

**The Board of School Trustees of
School District No. 43 (Coquitlam)**

**Retirement Plan for Non-Teaching Employees of School
District No. 43 (Coquitlam)**

Retirement Committee

Terms of Reference

January 1, 2016

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1. PURPOSE OF THE POLICY

1.1 Establishment of Retirement Committee

The Board of School Trustees of School District No. 43 (Coquitlam) (the “**Board**”), is the sponsor and administrator of the Retirement Plan for Non-Teaching Employees of School District No. 43 (Coquitlam) (the “**Plan**”). The Board has established the Retirement Committee to perform administration duties related to the Plan and to act on behalf of the Board as described herein (the “**Retirement Committee**”).

While the Board has delegated certain administration duties to the Retirement Committee, the Board retains ultimate authority and responsibility for administering the Plan in accordance with the terms of the Plan text and the applicable legislation, and has a duty to prudently and reasonably supervise the Retirement Committee.

1.2 Policy Contents

The Board has adopted the rules and procedures set out herein (the “**Policy**”) to guide the Retirement Committee. This Policy, together with the Plan text and the Statement of Investment Policies and Procedures for the Plan (the “**SIPP**”) govern the activities of the Retirement Committee.

The Board is bound by Article 6.13 of its collective agreement with the Canadian Union of Public Employees, Local 561 (the “**Union**”) to not alter the Plan except with the unanimous approval of the Retirement Committee. Accordingly, this Policy does not amend any provisions of the Plan text. To the extent of any inconsistency between the terms of this Policy and the terms of the Plan text, the terms of the Plan text shall prevail.

The Board acknowledges that the Retirement Committee currently has in place a communication policy (the “**Communication Policy**”), a retirement committee education policy (the “**Education Policy**”) and a policy respecting retirement committee skills, knowledge & experience criteria (the “**Member Selection Policy**”). To the extent that there is any inconsistency between any of those policies and the Plan text or this Policy, the Plan text or this Policy, as the case may be, shall prevail.

The Board has also adopted a formal “Governance Policy” in respect of the Plan as required by the *Pension Benefits Standards Act* (British Columbia) (the “**PBSA**”). While this Policy provides guidance on the rules and procedures for the Retirement Committee and despite the overlap between this Policy and the Plan’s Governance Policy, this Policy is not the “Governance Policy” for the Plan as that term is used in the PBSA.

1.3 Pension Administration

The Board has also delegated to certain of its employees (“**Board Staff**”) various responsibilities and duties associated with day-to-day management of the Plan. The Board Staff will report to the Retirement Committee, and carry out the duties set out in this Policy.

1.4 Pension Fund Investment

The Retirement Committee may delegate the responsibilities and duties associated with investment of the Plan funds to one or more investment manager(s). The duties of the Plan’s investment manager(s) are principally set out in the SIPP and in the investment management services agreements between the Retirement Committee and such investment manager(s).

1.5 Transition

This Policy applies to the Plan, the Retirement Committee, the Board and other parties named in this Policy from and after January 1, 2016. However, any appointment or decision affecting the matters dealt with herein made prior to January 1, 2016 under the rules then applicable to the Plan and such parties shall remain effective on and after such date unless altered in accordance with this Policy.

2. OBLIGATIONS AND DUTIES OF THE BOARD AND THE RETIREMENT COMMITTEE

2.1 The Board’s Dual Role

The Board acts as both the “administrator”, as that term is defined in the PBSA and the *Income Tax Act* (Canada) (the “**Tax Act**”), and the “plan sponsor” of the Plan. While this dual role is expressly permitted by the PBSA, it creates a situation where the Board’s duty under the PBSA as “administrator” to act in the best interests of the members and former members of the Plan (the “**Plan Beneficiaries**”) may conflict with the Board’s interests.

If a decision of the Board, whether acting through the Retirement Committee or otherwise, does not involve or affect a statutory power, duty or responsibility of the Board as the Plan’s “administrator”, no conflict arises. Examples of such decisions include decisions relating to the design of the Plan, amendments needed to implement such design decisions and the termination of the Plan, as well as decisions related to the hiring, termination of and terms and conditions of employment for employees.

If a decision involves or affects a statutory power, duty or responsibility of the Board as the Plan's "administrator", the Board or the Retirement Committee may have conflicting duties to the Board and the Plan Beneficiaries. The existence of such conflicting duties is not, in and of itself, a breach of the duties owed to the Plan Beneficiaries. Further, the Board or the Retirement Committee may make such a decision having regard to the impact on the Board to the extent that doing so does not create a substantial risk that the Plan Beneficiaries would be materially and adversely affected by the decision. However, if there is a substantial risk that a decision the Board is making, whether through the Retirement Committee or otherwise, poses such a risk, or that the Board's ability to carry out one of its duties or responsibilities as "administrator" will be materially and adversely affected by the decision, the Board or the Retirement Committee must take measures to remedy the conflict in a meaningful way. Such measures must be tailored to the particular circumstance and may include, but are not limited to, providing notice to the affected Plan Beneficiaries of the decision or providing them with independent representation.

To facilitate the effective management of the Plan, the Retirement Committee has been established and empowered to act on behalf of the Board in respect of certain of its responsibilities as administrator. Nothing in this Policy shall be interpreted as expanding the Retirement Committee's authority to include Plan sponsor or employer functions.

2.2 Duty of Care

Every individual appointed to the Retirement Committee shall, in fulfilling his or her duties exercise the care, diligence and skill that a person of ordinary prudence would exercise when dealing with the property of another person.

Further, subject to Section 2.1, in fulfilling any of his or her duties relating to the discharge of the Board's responsibilities under the PBSA as "administrator" of the Plan, each such individual shall act honestly and in good faith and in the best interests of the members and former members of the Plan, and any other person to whom a fiduciary duty is owed. The responsibilities of an "administrator" include managing the day to day operations of the Plan, such as the supervision of actuaries, investment managers, custodians, legal counsel and other service providers, the maintenance of Plan documents and records, communication with Plan members and regulatory authorities, and overall good management and governance of the Plan.

3. COMPOSITION OF RETIREMENT COMMITTEE

3.1 Constitution of Retirement Committee

The Retirement Committee is established pursuant to Article 16 of the Plan text. As described above, the Board has delegated certain administration duties to the Retirement Committee, but retains ultimate authority and responsibility for administering the Plan in accordance with the terms of the Plan text and the applicable legislation. Accordingly, the Board must prudently and reasonably supervise the Retirement Committee.

The Retirement Committee consists of nine members (“**Retirement Committee Members**”). Eight of the Retirement Committee Members shall be full voting members of whom four shall be appointed by the Superintendent of the Board as described in Section 3.3 (“**Board Appointed Members**”) and four shall be appointed by the President of the Union as described in Section 3.4 (“**Union Appointed Members**”). One non-voting Retirement Committee member shall be elected by retired Plan members (“**Elected Member**”).

3.2 Written Commitment to Serve

To serve as a Retirement Committee Member, a person must attend a meeting where the duties, responsibilities and liabilities of the Retirement Committee are explained, then confirm, via written commitment, his or her acceptance of the position and his or her commitment to carry out in a conscientious manner the duties and responsibilities of a Retirement Committee Member as set out in the Plan and in applicable legislation. Such written commitment shall be in a form approved by the Retirement Committee from time to time, and shall be filed with the Board.

3.3 Board Appointed Members

The Superintendent of the Board shall appoint or re-appoint Board Appointed Members in accordance with the Member Selection Policy, for two year terms. Vacancies shall be filled in accordance with Section 3.7. At least one of the Board Appointed Members must be a member of the Plan who is part of the Board’s non-teaching exempt staff.

3.4 Union Appointed Members

The President of the Union shall appoint or re-appoint Union Appointed Members in accordance with the Member Selection Policy for two-year terms. Vacancies shall be filled in accordance with Section 3.7.

3.5 Elected Member

The non-voting Elected Member shall be elected for a two-year term by majority vote of all retired Plan members.

3.6 Removal of Retirement Committee Member

A Retirement Committee Member ceases to be a Retirement Committee Member in any of the following circumstances:

- (a) upon his or her resignation being received by the remaining Retirement Committee Members;
- (b) for a Board Appointed Member, when his or her term of office expires, or when he or she is removed from office by written instruction from the Superintendent of the Board;
- (c) for a Union Appointed Member, when his or her term of office expires or when he or she is removed from office by written instruction from the President of the Union;
- (d) for an Elected Member, when his or her term of office expires;
- (e) upon being removed by vote of the other Retirement Committee Members in accordance with the Continuing Standards requirements of the Member Selection Policy; or
- (f) upon death.

3.7 Vacancies and Interim Appointments

- (a) If there is a vacancy in the position of Board Appointed Member, the Superintendent of the Board shall upon receiving notice of such vacancy promptly appoint another person for the remainder of the term.
- (b) If there is a vacancy in the position of a Union Appointed Member, the President of the Union shall upon receiving notice of such vacancy promptly appoint another person for the remainder of the term.
- (c) If there is a vacancy in the position of the Elected Member, the Retirement Committee may resolve to hold a special election. The term of office of the new Elected Member will be from the date of the first Retirement Committee meeting following the election to the date the previous term would have expired. If no special election is held, the vacancy will be filled in the next regular election that can practicably accommodate filling the vacancy, and the Retirement Committee will appoint a retired Plan

member to fill the position in the interim. A decision to hold a special election must be made within 90 days of the vacancy occurring. An interim appointment must be made within 120 days of the vacancy occurring.

- (d) If there is a vacancy on the Retirement Committee and there are sufficient remaining Retirement Committee Members to constitute a quorum as outlined in Section 3.9, the remaining Retirement Committee Members will have the full power to act and carry out the duties and obligations of the Retirement Committee.

3.8 Retirement Committee Officers

The Union Appointed Members shall appoint one of their number to act as Chair of the Retirement Committee (the “**Chair**”). The Board Appointed Members shall appoint one of their number to act as secretary of the Retirement Committee (the “**Secretary**”). The Chair and Secretary each have full voting rights and may make motions. The Retirement Committee may by resolution to that effect rotate the office of Chair and Secretary between Union Appointed Members and Board Appointed Members.

The Retirement Committee as a whole shall periodically designate persons or classes of persons who have signing authority on its behalf.

3.9 Meetings of the Retirement Committee

- (a) Regular meetings of the Retirement Committee may be called at any time by the Chair, but shall be held at least four times per year.
- (b) At the request of any two members of the Retirement Committee, the Chair shall convene a special meeting of the Retirement Committee. If there is a vacancy in the office of Chair, or if the Chair fails to convene a special meeting as aforesaid, any two Retirement Committee Members may convene a special meeting by providing notice in accordance with subsection (c).
- (c) Written or electronic notice of each regular or special meeting shall be provided to each Retirement Committee Member by the convenor of the meeting or by the Secretary on behalf of the convenor not less than 24 hours before the meeting time. Retirement Committee Members may waive the 24 hour notice requirement.
- (d) An agenda shall be prepared and distributed prior to each regular meeting.

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- (e) A quorum for a meeting shall consist of five voting Retirement Committee Members, which quorum must include at least two Board Appointed Members and two Union Appointed Members. Presence for quorum purposes may be satisfied by attendance in person, by telephone or live audio internet participation.
 - (f) If present, the Chair shall chair Retirement Committee meetings. If the Chair is not present, the members present shall select from their number a chair for that meeting.
 - (g) Attendance at and minutes of all meetings shall be taken by the Secretary. If the Secretary is not present for a meeting, or if there is no serving Secretary, the Retirement Committee members shall select from their number a secretary for that meeting.
 - (h) Subject to the requirements set out in this Policy, the Retirement Committee may establish additional rules, policies and procedures for its meetings.
 - (i) The Retirement Committee may invite from time to time such persons as it sees fit to attend meetings and take part in discussions.
 - (j) The Retirement Committee will address the topics set out in Appendix A in its meetings in the frequency set out therein, as well as such other matters as the Retirement Committee Members consider appropriate.

3.10 Resolutions and Votes

Each Retirement Committee Member, including the Chair and the Secretary, in attendance at a meeting other than the Elected Member shall have one vote on resolutions voted on by the Retirement Committee at that meeting. The Retirement Committee shall decide matters by majority of Retirement Committee members in attendance and voting on the matter in question, provided that there is quorum and that the majority vote includes at least two Board Appointed Members and two Union Appointed Members.

Each resolution must have a mover and seconder. For greater certainty, the Chair or Secretary may move or second a resolution. The Secretary shall record the wording of the resolution, the name of the mover and seconder, and results of all votes in the minutes.

A resolution approved by all Retirement Committee Members recorded in writing or electronically will be effective as if passed at a duly called and constituted meeting of the Retirement Committee. Decisions of the Retirement Committee, within its powers and consistent with the provisions of the Plan, are binding and conclusive on all interested persons.

3.11 Tie Votes

The following rules apply in the event a vote of the Retirement Committee Members on a resolution results in a tie:

- (a) The Chair or acting chair shall direct that the resolution be voted on a second time.
- (b) If a second vote results in a tie, the Chair or acting chair shall submit the issue to a third person selected by the Retirement Committee.
- (c) If the Retirement Committee Members cannot agree upon such third person, any two (2) Members shall, on not less than two (2) clear days' notice to the other Members, apply to a judge of the Supreme Court of British Columbia to appoint a person to decide the question.
- (d) The decision of the third person selected or appointed as aforesaid shall be final and binding, shall be adopted by the Retirement Committee and shall be deemed to be a vote of the Retirement Committee.
- (e) The costs and expenses incidental to any such proceedings to break a deadlock shall be borne by the Plan.
- (f) Any third person selected or appointed to break a deadlock shall be required to deliver his or her decision within the time fixed by the Retirement Committee.
- (g) For greater certainty, no decision of the Retirement Committee, including a decision of a third party made on behalf of the Retirement Committee pursuant to this Section 3.11, can be inconsistent with the Board's collective agreement with the Union. In the event of any such inconsistency, the terms of the collective agreement prevail.

4. DUTIES AND POWERS OF THE BOARD, RETIREMENT COMMITTEE, AND BOARD STAFF

4.1 Duties and Powers of the Board

The Board shall:

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- (a) at all times be and remain the administrator of the Plan for purposes of the PBSA and the Tax Act;
 - (b) exercise the functions of an employer in respect of its employees participating in or eligible to join the Plan, including making employer contributions to the Plan and providing employment and compensation data that the Retirement Committee and Board Staff require for Plan administration;
 - (c) appoint Board Appointed Members;
 - (d) decide on all matters related to benefit design, Material Plan Amendments as defined in Section 6.4, and decisions related to Plan termination, mergers or annuitizations;
 - (e) maintain this Policy and make any amendments to it as may be warranted from time to time; and
 - (f) with the advice of the Retirement Committee, adopt and maintain a SIPP for the Plan.

The Board is permitted to delegate certain of its day-to-day plan administration duties to the Retirement Committee, provided the Board at all times reasonably and prudently supervises the Retirement Committee's performance of such duties.

4.2 Duties and Powers of the Retirement Committee

Where the Board has delegated duties to the Retirement Committee, the Retirement Committee shall exercise, or supervise the exercise of, the duties and functions of a pension plan administrator in a manner consistent with the terms set out in this Policy, including Appendix B. Without limiting the generality of the foregoing, the Retirement Committee shall exercise, or shall supervise and oversee the Board Staff and external service providers in exercising, the following functions:

- (a) the day to day administration of the Plan, including the determination of payment of benefits and expenses and performance of such other Plan management functions as are described in Section 6 and including, without limitation, the functions described in Article 16 of the Plan text such as:
 - (i) interpreting the provisions of the Plan and resolving questions relating to its administration in a way that is consistent with its provisions, including, without limitation, in respect of such matters as (i) eligibility, (ii) measurement of pensionable service and (iii) calculation of benefits;

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- (ii) authorizing and directing all payments from the Plan funds, including reasonable expenses for counsel and agents, administration, insurance, communications to members, conference attendance by Retirement Committee members authorized by collective agreement, and any other reasonable expenses incurred by the Retirement Committee in connection with the Plan;
 - (iii) employing, on behalf of the Board, counsel and agents to provide clerical, medical, legal, investment, administrative, and actuarial services necessary or appropriate for administration of the Plan; and
 - (iv) in the event of an administrative error, varying the provisions of the Plan to the extent necessary to permit reasonable rectification of the error consistent with the intent of the Plan;
- (b) approving and adopting actuarial methods and assumptions for administration of the Plan, arranging for actuarial valuations of the Plan's assets and liabilities and reviewing and approving actuarial reports;
 - (c) in conjunction with investment agents and advisors, formulating a SIPP and recommending it for adoption by the Board, and entering into contractual arrangements with investment managers on the Board's behalf in fulfillment of the terms of the SIPP;
 - (d) maintaining oversight of the investments of the Plan and enforcement of the SIPP, including such functions as are described in Section 12;
 - (e) oversight of, and recommending any changes to, the custodial arrangements for the Plan;
 - (f) oversight of legal issues involving the Plan, including dealing with claims involving the Plan;
 - (g) dealing with regulatory authorities involving the Plan;
 - (h) the monitoring of the compliance of the Plan, its administration, funding and investment with the terms of the Plan, the PBSA, the Tax Act and regulatory governance standards, and subject to Section 7 of this Policy, the preparation of reports on pension governance and compliance;
 - (i) pension related communications with Plan members and other stakeholders;

- (j) coordination of Plan governance with the Board's policies on conduct, conflicts, privacy, confidential information and document retention; and
- (k) such other duties or functions related to the Plan as the Retirement Committee may choose to monitor and as are generally consistent with this Policy.

4.3 Duties and Powers of the Board Staff:

The Board Staff will report to the Retirement Committee. The Retirement Committee shall consider but not be bound to follow any analysis, options and recommendations made by the Board Staff in respect of decisions to be made by the Retirement Committee. The Board Staff shall on behalf of the Retirement Committee:

- (a) serve as the Retirement Committee's secretariat, which function shall include organizing meetings and maintaining records for the Retirement Committee;
- (b) manage the day-to-day operations of the Plan, including communicating with external advisors, ensuring that all reports are received, monitoring external service providers, ensuring that the Plan's expenses are paid and ensuring that all payments to beneficiaries are made;
- (c) with the assistance of external service providers, present analysis, options and recommendations concerning the selection, retention and periodic review of the custodian, the actuary, the auditor and other agents and advisors to the Retirement Committee;
- (d) ensure the fees charged by the custodian, the investment managers, actuaries and other agents and advisors are paid in accordance with the fee arrangements approved by the Retirement Committee;
- (e) with the assistance of external service providers, provide administrative direction and review the performance of the custodian, the investment managers, actuaries and other agents and advisors on matters pertaining to their area of expertise;
- (f) with the assistance of external service providers, assess the impact on the Plan of amendments to the PBSA, the Tax Act and other applicable legislation and new regulatory standards;
- (g) with the assistance of external service providers, monitor consistency between the SIPP and the investment reports from the Plan's investment manager(s) or subinvestment manager(s) and, if conflicts exist, consider

the implications of the conflict and recommend a course of action to the Retirement Committee;

- (h) execute such other tasks as the Retirement Committee may direct; and
- (i) to the extent necessary, report to the Retirement Committee on the above tasks.

5. LIMITATION OF LIABILITY

5.1 Limitation of Liability

No Retirement Committee Member or employee of the Board who is involved in the administration of the Plan shall be liable to any person whatsoever for anything done or omitted to be done in respect of the administration of the Plan, except where the act or omission was fraudulent or in bad faith.

5.2 Fiduciary Liability Insurance

The Retirement Committee shall directly or through the Board maintain appropriate fiduciary liability insurance covering the Board, the Retirement Committee Members and all of their respective agents and employees engaged in the administration of the Plan.

6. MAINTENANCE OF THE PLAN

6.1 Administration of the Plan

The Plan will be administered in accordance with the terms set out in the Plan text. The Retirement Committee and the Board Staff shall consider the Plan's individual circumstances, purposes and objectives.

6.2 Payment of Benefits

The Retirement Committee shall approve the commencement of pensions and other benefits payable in accordance with the Plan and provide payment authorizations to the custodian. The Board shall notify the custodian of the name of the Retirement Committee Members and the names of those having signing authority.

6.3 General Administrative Powers

Subject to subsection 3.11(g), the Retirement Committee shall have the power to interpret the Plan to resolve inconsistencies or uncertainties, and to establish and vary administrative procedures and timelines necessary for the sound administration of the Plan.

6.4 Material and Non-Material Amendments

The powers of the Board and the Retirement Committee to amend the Plan are set out in Article 18 of the Plan text.

The Retirement Committee shall determine when amendments to the Plan are required based on the advice of Board Staff and the external service providers. The Retirement Committee will decide whether an amendment to the Plan is material or non-material. A “**Material Amendment**” shall be any amendment that results in significant changes in discretionary policy, has a significant impact on the cost or design of benefits or requires any adjustment to the Board’s contribution rate in effect at the effective date of the amendment.

A “**Non-Material Amendment**” shall be an amendment that is made solely to comply with law, that is a house-keeping amendment or that is made for the effective administration of the Plan, all provided that the amendment does not result in any significant change in discretionary policy and does not require any adjustment to the Board’s contribution rate in effect at the effective date of the amendment.

6.5 Adoption of Amendments

Non-Material Amendments, once approved by the Retirement Committee at a regular or special meeting of the Retirement Committee, may be executed as set out in Section 3.8, whereupon the amendment will be considered adopted by the Board. The Retirement Committee may also adopt Plan consolidations that consolidate previous versions of the Plan with subsequent amendments.

Material Amendments may be reviewed by the Retirement Committee, and if appropriate recommended to the Board for adoption. While the Board maintains ultimate discretion to effect Material Amendments pursuant to Article 18 of the Plan text, the Union’s current collective agreement provides that the Board will not alter the pension plan during the course of that agreement except with the unanimous approval of the Retirement Committee.

6.6 Communications

The Retirement Committee shall work to ensure that communication strategies are in place so that Plan members and other beneficiaries are aware of the purpose of the Plan, have timely, accurate and complete access to general information about the Plan and have the ready means to ask questions about the Plan and their entitlements under it. The Plan's Communication Policy provides guidance as ongoing Plan communication, including explanations of Plan provisions and information on investments, the impact of pension and tax legislation and other such issues. The Communication Policy does not apply to the communication of actual or proposed changes to the Plan.

7. RETIREMENT COMMITTEE REPORTS

7.1 Annual Governance and Compliance Reporting

The Retirement Committee shall report to the Board at least once per calendar year on the Plan's compliance with applicable laws, industry and regulatory standards, and internal policies, including this Policy and the SIPP.

7.2 Reports by Communication Subcommittee

Pursuant to the Communications Policy, the communications subcommittee shall prepare an annual report to the Committee on the implementation of communications initiatives, the release of communications materials to Plan members and others about Plan provisions and administrative procedures, and other communication issues.

7.3 Reports by Delegates

Any other person or subcommittee who performs delegated duties (including internal personnel or external service providers) must report to the Retirement Committee in such manner and at such intervals as the Retirement Committee determines.

7.4 *Ad Hoc* Reports and Research

The Retirement Committee may commission such further reports or research as it deems appropriate.

8. SUPERVISION OF THIRD PARTIES

8.1 Appointment, Retention and Termination of Service Providers

- (a) Subject to subsections (c), (d) and (e) the Retirement Committee shall, on behalf of the Board, be responsible for the appointment, termination and supervision of external service providers, which shall include one or more investment manager(s), an actuary, an auditor, an asset consultant and legal counsel.
- (b) The Retirement Committee may, on behalf of the Board, appoint additional agents at their reasonable discretion.
- (c) The Retirement Committee shall supervise the Board Staff.
- (d) The Retirement Committee may delegate authority to supervise an external service provider, generally or in respect of a specific project, to Board Staff or to a subcommittee of the Retirement Committee, provided such delegates report to the Retirement Committee.
- (e) Before appointing an external service provider, and on a regular basis while a service provider is retained, the Retirement Committee (or delegated Board Staff or subcommittee of the Retirement Committee) shall consider the service provider's:
 - (i) appropriateness of professional training;
 - (ii) experience;
 - (iii) specialization;
 - (iv) cost;
 - (v) understanding of legislation and rules;
 - (vi) consistency of service over geographical areas;
 - (vii) quality of work;
 - (viii) financial and human resources capacity to meet obligations; and
 - (ix) presence or absence of conflict of interest.

8.2 External Service Provider Contracts

If the Retirement Committee considers it appropriate, it shall, on behalf of the Board, enter into written contracts with external service providers for the Plan.

The Retirement Committee shall approve and execute contracts with service providers for the Plan. In the case of the review and execution of contracts related to the Plan, the Board Staff shall provide analysis, viewpoints and recommendations to the extent required. The Retirement Committee or Board Staff may first consult with legal or other professional advisors on the contract terms before recommending a contract for adoption.

8.3 Fee Arrangements

The Retirement Committee shall approve the fee arrangements of the asset consultant, the custodian, the auditor, the actuary, the investment managers and the other agents and advisors to the Retirement Committee following any consultation with the Board Staff or other professional advisors deemed prudent. The Board Staff shall provide analysis, viewpoints and recommendations to the extent required.

9. CODE OF CONDUCT AND CONFLICT OF INTEREST RULES

9.1 Application

The Board's own code of conduct and conflict of interest policies shall apply fully to the Retirement Committee and Board Staff, except as modified by this Section 9.

9.2 Identifying Conflicts of Interest Specific to the Plan

- (a) “**Conflict of Interest**” means a conflict between the Personal Interest of a member of the Retirement Committee or Board Staff and his or her duty to act in accordance with the principles set out in Section 2.1 in the discharge of his or her official responsibilities.
- (b) “**Personal Interest**” means a pecuniary or non-pecuniary interest that an individual has, directly or indirectly, in relation to a pension or other Plan matter, and which materially interests him or her at an individual level or as a member of a small class or group of similarly situated persons.
- (c) An individual's entitlement to a pension or other benefit that is generally available to all other members of a Plan does not constitute a Conflict of Interest on its own.
- (d) An individual's position as an employee, officer or director of the Board does not constitute a Conflict of Interest on its own.

9.3 Responding to Conflicts of Interest

- (a) When a member of the Retirement Committee has a Conflict of Interest, the individual shall:
 - (i) advise the Chair of the Retirement Committee (or where it is the Chair of the Retirement Committee the rest of the Retirement Committee); and
 - (ii) abstain from decision making with respect to the issue.
- (b) If a person abstains from decision making with respect to an issue pursuant to subsection (a) he or she will, nonetheless, be considered present for the purposes of establishing quorum provided he or she is otherwise present.
- (c) Every disclosure of a Conflict of Interest shall be recorded in the minutes of the relevant Retirement Committee meeting.

10. PRIVACY

10.1 Application

The Board's own privacy and protection of personal information policies govern the activities of the Retirement Committee and Board Staff, and shall apply fully to the personal information relating to the Plan, except as modified in this Section 10. In dealing with privacy issues, the Retirement Committee and the Board Staff shall be cognizant of their duties to members of the Plan, which in some cases are fiduciary duties and in some cases may not be identical to the duties they owe to the Board.

10.2 Purpose of Collection of Personal Information

Certain personal information is required to administer the Plan. For example, personal information is required in order to determine whether:

- (a) an individual is entitled to participate in the Plan;
- (b) an individual is entitled to benefits from the Plan and the value of the benefits; and
- (c) a benefit should be paid to an individual's spouse, dependant or designated beneficiary.

10.3 Collection, Use and Disclosure of Personal Information

The Retirement Committee may collect personal information from those who participate in the Plan (including spouses, dependants and designated beneficiaries) in order to properly administer the Plan, including information proving identity, address and demographic information required for valuation or underwriting purposes.

10.4 Refusal to Give or Withdrawal of Consent

- (a) Nothing in this Section 10 detracts from any applicable law which places the onus on a person seeking an entitlement under the Plan to prove his or her entitlement to the Retirement Committee's satisfaction.
- (b) If an individual from whom the Retirement Committee seeks personal information to administer the Plan refuses to provide that personal information or withdraws consent previously provided to the Retirement Committee, and such withdrawal or refusal impairs the Retirement Committee's ability to:
 - (i) determine the individual's eligibility for any benefit;
 - (ii) calculate the value of any entitlement to benefits;
 - (iii) pay a benefit; or
 - (iv) otherwise administer the Plan in respect of that individual,

the Retirement Committee may cease the payment of any benefit to that individual unless and until the necessary information is provided by the individual, provided the individual is advised of the consequences of his or her withdrawal or refusal of consent.

11. HANDLING OF PLAN DOCUMENTS AND RECORDS

11.1 Confidential Information

For the purposes of this Policy, confidential information is information relating to the Plan that is not within the public domain, including without limitation:

- (a) any minutes or portions of minutes from meetings of the Retirement Committee that the Retirement Committee has resolved to make confidential;
- (b) decisions of the Board (or a committee of the Board) or the Superintendent of the Board before release to the public;

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- (c) advice that is subject to solicitor/client privilege, including communications necessary for that purpose;
 - (d) actuarial advice including communications necessary for that purpose;
 - (e) material protected by applicable privacy legislation;
 - (f) information relating to labour relations or other employee relations;
 - (g) information relating to litigation or potential litigation;
 - (h) information relating to administrative tribunal hearings or potential administrative tribunal hearings; and
 - (i) any other information, the release of which or discussion of which could be detrimental to the Plan or the beneficiaries of the Plan.

11.2 Use of Confidential Information

No member of the Retirement Committee or Board Staff may disclose any confidential information acquired in the course of carrying out such person's office or powers, unless such disclosure is expressly consented to by the person to whom the confidential information relates, or such disclosure is authorized by law. No person shall use any confidential information he or she acquired in the course of carrying out his or her office or powers for the personal benefit of that person or the personal benefit of a friend, associate or relative of that person.

11.3 Retirement Committee may Authorize Disclosure

Despite Sections 11.1 and 11.2, the Retirement Committee may authorize limited or full disclosure of Confidential Information if in their opinion such disclosure is warranted or is otherwise in the best interests of the Plan.

11.4 Safeguarding of Confidential Information

The Board Staff and each member of the Retirement Committee shall exercise due diligence in the protection of confidential information and in so doing shall make use of appropriate methods and technologies.

11.5 Records and Destruction Policy

If the Board's records retention and destruction policy contains standards applicable to pension records, such standards shall be considered incorporated into this Policy. However, the Board Staff may establish additional non-contradictory terms applicable specifically to pension records in its possession.

12. INVESTMENT AND PLAN FUNDING

12.1 Annual or More Frequent Review of Investments

With the assistance of its asset consultant, the Retirement Committee shall regularly review the investments of the Plan. The Retirement Committee may delegate the investment functions described in this Section 12 to a subcommittee of the Retirement Committee charged specifically with the oversight of pension investment matters.

12.2 Statement of Investment Policies and Procedures

The Board shall adopt and maintain a SIPP for the Plan that provides that investments are made in the best financial interests of the individuals entitled to benefits under the Plan and in a manner that a reasonable and prudent person would apply when there is owed a fiduciary duty to make investments with a reasonable expectation of return without undue risk of loss. The Retirement Committee shall supervise the investment and funding functions of the Plan and ensure the SIPP is being complied with. In consultation with such third party experts and advisors as the Retirement Committee considers prudent to consult, the Retirement Committee shall recommend to the Board re-adoption of or amendments to the SIPP at such intervals as is required by applicable law. The Retirement Committee and the Board Staff, with the assistance of external service providers, shall monitor compliance with the SIPP and report thereon in the report referred to in Section 7.1.

12.3 Regular Meetings with Investment Managers

The Retirement Committee may request the attendance of representatives of any of its investment managers providing advice and investment placement services to the Plan at a meeting of the Retirement Committee. An in person presentation from each of its investment managers shall take place no less than once per year.

12.4 Regular Meeting with Asset Consultant

The Retirement Committee shall meet with its asset consultant at least twice per year.

12.5 Annual Meeting with Actuary

The Retirement Committee shall consult with the actuary for the Plan at least annually on the funded position of the Plan. The Retirement Committee shall review the actuary's actuarial valuation reports for funding purposes, and if acceptable to the Retirement Committee in consideration of the Plan terms and the SIPP, approve such reports for filing with the regulatory authorities. The

Retirement Committee may elect to commission actuarial valuation reports more frequently than required by the PBSA, and direct that they be reviewed and filed as described in this Section 12.5.

12.6 Plan Funding

The Board shall be responsible for funding the Plans and shall develop and maintain a funding policy for the Plan in consultation with the Retirement Committee. The funding policy shall address the Board's funding objectives, key risks faced by the Plan, risk mitigation strategies, actuarial methods and assumptions, valuation filing frequencies and funding policy monitoring standards. The funding policy shall require that contributions shall be remitted no less frequently and in amounts not less than those recommended in the most recent filed actuarial valuation reports, provided that in its sole discretion (without Retirement Committee involvement) the Board may remit letters of credit as permitted by the PBSA. The Retirement Committee shall monitor the Board's compliance with the funding policy and report therein in the report referred to in Section 7.1.

APPENDIX A

AGENDA CALENDAR

	Administrative report from Board Staff	Every meeting
	Meet with or receive reports from Custodian	Once per year
	In person report from Actuary	Once per year
	Review and recommend amendments to, or confirmation of, the SIPP	At statutory intervals
	In person report from Investment Manager(s)	Once per year
	In person report from Asset Consultant	Twice per year
	Annual Governance Report and Compliance Checklist	Once per year
	Service provider review	Once per year for each service provider
	Review actuarial valuation	Triennially