of:

(iii) the percentage by which the Average Annual Rate of Return determined by the following formula exceeds 5%,

\[
\text{Average Annual Rate of Return} = \frac{\text{Net Income}}{\frac{1}{2} (\text{Market Value at beginning of Plan Year plus Market Value at end of Plan Year less Net Income})}
\]
where,

\[
\text{Annual Rate of Return} = \frac{1}{2} \left( \text{Market Value of Fund at beginning of Plan Year plus Market Value at end of Plan Year less Net Income} \right)
\]

and,

“Net Income” equals the sum of interest, dividends, net realized gains and net unrealized gains during the Plan Year less the sum of actuarial, investment, investment counsellor, trustee, audit and other administrative expenses applicable to the Plan or Fund.

(iv) the percentage annual increase in the average Consumer Price Index during the twelve (12) month period that ended on the immediately preceding June 30.

(b) Pensions in pay on January 1 of each year shall be increased by the percentage determined in Section 5.08(a) multiplied by a fraction, the numerator of which is the number of months (maximum twelve (12)) the pension was in pay during the previous Plan Year and the denominator of which is twelve (12).

(c) Notwithstanding the provisions of Sections 5.08(a) and 5.08(b), the increase to pensions in pay effective January 1, 2003 will be calculated using the same method but using 50\% of the percentage determined in Section 5.08(a)(i) and using the percentage increase in the average Consumer Price Index between the periods:

(i) January 1, 2001 to December 31, 2001; and

(ii) July 1, 2001 to June 30, 2002.

5.09 Supplementary Pension Increase

(a) If in any year after 1996 the percentage calculated in Section 5.08(a)(i) (the “Excess Interest Formula”) exceeds the percentage calculated in Section 5.08(a)(ii) (the “CPI Formula”), such excess will be used to provide a supplementary increase to the annual amount of those pensions in pay from the Plan which had their annual pension increase (as calculated in Section 5.08) in any of the three (3) previous years based on the Excess Interest Formula. The supplementary increase will be applied after the annual pension increase as provided in Section 5.08.

(b) The supplementary increase shall be the lesser of:

(i) the percentage increase described in Section 5.09(a) by dividing \((1 + \text{the Excess Interest Formula})\) by \((1 + \text{the CPI Formula})\); and

(ii) the increase necessary to produce an annual pension that would result from granting increases based on the CPI Formula in each of the three (3)
previous years (starting with the year three (3) years previous) in which a lower increase (including any previous supplementary increases) has been provided.

5.10 Early Retirement Bridge Benefit

A Member who commences to receive a pension pursuant to Section 4.02 on or after July 1, 1997, shall receive an additional benefit, payable monthly commencing on the later of:

(a) the Member’s pension commencement date; and

(b) the first day of the month coincident with or next following the date on which the Member attains age sixty (60),

and ending with the final payment on the earlier of:

(c) the first day of the month of the Member’s death; and

(d) the first day of the month in which the Member attains age sixty-five (65),

in an amount equal to $19 per month for each year of Pensionable Service rendered by the Member prior to June 30, 1996, to a maximum of twenty (20) years of such service.

5.11 Transfer of Refund to Registered Retirement Savings Arrangement

A Member who is entitled to receive a refund of contributions under the Plan, including a refund of excess Employee contributions pursuant to Section 5.04, may elect to have the amount transferred directly on his behalf to such other pension plan or retirement savings arrangement that may permit such transfers to be made, provided the transfer is made in accordance with the Pension Benefits Act and the Income Tax Act, and provided the Member elects to transfer his pension entitlement under the Plan. It is further provided that the aggregate amounts transferred under the Plan shall not exceed the maximum transfer amount prescribed under the Income Tax Act; the excess over the prescribed maximum transfer amount shall be payable in cash. However, this maximum transfer limit shall not apply to refund of contributions in respect of Pensionable Service accrued prior to 1991.

5.12 Alternative Benefits

A Member who is eligible for pension benefits in accordance with the terms of this Section 5 may, in lieu thereof, elect to receive his pension benefits in accordance with the terms of Section 9.

5.13 Commencement and Duration of Pensions

Except as otherwise provided in the Plan, the payment of pension benefits to a Member shall commence on the applicable commencement date specified in the Plan and shall be payable on the first day of each month thereafter during the remaining lifetime of the Member, with the last payment to the Member being made on the first day of the month in which the Member dies, subject to the terms of the normal form or any optional form of pension applicable to the Member pursuant to Section 6.
SECTION 6 - FORM OF PAYMENT OF PENSION BENEFITS

6.01 Normal Form of Benefit - Single Member

A Member who does not have a Spouse at the time pension payments begin shall receive a retirement pension in the form of an annuity payable for the life of the Member in monthly instalments, commencing on the Member’s retirement date and ceasing on the first day of the month in which the Member dies, with a guarantee that if the Member dies before eighty-four (84) monthly payments are made, that number of the eighty-four (84) monthly payments remaining unpaid shall continue to be paid to the Beneficiary until all remaining monthly payments have been made or, at the election of the Beneficiary, the Commuted Value of the remaining payments shall be paid in a lump sum cash payment. If there is no such Beneficiary, the Commuted Value of the remaining payments shall be paid in a lump sum cash payment to the estate of the Member.

6.02 Normal Form of Benefit - Member with a Spouse

Subject to Section 6.03, a Member who has a Spouse at the time pension payments begin shall receive a monthly pension payable for the life of the Member and continued after the Member’s death to a Spouse in an amount equal to 50% of the pension paid to the Member, with the guarantee that if the Member dies before eighty-four (84) monthly payments are made to the Member,

(i) where the Spouse predeceases the Member, the Commuted Value of the eighty-four (84) monthly payments remaining unpaid shall be paid to the estate of the Member in a lump sum; and

(ii) where the Spouse dies after the Member dies, the Commuted Value of the unpaid portion of the eighty-four (84) monthly payments guaranteed to be paid to the Member shall be paid to the estate of the Spouse in a lump sum.

6.03 Legislated Form of Benefit

(a) A Member, or an individual entitled to a deferred pension, who has a Spouse at the time pension payments begin shall receive a monthly retirement pension in the form of a joint and survivor pension payable from the Member’s or individual’s retirement date to the first day of the month in which the Member dies, with 60% of such monthly amount continuing to be paid thereafter to the surviving Spouse of the Member ceasing on the first day of the month in which the Spouse dies.

(b) Such pension as described above shall be the Actuarial Equivalent value of the normal form of benefit to which the Member is entitled under Section 6.02.

(c) The Member, or an individual, and his Spouse entitled to this benefit may waive this entitlement by delivering to the Administrator a written waiver in a form prescribed under the Pension Benefits Act, within a twelve (12) month period.
immediately preceding the date upon which payment of the pension is to commence.

Such waiver can be revoked in writing within the same period by the individuals who signed it.

6.04 Optional Forms

Subject to Section 6.03, at any time prior to pension commencement, a Member may elect to receive at pension commencement one of the optional forms of pension described below in lieu of the normal form of benefit provided under Section 6.01 or Section 6.02 above. The optional forms of pension described below shall be the Actuarial Equivalent value of the normal form of benefit to which the Member is entitled under this Section 6. If a Member who has a Spouse at the time pension payments begin elects an optional form below which would provide a pension greater in amount than that provided under the normal form of benefit, the pension payable shall be determined based on the Actuarial Equivalent of the pension that would otherwise be payable to a Member without a Spouse.

(a) Life Only

A monthly pension payable for life only with no minimum guaranteed period.

(b) Life and Ten (10) Years Guaranteed

A monthly pension payable for at least ten (10) years and as long as the Member survives.

(c) Joint and Survivor

A monthly pension payable for the life of the Member and continued after the Member’s death to a Spouse in such amount that is permitted by the University, the Pension Benefits Act and the Income Tax Act, which shall not be less than 50% of the pension paid to the Member.

(d) Joint and Survivor Reducing on First Death

A monthly pension payable until the earlier of the death of the Member or the death of the Member’s Spouse, and continuing to be paid thereafter for the life of the survivor in such amount that is permitted by the University, the Pension Benefits Act and the Income Tax Act, which shall not be less than 50% of the pension paid to the Member.

6.05 Acquiring a Spouse After Retirement

A Member who is receiving from the Fund a form of pension for a Member without a Spouse and who acquires a Spouse subsequent to pension commencement may elect no later than sixty (60) days following the date of acquiring a Spouse to have the pension benefit recalculated and paid in the form of a joint and survivor pension. Such pension shall be the Actuarial Equivalent value of the pension in pay and subject to any reconciliation of
benefits paid to the Member between the date on which the Member acquired a Spouse and the date on which the recalculated pension benefit amount commences, will commence to be paid from the first day of the month coincident with or next following the date upon which the Member acquired a Spouse. For greater certainty, the election contemplated in this Section 6.05 is available both to Members who did not have a Spouse on their pension commencement date under the Plan, and to Members who did have a Spouse on their pension commencement date under the Plan but in respect of whom a joint waiver was provided to the Administrator in accordance with Section 6.03(c) and the Member acquired a different Spouse after their pension commencement date.

6.06 Commuted Value Option

(a) In lieu of a monthly pension, a Member may, upon retirement, elect to receive the Commuted Value of the retirement benefits to which the Member is entitled under the Plan, provided that the Commuted Value of the Member’s retirement benefits accrued under Section 6.01 shall be at least equal to either one times, or, if the conditions in paragraph 8503(2)(h) of the Income Tax Act are met, twice the Member’s required contributions accumulated with Net Interest on the Fund to the date of determination.

(b) Such Commuted Value may be transferred to such other pension plan or retirement savings arrangement that may permit such transfers to be made provided the transfer is made in the form and manner prescribed under the Pension Benefits Act and the Income Tax Act, and provided that the administrator of the plan to which the money is transferred agrees in writing that the amount being transferred shall be treated as locked-in funds in accordance with the Pension Benefits Act.

6.07 Commutation of Small Pensions

Notwithstanding any other provisions of the Plan, in the event that:

(a) the annual pension payable at the Member’s Normal Retirement Date is not more than 4% of the YMPE in the year of the Member’s termination, or such other amount as may be prescribed under the Pension Benefits Act; or

(b) the annual survivor pension payable to the Spouse is not more than 4% of the YMPE in the year of the Member’s death, or such other amount as may be prescribed under the Pension Benefits Act; or

(c) the Commuted Value of the pension to which the Member is entitled is less than 20% of the YMPE in the year of the Member’s termination, or such other amount as may be prescribed under the Pension Benefits Act; or

(d) the Commuted Value of the survivor pension to which the Spouse is entitled is less than 20% of the YMPE in the year of the Member’s death, or such other amount as may be prescribed under the Pension Benefits Act;
the Commuted Value of the Member’s pension, or the Spouse’s survivor pension, shall be paid in a single lump sum, in full discharge of the University’s obligations under the Plan. For greater certainty, commutation and payment of a Spouse’s survivor pension under this Section 6.07 shall be effected only where the pension payable to the Member to which the survivor pension relates commenced to be paid on or after July 1, 2012.

6.08 Shortened Life Expectancy

In the event that a Member, Former Member or Pensioner becomes ill or disabled to the extent that his life expectancy is likely to be considerably shortened within the meaning of the Pension Benefits Act, the University may, at the request of the Member, Former Member or Pensioner, vary the terms of payment of the pension to which the Member, Former Member or Pensioner is entitled, subject to the limitations of the Income Tax Act.

6.09 Transfer of Lump Sum to Registered Retirement Savings Arrangement

If the person who is entitled to receive a lump sum payment under the Plan is the Member, or the Member’s Spouse or former Spouse, that person may elect to have that amount transferred directly on his behalf, subject to the maximum transfer limit prescribed under the Income Tax Act, to such other pension plan or retirement savings arrangement that may permit such transfers to be made, provided the transfer is made in the form and manner prescribed under the Pension Benefits Act and the Income Tax Act.
SECTION 7 - CONTRIBUTIONS

7.01 (a) Member’s Required Contribution

(i) (A) Full-time Employees

Except as set out in Sections 7.03, 7.04 (as applicable), 7.05 (as applicable) and 11.05, each Member shall contribute to the Plan by regular payroll deduction, based on the class of member and effective date, as follows:

<table>
<thead>
<tr>
<th>Class of Member</th>
<th>Period</th>
<th>Employee Contribution Rate on Regular Annual Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Up To YMPE</td>
</tr>
<tr>
<td>A.1 Faculty Members*</td>
<td>July 1, 2018 onwards</td>
<td>8.00%</td>
</tr>
<tr>
<td>A.2 TMG Members*</td>
<td>July 29, 2018 onwards</td>
<td>8.00%</td>
</tr>
<tr>
<td>A.2 SAAO Members*</td>
<td>July 29, 2018 onwards</td>
<td>8.00%</td>
</tr>
<tr>
<td>A.2 SAL Members*</td>
<td>October 3, 2018 onwards</td>
<td>8.00%</td>
</tr>
<tr>
<td>B. Librarians*</td>
<td>July 1, 2018 onwards</td>
<td>8.00%</td>
</tr>
<tr>
<td>C. Unifor Local 5555 Members</td>
<td>May 1, 2018 to December 31, 2022</td>
<td>8.646%</td>
</tr>
<tr>
<td></td>
<td>January 1, 2023 onwards</td>
<td>8.59%</td>
</tr>
<tr>
<td>C. Unifor Local 5555 Members</td>
<td>January 14, 2018 to December 31, 2022</td>
<td>7.646%</td>
</tr>
<tr>
<td></td>
<td>January 1, 2023 onwards</td>
<td>7.59%</td>
</tr>
<tr>
<td>D1. Members who are employees of:</td>
<td>July 27, 2014 onwards</td>
<td>7.00%</td>
</tr>
<tr>
<td>- McMaster Association of Part Time Students</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- McMaster University Faculty Association</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D2. Members who are employees of:</td>
<td>July 29, 2018 onwards</td>
<td>8.00%</td>
</tr>
<tr>
<td>- McMaster Children’s Centre Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Divinity College</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Members who are non-union employees of</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regional Medical Associates of Hamilton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Members who are union employees of Regional Medical Associates of Hamilton</td>
<td>May 1, 2018 to December 31, 2022</td>
<td>8.646%</td>
</tr>
<tr>
<td></td>
<td>January 1, 2023 onwards</td>
<td>8.59%</td>
</tr>
<tr>
<td>F. Full-time clinical faculty members of the Faculty of Health Sciences who must maintain membership in the Regional Medical Associates of Hamilton</td>
<td>July 29, 2018 onwards</td>
<td>8.00%</td>
</tr>
<tr>
<td>G. Other Members (not included above)</td>
<td>July 29, 2018 onwards</td>
<td>8.00%</td>
</tr>
<tr>
<td>H. MUALA Members</td>
<td>July 1, 2016 onwards</td>
<td>7.00%</td>
</tr>
</tbody>
</table>

* Subject to special adjustments under Section 7.04 and 7.05 (as applicable).
Historical Member contribution rates are set out in Appendix 1 to the Plan for reference purposes only.

(B) Part-time Employees

With respect to a part-time Employee or an individual who becomes a Member by virtue of Section 2.12(g), the contribution amount in Section 7.01(a)(i)(A) above shall be prorated by a ratio, the numerator of which is the Member’s hours scheduled to be worked as a part-time Employee during the Plan Year, and the denominator of which is the hours regularly scheduled to be worked by a full-time Employee.

(ii) Limit on Member Contributions

A Member’s contributions for any calendar year determined under Section 7.01(a)(i) above shall not exceed the lesser of:

(A) the maximum amount of employee contributions permitted under the Income Tax Act in that calendar year; and

(B) the amount obtained by applying the contribution formula applicable to the Member under Section 7.01(a)(i), 7.04 or 7.05, but instead of using the Member’s Regular Annual Salary, using the Maximum Annual Salary for the calculation.

Notwithstanding the above, the maximum amount permitted under paragraph (A) shall not apply in respect of any period for which the Minister of National Revenue has granted a waiver pursuant to subsection 8503(5) of the Income Tax Regulations.

(b) Member’s Additional Voluntary Contribution

Subject to Section 5.07 and where permitted under the Income Tax Act, a Member may make additional voluntary contributions to the Fund, which will be allocated to an individual account on behalf of the Member. In doing so he shall not cause the University to make any extra contributions.

(c) University’s Contributions

The University shall pay into the Fund each year the amount required to fund fully the normal cost of the Plan, as determined by the Actuary, after allowing for the Members’ required contributions. The University shall also make contributions to the Fund in respect of:

(i) any going concern unfunded liability;

(ii) the provision for adverse deviations in respect of the normal cost;

(iii) a Plan amendment that increases going concern liabilities; and
(iv) any reduced solvency deficiency under the Plan,

if, and in the manner, prescribed by the Pension Benefits Act, where terms used in this Section 7.01(c) have the meanings assigned to them under the Pension Benefits Act and its related regulations, provided that nothing in this Section 7.01(c) shall be construed to expand or restrict any authority the University may otherwise have to apply surplus toward its contribution obligation under the Plan.

No contribution shall be made by the University to the Fund in accordance with this Section 7.01(c) unless it is an eligible contribution as defined by the Income Tax Act.

7.02 Deposit of Employee Contributions

The University shall pay into the Fund all sums received by the University from an Employee or deducted from an Employee’s pay as the Employee’s contribution to the Plan, within the calendar month following the month the sum was received or deducted. The University’s contributions shall be paid into the Fund as and when prescribed under the Pension Benefits Act.

7.03 50% Allocation during Excess Actuarial Liabilities

During the period from the effective date of the Plan to June 30, 2002, 50% of the contributions required of each Member pursuant to Section 7.01(a) shall be made on behalf of the Member from those assets of the Plan that are certified by the Actuary to be in excess of the actuarial liabilities of the Plan.

7.04 Special Adjustments to Member Required Contributions for TMG Members, SAAO Members and SAL Members

Notwithstanding Section 7.01(a)(i), effective July 1, 2018, the following special adjustments to Member required contributions will apply:

(a) if the total University contributions to the Plan determined and made for any month after June 2018 are less than 90% but greater than or equal to 75% of the total Member contributions calculated pursuant to Section 7.01(a) before any special adjustments under this Section 7.04 are made for that month, then TMG Member, SAAO Member and SAL Member contributions to be made to the Plan pursuant to Section 7.01(a) in respect of that month will be calculated as 75% of the then current Employee Contribution Rate on Regular Annual Salary;

(b) if the total University contributions to the Plan determined and made for any month after June 2018 are less than 75% but greater than or equal to 50% of the total Member contributions calculated pursuant to Section 7.01(a) before any special adjustments under this Section 7.04 are made for that month, then TMG Member, SAAO Member and SAL Member contributions to be made to the Plan pursuant to Section 7.01(a) in respect of that month will be calculated as 50% of the then current Employee Contribution Rate on Regular Annual Salary;
(c) if the total University contributions to the Plan determined and made for any month after June 2018 are less than 50% but greater than or equal to 25% of the total Member contributions calculated pursuant to Section 7.01(a) before any special adjustments under this Section 7.04 are made for that month, then TMG Member, SAAO Member and SAL Member contributions to be made to the Plan pursuant to Section 7.01(a) in respect of that month will be calculated as 25% of the then current Employee Contribution Rate on Regular Annual Salary; and

(d) if the total University contributions to the Plan determined and made for any month after June 2018 are less than 25% of the total Member contributions calculated pursuant to Section 7.01(a) before any special adjustments under this Section 7.04 are made for that month, then TMG Member, SAAO Member and SAL Member contributions to be made to the Plan pursuant to Section 7.01(a) in respect of that month will be zero (0).

Notwithstanding any other provision of the Plan, the adjusted Member contributions determined under this Section 7.04 for a TMG Member, SAAO Member or SAL Member shall not exceed the amounts determined under Section 7.01(a)(ii), but using the relevant adjusted contribution formula applicable in this Section 7.04 in the calculation under Section 7.01(a)(ii)(B).

For the sake of further clarity, in this Section 7.04, “total University contributions to the Plan” means University contributions made to the Fund for the Plan pursuant to Section 7.01(c), and “total Member contributions” means Member required contributions calculated pursuant to Section 7.01(a) in respect of all Members of the Plan.

7.05 Special Adjustments to Member Required Contributions for Faculty Members and Librarians

Notwithstanding Section 7.01(a)(i), effective July 1, 2017, the following special adjustments to Member required contributions will apply:

(a) if the total University contributions to the Plan determined and made for any month after June 2017 are less than 90% but greater than or equal to 75% of the total Member contributions calculated pursuant to Section 7.01(a) before any special adjustments under this Section 7.05 are made for that month, then Faculty Member and Librarian Member contributions to be made to the Plan pursuant to Section 7.01(a) in respect of that month will be calculated as 75% of the then current Employee Contribution Rate on Regular Annual Salary;

(b) if the total University contributions to the Plan determined and made for any month after June 2017 are less than 75% but greater than or equal to 50% of the total Member contributions calculated pursuant to Section 7.01(a) before any special adjustments under this Section 7.05 are made for that month, then Faculty Member and Librarian Member contributions to be made to the Plan pursuant to Section 7.01(a) in respect of that month will be calculated as 50% of the then current Employee Contribution Rate on Regular Annual Salary;
(c) if the total University contributions to the Plan determined and made for any month after June 2017 are less than 50% but greater than or equal to 25% of the total Member contributions calculated pursuant to Section 7.01(a) before any special adjustments under this Section 7.05 are made for that month, then Faculty Member and Librarian Member contributions to be made to the Plan pursuant to Section 7.01(a) in respect of that month will be calculated as 25% of the then current Employee Contribution Rate on Regular Annual Salary; and

(d) if the total University contributions to the Plan determined and made for any month after June 2017 are less than 25% of the total Member contributions calculated pursuant to Section 7.01(a) before any special adjustments under this Section 7.05 are made for that month, then Faculty Member and Librarian Member contributions to be made to the Plan pursuant to Section 7.01(a) in respect of that month will be zero (0).

Notwithstanding any other provision of the Plan, the adjusted Member contributions determined under this Section 7.05 for a Faculty Member or Librarian Member shall not exceed the amounts determined under Section 7.01(a)(ii), but using the relevant adjusted contribution formula applicable in this Section 7.05 in the calculation under Section 7.01(a)(ii)(B).

For the sake of further clarity, in this Section 7.05, “total University contributions to the Plan” means University contributions made to the Fund for the Plan pursuant to Section 7.01(c), and “total Member contributions” means Member required contributions calculated pursuant to Section 7.01(a) in respect of all Members of the Plan.
SECTION 8 - ADDITIONAL SERVICE – TRANSFERS AND BUYBACKS

8.01 Other Employer Plans

(a) A Member who prior to entering the service of the University was an active participant in a previous employer’s registered pension plan, may transfer to the Fund monies payable from such previous registered pension plan, subject to the consent of the University. The University may approve the transfer only if the Fund monies are transferred to the Plan directly from the previous employer’s registered pension plan, and if the previous employer has provided the University with the necessary data, including a certification that no benefits remain payable from the previous registered pension plan after the transfer to the Fund, and certification of pensionable service and pension adjustment history.

(b) As a result of the transfer to the Plan under Section 8.01(a) and subject to the certification of any past service pension adjustment (as defined under the Income Tax Act), the University shall grant to the Member the amount of Pensionable Service which can be produced by the transferred amount, based on the recommendation of the Actuary. For the purposes of Section 8.01(c)(ii), such Pensionable Service shall be classified as “Pensionable Past Service”.

(c) (i) The University shall not grant Pensionable Past Service under the Plan in excess of the pensionable service granted to the Member under the registered pension plan of the previous employer.

(ii) Upon the Member’s termination of employment or death, the Member shall be entitled to receive a benefit equal to:

(A) the benefit payable in accordance with Sections 5, 9 or 10, as applicable, for Pensionable Service to the date the Member’s employment terminates, exclusive of the Member’s Pensionable Past Service granted under Section 8.01(b), and under Section 8.01(e) if any; plus

(B) the benefit payable under Sections 5, 9 or 10, as applicable, for the Member’s Pensionable Past Service granted under Section 8.01(b), and under Section 8.01(e) if any.

(iii) Subject to Section 8.01(f), the benefit payable to a Member under Section 8.01(c)(ii)(B) shall be payable in the same form and manner as elected by the Member in respect of the benefit payable for Pensionable Service and as provided under Sections 5, 6, 9 or 10, as applicable.

(iv) Any monies transferred to the Plan pursuant to Section 8.01(a) and contributions made by a Member pursuant to Section 8.01(e) if any, and any Pensionable Past Service granted to a Member in respect thereof, shall be excluded in determining the Member’s excess contributions for purposes of Sections 5.04, 9.01(a)(ii), 9.02(b)(i), 9.02(b)(ii) and 10.01(b).
(d) Upon termination of employment with the University, the amount transferred to the Plan pursuant to Section 8.01(a), or the amount contributed to the Plan pursuant to Section 8.01(e), if any, and the benefits provided therefrom shall be fully vested and non-commutable and the Member shall receive a benefit therefrom in accordance with Section 8.01(c)(ii)(B).

(e) Should the amount transferred to the Plan pursuant to Section 8.01(a) be insufficient to purchase Pensionable Service equal to the pensionable service credited to the Member in the previous employer’s pension plan, the Member may purchase Pensionable Service up to or equal to the difference, by transferring an amount or amounts from his personal registered retirement savings plan or contributing an amount or amounts to the Plan, as determined by the Actuary. The purchase of Pensionable Service and the making of contributions for that purpose pursuant to this Section 8.01(e) shall be permitted only after certification of the appropriate past service pension adjustment (as defined under the Income Tax Act) is received from the Canada Revenue Agency, if applicable, and only as permitted under the Income Tax Act. For the purposes of Section 8.01(c)(ii), such Pensionable Service shall be classified as “Pensionable Past Service”.

(f) Notwithstanding Section 8.01(c),

(i) if upon termination of employment the Member elects a transfer option offered under the Plan pursuant to either Section 6.06 or Section 9.02(a)(i) or 9.02(b)(ii), as applicable, in respect of the benefit provided under the Plan for the Member’s Pensionable Service; or

(ii) if upon the pre-retirement death of the Member, the Member’s Spouse elects to receive, or the Beneficiary or estate receives, as the case may be, a lump sum payment pursuant to either Section 10.01(a) or 10.01(b) in respect of the benefit provided under the Plan for the Member’s Pensionable Service,

the Member or the Spouse or Beneficiary, as the case may be, shall elect that the benefit provided in respect of the Member’s Pensionable Past Service pursuant to Section 8.01(c)(ii), in an amount equal to the greater of:

(iii) the amount transferred to the Plan pursuant to Section 8.01(a), plus the amount contributed to the Plan pursuant to Section 8.01(e) if any, each such amount credited each Plan Year from the date of transfer or contribution to the date of transfer or payment, as applicable, accumulated with Net Interest on the Fund; and

(iv) the Commuted Value of the benefit provided by Section 8.01(c)(ii)(B), be transferred in the same manner as elected by the Member under Section 6.06 or Section 9.02(a)(i) or 9.02(b)(ii) as received by the Spouse or Beneficiary in a lump sum payment under Section 10.01, as the case may be, in respect of the benefit provided under the Plan for the Member’s Pensionable Service.
8.02 Transfer from Hourly Plan to this Plan

If an individual who is entitled to benefits as a participant under the Hourly Plan is transferred from eligible employment with the University to employment in which he is eligible to participate in this Plan,

(a) the commuted value of the benefits to which that individual was entitled under the Hourly Plan as at the date of transfer shall be deposited to the Fund. In no event shall the amount of the transfer be less than the value of the benefits to which the Member would otherwise be entitled under the Hourly Plan;

(b) the individual shall not be entitled to benefits under the Hourly Plan; and

(c) the Pensionable Service of the individual for purposes of this Plan shall include the total of the years and partial years of Continuous Service with the University as a participant under the Hourly Plan.

In no event shall the commuted value of the individual’s benefits under the Hourly Plan be transferred from the Hourly Plan to this Plan pursuant to Section 8.02(a) above unless the University confirms that the Commuted Value of the benefits to which the individual will be entitled under this Plan in respect of the Pensionable Service recognized under this Plan on account of periods prior to the date of transfer will not be less than the commuted value of the individual’s benefits transferred from the Hourly Plan to this Plan.

8.03 Transfer from this Plan to the Hourly Plan

If an Employee who is entitled to benefits under this Plan is transferred to employment with the University in which he is eligible to participate under the Hourly Plan,

(a) the Commuted Value of the benefits to which that individual was entitled under this Plan as at the date of transfer shall be deposited to the Hourly Plan. In no event shall the transfer be less than the Commuted Value of the benefits to which the Member would otherwise be entitled under this Plan;

(b) the individual shall not be entitled to benefits under this Plan; and

(c) the pensionable service of the individual for purposes of the Hourly Plan shall include the total of the years and partial years of Continuous Service as a participant under this Plan.

In no event shall the Commuted Value of the individual’s benefits under the Plan be transferred from the Plan to the Hourly Plan pursuant to Section 8.03(a) unless the administrator of the Hourly Plan confirms that the commuted value of the benefits to which the individual will be entitled under the Hourly Plan in respect of the pensionable service recognized under the Hourly Plan on account of periods prior to the date of transfer will not be less than the Commuted Value of the individual’s benefits transferred from the Plan to the Hourly Plan.
8.04 Buyback of Past Service

Subject to the limits and other applicable restrictions set out in the Income Tax Act, upon payment by a Member of the amount determined by the Actuary, such Member may elect to receive additional Pensionable Service under the Plan in respect of any period in which such Member:

(a) subject to Section 2.12(f) and Section 3.01(b) was eligible for membership in this Plan or the Original Plan but was not a Member of this Plan or a member of the Original Plan;

(b) was a former contributing participant under this Plan or the Original Plan and was not accruing benefits under any registered pension plan maintained by the University including, without limitation, in respect of periods of lay-off during which no contributions were made pursuant to Section 7.01(a), provided that the Member returned to active employment with the University and became a Member of this Plan or a member of the Original Plan upon such return; or

(c) for periods of service permitted under the Income Tax Act, was accruing benefits under the registered pension plan or deferred profit sharing plan of an employer, including, without limitation, the University, provided that, upon ceasing to be employed by such other employer, the Member did not receive the employer-paid portion of any benefit under such employer’s plan.

Upon payment by the Member of the required amount and upon certification of any past service pension adjustment as defined in the Income Tax Act, the Member’s Pensionable Service shall be increased accordingly.

8.05 Transfer from Original Plan to this Plan Pursuant to the Surplus Agreement

(a) Liabilities for benefits payable under the Original Plan to all persons included in the Surplus Sharing Group (as defined in the Surplus Agreement) and assets in respect of those liabilities and in respect of the actuarial surplus disclosed in the July 1, 2000 funding actuarial valuation report on the Plan prepared by the Actuary shall be transferred to this Plan from the Original Plan in accordance with the Surplus Agreement.

(b) In no event shall the Commuted Value of the benefits to which an individual who is a member of the Surplus Sharing Group (as defined in the Surplus Agreement) is entitled under this Plan in respect of a period prior to the date of transfer pursuant to Section 8.05(a), or such individual’s rights in respect of such benefits, be less than the commuted value of the benefits or the rights in respect of such benefits, as the case may be, to which the individual was entitled in respect of such period under the Original Plan immediately prior to such date of transfer.
8.06  Buyback of Pensionable Service for Eligible Unpaid Leaves of Absence

A Member may, for any leave of absence without pay in relation to which the Member had the option to continue to participate in the Plan, purchase Pensionable Service under the Plan in respect of such leave in accordance with Section 11.04.
SECTION 9 - TERMINATION OF EMPLOYMENT

9.01 For Benefits Accrued Prior to January 1, 1987

(a) If the employment of a Member is terminated for any reason other than death or
disability, then he shall become a Former Member until full and final settlement of
all entitlements under the Plan has been made as described below in this Section 9,
or until he becomes a Pensioner, and he may elect (i) or (ii) below with respect to
that portion of his entitlements not described in Section 9.02:

(i) To transfer an amount equal to twice the Member’s required contributions
made prior to January 1, 1987, accumulated with Net Interest on the Fund,
to such other retirement savings arrangement or pension plan that
may permit such transfers to be made, provided that the transfer is made in the
form and manner prescribed by the Income Tax Act and the Pension
Benefits Act, and provided that the administrator of the plan to which the
amount is transferred agrees in writing that the amount transferred shall be
locked-in to provide a life annuity under which payments shall not
commence prior to the individual’s Early Retirement Date under the Plan. If
the Commuted Value of the Member’s entitlements not described in Section
9.02 is larger than the amount determined above, then the Commuted Value
will be transferred instead; or

(ii) To receive a deferred pension equal to the pension entitlement not described
in Section 9.02, payable in the form permitted under the Plan and
commencing at the Member’s Normal Retirement Date. If the Member’s
required contributions for Pensionable Service prior to January 1, 1987,
accumulated with Net Interest on the Fund exceed 50% of the Commuted
Value of the deferred pension described above, the excess shall be paid to
the Member in a lump sum or, subject to the maximum transfer limit
prescribed under the Income Tax Act, be transferred to such other retirement
savings arrangement or pension plan that may permit such transfers to be
made, provided that the transfer is made in the form and manner prescribed

9.02 For Benefits Accrued on and After January 1, 1987

(a) Subject to 9.02(b) and 9.02(c) below, if the employment of a Member is terminated
for any reason other than death or disability, then he shall become a Former
Member until full and final settlement of all entitlements under the Plan have been
made as described below in this Section 9, or until he becomes a Pensioner, and he
may elect (i) or (ii) with respect to benefit entitlement earned on and after January
1, 1987 and any benefit improvements granted between January 1, 1987 and the
date of termination:
(i) To transfer an amount equal to the greater of:

(A) either one time, or, if the conditions in paragraph 8503(2)(h) of the Income Tax Act are met, twice the Member’s required contributions accumulated with Net Interest on the Fund for Pensionable Service on and after January 1, 1987, to such other pension plan or retirement savings arrangement that may permit such transfers to be made provided the transfer is made in the form and manner prescribed under the Pension Benefits Act and the Income Tax Act, and provided that the administrator of the plan to which the money is transferred agrees in writing that the amount transferred shall be locked-in to provide a life annuity under which payments shall not commence prior to the individual’s Early Retirement Date under the Plan; and

(B) the Commuted Value of the deferred pension under Section 9.02(a)(ii) to another pension plan or retirement savings arrangement as provided under Section 9.02(a)(ii)(A) above. If the Member’s required contributions for Pensionable Service on and after January 1, 1987, accumulated with Net Interest on the Fund, exceed 50% of the Commuted Value of the deferred pension described above, the excess shall be paid to the Member in a lump sum cash payment or, subject to the maximum transfer limit prescribed under the Income Tax Act, be transferred to such other pension plan or retirement savings arrangement that may permit such transfers to be made, provided the transfer is made in the form and manner prescribed under the Pension Benefits Act and the Income Tax Act.

(ii) To receive a deferred pension payable in the form permitted under the Plan and commencing at the Normal Retirement Date. If the Member’s required contributions for Pensionable Service on and after January 1, 1987, accumulated with Net Interest on the Fund, exceed 50% of the Commuted Value of the deferred pension described above, the excess in respect of Pensionable Service between January 1, 1987 and December 31, 1990 shall be paid to the Member in a lump sum cash payment or, subject to the maximum transfer limit prescribed under the Income Tax Act, be transferred to such other pension plan or retirement savings arrangement that may permit such transfers to be made, provided the transfer is made in the form and manner prescribed under the Pension Benefits Act and the Income Tax Act, and the excess in respect of Pensionable Service on and after January 1, 1991 shall be paid to the Member in a lump sum cash payment.

(b) Notwithstanding (a) above, for a Member who is newly hired by the University on or after May 1, 2010 and joins the Plan as a Unifor Local 5555 Member, if the employment of such Member is terminated for any reason other than death or disability, then he shall become a Former Member until full and final settlement of all entitlements under the Plan have been made as described below in this Section 9,
or until he becomes a Pensioner, and, upon such settlement he may elect (i) or (ii) with respect to benefit entitlement earned and any benefit improvements granted:

(i) To receive a deferred pension payable in the form permitted under the Plan and commencing at the Normal Retirement Date. If the Member’s required contributions accumulated with Net Interest on the Fund, exceed 50% of the Commuted Value of the deferred pension described above, the excess shall be paid to the Member in a lump sum cash payment or transferred to another pension plan or retirement savings arrangement in accordance with the provisions of the Pension Benefits Act and the Income Tax Act, or

(ii) To transfer the Commuted Value of the deferred pension to another pension plan or retirement savings arrangement that may permit such transfers to be made provided the transfer is made in the form and manner prescribed under the Pension Benefits Act and the Income Tax Act, and provided that the administrator of the plan to which the money is transferred agrees in writing that the amount transferred shall be locked-in to provide a life annuity under which payments shall not commence prior to the individual’s Early Retirement Date under the Plan. If the Member’s required contributions accumulated with Net Interest on the Fund, exceed 50% of the Commuted Value of the deferred pension described above, the excess shall be paid to the Member in a lump sum cash payment or transferred to another pension plan or retirement savings arrangement in accordance with the provisions of the Pension Benefits Act and the Income Tax Act.

For greater certainty and notwithstanding Section 9.02(a)(i)(A) above, a Member who is newly hired by the University on or after May 1, 2010 and joins the Plan as a Unifor Local 5555 Member shall not be entitled to elect a transfer of twice his required contributions accumulated with Net Interest on the Fund as described in Section 9.02(a)(i)(A) and will, instead, only be entitled to elect the remaining payment options described in Section 9.02(a).

(c) Notwithstanding Section 9.02(a)(i)(A) above, a Faculty Member or Librarian who becomes an Employee after July 1, 2013 shall not be entitled to elect a transfer of twice his required contributions accumulated with Net Interest on the Fund as described in Section 9.02(a)(i)(A) and will, instead, only be entitled to elect the remaining payment options described in Section 9.02(a).

9.03 Termination prior to Age 55

A Member terminating prior to age fifty-five (55) and electing a deferred pension under Sections 9.01(a)(ii), 9.02(a)(ii) or 9.02(b)(i) is entitled to elect to commence receiving a pension on the 1st of any month coincident with or following the date the Member attains age fifty-five (55), or on the Member’s Special Retirement Date if applicable. Such pension shall not commence prior to the date the individual notifies the Administrator of such election. Such early retirement pension for a Member who had not attained their Special Retirement Date as at their date of termination of employment shall be the Actuarial Equivalent of the deferred pension payable on the Member’s Normal Retirement Date, subject to applicable requirements of the Income Tax Act. If the Member had attained their Special Retirement Date as at their date of termination of
employment, their early retirement pension shall be unreduced. For greater certainty, where a Member has elected or is deemed to have elected a deferred pension under the Plan, the Member shall no longer be eligible to elect a transfer in accordance with Section 9.01(a)(i) or 9.02(a)(i).

9.04 Termination at or after Age 55

(a) A Member who has attained age fifty-five (55) at termination and who has elected a deferred pension under Sections 9.01(a)(ii), 9.02(a)(ii) or 9.02(b)(i) is entitled to commence receiving a pension on the first of any month coincident with or next following the election to commence a pension early. If the Member had not attained their Special Retirement Date as at their date of termination of employment, such early retirement pension shall be their deferred pension less 0.5% of such deferred pension for each month that the pension commencement date precedes the Member’s Normal Retirement Date, subject to applicable requirements of the Income Tax Act. If the Member had attained their Special Retirement Date as at their date of termination of employment, their early retirement pension shall be unreduced.

(b) The early retirement benefit for a Member who had not attained their Special Retirement Date as at their date of termination of employment shall not be less than the Actuarial Equivalent of the deferred pension, reduced in accordance with Section 9.04(a), that would be payable at the Member’s Normal Retirement Date except in such instances and to such extent that further reduction is required under Regulation 8503(3)(c) of the Income Tax Act.

9.05 Benefits from Additional Voluntary Contributions

In addition to the benefits described in Sections 9.01 and 9.02, a terminated Member is entitled to receive a refund of additional voluntary contributions made by the Member, accumulated with Net Interest on the Fund. Additional voluntary contributions, accumulated with interest prior to July 1, 1966, are subject to a 5% withdrawal charge.

9.06 Restrictions on Elections and Portability

Notwithstanding Sections 9.01, 9.02, 9.03 and 9.05:

(a) All transfers made under this Section 9 are subject to the requirements of the Pension Benefits Act and the Income Tax Act.

(b) Where a Member has a benefit entitlement under both Sections 9.01 and 9.02, the Member must elect the same form of payment (lump sum or monthly pension) in respect of the Member’s benefit entitlement under both sections.

(c) Where the Member fails to make an election within the period prescribed by the Administrator for this purpose (which period shall comply with the Pension Benefits Act), the Member shall be deemed to elect to receive a deferred pension pursuant to Sections 9.01(a)(ii), 9.02(a)(ii) and 9.02(b)(i), as applicable, and the Member shall...
be deemed to elect to receive any excess contributions to his credit in a lump sum cash payment.

9.07 Transfer of Commuted Value of Deferred Pension by Former Members Who Were Members of the Regional Medical Associates

A Former Member who was a member of the Regional Medical Associates and who is entitled to a deferred pension pursuant to Sections 9.01(a)(ii) or 9.02(a)(ii) shall be permitted to elect, on a one-time basis, a transfer of the Commuted Value of such deferred pension to a prescribed retirement savings arrangement if he so elects prior to March 31, 2007, provided that the transfer is made in the form and manner provided under the Pension Benefits Act and the Income Tax Act and in accordance with this Section 9.

9.08 Grow-in Benefits

Where a Member’s employment has been terminated as a result of an “activating event”, as that term is used in section 74 of the Pension Benefits Act, as it may be modified and renumbered from time to time, and the Member’s combination of age plus years of Continuous Service or continuous membership in the Plan equals at least fifty-five (55) on the effective date of the terminating event, then such Member has the right, but only to the extent required by section 74 of the Pension Benefits Act, to receive a pension commencing prior to Normal Retirement Date, calculated in accordance with Section 5, as modified by section 74 of the Pension Benefits Act. The dates on which such a benefit can commence will be as provided for under the Pension Benefits Act.

For greater certainty, for purposes of entitlement to a bridging benefit under Section 5.10, the affected Member must have at least 10 years of Continuous Service.
SECTION 10 - DEATH BENEFITS

10.01 Pre-Retirement Death Benefits

If a Member, or Former Member who is entitled to a deferred pension dies prior to the commencement of his pension, the Member’s or Former Member’s Spouse, or where no Spouse exists or the Spouse has waived entitlement, the Member’s or Former Member’s Beneficiary or estate at the date of death, shall receive:

(a) a refund of the Member’s or Former Member’s required contributions made for Pensionable Service before January 1, 1987, accumulated with Net Interest on the Fund; and

(b) the Commuted Value of the pension earned for Pensionable Service after December 31, 1986, plus the Commuted Value of any pension entitlements granted after December 31, 1986 for Pensionable Service up to that date. The Spouse, Beneficiary or estate, as applicable, shall also receive a refund of any required contributions made for Pensionable Service after December 31, 1986, accumulated with Net Interest on the Fund, which exceed 50% of the Commuted Value determined in this Section 10.01(b).

10.02 Benefits from Additional Voluntary Contributions

In addition to the death benefits under Section 10.01, the Member’s or Former Member’s Spouse, or where no Spouse exists or the Spouse has waived entitlement, the Member’s or Former Member’s Beneficiary or estate at the date of death, shall receive a refund of the additional voluntary contributions accumulated with Net Interest on the Fund.

10.03 Settlement for Spouse

A Spouse is entitled to elect, in lieu of the lump sum payments under Sections 10.01 and if applicable, 10.02, to receive an immediate or deferred pension payable for the Spouse’s lifetime which has a Commuted Value equal to such lump sum payments, or, subject to the maximum transfer limit prescribed under the Income Tax Act, to transfer the Commuted Value of the death benefit payable under this Section 10 to such other pension plan or retirement savings arrangement that may permit such transfers to be made, provided the transfer is made in the form and manner prescribed under the Pension Benefits Act and the Income Tax Act.

10.04 Waiver of Pre-Retirement Death Benefit

A Spouse may waive entitlement to the pre-retirement death benefit of a Member or Former Member by delivering to the Administrator a written waiver in a form prescribed under the Pension Benefits Act. Such waiver form shall be submitted to the Administrator within sixty (60) days of its completion. Such waiver can be revoked in writing by the Spouse who signed it.
10.05 Death After Pension Commencement

Any death benefit payable upon the death of an individual who has commenced to receive a pension from the Fund is determined in accordance with the form of pension being paid to the individual pursuant to Section 6.

10.06 Designation of Beneficiary

(a) A Member may, by written notice delivered to the Administrator, designate a Beneficiary to receive any amounts payable under the Plan to a Beneficiary on the death of the Member. Each such written notice shall be in such form and executed in such manner as determined by the Administrator, subject to applicable laws. A Member may revoke or amend such designation, including after the Member’s pension has commenced, in the same manner at any time, subject to any applicable laws governing the designation of beneficiaries.

(b) If a Member does not validly designate a Beneficiary, or if the Beneficiary predeceases the Member, any benefits payable to the Member’s Beneficiary will be paid in a lump sum to the estate of the Member.

(c) If a Beneficiary, as a result of a Member’s death, is entitled to payments under the Plan and if the Beneficiary dies before receiving any or all of the payments due to him, the Commuted Value of the remainder of the payments will be paid in a lump sum to the estate of the Beneficiary.
SECTION 11 - LEAVE OF ABSENCE AND DISABILITY

11.01 Membership During Leave of Absence

If a Member is granted a leave of absence, he shall remain a Member while on such leave of absence except as otherwise provided in this Section 11.

11.02 Leave with Pay

If such leave of absence is with pay, all contributions and benefit accruals shall continue and for purposes of this calculation, Regular Annual Salary shall be that which would have been in effect had the individual remained an active Employee.

11.03 Leave without Pay

Subject to Section 11.04, an Employee who is a Member (or was a member of the Original Plan in respect of whom assets and liabilities were transferred to this Plan pursuant to the Surplus Agreement or pursuant to the asset transfer effective July 1, 2003) immediately prior to a leave of absence without pay that is approved by the University shall,

(a) subject to Section 11.03(b), and unless otherwise provided for in this Section 11.03, if the Member does not participate in another registered pension plan, elect, prior to the commencement of the leave,

(i) to cease contributions and benefit accruals under the Plan in respect of the period of absence; or

(ii) to continue contributions and benefit accruals under the Plan in respect of the period of absence, in which case the Employee shall, in a form and manner acceptable to the Administrator, remit contributions to the University in an amount equal to the Employee’s required contribution calculated in accordance with Section 7.01(a), and for purposes of this calculation, Regular Annual Salary shall be that which would have been in effect had the individual remained an active Employee; or

(b) if the Member is a Unifor Local 5555 Member whose leave of absence without pay is a leave of absence in respect of which the Employment Standards Act, 2000 or other applicable legislation requires that the Member be provided the option to continue to participate in the Plan, or is approved for the purpose of pursuing job-related training and begins on or after January 1, 2013, elect, prior to the commencement of such leave,

(i) to cease contributions and benefit accruals under the Plan in respect of the period of absence; or

(ii) to continue contributions and benefit accruals under the Plan in respect of the period of absence, in which case the Employee shall, in a form and manner acceptable to the Administrator, remit contributions to the
University in an amount equal to the Employee’s required contribution calculated in accordance with Section 7.01(a), and for purposes of this calculation, Regular Annual Salary shall be that which would have been in effect had the individual remained an active Employee; or

(c) if the Member participates in another registered pension plan in which the University is not a participating employer, cease contributions and benefit accruals under the Plan during such period of participation in the other plan.

Notwithstanding the foregoing, and subject only to Section 11.03(b), a Unifor Local 5555 Member whose leave of absence without pay is approved to begin on or after January 1, 2013 shall not be entitled to make the election in Section 11.03(a) and shall, instead, cease contributions and benefit accruals under the Plan in respect of the entire period of absence.

Notwithstanding the foregoing, where the Member is a member of The Management Group (TMG), for leaves of absence without pay approved to begin on or after January 1, 2019, except where the Employment Standards Act, 2000 (Ontario) (as amended from time to time) or other applicable legislation requires such election to be provided in respect of the leave, the Member shall not be entitled to make the election in Section 11.03(a) and shall, instead, cease contributions and benefit accruals under the Plan in respect of the entire period of absence.

11.04 Buyback of Benefits

No benefit shall accrue to an Employee under Section 11.03 for any period in respect of which the Employee does not make contributions to the Plan; except that, where Employee contributions and benefit accruals under the Plan cease in respect of a period of approved leave of absence, the Employee may, upon return to active employment with the University and with the written consent of the University, purchase the benefits that would otherwise be provided under the Plan in respect of such period by contributing an amount equal to the amount required to be contributed by the Employee together with Net Interest on the Fund and an amount equal to the amount required to be contributed by the University as determined by the Actuary as at the date the contribution is to be made. Contributions made to this Section shall be subject to the Income Tax Act and the Pension Benefits Act. No Employee may purchase benefits that would otherwise be provided under the Plan in respect of such period if the Employee is entitled to benefits accrued under another employer’s registered pension plan in respect of the same period.

11.05 Total Disability

(a) Notwithstanding the provisions of Sections 11.02, 11.03 and 11.04, if an individual becomes totally disabled and the individual was a Member immediately preceding such disability, or assets and liabilities were transferred to the Plan from the Original Plan pursuant to the Surplus Agreement in respect of an individual who is totally disabled, then, while the individual is in receipt of income from the University sponsored Long Term Disability Plan, the individual shall not be required to contribute to the Plan but shall continue benefit accruals under the Plan.
For the purpose of calculating benefit accruals for those individuals who are totally disabled, Regular Annual Salary and YMPE shall be equal to the Regular Annual Salary and YMPE in effect on the date immediately prior to the individual becoming totally disabled, increased each July 1 by the percentage increase calculated for pensions in pay in Section 5.08(a) (and, where applicable, Section 5.09), starting with the later of July 1, 1990 or the July 1 following commencement of receipt of income from the University Long Term Disability Plan, if a greater benefit entitlement under the Plan is produced.

The Regular Annual Salary and YMPE for individuals subject to this Section 11.05 on July 1, 2003, will be further increased by 1.5% effective July 1, 2003.

Notwithstanding any of the above in this Section 11.05, the increases to the Regular Annual Salary and YMPE of an individual during the period of total disability while in receipt of income from the University sponsored Long Term Disability Plan, shall not exceed the cumulative increase in the Consumer Price Index during the same period, in accordance with the requirements of the Income Tax Act.

**11.06 Limit on Granting Pensionable Service**

The amount of Pensionable Service granted under Section 11.03 in respect of periods of absence before January 1, 1991 is limited to a maximum full-time equivalent of two (2) years, or to three (3) years for periods of short-term appointment to federal and provincial governments, committees or commissions or loan to a union, educational institution or charitable organization where benefits do not accrue for such service under another pension plan.

In respect of periods of absence after December 31, 1990, the amount of Pensionable Service granted under Section 11.03 is limited to a maximum full-time equivalent of five (5) years, plus an additional three (3) years credited in respect of absences that occurred within the twelve (12) month period which commences at the time of the birth or adoption of a child of the Member.
SECTION 12 - GENERAL PROVISIONS

12.01 Non-Alienation of Benefits

No Member or other individual entitled to receive any pension benefit hereunder shall have any right, title, authority or power to anticipate, alienate, transfer, mortgage, hypothecate, pledge, charge, commute, give as security or surrender, or otherwise encumber or dispose of such pension benefit or any interest therein, nor shall monies payable under the Plan be subject to assignment, attachment, execution, garnishment, sequestration, or other seizure whatsoever, except as allowed under the Pension Benefits Act in satisfaction of an order under the Family Law Act, R.S.O. 1990, a domestic contract as defined under Part IV of that Act or a family arbitration award made under the Arbitration Act, 1991, or unless a reduction in benefits is necessary in order to avoid revocation of the registration of the Plan.

12.02 Surrender or Commutation

A pension or deferred pension payable under the Plan shall not be capable of surrender or commutation, except in accordance with Sections 9.01, 9.02 or 6.07.

12.03 Information To Be Provided Before Administrator Pays Benefits

Payment of benefits shall not be made until the person entitled to payment of the benefits delivers to the Administrator such information and other documents as the Administrator may require to confirm the payee’s entitlement and calculate and pay the benefit.

12.04 Captions and Headings

The captions, headings and table of contents of the Plan are included for convenience of reference only and shall not be used in interpreting provisions of the Plan.

12.05 Construction

(a) The Plan is intended to constitute an employee’s pension plan qualified for registration under the Income Tax Act and the Pension Benefits Act.

(b) The Plan shall be governed and construed in accordance with the laws of the Province of Ontario and the Income Tax Act.
SECTION 13 - ADMINISTRATION OF THE PLAN

13.01 Administrator of the Plan

The Administrator of the Plan shall be McMaster University which shall be responsible for all matters relating to the administration, interpretation and operation of the Plan.

13.02 Plan Summary

The Administrator shall provide each Employee with a written explanation of the terms and conditions of the Plan, together with an explanation of the rights and duties of the Employee, all in accordance with the requirements set out under the Pension Benefits Act.

13.03 Notice of Amendment

The Administrator shall provide, where required under the Pension Benefits Act, notice of amendments to the Plan to such persons as are entitled to such notice, all in accordance with the requirements set out under the Pension Benefits Act.

13.04 Periodic Benefit Statements

The Administrator shall, as and when prescribed under the Pension Benefits Act, provide to each Member, Former Member and Pensioner a written statement containing the information prescribed under the Pension Benefits Act in respect of the Plan and the Member’s, Former Member’s or Pensioner’s pension benefits.

13.05 Termination Statement

When a Member of the Plan terminates employment or otherwise ceases to be an Employee, the Administrator shall give to the Former Member, or to any other person who as a result becomes entitled to a payment under the Plan, a written statement setting out the information prescribed under the Pension Benefits Act in respect of the benefits, rights and obligations of the Former Member or other person.

13.06 Inspection of Plan Documents

(a) The Administrator shall, upon request of a person entitled under the Pension Benefits Act to make such a request, make available the documents and information in respect of the Plan and the Fund prescribed under the Pension Benefits Act. The Administrator shall do so in the manner provided under the Pension Benefits Act.

(b) An individual set out in Section 13.06(a) is entitled to make such a request for inspection not more than once in a calendar year.

(c) The Administrator shall permit the person making the inspection to make extracts from or to copy the prescribed documents and information. On request, the Administrator shall provide the person making the inspection with copies of any of
the prescribed documentation or information upon payment to the Administrator of a reasonable fee.
SECTION 14 - ADMINISTRATION OF THE FUND

14.01 Prior Plan Annuities

Benefits purchased under the Prior Plan from the Government Annuities Branch shall be provided by the Government Annuities Branch and all other benefits shall be paid from the Fund.

14.02 Fund Agreement

Subject to the terms of the Plan, the provisions of the Pension Benefits Act, the Income Tax Act and any other applicable legislation governing the administration, investment or maintenance of pension funds eligible for registration under the Income Tax Act, the Fund shall be administered by the Financial Carrier in accordance with the trust agreement or insurance contract, whichever is appropriate.

14.03 Expenses

All normal and reasonable fees and expenses incurred in the operation of the Fund and the Plan shall be paid from the Fund, unless paid by the University. Fees and expenses of the Administrator and its agents, arising from the administration of the Plan, may be paid from the Fund unless paid by the University, subject to review of the Pension Trust Committee (or successor) so long as:

(a) such payment qualifies as a permissible distribution under the Income Tax Act; and

(b) such payment is not prohibited by the Pension Benefits Act.

14.04 Fund Investment

Subject to the provisions of the Pension Benefits Act and the Income Tax Act, the University shall direct the investment of the Fund in the manner provided in the trust agreement or insurance contract, whichever is appropriate.

14.05 Currency

All calculations and payments associated with the Plan shall be in Canadian currency.

14.06 Surplus Agreement

(a) The Surplus (as defined in the Surplus Agreement) shall be applied in accordance with the Surplus Agreement provided that in the event that the Surplus (as defined in the Surplus Agreement) is not fully applied or disposed of by the Surplus Agreement, any amount remaining, and any amount derived therefrom, may be applied in the same manner as surplus arising under the Plan otherwise than in connection with the transfer of assets and liabilities from the Original Plan under the Surplus Agreement.
(b) The Distributable Surplus (as defined in the Surplus Agreement) shall be distributed to or otherwise applied in accordance with the Surplus Agreement for the benefit of:

(i) the University;

(ii) those individuals entitled any time during the period July 1, 2000 to December 31, 2000 to benefits under the Original Plan whose consent has been obtained in accordance with the Surplus Agreement to the distribution or other application of the Distributable Surplus (as defined in the Surplus Agreement) pursuant to such Agreement; and

(iii) the surviving beneficiaries or estate of an individual described in Section 14.06(b) who dies prior to the distribution or other application of the Surplus (as defined in the Surplus Agreement) for his benefit.

(c) In the event that the Distributable Surplus (as defined in the Surplus Agreement) is distributed to the University and the individuals described in Sections 14.06(b)(ii) and (iii) above in accordance with the Surplus Agreement, the entitlement of any person to surplus existing in the Plan at any time after such distribution shall be determined by agreement between the University and such persons or associations as may be required under then existing agreements or otherwise by law, provided that where no such agreement is made, entitlement to surplus (other than Distributable Surplus as defined in the Surplus Agreement) shall be determined in a proceeding commenced in the Ontario Superior Court of Justice (or any successor thereto).

(d) Notwithstanding Section 15.01, the University may not amend this Section 14.06 unilaterally.
SECTION 15 - CHANGE OR DISCONTINUATION OF THE PLAN

15.01 Continuation of the Plan

It is the intention of the University to continue contributions under the Plan as long as it is reasonably possible to do so. However, the University may, by Resolution of the Board of Governors, modify or terminate the Plan or the method of funding the Plan at any time.

15.02 Amendment to the Plan

No amendment to the Plan shall reduce:

(a) the amount or the Commuted Value of a pension benefit accrued under the Plan with respect to employment before the effective date of the amendment; or

(b) the amount or the Commuted Value of a pension or deferred pension accrued under the Plan; or

(c) the amount or the Commuted Value of an ancillary benefit for which a Member or Former Member has met all eligibility requirements under the Pension Plan necessary to exercise the right to receive payment of the benefit.

Where an amendment results in a certifiable past service pension adjustment (PSPA) as defined by the Income Tax Act in respect of a Member, the amendment shall not apply to the Member prior to certification of the PSPA by the Canada Revenue Agency.
## APPENDIX 1 - HISTORICAL MEMBER CONTRIBUTION RATES

<table>
<thead>
<tr>
<th>Class of Member</th>
<th>Period</th>
<th>Employee Contribution Rate on Regular Annual Salary</th>
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<tbody>
<tr>
<td></td>
<td>Up To YMPE</td>
<td>In Excess Of YMPE</td>
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<tr>
<td>A.1 Faculty Members*</td>
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<td></td>
<td>July 1, 2006 to June 30, 2007</td>
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<td>July 1, 2007 to June 30, 2012</td>
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<td>July 1, 2012 to June 30, 2013</td>
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<td>A.2 TMG Members*</td>
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<td>A.2 SAAO Members*</td>
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<td>July 1, 2007 to January 9, 2010</td>
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<td>July 7, 2013 to July 28, 2018</td>
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<td>B. Librarians*</td>
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<td>July 1, 2006 to June 30, 2017</td>
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<td>C. Unifor Local 5555 Members hired by the University on or before April 30, 2010</td>
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<td>June 16, 2008 to January 9, 2010</td>
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<td>September 14, 2014 to January 13, 2018</td>
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<td>January 14, 2018 to April 30, 2018</td>
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<td>C. Unifor Local 5555 Members hired by the University on or after May 1, 2010</td>
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<td>D1. Members who are employees of:</td>
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<td></td>
<td>- McMaster Association of Part Time Students</td>
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<td>July 1, 2007 to July 10, 2010</td>
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<td>July 27, 2014 to July 28, 2018</td>
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<td>D2. Members who are employees of:</td>
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<td></td>
<td>- McMaster Children’s Centre Inc.</td>
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<td>E. Members who are union employees of Regional Medical Associates of Hamilton</td>
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<td>July 1, 2008 to July 10, 2010</td>
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<td>July 27, 2014 to September 13, 2014</td>
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<td>September 14, 2014 to January 13, 2018</td>
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<tr>
<td></td>
<td></td>
<td>10.56%</td>
</tr>
<tr>
<td></td>
<td>January 14, 2018 to April 30, 2018</td>
<td>7.646%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10.646%</td>
</tr>
<tr>
<td>Class of Member</td>
<td>Period</td>
<td>Employee Contribution Rate on Regular Annual Salary</td>
</tr>
<tr>
<td>-----------------</td>
<td>--------</td>
<td>-----------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Up To YMPE</td>
</tr>
<tr>
<td><strong>F.</strong> Full-time clinical faculty members of the Faculty of Health Sciences who must maintain membership in the Regional Medical Associates of Hamilton</td>
<td>July 1, 2006 to June 30, 2009</td>
<td>3.50%</td>
</tr>
<tr>
<td></td>
<td>July 1, 2009 to February 1, 2014</td>
<td>5.50%</td>
</tr>
<tr>
<td></td>
<td>February 2, 2014 to July 28, 2018</td>
<td>7.00%</td>
</tr>
<tr>
<td><strong>G.</strong> Other Members (not included above)</td>
<td>July 1, 2007 to July 10, 2010</td>
<td>5.00%</td>
</tr>
<tr>
<td></td>
<td>July 11, 2010 to January 8, 2011</td>
<td>5.50%</td>
</tr>
<tr>
<td></td>
<td>January 9, 2011 to January 7, 2012</td>
<td>6.00%</td>
</tr>
<tr>
<td></td>
<td>January 8, 2012 to July 26, 2014</td>
<td>6.50%</td>
</tr>
<tr>
<td></td>
<td>July 27, 2014 to July 28, 2018</td>
<td>7.00%</td>
</tr>
<tr>
<td><strong>H.</strong> MUALA Members</td>
<td>March 16, 2010 to July 5, 2010</td>
<td>5.00%</td>
</tr>
<tr>
<td></td>
<td>July 6, 2010 to January 8, 2011</td>
<td>5.50%</td>
</tr>
<tr>
<td></td>
<td>January 9, 2011 to January 7, 2012</td>
<td>6.00%</td>
</tr>
<tr>
<td></td>
<td>January 8, 2012 to June 30, 2016</td>
<td>6.50%</td>
</tr>
</tbody>
</table>

* Subject to special adjustments under Section 7.04 and 7.05 (as applicable).
The Health, Safety and Risk Management (HSRM) unit of Human Resources Services incorporates Environmental and Occupational Health Support Services (EOHSS), Employee Health Services (EHS) and works in cooperation with the Organizational Development unit. Together, we strive to promote the health, safety, wellness and engagement of all McMaster employees.

**Executive Summary**

- The Annual Incident/Injury Summary was presented at the March 2019 meeting of the Central Joint Health and Safety Committee (CJHSC)
- McMaster reduced its number of lost time days in 2018 with 127 days compared to the 2017 calendar year which resulted in 355 days
- The University Chemical Inventory System (HECHMET) continues to be implemented within the Faculties with now over 28,000 hazardous chemicals listed
- EOHSS is preparing for the annual Safety and Health Week for May 2019

1. **Training and Loss Prevention Initiatives**

- The Annual Incident/Injury Summary was presented to the CJHSC in March. This summary document is used to ensure health and safety programming is aligned to areas of risk or injury, and to assist departments who may need to change processes and protocols to minimize loss or injury. More information on the summary is provided in the Employee Health Services section of this report.

- One point of entry for chemicals was established in our Campus Services Buildings last year which allows for the chemicals to be entered into the system before reaching the PI in their lab. This also minimizes the truck traffic by courier. This was an essential component for our success in establishing the University chemical inventory system HECHMET on campus. Over 28,000 chemicals have entered the system in over 1377 lab locations on campus to date. The system to date is a great success and has received all positive feedback.

- Safety and Health Week, formally known as North American Occupational Safety and Health Week, will be observed at McMaster from May 5-11, 2019. This year McMaster’s theme will be, “We are all Leaders in Safety”. Activities planned for the week include training and presentations, a health and safety vendor fair, and the annual barbeque as a thank you to all of our JHSC members.

- Nominations are currently being accepted for the McMaster Health and Safety Award of Excellence. This award is presented to an individual or team that has consistently demonstrated their commitment to health and safety by taking measures to eliminate hazards and reduce accidents in the workplace. This annual award is presented by Senior Management during the May 8th Barbecue & Vendor
Fair at McMaster's 2019 Safety and Health Week.

- An added feature to Safety and Health Week includes an opportunity for all members of the McMaster community to create a brief, 2 – 3 minute video presentation that highlights a risk-related topic within their specific work environment or on campus in general. Videos are encouraged to also incorporate this year's theme, "We are all Leaders in Safety". Videos will be judged on creativity, message content and quality. All submissions will be posted on the EOHSS website and the winning video will be presented during the May 8th Barbecue & Vendor Fair at McMaster's 2019 Safety and Health Week.

2. **Employee Health Services Summary**

2.1 **Critical Injuries**

There were no reports of critical injuries during this period noted above.

2.2 **Annual Incident/Injury Summary 2018**

Employee Health Services (EHS) presented the Annual Injury/Incident Summary to the Central Joint Health and Safety Committee (CJHSC) on March 21, 2018. This report will be distributed to each of the 26 Joint Health and Safety Committees (JHSCs) as part of their monthly package from the CJHSC. The JHSCs are encouraged to review this report and make recommendations to enhance the existing preventative measures that are in place. In addition, the report will be posted on the health and safety boards on campus.

**Annual Incident Summary**

<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Reported Incidents</td>
<td>705</td>
<td>470</td>
<td>356</td>
<td>409</td>
</tr>
<tr>
<td># of Incidents where Health care treatment was received</td>
<td>56</td>
<td>55</td>
<td>54</td>
<td>69</td>
</tr>
<tr>
<td># of Resulting Lost Time Claims</td>
<td>25</td>
<td>16</td>
<td>18</td>
<td>20</td>
</tr>
<tr>
<td># of Lost Time Days*</td>
<td>125 days</td>
<td>241 days</td>
<td>355 days</td>
<td>127 days</td>
</tr>
<tr>
<td>Average LT Days/LT Incident</td>
<td>5</td>
<td>15</td>
<td>20</td>
<td>6</td>
</tr>
</tbody>
</table>

*Note that in 2016 the reporting criteria was modified to exclude summer camp incidents not related to the facility and sports related activities which directly impacts the decrease in incidents.

- From this chart, the number of lost time WSIB claims have increased by 2 claims in the period of 2017 to 2018, however there is a notable decrease in approved lost time days.
• Total lost time reported is generally limited to a small number of claims:
  o 2015 – 3 long duration lost time claims make up 60% of the total lost time days.
  o 2016 – 2 long duration lost time claims make up 74% of the total lost time days.
  o 2017 – 2 long duration lost time claims make up 76% of the total lost time days.
  o 2018 - 2 long duration lost time claims make up 56% of the total lost time days.
  o 7 out of these 9 long duration claims were due to slips/trips/falls, both indoors and outdoors.

Annual Comparison: Approved Lost Time Days 2015-2018

Hospitality and Campus Services areas traditionally involve a greater number of incidents and lost time than other areas. The JHSC’s are actively engaged in efforts to proactively address safety risks and prevent injuries.

Incident Types

As illustrated in the graph below, sprains/strains continue to be the University’s most reported type of injury, followed by abrasions/contusions, cuts & lacerations in 2018. While the chart below depicts 2017 and 2018, these findings have been generally typical over the last 4 years.

Hazard (No Injury), is defined as an incident caused by an unsafe act, an unsafe condition or a combination of both in the work environment which could potentially have resulted in property
loss and/or physical harm.

WSIB Educational Rate Group (#817)
Classification Units Lost Time Injury Frequency 2013 -2017
For WSIB purposes, the University is currently categorized in the University Education rate group (highlighted by the arrow). The University Education group has the lowest LTI frequency amongst this group and also the most consistent trend in the five years among these key groups. Rate group 817 is defined in the Glossary on page 6.

Lost Time Injury (LTI) Frequency

McMaster significantly improved its lost time injuries in 2016 and 2017 trending below the average of the Universities for those two years.

3. **Workplace Wellness Initiatives**

Organizational wellness is supported by addressing the thirteen psychosocial factors related to the National Standard of Canada for Psychological Health and Safety in the Workplace. McMaster regularly hosts a wide range of activities and initiatives to promote wellness. Recent activities include:

- Through the Healthy Workplace Committee:
  - offered weekly Yoga classes in collaboration with Athletics and Recreation
  - offered lunch and learn workshops such as healthy eating, meditation and financial literacy
  - produced and distributed health promotion communications on topics such as psychological health resources and nutrition
  - currently planning a Spring pan-university physical wellness event in partnership with ParticipACTION
• Coordinated wellness workshops for department training and retreats in partnership with external partners at various McMaster Campuses, including topics such as stress reduction, resiliency, mental well-being and financial literacy.
• Developed and facilitated customized workshops on topics such as Psychological Health and Safety and Work-Life Balance.
• Continued to facilitate institutional changes related to amendments to the Smoke-Free Ontario Act.
• Supported knowledge transfer across Ontario relating to Tobacco and Smoke-Free campuses through individual consultations with other post-secondary institutions.
• Coordinated financial wellness workshops for salaried and hourly pension plan.
• Supported McMaster’s strategic goals of advancing societal health and well-being through partnerships in evidence-based health research, particularly with respect to the McMaster Hammer Study.
• Co-led the development and facilitation of a Physical Activity Working Group in support of McMaster’s Okanagan Charter Committee.
• In collaboration with the Inspiring From Within Committee, developed and coordinated a 2-day conference for McMaster staff and faculty, focusing on resiliency.
• In collaboration with University of Waterloo and Laurier University, co-led the development of a 2-day conference available to all individuals working in a workplace wellness capacity at Canadian post-secondary institutions. The conference will take place in June 2019.
• Developed an analysis tool which can be used to connect results of employee engagement results with the National Standard for Psychological Health and Safety. The tool will be used to track trends and progress and develop action plans relating to the Standard - in groups participating in Employee Engagement surveys.

**Glossary**

**Lost Time injury**: if a worker loses time for more than the day of the injury. Low values reflect better performance.

**Lost Time Injuries Frequency**: measure of the number of lost time injuries per 100 workers, on a yearly basis.

**Rate Group**: WSIB premium is established based on a collective rate for a group of similar companies.

**Rate Group 817**: Educational Facilities group includes library services, driving schools, museums, university education, post secondary non university education and other educational services.