

## Terms of Reference

### INTRODUCTION

The Pension Plan for employees of Saint Mary's University (the Plan) is a defined contribution plan. The Plan is a registered pension plan (#0393801). Terms and conditions are as documented in the text of the Plan and filed with the Nova Scotia Superintendent of Pensions.

This document constitutes the Terms of Reference adopted by the Pension Committee established by Saint Mary's University. The Terms of Reference are based on the shared governance structure adopted by the University Board of Governors, the Saint Mary's University Faculty Union and the Nova Scotia Government and General Employees Union (Local 79). The document should be interpreted in the context of the Pension Governance Statement.

The purpose of these Terms of Reference is to establish the rules that the Pension Committee deems necessary or appropriate for the conduct of its business.

### SECTION 1 – DEFINITIONS

- 1.01 “Administrator” means the definition, as contained in the Pension Benefits Act of Nova Scotia and the Regulations thereto, and the Income Tax Act (Canada) and the Regulations thereto.
- 1.02 “Committee” means the Saint Mary’s University Pension Committee.
- 1.03 “Committee Member” means a member of the Pension Plan who has been appointed or elected to the pension committee, or who is an ex officio member of the committee.
- 1.04 “Member Group” means a group which has authority, under the shared pension governance structure, to appoint or elect members to the Committee.
- 1.05 “Terms of Reference” means the rules adopted by the Committee set forth in this document and includes any amendments which are made from time to time.
- 1.06 “Saint Mary's University” means the Board of Governors of the University or its delegate. Where any reference in the Pension Plan is made to any action to be taken, consent, approval or opinion to be given, discretion or decision to be exercised by the University, such shall be through the Board or delegate.
- 1.07 In case of a contradiction between these Terms of Reference and the text of the Plan, the text of the Plan shall prevail.
- 1.08 In these Terms of Reference, the terms shall have the meaning as specified in the Plan, unless the context or subject matter otherwise requires, or unless defined in this Section 1.

- 1.09 Reference to words importing the singular number includes the plural number and vice versa, unless the context otherwise requires.

## **SECTION 2 – PENSION COMMITTEE**

### 2.01 Composition

The Committee shall be composed of 13 voting members, as follows:

- (a) seven members designated by Saint Mary's University Faculty Union (SMUFU)
- (b) two members designated by the Nova Scotia Government and General Employees Union (NSGEU), Local 79
- (c) two non-union members; i.e. the Director of Human Resources and one elected member
- (d) one member designated by the Nova Scotia Union of Public Employees (NSUPE), Local 20
- (e) the University Vice-President, Finance, ex officio

### 2.02 Term of Office

The term of office of Committee Members, other than ex officio members, shall be three years. Such term shall be renewed automatically at its expiry unless the body who appointed the Member otherwise notifies in writing both the Pension Committee and the affected Committee Member, 30 days before the expiry date.

### 2.03 Termination of Committee Member

Saint Mary's University or a Member Group may at any time and at their discretion terminate the term of office of a Committee Member they have appointed or elected, following written notification both to the Committee and the Committee Member.

### 2.04 Resignation

Each Committee Member may at any time resign as a Committee Member upon written notification to the Committee. Such resignation shall become effective upon delivery to the Chair or any later date specified in the notice.

### 2.05 Replacement

If a Committee Member becomes unable to act or if a seat on the Committee is vacant, Saint Mary's University or a Member Group, depending on the entity who first appointed or elected the Committee Member, shall designate or elect a person to fill the remainder of the term. Notice of replacement shall be given to the Chair. The Chair will inform the Committee.

## **SECTION 3 – OFFICERS OF PENSION COMMITTEE**

### 3.01 Officers

Chair – The Vice-President, Finance of Saint Mary's University will be the Chair of the Committee. The duties of the Chair shall be to facilitate the preparation of the agenda of Committee meetings, preside at such meetings, and to authenticate by signature, where necessary, all acts, orders and proceedings of the Committee.

Vice-Chair – Committee Members shall elect, from among the faculty members of the Committee, a Vice-Chair. The Vice-Chair assumes the duties of the Chair in the absence of the Chair, and provides a co-signature on all acts, orders and proceedings referred to above. The Vice-Chair also acts as liaison with SMUFU.

If both the Chair and Vice-Chair are absent from a meeting, the Committee Members in attendance may, if there is quorum, designate a Chair pro tem for purposes of conducting the meeting.

#### 3.02 Recording Secretary

The Committee shall appoint a recording secretary who shall keep minutes and records of all meetings as well as records of all acts, orders and proceedings of the Committee. Such recording secretary need not necessarily be a Committee Member.

### **SECTION 4 – MEETINGS OF THE PENSION COMMITTEE**

#### 4.01 Notice of Meetings

The Chair of the Committee may call a meeting of the Committee at any time, by giving at least seven days written notice of the time and place of the meeting to each Committee Member. Such notice may be delivered in person, by mail, email or by fax.

The seven-day notice period shall be waived if 3/4 of the Committee Members consent thereto.

#### 4.02 Quorum and Vote

A meeting quorum shall be a majority of members of the Committee.

All decisions of the Committee shall be by majority vote of those Committee Members in attendance. On a tie vote, a motion for adoption is lost, since a tie is not a majority.

The Chair can (but is not obliged to) vote whenever the Chair's vote will affect the result - that is, the Chair can vote either to break or to cause a tie. The Chair cannot vote twice, once as a member, then again as presiding officer.

#### 4.03 Attendance at Meetings

All Committee Members are entitled to be notified of and have a fiduciary responsibility to regularly attend Committee meetings. Persons who are not Committee Members may attend these meetings: i) if invited to attend by the Chair or, ii) with consent of a majority of Committee Members, as determined by the Chair by means of prior poll. Such attendees have no voting rights.

#### 4.04 Number of Meetings

The Committee shall hold at least four meetings each year. The Chair shall be responsible for setting the dates of each meeting in accordance with the Terms of Reference.

The Chair will call an additional meeting of the Committee, under the same notice provisions as in 4.01, if requested to do so by a majority of Committee Members.

#### 4.05 Fees

Committee Members shall not be entitled to any fee or payment on account of their holding office.

#### 4.06 Execution of Documents

All documents to be executed by the Committee pursuant to an approved resolution of the Committee shall be signed jointly by the Chair and Vice-Chair. The University, as the contracting party, will facilitate contractual relationships on behalf of the Committee.

#### 4.07 In Camera Meetings

All or a portion of any meeting may be held in a private and confidential forum if a motion to do so is adopted by majority vote of those Committee Members in attendance.

### **SECTION 5 – POWERS AND DUTIES OF PENSION COMMITTEE**

#### 5.01 Powers of Pension Committee

The Committee shall be the designated Administrator of the Plan.

The Committee shall administer the Plan in accordance with the Plan provisions and the Pension Benefits Act of Nova Scotia, as applicable, and the Income Tax Act (Canada). For such administration, the Committee shall, consistent with the purpose of the Plan, have the power and authority:

- (a) to conclusively interpret the Plan and determine the eligibility to benefits and the amount or method of payment of such benefits;
- (b) to adopt an investment policy for the Plan in accordance with the requirements of the Pension Benefits Act of Nova Scotia;
- (c) to select and appoint a custodian to hold the assets of the Plan and one or more investment managers to manage the assets of the Plan;
- (d) to do any act or authorize any expense considered necessary for the administration of the Plan, and make in the name of the Plan any kind of contract which the University may lawfully enter into;
- (e) to establish a fund to pay for expenses authorized by the Committee;
- (f) to receive all reports, financial statements, and lists of investments pertaining to the Plan;
- (g) to provide appropriate and timely reporting to all appointing bodies regarding the Committee's activities;
- (h) to direct the reporting policy to be followed by the Committee with respect to the number and content of reports and explanations to be given to Plan members from time to time;
- (i) to authorize all Plan amendments. Advance communication of any such amendments or changes to the Plan deemed by the Committee to be significant to

Plan members shall come before two consecutive meetings of the Committee before the change is effected;

- (j) to undertake and fund all information and education initiatives for the benefit of Plan and Committee Members.

In exercising its duties, the Committee will document all decisions and meetings of the Committee. It will also monitor agents and consultants and, in general, conduct itself per its Mission Statement. Committee Members shall exercise the care, diligence and skill that a person of ordinary prudence would exercise in dealing with the property of another person. The Committee will perform an annual self-assessment regarding its own performance.

The Committee shall have no authority to establish nor change Employer/Employee contribution rates under the Plan.

#### 5.02 Appointment of Agents

The Committee shall retain consultants and professionals to give advice to it with respect to any matters within its powers.

#### 5.03 Sub-Committees

The Committee may from time to time establish sub-committees for the purpose of providing advice to the Committee on matters relating to its duties and responsibilities.

### **SECTION 6 – CONFLICT OF INTEREST**

#### 6.01 Conflict of Interest

A Committee Member shall not knowingly permit personal interest to conflict with duties in respect of the Plan. Committee Members shall abstain from deliberating and voting on any matters likely to place themselves in a situation of conflict between their personal interests and the duties of their office.

Should a Committee Member become aware of a conflict of interest or potential conflict of interest, this must be disclosed orally at the time it arises, followed by written notice, briefly explaining the nature of the conflict, to the Chair.

Any Committee Member found to be in violation of this article may be removed from the Committee in accordance with 2.03.