

York University Board of Governors Notice of Meeting

Tuesday, February 26, 2019, 1:30 to 4:30 pm
 5th Floor Kaneff Tower, Keele Campus

PAGE

I. CLOSED SESSION

II. OPEN SESSION – 2:30pm approximately

1. Chair's Items (P. Tsaparis)
 - a. Report on Items Decided in the Closed Session
 - b. Consent Agenda Approval
 - c. Board Retreat Agenda
2. Executive Committee (P. Tsaparis) *2:40 pm*
 - a. Action Taken on Behalf of the Board 1
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3. President's Items (R. Lenton) *2:50 pm*
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 - b. Kudos Report.....8
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5. External Relations (J. Lassonde) *3:40 pm*
6. Finance and Audit Committee (W. Hatanaka) *3:45 pm*
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10. Other Business	
11. <i>In Camera</i> Session <i>4:20 pm</i>	

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Board of Governors

Memorandum

To: Board of Governors

From: Paul Tsaparis, Chair

Date: February 26, 2019

Subject: **Action taken by the Board Executive Committee on behalf of the Board**

The Executive Committee dealt with three items of business since the last meeting of the Board of Governors. Pursuant to the authority accorded to it under Article VI, 4 of the General Bylaws the Executive Committee approved the following:

- the negotiated settlement for the renewal of the collective agreement with the Canadian Union of Public Employees Local 1356 (CUPE -1356) for three years to 31 August 2021
- the negotiated settlement for the renewal of the collective agreement with the York University Staff Association - Unit 1 (YUSA-1) for three years to 31 July 2021
- an increase of \$1.5M to the \$4.7M Atkinson building renewal budget for a total project budget of \$6.2M.

Additional information on any of these items can be provided upon request.

Board of Governors

Memorandum

To: Board of Governors

From: Paul Tsaparis, Chair

Date: February 26, 2019

Subject: Senate-Board Jurisdiction Matter: Special Joint Working Group

Recommendation:

The Executive Committee recommends that, contingent upon approval by Senate on 28 February 2019, the Board of Governors approve the proposal to establish a Special Joint Senate-Board Working Group on Jurisdiction Related to Cancellation / Suspension of Classes during a Labour Disruption, as attached at Appendix A.

Rationale

As noted in the attached document, during the course of the labour strike by CUPE 3903 Units 1, 2, and 3 commencing on March 5, 2018, considerable discussion and debate took place across the community with respect to the issue of suspending/cancelling classes during a strike and who has the authority to do so. The public debate over the question of authority to suspend classes surfaced both the need and the desire to clarify the situation for the future. In addition to the interest it poses for the governing bodies, the administration and many colleagues, the existence of conflicting messages on the subject created additional confusion for many students further confirming the need for clarity.

The then Chairs of Senate and the Board agreed to work together to propose a process to address the matter. The attached document reflects their considered efforts to design an approach that would allow the two governing bodies to work together collegially going forward.

As proposed, the Working Group's mandate is to facilitate accord on the matter of jurisdiction for the suspension of classes during a strike. Key points to note about the proposed process include:

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- the composition of the Working Group has an equal number of voting senators and governors
- the Working Group will be co-chaired by the Chairs of Senate and the Board as non-voting members
- broad community consultation will be undertaken by the Group, with the input gathered informing its recommendations
- a final report will be prepared by the Working Group that sets out its findings and recommendations; it will be presented to both Senate and the Board for review and further action
- the group will strive for consensus in its findings and recommendations; minority views can be included in the report should a collective view not emerge.

The proposal is being submitted to Senate for approval at its meeting on 28 February 2019.

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York University Joint Board and Senate Initiative

Associated with Cancellation/Suspension of Classes during a Labour Disruption Joint Working Group Terms of Reference

Background

The University, created by the [York University Act](#), defines the respective authority of Senate, the President, the Chancellor and the Board of Governors. The Act specifically assigns to Senate responsibility for academic policy including the power to determine the requirements for graduation, to conduct examinations, and to confer degrees.

Except as to such matters specifically assigned to the Senate, the “government, conduct, management and control of the University and of its property, revenues, expenditures, business and affairs are vested in the Board, and the Board has all powers necessary or convenient to perform its duties and achieve the objects and purposes of the University.”

The President’s legislated responsibilities are to supervise and direct implementation of the academic policy and general administration of the university including the teaching staff, officers and students.

On March 5, 2018, a labour strike was commenced by CUPE 3903 Units 1, 2, and 3. The week prior, the Provost publicly stated that, in the event of a labour disruption, all classes that can continue will continue. This prompted a call from some community members for the Senate Executive Committee to suspend all classes. On March 1, 2018 the Senate Executive Committee met and considered whether, in the absence of a request from the administration, it could unilaterally suspend all classes and, if such authority existed, whether it should do so. The Committee grounded its consideration of the matter in the relevant Senate legislation, specifically the *Policy on Academic Implications of Disruptions or Cessations of University Business Due to Labour Disputes or Other Causes* and the *Class Cancellation Policy*, the Committee’s terms of reference and the bicameral division of authority under the *York University Act*. Ultimately, it concluded that it could not invoke a blanket suspension of all classes in the circumstances. It also decided that, even if it could take such action, it endorsed the approach communicated by the Provost that classes that can continue should continue.

In the subsequent days, considerable discussion and debate took place across the community with respect to the issue of suspending classes and who has the authority to do so. Senate passed a motion on March 22, 2018 expressing the view that “Senate, in conjunction with Senate Executive, has the authority to direct and determine that classes be suspended on the basis of academic integrity.” Several faculty councils sought to or passed motions asserting the opinion that all classes should be cancelled. The Chair of the Board, on behalf of the Board Executive Committee, stated the position that “[a]s any decision to cancel classes across the entire University would have a profound impact on all aspects of the University’s operations and affairs, we are convinced, under our statutory responsibility under the *York University Act, 1965* that the senior administration would need to seek the Board’s agreement to do so.” At the same time, some faculty

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members articulated the view that a decision to suspend or continue with their classes rested solely with them based on their assessment of whether academic integrity could be maintained.

The public debate over the question of authority to suspend classes surfaced both the need and the desire to clarify the situation for the future. In addition to the interest it poses for the governing bodies, the administration and many colleagues, the existence of conflicting messages on the subject created additional confusion for many students further confirming the need for clarity.

At the request of some Senators, the Chair of Senate committed to contacting the Chair of the Board to discuss a way forward such that in the event of a future labour disruption, there would be greater clarity on suspension of classes. The Chairs and Vice-Chairs of the two governing bodies agreed to work together to propose a process that might help resolve the issue.

Proposed Principles, Mandate and Membership of the Special Joint Senate-Board Working Group

Principles

Before making efforts to identify concrete proposals with respect to process, mandate and timelines, the Chairs and Vice-Chairs believed it would be useful to articulate key principles that would inform their thinking. The following were noted:

1. It is recognized and appreciated that there are strongly principled and divergent views across the community.
2. The scope of the work to be undertaken should be carefully framed around the issue of decision-making on cancellation/suspension of classes during a labour disruption. It is not intended to be a broader enquiry about the roles and responsibilities of the two governing bodies.
3. Seeking a common understanding of the roles of Board and Senate is a preferred goal. Developing a shared view would help avoid ambiguity in the future and reduce the risk that disagreements regarding roles and responsibilities could adversely affect community members.
4. While it is hoped the group convened to undertake this initiative will reach consensus, if that is not possible, the group's report should include dissenting perspectives where necessary.
5. There is merit in exploring the potential of a shared view before considering other options (e.g. retaining an external person to provide expert opinion). Should this exploration not achieve the desired outcome, other options could be considered at that time.
6. The process should be completed within a reasonable time and should involve effective methods of ensuring input from the community.

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7. Any final report arising from the process will be presented to Senate and the Board for action.

Terms of Reference

Based on the background and principles articulated above, the Chairs and Vice-Chairs propose the creation of a special joint working group to lead the process of clarifying where authority lies for class cancellation during a labour disruption. In addition to the mandate, a timeline and outcomes for the group are set out below.

Mandate:

The Working Group will:

- a) develop a shared understanding of the roles of Senate, Board and the administration with respect to cancellation/suspension of classes during a labour disruption;
- b) make recommendations as necessary, with respect to creation of or modification to policies to facilitate and sustain the shared understanding identified in a);
- c) seek and obtain input from a diverse range of community members and stakeholders; and
- d) present its report and recommendations to the Board and Senate for action at the completion of its work.

Timeline:

The Working Group will report back to Senate and Board in Fall 2019. Progress reports will be provided intermittently through the respective Executive Committees.

Outcome:

The Working Group will present its observations and recommendations in the form of a report that may be presented to both the Board and Senate for endorsement and/or additional action. The group will strive for consensus in its findings and recommendations. However, if that is not possible, minority views will be included in the report.

Membership:

The Chairs/Vice-Chairs propose an equal number of voting members from Senate and the Board on the working group. Recognizing the significance of the issue for both governing bodies, the Chairs wish to be members but will serve as non-voting members.

The Chairs/Vice-Chairs believe the working group should be kept to a modest size to allow members to foster a good rapport with one another and speak with candour. It is also acknowledged that significant time and effort will be required of working group members and most will be volunteering their time to participate. However, broad community consultation will be undertaken to ensure the working group has cognizance of all the issues and perspectives.

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On the basis of the above, the proposed composition of the Working Group is:

- 3 voting members representing Senate elected from among current Senators, at least one of whom will be a student provided that a student is nominated
- the Chair of Senate as a non-voting member
- 3 voting members representing Board, determined from among current Governors
- the Chair of the Board of Governors as a non-voting member
- one member representing the administration as a non-voting member

The Senate and Board Chairs will Co-Chair the Working Group.

Additional Resources:

The University Secretariat will provide governance support to the Working Group. In addition, the group may seek advice from individuals with relevant knowledge and/or expertise and may gather relevant documentation to assist in its consideration of the issues.

PRESIDENT'S KUDOS REPORT

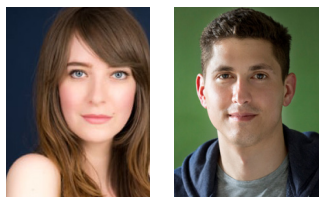
FEBRUARY 2019



School of the Arts, Media, Performance & Design alumna [Wendy Lu](#), a hard-of-hearing designer and multimedia artist, was chosen as the first artist to have her work displayed at the Ralph Thornton Saulter Street Stairwell Gallery in 2019.



Faculty of Environmental Studies alumna [Charmaine Lurch](#) (MES '15) was awarded a Chalmers Arts Fellowship from the Ontario Arts Council. The grant, which is valued at \$48,500, supports professional artists' investigations of their own artistic process.



School of the Arts, Media, Performance & Design MFA students [Madeleine Sims-Fewer](#) and [Dusty Mancinelli](#) won the Grand Jury Prize in the Narrative Shorts category for their short film "Woman in Stall" at the 25th Slamdance Film Festival.



[Two researchers](#) in the Faculty of Education have been awarded Social Sciences & Humanities Research Council (SSHRC) Insight Grants:

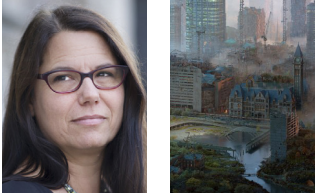
- Professor Lisa Farley received \$60,734 to further her research for "A Multi-Site Study on Teacher Conceptualizations of Childhood: Memories, Artefacts, and Cultural Trope";
- and Lana Parker, a member with the Institute for Research & Digital Learning (IRDL) has received \$47,846 for her investigation of "What is the Role of Literacy Education in a PostTruth Era?" [not pictured].



York alumnus [Gord Ash](#) (BA '75) was announced as one of the 2019 Canadian Baseball Hall of Fame inductees in recognition of his longtime leadership and his contributions to the sport.



[Team Schulich](#) placed second overall in the 2019 MBA Games, and won first place in the Spirit category in recognition of their hard work, inclusiveness, and positivity. The MBA Games, an annual competition for business school students from across Canada, feature 19 other Canadian business schools and 13 different competitive events.



[Two York film students](#) have been nominated for Canadian Screen Awards. The nominees are:

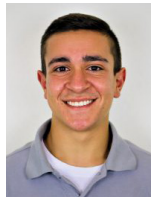
- Elisa Paloschi (MFA '20)) [pictured] for "Driving with Selvi" - Best Direction in a Documentary and the Donald Brittain Award
- Lisa Jackson (MFA '16) for
 - "Biidaaban: First Light VR") [pictured] - Best Immersive Experience in the Fiction category and "1491" - Best History or Documentary Series.



Faculty of Liberal Arts and Professional Studies student and athlete [Daniel Gogarty](#) officially signed with York 9 Football Club, a professional soccer club, and will play in the inaugural Canadian Premier League season on York University's Alumni Field.



Lassonde alumnus [Nima Shahbazi](#) (PhD '18) is a member of the computer science team that won the \$1 million Zillow Competition Prize for improving the Zestimate home valuation algorithm. Dr. Shahbazi's team beat more than 3800 teams from 91 countries and improved on the benchmark model by more than 13 percent.



Schulich student and LaunchYU-supported entrepreneur [Giancarlo Sessa](#) (BBA '19) was featured on BNN Bloomberg to showcase his innovative startup, Blade Filters, which aims to create reusable, sustainable, and cost-effective carbon air filters.



Faculty of Health professor [Ruth Rodney](#) was awarded a \$20,000 grant from the Canadian Institutes of Health Research to fund her research on gender-based violence in Guyana. Rodney's research is part of a collaborative project with a team at the Centre for Addiction and Mental Health; she serves as the team leader for the qualitative research component.



A team of students from Osgoode Hall Law School won first place in the Americas round of the [Price International Media Law Moot](#), as well as honours for Best Memorial (runner-up) and Best Oralist - Matt McLean (runner-up). Members of the team include students Alana Robert, James Shields, Matthew McLean, John Justin, and Bailey Fox, and coaches Professor Jamie Cameron and Professor Bruce Ryder. In April, the team will travel to Oxford University to compete in the international round.



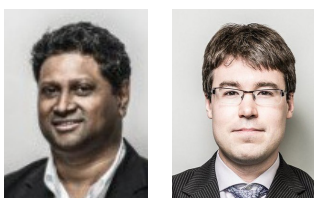
Mechanical Engineering professor [Pouya Rezai](#) was awarded an Ontario Ministry of Agriculture, Food & Rural Affairs (OMAFRA) grant and a Natural Sciences & Engineering Research Council of Canada (NSERC) grant, together totalling \$175K in support of his environmental contamination monitoring research & biotechnology prototype development. A portion of the grants will go toward funding multiple graduate and undergraduate students at the Lassonde School of Engineering to assist with the proposed research.



Social Science professor [Nga Dao](#) was the only Canadian chosen for an international project studying river deltas in South & Southeast Asia. Dao will lead the team's efforts to create sustainable impact through gender-sensitive learning and knowledge co-creation.



Chemistry professor and Tier 2 Canada Research Chair [Christopher Caputo](#) received the prestigious Polanyi Prize in Chemistry for his groundbreaking work on removing precious metals from manufacturing processes.



[Three Lassonde professors](#) were chosen for the Canadian Space Agency's new program, Flights and Fieldwork for the Advancement of Science and Technology, which supports the development of space science and technologies in Canadian post-secondary institutions. The recipients, who will receive a total of \$600K in funding, are:

- Professor Sunil Bisnath - "Reflected Global Navigation Satellite System Signals"
- Professor John Moores - "Mars Atmospheric Panoramic Camera and Laser Experiment"
- Professor Gordon Shepherd - "In-flight Assessment of the Spatial Heterodyne Spectroscopy Instrument"



Cinema and Media Arts professor [Ali Kazimi](#) was named a winner of the 2019 Governor General's Awards in Visual and Media Arts for his distinguished body of work as a documentary filmmaker and media artist. The awards ceremony will be held in March and will be followed by a public viewing of an exhibition of the winners' works.



York Lions sports medicine and sports injury clinic manager [Andrea Prieur](#) has been named Team Canada's chief therapist for the 2019 International University Sports Federation Summer Games. This is the third time Prieur will serve as chief therapist for Team Canada's athletes at the FISU Summer Games.



Six Faculty of Liberal Arts and Professional Studies professors received [awards for teaching and research](#) during an annual award ceremony. The recipients are:

- Dean's Award for Excellence in Teaching
 - Patrice Allen - History PhD Candidate - Teaching Assistant category
 - Dagmara Woronko - Social Science and Communication Studies - Contract Faculty category
 - Professor Carolyn Podruchny - History - Tenured Faculty category
 - Professor Chris Robinson - Administrative Studies - honourable mention, Tenured Faculty category
- LA&PS Awards for Distinction in Research, Creativity or Scholarship
 - Professor Jennifer Korosi - Geography - Emerging Researcher category
 - Professor Miriam Smith - Social Science - Established Researcher category



Biology professor [Carol Bucking](#) received the 2019 Robert G. Boutilier New Investigator Award from the Canadian Society of Zoologists for her outstanding contributions to the field. Bucking studies environmental influences on fish species' digestive physiology.



York alumnus [Paul Nguyen](#) (BA '04) won a 2018 Canada's Volunteer Award in the Ontario Community Leader category for his website Jane-Finch.com, which seeks to promote community uplift and advance awareness of systematic barriers and socio-economic challenges for local youth.



York University celebrated its green heroes during the annual [President's Sustainability Leadership Awards](#) reception. The recipients were:

- Adam Lake, an undergraduate student and sustainability advocate;
- leading Canadian authority on co-operatives, fair trade and sustainability Professor Darryl Reed, the et al. co-op, and Green Campus Co-op;
- Campus Services & Business Operations Energy Management Team (Brad Cochrane, Gary Gazo, Steve Prince and Bogdan Strafalea), who successfully applied for \$14.5 million in grant funding to support energy conservation projects at York.



Two Faculty of Health PhD candidates received provincial research awards at the Ontario Exercise Physiology Conference:

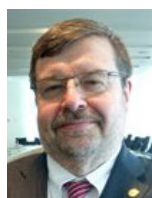
- Catherine Bellissimo won the top OEP 2019 Student Award, which recognizes outstanding research conducted by a graduate student within the field of exercise physiology.
- Patrick Turnbull won the American Journal of Physiology Cell Award, which recognizes outstanding research by a student in the field of cell and molecular physiology. Turnbull has also received a travel award from the American Society of Biochemistry & Molecular Biology to present his research at the international Experimental Biology meeting in Orlando, Florida this April.



APPOINTMENTS



School of Arts, Media, Performance and Design alumna [Santee Smith](#) (MA '04) was appointed Chancellor of McMaster University.



Robert Haché, York University's Vice President of Research and Innovation, has been selected to become [Laurentian University's 11th president and vice-chancellor](#).



Faculty of Environmental Studies alumnus [Pino Di Mascio](#) (MES '95) was appointed Director of Planning at Sidewalk Labs, an urban innovation organization focused on city-building and digital infrastructure.



[Chris Russel](#) has been appointed as York University's inaugural Chief Information Security Officer.

Board of Governors

Memorandum

To: Board of Governors

From: Bobbi White, Chair, Academic Resources Committee

Date: 26 February 2019

Subject: President's February 2019 Report on Appointments, Tenure and Promotion

Motion and Rationale:

The Academic Resources Committee recommends that the Board of Governors approve the President's February 2019 report on appointments, tenure and promotion.

This report covers appointments recommended since the Committee and Board met in October, along with recent tenure and promotion decisions. I confirm that tenure and promotion decisions followed due process and that the advice of the appropriate bodies was considered. Appointments have been made in support of existing activities and strengths, and to further strategic objectives.

The final column of the appointments tables identifies the nature of the funding, which can take the form of regular replacements funded by Faculties or the York University Libraries, appointments in new areas that are Faculty-funded, institutionally supported strategic hires, or endowed chairs and professorships.

Documentation is attached as Appendix A (tenure and promotion) and Appendix B (appointments).

Recommendations for Promotion to Full Professor

Appendix A

Name	Faculty	Unit (If Applicable)	Highest Degree (University)	Specialization(s)
Biehl, M (M)	Schulich School of Business	Operations Management and Information Systems	PhD (Georgia Tech)	Operations management and information systems
Buchbinder, A (M)	Arts, Media, Performance and Design	Cinema and Media Arts	MFA (California)	Screenwriting and directing
Cavanagh, S (F)	Liberal Arts and Professional Studies	Sociology	PhD (York)	Gender, sexuality and psychosocial studies
Chrostowska, S (F)	Liberal Arts and Professional Studies	Humanities	PhD (Toronto)	Modern European intellectual history
Lagerlöf, N-P (M)	Liberal Arts and Professional Studies	Economics	PhD (Stockholm)	Growth theory, development and demographics
Longfellow, B (F)	Arts, Media, Performance and Design	Cinema and Media Arts	PhD (York)	Documentary film maker/ film scholar
Waring, D (M)	Liberal Arts and Professional Studies	Philosophy	PhD (York)	Ethics, bioethics, philosophy of medicine/ psychiatry

Table 1 2018-19 Recommendations for Appointment – Full-Time Faculty Members¹ (since the meeting of October 1, 2018)

Name	Gender	Department, Field	Rank	Highest Degree	Research Agenda/Specialization	Funding
GLENDON						
Power, Catherine (on offer)	F	Political Science, Theory	Lecturer*/ Assistant Professor, PC1	PhD, Political Science (Toronto, 2019)	Ms Power is on track to defend her PhD at the University of Toronto within the year. Ms Power's existing and future program of research addresses the Jewish dimensions of modern conceptions of the State, citizenship and sovereignty.	Faculty Funded
HEALTH						
Chalmers, Philip (1-Jan-19)	M	Psychology, Quantitative Methods	Assistant Professor, PC2	PhD, Psychology (York, 2016)	Dr. Chalmers comes to us from his Assistant Professor position in Quantitative Methodology at the University of Georgia. Dr. Chalmer's research interests primarily revolve around the topic of latent variable modeling within psychology and education.	Faculty Funded
LA&PS						
Alook, Angele	F	GSWS, Gender, Indigenous People, and Feminism	Assistant Professor, PC1	PhD, Sociology (York, 2016)	Dr. Alook comes to us from her role as Research Officer at the Alberta Union of Provincial Employees. She previously taught in the Department of Public Health at Concordia University as a Sessional Instructor. Dr. Alook's research explores the impact of the oil sands development on local Indigenous communities, examines the migration experience of young Indigenous adults, Indigenous land rights, etc. Her work uses Indigenous methodologies and Indigenous knowledges.	Faculty Funded
Hartse, Joel (on offer)	M	Languages, Literatures and Linguistics, ESL	Assistant Professor, PC1	PhD, Language & Literacy Education (UBC, 2015)	Dr. Hartse comes to us from his position as Lecturer in the Faculty of Education at Simon Fraser University. Dr. Hartse has a strong research program in second language writing and higher education, particularly approaches to supporting bi/multilingual students in the development their writing skills.	Faculty Funded

¹ All appointments effective July 1, 2019 except where indicated in the Name column.

Note: "Specially funded" includes Endowed Chairs, Canada Research Chairs, CFREF VISTA, etc.

*PhD not completed at the time of hiring. Formal appointment at rank of Lecturer until doctorate is completed, at which point the rank is converted automatically to Assistant Professor.

Name	Gender	Department, Field	Rank	Highest Degree	Research Agenda/Specialization	Funding
Kwan, Amy	F	SAS, Management Accounting	Assistant Professor Teaching Stream, PC1	M.A., Management and Professional Accounting (Toronto, 2009)	Ms Kwan has a CMA (2011), a CPA (2013) and is enrolled in the PhD program in Information Studies at the University of Toronto since 2017. Ms Kwan's research focus is in accounting education, managerial learning, analytics and accounting/financial information systems.	Faculty Funded
Knouzi, Ibtissem (on offer)	F	Languages, Literatures and Linguistics, ESL	Assistant Professor, PC1	PhD, Language and Literacies Education (Toronto, 2018)	Dr. Knouzi has taught part-time in the Department of Languages, Literatures and Linguistics since 2017. She has experience with ESL teaching, and a range of professional experience and expertise in language assessment and evaluation. Dr. Knouzi conducts research on second language writing, assessment and sociocultural theory.	Faculty Funded
Richards, Daniel	M	SAS, Personal Financial Planning	Assistant Professor, PC1	PhD, Finance (Open University, 2013)	Dr. Richards comes to us from his position as Lecturer in Wealth Management, RMIT University in Australia which he has held since 2015. Dr. Richard's research interests lie in two disciplines: behavioural finance and financial planning.	Faculty Funded
Thistle, Jesse	M	Equity Studies, Indigenous Studies	Lecturer*/ Assistant Professor, PC1	PhD, History (York, 2021)	This appointment is made through the Aboriginal (Indigenous) Faculty Hiring Program. Mr. Thistle is currently enrolled in the PhD program in History at York and expects to complete his PhD no later than 2021 and likely sooner. He has been awarded both the Pierre Elliot Trudeau Foundation doctoral scholarship and the Vanier Canada doctoral scholarship among other awards. Mr. Thistle's research interests are in Métis Studies, North American Indigenous History, Canadian History, Genealogy, and Métis Health Studies.	Faculty Funded
LIBRARIES						
Grant, Jennifer	F	Archives & Special Collections	Assistant Librarian, PC1	MIS, Archival Studies (Toronto, 2008)	Ms Grant has held the part-time position as Archivist with the Clara Thomas Archives and Special Collection at York since 2008. She has also worked as a part-time Assistant Archivist with the Law Society of Canada since 2007. Ms Grant's professional experience includes archival processing projects of the archives of individuals and of organizations consisting of records in a variety of media formats.	Faculty Funded

Note: "Specially funded" includes Endowed Chairs, Canada Research Chairs, CFREF VISTA, etc.

*PhD not completed at the time of hiring. Formal appointment at rank of Lecturer until doctorate is completed, at which point the rank is converted automatically to Assistant Professor.

Name	Gender	Department, Field	Rank	Highest Degree	Research Agenda/Specialization	Funding
SCIENCE						
Mirkovic, Tibana (on offer)	F	Chemistry	Assistant Professor, Teaching Stream, PC1	PhD, Physical Chemistry (Toronto, 2009)	Dr. Mirkovic comes to us from the University of Toronto where she has been a Research Associate and a Sessional Lecturer II in the Department of Chemistry since 2009. In addition, she works at the Impact Centre as an educational strategist. Dr. Mirkovic's areas of interest include synthesis and characterization of semiconductor nanoparticles, multifunctional nanomotors, dynamics in nanoscale systems and photo-physics of light-harvesting.	Faculty Funded
SCHULICH						
Rungtusanatham, Johnny (1-Jan-19)	M	OMIS	Full with tenure	PhD, Business Administration (Minnesota, 1995)	Dr. Rungtusanatham is being nominated for a Tier 1 Canada Research Chair in Supply Chain Management. He comes to us from his position as Professor of Management Sciences and the Fisher College of Business Distinguished Professor at Ohio State University. Dr. Rungtusanatham's research interests are in Supply Chain Management including mass customization, buyer-supplier relationships, and supply chain disruptions.	Specially Funded
Packard, Grant (1-Jan-19)	M	Marketing	Associate Professor, Tenured	PhD, Marketing (Michigan, 2012)	Dr. Packard comes to us from his position of Associate Professor of Marketing in the Lazaridis School of Business and Economics at Wilfrid Laurier University. Dr. Packard's research focus examines the production and consumption of language in the marketplace to advance psychological theories pertaining to motivation, social perception, and persuasion.	Faculty Funded

Note: "Specially funded" includes Endowed Chairs, Canada Research Chairs, CFREF VISTA, etc.

*PhD not completed at the time of hiring. Formal appointment at rank of Lecturer until doctorate is completed, at which point the rank is converted automatically to Assistant Professor.

Board of Governors

Memorandum

To: Board of Governors

From: William Hatanaka, Chair, Finance and Audit Committee

Date: February 26, 2019

Subject: Sherman Health Science Research Centre – Building Expansion

Recommendation:

The Finance and Audit Committee recommends that the Board of Governors approve a budget of \$43.5M for the construction of a NeuroScience Facility and additional office space, constructed as an expansion to the Sherman Health Science Research Centre. The project includes funding for refurbishment of space vacated in the Behavioural Science Building (BSB) as a result of the construction.

Rationale:

The project consists of three parts:

- Part 1: A facility to house the VISTA research centre (the NeuroScience facility) as committed to by York in response to a government grant with an approximate gross size of 24,000 sq ft (2230 sqm);
- Part 2: Additional office space for the Faculty of Health with an approximate gross size of 30,000 sq ft (2788 sqm); and
- Part 3: Refurbishment of vacated space in the BSB as a ripple project

A detailed report prepared primarily by the Faculty of Health substantiating the need for the facility is attached as background.

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Project Status:

A project committee chaired by the AVP of Facilities Services has been struck, the Functional Space Program has been developed, a Request for Supplier Qualifications from Architectural Firms has been completed resulting in the creation of a short list of qualified architects, and an RFP for those services is ready to be issued on approval for funding.

The Board via the Land and Property Committee has approved the use of land for the expansion.

Financial Details:

The funding proposed for the project is summarized as follows:

Project	Funding Source	Amount
Neuroscience – Part 1		
First \$4.7M	Existing Reserve	\$4.7M
Remainder	Debenture	<u>\$22.8M</u>
		\$27.5M
Health Expansion—Part 2	Faculty and University Fund	\$15.0M
Health Expansion—Part 3	University Fund	\$1.0M
Total		\$43.5M

Financing for Part 1

The University had set aside a reserve for Part 1 of this Project of \$4.7M. The remainder of the funding for Part 1 will come from the Debenture issued by the University in 2016.

Financing for Part 2

The Faculty of Health currently contributes \$8.9M to the Hold Harmless pool. When the SHARP model was implemented, the Faculty of Health was required to pay into the pool to allow the University to transition to the SHARP model. The Hold Harmless pool provided some Faculties with financial assistance to transition to the SHARP model. This arrangement was a temporary measure to allow Faculties to transition to the SHARP model and move away from the incremental model.

The Faculty of Health's original plan was to pay for the expansion for Part 2 through an internal \$15M loan from central. This internal loan was to be repaid over time from the cash flow from future operations and relief granted from the requirement to contribute to the Hold Harmless pool. The recent announcement from the provincial government to

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rollback tuition in 2019-20 and the subsequent freeze in 2020-21 has resulted in a significant financial burden to the Faculty of Health. This has impaired the ability of the Faculty to repay the internal loan for the expansion under Part 2. Given these circumstances and the importance of the project to the University, it is being proposed that financing for Part 2 will be in the form of a loan and financial assistance from the University Fund. The exact terms of the financial assistance from the University Fund will be determined at a future date based on the Faculty's ability to pay for all or part of the expansion under Part 2, determined after the Faculty prepares its multi year budgets, with the further understanding that future relief granted to the Faculty from its Hold Harmless obligation will be directed to the funding of the Part 2 expansion.

Financing for Part 3

The work under Part 3 of the Project is being financed from the University Fund.

Apart from the Capital Costs described for Parts 1, 2 and 3, the Faculty of Health and other users of the space will be responsible for space and deferred maintenance costs, consistent with the SHARP model.

Background—Prepared by the Faculty of Health

The Sherman Health Science Research Centre opened in 2010 and enabled York University to rapidly increase its impact and reputation in the important fields of biomechanics, neuro and vision science. The transformation of an ice rink into a 50,000 square foot world class research facility was made possible by a five-million-dollar gift from the Barry and Honey Sherman Foundation. The current Facility includes a neuroimaging laboratory with EEG and the latest in functional Magnetic Resonance Imaging (fMRI) technology, special laboratories for shielding electromagnetic interference, a virtual reality environment, visual-motor assessment labs, a tumbling room and sphere for understanding sensory perception and movement. These facilities play a vital role in helping the University to achieve its strategic research plan, particularly our commitments to enhancing the health of individuals and communities, advancing fundamental discovery, exploring the frontiers of science and technology, and innovation for the public good. It has been instrumental in our ability to attract a new generation of world class academics and outstanding graduate students and staff.

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Part 1 - VISTA Related Expansion

The Sherman Health Science Research Centre was a key element in the University's ability to win its first ever grant from the Canada First Excellence Research Fund (CFREF) in 2016. Our project, entitled Vision: Science to Applications (VISTA) received \$33.3 million in operating funding from the federal government and industry partners.

As a requirement of the CFREF grant, York University made a commitment of \$25.5 million to build a 24,000 square foot extension to the Sherman Health Science Research Centre, plus an additional \$2M to refurbish the space vacated in the Behavioural Science Building (BSB). The proposed extension needs to be completed in 2021 and will replace and consolidate critical and sensitive neuroscience research facilities including research clean rooms, procedure suites and storage rooms, housing and related infrastructure, veterinary quarantine, bio-hazard waste storage, offices for research technicians, a loading dock, etc. The extension will be constructed at either the east or west end of the existing Sherman Health Science Research Centre. The expansion will enable us to add to our world leading research in vision science by supporting our recent VISTA Enhanced hires, as well as attract remaining VISTA Enhanced hires in neuroscience specializations such as neuroimaging, neurophysiology, sensory biophysics, data visualization, and cognitive science, analytics and applied statistics, computer vision, the ethics of human-computer interaction. While the part 1 of the VISTA related expansion will provide critical supplemental research facilities, the plan did not include any office space to host the researchers or their students.

Part 2 Office and Clinic Expansion

Due to space limitations and the recent addition of three neuroscience hires, faculty offices and research facilities for the neuroscience team are already dispersed across multiple buildings. There is insufficient space for the three more positions being filled. In addition to neuroscience, the current Sherman Health Science building hosts clinical neuropsychologists involved in brain assessment and rehabilitation, individuals focused on concussions and brain injury, and individuals involved in biomechanics (including diseases of motor control, and muscular skeletal health and injury). However, due to current space limitations, not all people engaged in these fields have offices or research space in the Sherman Centre – reducing their ability to function as an interdisciplinary team. Moreover, due to the clinical importance, program popularity, and research success in these fields, the faculty complement is poised to grow significantly. For example, the Faculty of Health is currently undertaking searches to add two hires in biomechanics, one new hire in clinical neuropsychology, and one new person in sport and concussion. The current building is unable to host graduate and undergraduate students involved in these research fields or clinical training. Finally, work in the areas requires access to a continuous population of clinical patients and research participants.

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Given the foregoing, we propose an additional expansion to the Sherman Health Science Building (i.e., part 2) to add office space to create a series of research clusters to co-locate faculty members, graduate students, visiting scholars, and research staff. This would be in addition to the part 1 VISTA related expansion. The proximity of the Sherman Health Sciences Building to a bus depot, subway stop, and dedicated clinic parking, as well as the MRI suite, also make it an ideal location to establish new public clinics. The clinics would be designed to enhance engagement with the local communities, facilitate the collection of clinical research data, and serve as an important training platform for graduate and undergraduate students. A single clinical space might be used to serve the needs of different clinical teams.

Specifically, it is proposed that in addition to the original 24,000 square feet to host the NeuroScience center, that we also add a total of 30,000 square feet of office, clinic and related supporting space for work aligned with the facilities in the original Sherman complex. This incremental expansion will not only facilitate research and education, but will be cost effective by building onto the planned Part One expansion.

The part 2 expansion would include office accommodations for the following interdisciplinary clusters, teams and clinics. While the majority of faculty and students are in the Faculty of Health, the facility would also host members of other Faculties whose work is aligned with one or more of the clusters.

- (i) An interdisciplinary **neuroscience cluster**, largely although not exclusively concerned with VISTA;
- (ii) A **Centre and Clinic for Neuropsychology Assessment and Neurorehabilitation**;
- (iii) A Centre for Sport, Health and Concussions;
- (iv) An interdisciplinary team for **biomechanics, injury, and motor control**;
- (v) A Centre for Physical Activity Sciences (cluster in the **Psychology of Physical Activity and Health**)

Part 3 of the Expansion/Refurbishment Plan to BSB

It is proposed that the 8,500 square feet of space in BSB which currently hosts the research facility being moved to Sherman expansion part 1 would be allocated to the Faculty of Health for redevelopment for human physiology and nutrition research. These are areas of research which would not be served by the Sherman expansion (parts 1 and 2), but in which considerable growth is anticipated. At present, individual researchers in these areas use facilities in multiple buildings to undertake their work.

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This makes it time consuming and inhibits cross disciplinary collaboration. For example, it is desirable to have facilities for food preparation and consumption collocated near sterile facilities for drawing human blood and tissue, as well as facilities for processing and analyzing the biological samples. Specifically, it is proposed that the vacated space in BSB would host a Centre for Physical activity Sciences, including research facilities, but not office space, for:

- A cluster of faculty and students engaged in applied human physiology for physical activity and health;
- A cluster of faculty and students engaged in applied human nutrition for physical activity and health.

These teams currently include approximately 16 researchers, mostly from the School of Kinesiology and Health Science.

The original VISTA funding plan set aside \$2M for this purpose, noting that a comprehensive cost estimate has not been performed, and that costs will likely be higher. An incremental York funding contribution of \$1M to support the refurbishment beginning in 2021 is proposed. The Faculty of Health will be responsible for any additional refurbishment costs, as well as ongoing maintenance and operating costs of the refurbished BSB space per SHARP.

Closing Considerations

In summary, it is appreciated that all Faculties and many shared services share the concern about space constraints. In the related prioritization of resources, the following factors are relevant to the Faculty of Health.

- The Faculty of Health inherited various spaces when it was formed 12 years ago. Staff and faculty are now spread across more than 16 different buildings on the Keele campus, making it extremely difficult to develop a culture, and facilitate interdisciplinary research and programs.
- The Faculty of Health has never had a new dedicated building. Rather, the Faculty has benefited from refurbishments of buildings shared with other Faculties (e.g., Life Science Building, and the Farquharson Building).
- Last year, researchers from the Faculty of Health accounted more than 20 per cent of all external research funding at York University, an amount which has grown considerably over the last three years. The lack of fit for purpose research space could negatively impact the research success and undermines the individual success of faculty members in the future.

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- The Faculty of Health currently has the highest student-faculty ratio in the University and its approved complement plan calls for significant new faculty hiring over the next 3 years, which will add to existing space pressures.
- Finally, it is noted that the Faculty of Health currently hosts 21% of all undergraduate students, 11% of all graduate students, and 12% of faculty (and growing). Collectively, this makes the Faculty the second largest. In contrast, space data from July of 2018 indicates that the Faculty of Health currently has 181,772 square feet of space allocated to it, behind LA&PS (301,468 sq ft), AMPD (272,572 sq ft), and Science (266,139 sq ft) and slightly ahead of the Lassonde School of Engineering (166,476 sq ft).

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Memorandum

To: Board of Governors

From: William Hatanaka, Chair, Finance and Audit Committee 26

Date: February 2019

Subject: York Lions Stadium Conversion Project - Budget Amendment

Recommendation:

The Finance and Audit Committee recommends that the Board of Governors approve an increase of \$3M to the \$8.2M York Lions Stadium Conversion Project budget for a total project budget of \$11.2M, inclusive of HST.

Background and Rationale:

In February 2018 the Board, via the Finance and Audit Committee, approved a project budget of \$8.2M for the installation of an artificial turf and dome in the York Lions stadium (Appendix A).

The construction of the Stadium was substantially funded by the federal government and as such, required the University to enter into a legacy use agreement granting Athletics Canada (AC) exclusive access to the space for training. As part of this agreement the government also created a legacy fund to assist with operational costs in exchange for national sport organizations gaining exclusive access to the facilities. The University is required to submit annual documentation, including usage and financial reports to the Toronto Foundation, the overseers of the legacy fund.

Over the past four years Athletics and Recreation (A&R) has observed that AC utilizes the track for approximately 20% of their exclusive use time, leaving the track idle for about 80% of the time during which A&R has severely limited access and minimal opportunities for revenue generation. The restrictions on access have significant financial implications for A&R. In each of the last three years, the Facility has generated very minimal revenue, despite the University's \$20M original investment to construct the stadium.

A&R has received several requests for use of the Stadium on a long-term basis,

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including a request from a team of the newly formed professional soccer league in Canada.

The proposed new stadium configuration would allow

1. A&R to utilize the field for football and soccer competitions (the current configuration of the track constricts the size of the field for these competitions).
2. A&R would have the capability to host multiple events and attract long-term rental agreements and would significantly increase opportunities for student and community programming.

The prospect of long-term rental opportunities to create a predictable financial stream is necessary for fiscal sustainability of the facility.

Project Scope

To maximize utilization of the stadium, an amended concept has been developed. In addition to installing artificial turf and a seasonal inflatable dome, the expanded project scope proposes replacement of the current track surface with a new six-lane track, inclusive of throws and jumps on the practice field. This proposal will make the turf area of the stadium larger, allowing for more flexibility and functionality. The budget adjustment of \$3M would allow for the removal of the current track surface and addition of the expanded project scope outlined above.

Discussions with AC and the Toronto Foundation regarding the proposed change have been positive, and AC has provided written approval to this effect, citing that it would meet all their requirements for training under the legacy use agreement. The Toronto Foundation has also indicated that these changes would be in accordance with the agreement. The University has consulted with AC and the Toronto Foundation to pursue these changes and will be able to negotiate an agreement pending Board approval. The agreement will include specific language to ensure continued access to the Foundation's legacy fund.

Funding

Project budget approved in February 2018	\$8.2M
Proposed budget adjustment	<u>3.0M</u>
Total project budget	<u>11.2M</u>

The \$11.2M total project budget includes HST, a 20% construction contingency, and 10% for market price variance to the current estimate. The project has not been designed or tendered.

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A financial plan has been developed with a \$3.2M contribution from existing A&R reserves. The remaining capital cost of \$8M will be internally financed and amortized over 24 years, funded from Athletics operations which are not part of the Operating Budget of the University.

Additional revenues in the new configuration of the stadium are conservatively estimated to be approximately \$250K annually for the first three years with the potential to increase to \$500K in years four and five, depending on A&R's ability to secure longer term usage agreements for the space. These revenues are over and above any current revenues generated. In the event the incremental \$250K per year of revenue is realized, the payback on the incremental \$3M investment will be just under 13 years. In a more optimistic scenario, with incremental revenues averaging \$250K for the first three years and \$500K each year thereafter, the payback would be approximately 8 years.

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Memorandum

To: Finance and Audit Committee

From: Carol McAulay, Vice-President Finance and Administration
Lisa Philipps, Interim Vice-President Academic & Provost

Date: 20 February 2018

Subject: Lions Stadium Conversion project

Recommendation:

That the Finance and Audit Committee approve and recommend to the Board of Governors approval of a Total Project Budget of \$8.2M, inclusive of HST, for the installation of artificial turf and a seasonal inflatable dome on the Lions Stadium.

Background

In the summer of 2015, the University opened a track and field stadium that was substantially funded by the Federal Government to host track and field events for the Pan Am Games. The facility was designed for seasonal events and consequently, due to weather, cannot be fully utilized over a full twelve-month period.

The responsibility for the use of this facility rests with the Athletics and Recreation department, Division of Student Services. Normal facility support is provided by Campus Services and Business Operations, Division of Finance and Administration.

Project Concept and Rationale

To maximize utilization of the stadium, a concept has been developed to extend the usability of the facility to include mid-November to mid-April. The concept includes the installation of artificial turf that is covered by a seasonal inflatable dome in a portion of the stadium.

The proposal includes a flexible design that will separate the field into three spaces or enable it to be used as a whole. The design will make provision for a second,

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future phase which would include the construction of a new High-Performance Field Sports Pavilion at the south end of the grandstands. This provision is necessary to ensure that site services and storm water management issues of the proposed first phase are complementary to a future phase.

The installation of the turf and dome create the potential for significant growth in athletics and recreation programs that service York students, staff and faculty, and will significantly improve the York student experience because of the expanded access to athletic facilities. This project will create 825 hours of additional indoor programming during the winter. The turf field proposed in this first phase will become the official home to varsity football and soccer for the fall outdoor season. In addition, use of this facility will include a diverse mix of varsity and campus recreation programs, intramurals, special university events, community activities, and rentals to third parties.

Risks associated with this project include:

- Environmental issues in respect of soil conditions;
- Regulatory approvals;
- Storm water management challenges; and
- This project will increase Keele Campus greenhouse gas emissions, and will therefore affect York's plan to meet its GHG reduction targets.

The total estimated capital project cost is \$8.2M inclusive of HST. The Project has not been designed or tendered. The estimate is based on available information and includes a 20% construction contingency as well as a 10% contingency for market price variance to the current estimate. A financial plan has been developed with a \$3.2M contribution from existing Athletics & Recreation reserves. The remaining capital cost of \$5M will be internally financed and amortized over 20 years, funded from Athletics operations which are not part of the Operating Budget of the University.

The annual operating budget includes the operating costs of the annual set up, demolition and storage of the dome and annual contributions for deferred maintenance costs. The University's Finance department reviewed the operating budget for the reasonability of budget assumptions.

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Memorandum

To: Board of Governors
From: William Hatanaka, Chair, Finance and Audit Committee
Date: 26 February 2019
Subject: **Tuition Fee Approval**

Recommendation:

The Finance and Audit Committee recommends that the Board of Governors approve the domestic and international tuition fees as outlined in this memorandum.

Background and Rationale:

(a) New Tuition Framework for Programs Eligible for Provincial Funding

On January 17, 2019, the Ministry of Training, Colleges and Universities (MTCU) announced changes to the tuition levels in a new two-year Tuition Fee Framework for programs eligible for provincial funding. These changes are set to take effect in Fall 2019-20.

Under the new Tuition Fee Framework, universities are required to reduce tuition levels by 10% in 2019-20 relative to 2018-19 and to freeze tuition at 2019-20 levels for 2020-21. The tuition reduction in 2019-20 and the subsequent freeze in 2020-21 applies to tuition rates for programs **eligible for government operating grants**, namely, regular undergraduate arts and science programs, professional programs and graduate programs.

Approval for Tuition fee changes are being requested at this time under the new Tuition Fee Framework as follows:

- **Maintain the current Board approved fees for domestic students during the 2019 spring/summer sessions.**
- **Apply a 10% tuition fee rate reduction for domestic students in programs eligible for provincial funding for the period September 1, 2019 to April 30, 2020, as outlined below.**
- **Maintain a tuition freeze for domestic students in programs eligible for provincial funding for the period May 1, 2020 to April 30, 2021, as outlined below.**

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(b) Tuition Rates for International Students

The recently announced Tuition Fee Framework does not apply to international students.

Ontario universities remain at or near the lowest funded universities in Canada on a per student basis. With no allowance built into government grants for inflation, as well as the recently announced 10% tuition fee cut in 2019-20 and tuition freeze in 2020-21 on programs eligible for provincial funding, significant budget pressures will be encountered in the area of salary and benefits, which account for nearly 80% of the University's budget. The elimination of enrolment growth funding that was introduced with the New Funding Formula in 2017-18 also signifies that any projected enrolment growth will not receive additional funding from MTCU. The fee increases proposed for international students are required to (partly) mitigate these cost pressures.

Approval is being requested to adjust tuition fees for international students as outlined below. The proposed increases in fees for international students are to be effective May 1st of each year for the next two years.

In summary, the following is recommended:

- **Increase fees for international students** for the period **May 1, 2019 to April 30, 2021**
- **Fee increases of 10%** in **both 2019-20 and 2020-21** for **international students** in the **Non-Professional Arts, Science and Other programs**. These increases have taken into consideration market demand and pricing in comparison to peer universities

(NOTE: At a later date, the 10% fee increase proposed for 2020-21 may be reconsidered after a review of market demand and pricing at peer institutions)

- **Fee increases** ranging from **0% to 10%** for **International Professional and Graduate programs**. These increases have considered market demand and pricing in comparison to peer universities
- **Fee reduction** of (approximately) **5%** for Schulich's **Master of Supply Chain Management** to align the program with fees charged for similar programs
- **No fee increases** are being requested at this time for **International research-based Graduate programs**

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Domestic Tuition Fees

1. That the Domestic Tuition Fees for **Undergraduate Non-Professional Arts, Science and Other Programs** as defined in the Tuition Fee Guidelines from MTCU be decreased by **10% in 2019-20, and frozen at 2019-20 levels in 2020-21** for all students. **The decrease will apply September 1, 2019.** The resultant fees are shown below:

- a) **Arts, Science and Other – Domestic Student Tuition Fee based on 30 credits**
(excludes centrally collected ancillary and student referenda fees)

Arts, Science & Other	Current Board Approved Fee 2018-19	2019-20	2020-21
All Years	6,797.91	6,118.12	6,118.12

Annual Fee Changes	2019-20	2020-21
All Years	(679.79)	0.00

- b) **Design – Domestic Student Total Fee Per Year based on 30 credits**
(excludes centrally collected ancillary and student referenda fees)

Bachelor of Design	Current Board Approved Fee 2018-19	2019-20	2020-21
Year 1 - 4	9,999.46	8,999.51	8,999.51
Supplementary Year	4,006.74	3,606.07	3,606.07

Annual Fee Changes	2017-18	2018-19
Year 1 - 4	(999.95)	0.00
Supplementary Year	(400.67)	0.00

2. That the Domestic Tuition Fees for **Undergraduate Professional Programs** as defined in the Tuition Fee Guidelines from MTCU be **decreased by 10% in 2019-20, and frozen at 2019-20 levels in 2020-21** for all students. The resultant fees are shown below.

- a) **Business (BBA, iBBA), BCom (formerly Bachelor of Administrative Studies or BAS), ITEC (BA or BSc), BPA, BDEM, Computer Science (BA, BSc, iBA, iBSc) – Domestic Student Tuition Fee based on 30 credits** (excludes centrally collected ancillary and student referenda fees):

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Undergraduate Professional Programs	Current Board Approved Fee 2018-19	2019-20	2020-21
All Years	9,608.17	8,647.35	8,647.35
Annual Fee Changes		2019-20	2020-21
All Years		(960.82)	0.00

- b) **BEng – Computer Engineering, Software Engineering, Geomatics, Engineering, Space Engineering – Domestic Student Tuition Fee based on 36 credits** (excludes centrally collected ancillary and student referenda fees):

BENG - Computer, Software, Geomatics, Space - Domestic	Current Board Approved Fee 2018-19	2019-20	2020-21
All Years	11,529.81	10,376.83	10,376.83
Annual Fee Changes		2019-20	2020-21
All Years		(1,152.98)	0.00

- c) **BEng – Mechanical/Civil/Electrical Engineering; Lassonde’s Common 1st Year & Undeclared Majors – Domestic Student Tuition Fee based on 36 credits** (excludes centrally collected ancillary and student referenda fees):

BENG - Electrical, Civil, Mechanical - Domestic	Current Board Approved Fee 2018-19	2019-20	2020-21
All Years	12,762.54	11,486.28	11,486.28
Annual Fee Changes		2019-20	2020-21
All Years		(1,276.26)	0.00

- d) **Law (JD/LLB) — Full-time Domestic Student Tuition Fee Per Year** (excludes centrally collected ancillary and student referenda fees):

Law (JD) - Domestic	Current Board Approved Fee 2018-19	2019-20	2020-21
All Years	27,558.08	24,802.27	24,802.27
Annual Fee Changes		2019-20	2020-21
All Years		(2,755.81)	0.00

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3. That the Domestic Tuition Fees for **Professional Graduate Programs** as defined in the Tuition Fee Guidelines from MTCU be **decreased by 10% in 2019-20, and frozen at 2019-20 levels in 2020-21** for all students. **The decrease will apply September 1, 2019, unless otherwise stated.** The resultant fees are shown below.

(NOTE: The fees below are for entering year students only for programs that students are assessed program fees. Clarification is being sought regarding the impact of the new Framework for continuing students in these programs).

- a) **MBA/iMBA - Full-Time Domestic Student Tuition Fee per Term** (excludes centrally collected ancillary and student referenda fees):

MBA/iMBA - FT Domestic	Current Board Approved Fee 2018-19	2019-20	2020-21
All Years	19,465.02	17,518.52	17,518.52
Annual Fee Changes		2019-20	2020-21
All Years		(1,946.50)	0.00

NOTE: Part-Time students pay 40% of Full-Time fee

- b) **MF/MBAN – Full-Time Domestic Fee Per Term** (excludes centrally collected ancillary and student referenda fees):

MF/MBAN - FT Domestic	Current Board Approved Fee 2018-19	2019-20	2020-21
Entering Year	19,465.02	17,518.52	17,518.52
Annual Fee Changes		2019-20	2020-21
Entering Year		(1,946.50)	0.00

NOTE: Part-Time students pay 40% of Full-Time fee

- c) **Master of Real Estate and Infrastructure — Full-Time Domestic Student Tuition Fee Per Term** (excludes centrally collected ancillary and student referenda fees). **The tuition fee decrease is effective in the Winter Term:**

MREI - Domestic	Current Board Approved Fee in 2018-19	2019-20	2020-21
Entering Year	18,974.14	17,076.72	17,076.72
Year 2	18,070.61	17,076.72	17,076.72
Annual Fee Changes		2019-20	2020-21
Entering Year		(1,897.41)	0.00
Year 2		(1,897.41)	0.00

NOTE: Part-Time students pay 40% of Full-Time fee

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- d) **Diploma in Financial Engineering – Part -Time Domestic Student Tuition Fee Per Term** (excludes centrally collected ancillary and student referenda fees).

Diploma in Financial Engineering - Domestic	Current Board Approved Fee in 2018-19	2019-20	2020-21
All Years	7,786.02	7,007.41	7,007.41
Annual Fee Changes		2019-20	2020-21
All Years		(778.61)	0.00

NOTE: Part-Time students pay 50% of the Full-Time fee per term. Students who do not complete the program within the three terms will be charged the part-time graduate studies tuition rate for each subsequent term until completion.

- e) **LLM/PDP and LLM International Business Law - Domestic Student Program Fee** (excludes centrally collected ancillary and student referenda fees):

LLM/PDP - Accelerated (3 Terms) - Domestic	Current Board Approved Fee in 2018-19	2019-20	2020-21
Entering Year	25,338.63	22,804.76	22,804.76
Annual Fee Changes		2019-20	2020-21
Entering Year		(2,533.87)	0.00

NOTE: Domestic Part-Time Fee set at 50% of Full-Time Fee

LLM/PDP – Non Degree (36 Credits Terms) - Domestic	Current Board Approved Fee in 2018-19	2019-20	2020-21
Entering Year	25,338.63	22,804.76	22,804.76
Annual Fee Changes		2019-20	2020-21
Entering Year		(2,533.87)	0.00

LLM International Law (4 Terms) - Domestic	Current Board Approved Fee in 2018-19	2019-20	2020-21
Entering Year	25,338.63	22,804.76	22,804.76
Annual Fee Changes		2019-20	2020-21
Entering Year		(2,533.87)	0.00

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- f) **MHRM - Domestic Student Fee for 4 Terms** - (excludes centrally collected ancillary and student referenda fees):

MHRM - Domestic	Current Board Approved Fee in 2018-19	2019-20	2020-21
Entering Year	35,985.32	32,386.79	32,386.79
Annual Fee Changes		2019-20	2020-21
Entering Year		(3,598.53)	0.00

NOTE: Part-Time students pay 50% of Full-Time fee per term. Students who do not complete the program within 4 terms for full-time and 8 terms for part-time will be charged the part-time graduate studies tuition rate for each subsequent term until completion.

- g) **MPPAL - Domestic Student Fee for 6 Terms** (excludes centrally collected ancillary and student referenda fees):

MPPAL - Domestic	Current Board Approved Fee in 2018-19	2019-20	2020-21
Entering Year	22,586.37	20,327.73	20,327.73
Annual Fee Changes		2019-20	2020-21
Entering Year		(2,258.64)	0.00

NOTE: Part-Time students pay 50% of the full-time fee per term. Students who do not complete the program within 6 terms will be charged the part-time graduate studies tuition rate for each subsequent term until completion.

- h) **MFAcc - Domestic Student Fee for 4 Terms** (excludes centrally collected ancillary and student referenda fees):

MFAcc - Domestic	Current Board Approved Fee in 2018-19	2019-20	2020-21
Entering Year	36,183.85	32,565.47	32,565.47
Annual Fee Changes		2019-20	2020-21
Entering Year		(3,618.38)	0.00

NOTE: Part-Time students pay 50% of the Full-Time fee. Students who do not complete the program within 4 terms for Full-Time and 8 terms for Part-Time will be charged the Part-Time graduate studies tuition rate for each subsequent term until completion.

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- i) **LAPS Graduate Diploma in Professional Accounting (Type 3) – 2 Terms, the fee decrease is effective in the Winter Term** (excludes centrally collected ancillary and student referenda fees):

Diploma - Professional Accounting - Domestic	Current Board Approved Fee - Winter & Summer 2019	Winter, Summer 2020	Winter, Summer 2021
Entering Year	8,268.75	7,441.88	7,441.88
Annual Fee Changes		2019-20	2020-21
Entering Year		(826.88)	0.00

NOTE: Part-Time students pay 50% of the Full-Time fee

4. That the Domestic Tuition Fee for the **Master of Leadership and Community Engagement** be **decreased by 10% in 2019-20**, and **frozen at 2019-20 levels in 2020-21** for all students. The resultant fees are as shown below.
- a) **Master of Leadership and Community Engagement (MLCE) - Part-Time - Domestic Student Fee per Year** (excludes centrally collected ancillary and student referenda fees):

MCLE - PART-TIME - Domestic	Current Board Approved Fee in 2018-19	2019-20	2020-21
Entering Year	8,961.00	8,064.90	8,064.90
Annual Fee Changes		2019-20	2020-21
Entering Year		(896.10)	0.0

5. That Domestic Tuition Fee for the **EMBA** program be **decreased by 10% in 2019-20**, and **frozen at 2019-20 levels in 2020-21** for all students. The resultant fees are shown below.

(NOTE: Previous Board approved fees for this program included centrally collected ancillary fees and student referenda fees, totaling \$2,563.92. This request has excluded these ancillary and student referenda fees).

- a) **EMBA Domestic Student Program Fee – Decrease 10% in 2019-20; freeze at 2019-20 levels in 2020-21. The fee decrease is effective in the Winter Term** (excludes ancillary and student referenda fees):

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EMBA - Domestic	Current Board Approved Fee in 2018-19 (WI 2019)	2019-20	2020-21
Entering Year	122,436.08	110,192.47	110,192.47
Annual Fee Changes		2019-20	2020-21
Entering Year		(12,243.61)	0.00

6. That the Domestic Full-Time fee for the **Master of Conference Interpreting (MCI) program** be **decreased by 10% in 2019-20** and **frozen at 2019-20 levels in 2020-21**. The resultant fees are as shown below.

- a) **Master of Conference Interpreting (MCI) Domestic Student Fee Per Term** (excludes centrally collected ancillary and student referenda fees):

MCI - Domestic	Current Board Approved Fee in 2018-19	2019-20	2020-21
Entering Year	2,431.01	2,187.91	2,187.91
Annual Fee Changes		2019-20	2020-21
Entering Year		(243.10)	0.00

NOTE: Domestic Part-Time tuition fee set at 50% of the Full-Time fee

7. That the Domestic Full-Time fee for the **Master in Management, Master in Accounting and Diploma in Accounting** programs be **reduced by 10% in 2019-20** and **frozen at 2019-20 levels in 2020-21** as outlined below.

- a) **Master in Management (MMgt), Master in Accounting (MAcc) and Diploma in Accounting (DIAcc)** programs **Domestic Student Fee Per Term** (excludes centrally collected ancillary and student referenda fees):

MAcc/DIAcc, MMgt - Domestic	Current Board Approved Fee in 2018-19	2019-20	2020-21
All Years	9,452.00	8,506.80	8,506.80
Annual Fee Changes		2019-20	2020-21
All Years		(945.20)	0.00

NOTE: Domestic Part-Time tuition fee set at 40% of the Full-Time fee

8. That the Domestic Full-Time fee for the **Master of Applied Science (MASC) – Civil & Mechanical Engineering** be **reduced by 10% in 2019-20** and **frozen at 2019-20 levels in 2020-21** as follows:

- a) **Master of Applied Science (MASC) – Civil & Mechanical Engineering Full-Time Fee per Year – 3 Terms** (excludes centrally collected ancillary and student referenda fees):

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MASc (Civil & Mechanical Engineering) – 3 Terms	Current Board Approved Fee in 2018-19	2019-20	2020-21
All Years	10,000.00	9,000.00	9,000.00

Annual Fee Changes	2019-20	2020-21
All Years	(1,000.00)	0.00

NOTE: Domestic Part-Time tuition fee set at 50% of the Full-Time fee

9. That the Domestic Full-Time Fee for the **Master of Marketing (MMKG) program** be **decreased by 10% in 2019-20**, and **frozen at 2019-20 levels in 2020-21** as follows:

- a) **Master of Marketing (MMKG) Fee per Term** - (excludes centrally collected ancillary and student referenda fees)

MMKG - Domestic	Current Board Approved Fee - 2018-19	2019-20	2020-21
All Years	13,319.78	11,987.80	11,987.80

Annual Fee Changes	2019-20	2020-21
All Years	(1,331.98)	0.00

NOTE: Domestic Part-Time tuition fee set at 50% of the Full-Time fee

10. That the Domestic Full-Time Fee for the **Master of Supply Chain Management (MSCM)** be **decreased by 10% in 2019-20**, and **frozen at 2019-20 levels in 2020-21** as shown below.

NOTE: The **Board-approved fee of \$20,438.15 effective spring/summer 2019** assumes an increase in 2018-19 of 5% from the Ministry approved fee of \$18,538 in 2017-18, and a further 5% increase in 2019-20. This fee was approved subject to expected allowances in the new Tuition Fee Framework for 2019-20. The fee shown below has been **adjusted to reflect the 10% cut** announced in the **new Tuition Fee Framework**.

- a) **Master of Supply Chain Management (MSCM) Fee per Term** – the fee is effective Spring/Summer Term with the 10% cut effective in the Fall Term (excludes centrally collected ancillary and student referenda fees):

MSCM - Domestic	Current Board Approved Fee – Spring/Summer 2019 (at 2018-19 rates)	Fall 2019 (10% cut per new Tuition Fee Framework)	2020-21
All Years	19,464.90	17,518.41	17,518.41

Annual Fee Changes	Fall 2019-20	2020-21
All Years	(1,946.49)	(1,946.49)

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NOTE: Domestic Part-Time tuition fee rate set at 50% of the Full-Time fee

11. That the Domestic Tuition Fees for Non-Professional Graduate programs be reduced by 10% in 2019-20 and frozen at 2019-20 levels in 2020-21 as shown below:

a) **Master of Design (MDes) – Domestic Student Fee per Term – 10% tuition fee decrease in 2019-20, frozen in 2020-21 as follows (excludes centrally collected ancillary and student referenda fees):**

MDes - Per Term	Current Board Approved Fee in 2018-19	2019-20	2020-21
All Years	5,664.25	5,097.83	5,097.83

Annual Fee Changes	2019-20	2020-21
All Years	(566.43)	0.00

NOTE: Domestic Part-Time tuition fee rate set at 50% of the Full-Time fee

b) **Non-professional Masters and PhD Programs – Domestic Student Fee per Term – 10% decrease in 2019-20, frozen at 2019-20 levels in 2020-21:**

Non- professional Masters - Domestic FT	Current Board Approved Fee in 2018-19	2019-20	2020-21
All Years	1,595.01	1,435.51	1,435.51

Annual Fee Changes	2019-20	2020-21
All Years	(159.50)	0.00

NOTE: Domestic Part-Time tuition fee rate set at 50% of the Full-Time fee

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International Tuition Fees

International tuition fees are not subject to MTCU's Tuition Fee Framework, and the university is able to set these fees at its discretion. The proposed tuition fee increases in this memo have taken into consideration market demand and pricing in comparison to our peer universities.

All international fees (except those in doctoral programs) include \$825.00 to offset the impact of the international student tax announced by the Government in the March 2012 Provincial Budget. *(NOTE: Should the government levy additional international student taxes, the fee increases proposed below will be increased to offset the tax).*

1. That International Tuition Fees in the undergraduate categories of **Non-Professional Arts, Science and Other** be **increased by 10%** with the resultant fee increases as follows (excludes centrally collected ancillary and student referenda fees):

Arts, Science & Other	Current Board Approved Fee 2018-19	2019-20	2020-21
All Years	26,030.11	28,633.12	31,496.44
Annual Fee Changes		2019-20	2020-21
All Years		2,603.01	2,863.31

2. That the **Bachelor of Design (BDes) – International Student Tuition Fee Per Year based on 30 credits** be **increased by 10% in 2019-20 and 2020-21**; and the **Supplementary Year be increased by 5% in 2019-20 and 2020-21** (excludes centrally collected ancillary and student referenda fees). The resultant fee increases are as follows:

BDes	Current Board Approved Fee in 2018-19	2019-20	2020-21
All Years	24,238.35	26,662.19	29,328.41
Supplementary	8,661.89	9,094.99	9,549.73
Annual Fee Changes		2019-20	2020-21
All Years		2,423.84	2,666.22
Supplementary		433.09	454.75

NOTE: Students who do not complete the program within four years and who do not qualify for a Supplementary Year rate will have an increase applied to their prior year tuition of 3%.

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3. That the International Tuition Fees in the **MHRM, MPPAL and MFacc** programs be **increased** as follows:

- a) **MHRM – International Student Tuition Fee for 4 Terms Full-Time** be **increased by 3%** (excludes centrally collected ancillary and student referenda fees):

	Current Board Approved Fee in 2018-19	2019-20	2020-21
MHRM - International			
Entering Year	55,154.13	56,808.76	58,513.02
Year 2	51,068.64	55,154.13	56,808.76
Year 3	47,285.78	51,068.64	55,154.13

Annual Fee Changes	2019-20	2020-21
Entering Year	1,654.62	1,704.26
Year 2	0.00	0.00
Year 3	0.00	0.00

NOTE: Part-Time students pay 50% of the Full-Time fee. No fee increases for continuing students paying the program fee

- b) **MPPAL – International Student Tuition Fee for 6 Terms Part-Time** be **increased by 5%** (excludes centrally collected ancillary and student referenda fees):

	Current Board Approved Fee in 2018-19	2019-20	2020-21
MPPAL			
Entering Year	40,978.58	43,027.51	45,178.89
Year 2	37,943.13	40,978.58	43,027.51
Year 3	35,132.53	37,943.13	40,978.58
Year 4	34,109.26	35,132.53	37,943.13

Annual Fee Changes	2019-20	2020-21
Entering Year	2,048.93	2,151.38
Year 2	0.00	0.00
Year 3	0.00	0.00
Year 4	0.00	0.00

NOTE: No fee increases for continuing students paying the program fee

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- c) **MFAcc – International Student Tuition Fee for 4 Terms Full-Time be increased by 3%:** (excludes centrally collected ancillary and student referenda fees):

MFAcc	Current Board Approved Fee in 2018-19	2019-20	2020-21
Entering Year	55,364.19	57,025.12	58,735.87
Year 2	51,263.14	55,364.19	57,025.12
Year 3	47,465.87	51,263.14	55,364.19
Year 4	46,083.37	47,465.87	51,263.14

Annual Fee Changes	2019-20	2020-21
Entering Year	1,660.93	1,710.75
Year 2	0.00	0.00
Year 3	0.00	0.00
Year 4	0.00	0.00

NOTE: Part-Time students pay 50% of the full-time fee. No fee increases for continuing students paying the program fee

4. No fee increases for International students in the **EMBA program** in 2019-20 and 2020-21.

- a) **EMBA Program Fee – 0% increase in 2019-20 and 2020-21 (fees are effective Winter Semester** and exclude all centrally collected ancillary and student referenda fees):

EMBA	Current Board Approved Fees in 2018-19	2019-20	2020-21
Entering Year	122,436.08	122,436.08	122,436.08

Annual Fee Changes	2019-20	2020-21
Entering Year	0.00	0.00

5. That the International Tuition Fee for the **JD/LLB Program** be increased by **\$6,352 in 2019-20 and 5% in 2020-21 for Year 1**; and by **5% in 2019-20 and 2020-21 for Year 2, 3 and 4** as follows (excludes centrally collected ancillary and student referenda fees):

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Osgoode JD/LLB	Current Board Approved Fee in 2018-19	2019-20	2020-21
Entering Year	28,467.64	34,819.64	36,560.62
Year 2	28,467.64	29,891.02	36,560.62
Year 3 & 4	28,467.64	29,891.02	31,385.57

Annual Fee Changes	2019-20	2020-21
Entering Year	6,352.00	1,740.98
Year 2	1,423.38	1,740.98
Year 3 & 4	1,423.38	1,494.55

6. That the International Tuition Fee for the **Diploma in Financial Engineering** program be **increased by 0% in 2019-20 and 5% in 2020-21** as follows:

- a) **Diploma in Financial Engineering – Part-Time fees per Term effective in the Fall Term** (excludes centrally collected ancillary and student referenda fees):

Dip. in Financial Engineering	Current Board Approved Fee in 2018-19	2019-20	2020-21
Entering Year	10,195.91	10,195.91	10,705.70

Annual Fee Changes	2019-20	2020-21
Entering Year	0.00	509.80

NOTE: No fee increases for continuing students paying the program fee

7. That the International Tuition Fee for the **LLM International Business Law and LLM/PDP** programs be **increased by 5%** as follows (excludes centrally collected ancillary and student referenda fees):

- a) **LLM International Business Law – increase of 5% in 2019-20 and 5% in 2020-21:**

LLM International Business Law - 3 Terms	Current Board Approved Fee in 2018-19	2019-20	2020-21
Entering Year	38,380.72	40,299.75	42,314.74

Annual Fee Changes	2019-20	2020-21
Entering Year	1,919.03	2,014.99

NOTE: No fee increases for continuing students paying the program fee

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- b) **LLM/PDP – increase of 5% in 2019-20; 5% in 2020-21:**

LLM/PDP - accelerated - 3 Terms; LLM/PDP - Non Degree 36 Credits	Current Board Approved Fee in 2018-19	2019-20	2020-21
Entering Year	38,380.71	40,299.75	42,314.74

Annual Fee Changes	2019-20	2020-21
Entering Year	1,919.04	2,014.99

NOTE: No fee increases for continuing students paying the program fee. Part-Time fee is set at 50% of the Full-Time fee. After three Full-Time or six Part-Time terms, the regular FGS Masters program fee per Term applies

8. That the International Tuition Fees for the **BBA and iBBA program based on 30 credits be increased by 7.5%** as follows:

- a) **BBA/iBBA International Student Tuition Fee** (excludes centrally collected ancillary and student referenda fees):

International BBA/iBBA	Current Board Approved Fee in 2018-19	2019-20	2020-21
All Years	28,472.06	30,607.47	32,903.03

Annual Fee Changes	2019-20	2020-21
All Years	2,135.41	2,295.56

9. That the International Tuition Fees in the **MBA/iMBA programs be increased by 2.5%** in **2019-20 and 2020-21**; and the International Tuition Fees for the **Entering Year** in the **MF/MBAN programs remain at the 2018-19 level in 2019-20 and increase by 5% in 2020-21. All fee increases in these programs are to be effective in the Fall Semester.** The resultant Tuition Fee increases are as follows:

- a) **MBA/iMBA - International Tuition Fee per Term** (excludes centrally collected ancillary and student referenda fees):

MBA/iMBA	Current Board Approved Fee in 2018-19	2019-20	2020-21
All Years	25,001.22	25,626.25	26,266.91

Annual Fee Changes	2019-20	2020-21
Entering Year	625.03	640.66

NOTE: Part-Time students pay 40% of the Full-Time fee

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- b) **MF/MBAN – International Student Tuition Fee per Term** (excludes centrally collected ancillary and student referenda fees)

	Current Board Approved Fee in 2018-19	2019-20	2020-21
MF/MBAN			
Entering Year	25,001.22	25,001.22	26,251.28
Annual Fee Changes			
Entering Year		-	1,250.06

NOTE: Part-Time students pay 40% of the Full-Time fee. No fee increases for continuing students paying the program fee

10. No increase to the International Tuition Fees for the **Master in Accounting (MAcc), Diploma in Accounting (DIAcc) and Master in Management (MMgt) programs in 2019-20, and 5% increase in 2020-21**. Fee changes to the MAcc and MMgt programs are effective in the Fall semester and for the DIAcc program, in the Summer.

- a) **MAcc/DIAcc/MMgt International Tuition Fee per Term** (excludes centrally collected ancillary and student referenda fees):

	Current Board Approved Fee in 2018-19	2019-20	2020-21
Macc/DIAcc/MMgt			
All Years	17,553.00	17,553.00	18,430.65
Annual Fee Changes			
All Years		0.00	877.65

NOTE: Part-Time students pay 40% of Full-Time Fee

11. That the International Tuition Fees for the **Undergraduate Professional Programs** be increased as follows:

- a) **10% Tuition Fee increase** for the **Entering Year**, and **5% increase for Upper Years** in the Undergraduate Professional programs in **BCom, ITEC (BA or BSc), BPA, BDEM** based on 30 Credits or five full courses (excludes centrally collected ancillary and student referenda fees):

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BCom, ITEC, BPA, BDEM	Current Board Approved Fee in 2018-19	2019-20	2020-21
Entering Year	27,783.31	30,561.64	33,617.80
Year 2	26,754.90	29,172.48	32,089.72
Year 3	26,754.90	28,092.65	30,631.10
Year 4	26,754.90	28,092.65	29,497.28

Annual Fee Changes	2019-20	2020-21
Entering Year	2,778.33	3,056.16
Year 2	1,389.17	1,528.08
Year 3	1,337.75	1,458.62
Year 4	1,337.75	1,404.63

- b) **5% Tuition Fee increase in 2019-20 and 2020-21** in the Undergraduate Professional program in **Computer Science (BA, BSc, iBA, iBSc)** based on 30 credits or 5 full courses (excludes centrally collected ancillary and student referenda fees):

Computer Science (BA, BSc, iBA, iBSc)	Current Board Approved Fee in 2018-19	2019-20	2020-21
All Years	26,261.23	27,574.29	28,953.01

Annual Fee Changes	2019-20	2020-21
All Years	1,313.06	1378.71

- c) In the International Undergraduate Professional program in BEng (Software Engineering, Computer Engineering, Geometrics Engineering, Space Engineering), based on 36 credits, **increase Entering Year Tuition Fee to equal the BEng Entering Year Fee in 2019-20** (approx. 9% increase), and **increase by 5% in 2020-21; increase Upper Years by 5% in 2019-20 and 2020-21** (excludes centrally collected ancillary and student referenda fees):

International BEng (Software, Computer, Geometrics, Space)	Current Board Approved Fee in 2018-19	2019-20	2020-21
Entering Year	31,513.47	34,383.51	36,102.69
Year 2	31,513.47	33,089.15	36,102.69
Year 3	31,513.47	33,089.15	34,743.61
Year 4	30,348.34	33,089.15	34,743.61

Annual Fee Changes	2019-20	2020-21
Entering Year	2,870.04	1,719.18
Year 2	1,575.67	1,719.18
Year 3	1,575.67	1,654.46
Year 4	1,575.67	1,654.46

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- d) **5% Tuition Fee increase per Year** in the International Undergraduate Professional program in **BEng - Electrical/Civil/Mechanical Engineering** and in the **Common 1st Year & Undeclared Majors** (excludes centrally collected ancillary and student referenda fees):

International BEng (Electrical/Civil/Mechanical)/Common 1st year & Undeclared majors	Current Board Approved Fee in 2018-19	2019-20	2020-21
All Years	32,746.20	34,383.51	36,102.69
Annual Fee Changes		2019-20	2020-21
Entering Year		1,637.31	1,719.18

12. That the International Tuition Fees in the **Master of Real Estate and Infrastructure (MREI)** program be **increased by 0% in 2019-20** and **5% in 2020-21** as follows:

- a) **Master of Real Estate and Infrastructure (MREI)** – Tuition Fee per Term (excludes centrally collected ancillary and student referenda fees):

MREI - International Students	Current Board Approved Fee in 2018-19	2019-20	2020-21
Entering Year	25,001.22	25,001.22	26,251.28
Annual Fee Changes		2019-20	2020-21
Entering Year		0.00	1,250.06

NOTE: Part-Time students pay 40% of Full-Time Fees. No fee increases for continuing students paying the program fee

13. That the International Tuition Fees in the **Master of Leadership and Community Engagement (MLCE)** program be **increased by 5%** as follows:

- a) **Master of Leadership and Community Engagement (MLCE)** – Tuition Fee per Year (excludes centrally collected ancillary and student referenda fees):

MLCE - PT, International	Current Board Approved Fee in 2018-19	2019-20	2020-21
Entering Year	17,922.00	18,818.10	19,759.01
Annual Fee Changes		2019-20	2020-21
Entering Year		896.10	940.91

14. That the International Tuition Fees in the **Graduate Diploma in Professional Accounting (Type 3)** program be **increased by 3%**. The fee increases in this program are effective in the **Winter Term**. The resultant fee increases are outlined below.

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- a) **Graduate Diploma in Professional Accounting (Type 3) program** - Tuition Fee per Year (excludes centrally collected ancillary and student referenda fees):

Diploma - Professional Accounting - 2 Terms	Current Board Approved Fee - Winter & Summer 2019	Winter, Summer 2020	Winter, Summer 2021
Entering Year	8,268.75	8,516.81	8,772.32
Annual Fee Changes		Winter, Summer 2020	Winter, Summer 2021
Entering Year		248.06	255.51

NOTE: Part-Time students pay 50% of the Full-Time fee

15. That the International Tuition Fees in the **Master of Marketing (MMKG) program** be increased by **0% in 2019-20** and **5% in 2020-21** as outlined below.

- a) **Master of Marketing (MMKG) Tuition Fee Per Term** (excludes centrally collected ancillary and student referenda fees)

MMKG - International	Current Board Approved Fee in Fall 2018-19	2019-20	2020-21
Year 1	25,001.22	25,001.22	26,251.28
Annual Fee Changes		2019-20	2020-21
Year 1		0.00	1,250.06

NOTE: Part-Time students pay 50% of the Full-Time fee

16. That the International Tuition Fees for the **Master of Supply Chain Management (MSCM) effective spring/summer 2019** be reduced to make it consistent with the fee for the **Master of Business Analytics (MBAN)** and **Master of Finance (MF)** and be increased by **5% in 2020-21** as outlined below.

- a) **Master of Supply Chain Management (MSCM) Tuition Fee per Term** - new program in spring/summer 2019 (excludes centrally collected ancillary and student referenda fees):

MSCM - International	Current Board Approved Fee (Spring/Summer 2019-20)	Request to decrease the Board approved fee in Spring/Summer 2019-20	2020-21
Year 1	26,251.28	25,001.22	26,251.28
Annual Fee Changes		2019-20	2020-21
Year 1		(1,250.06)	1,250.06

NOTE: Part-Time students pay 50% of the Full-Time fee

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17. No increase in Tuition fees for International Students in the Master of Conference Interpreting (MCI) – 6 Terms.

- a) **Master of Conference Interpreting (MCI) Tuition Fee Per Term** (excludes centrally collected ancillary and student referenda fees):

MCI - International	Current Board Approved Fee in 2018-19	2019-20	2020-21
All Years	6,918.19	6,918.19	6,918.19

Annual Fee Changes	2019-20	2020-21
All Years	0.00	0.00

18. No increase in Tuition Fees for International Students in the Master of Applied Science – Civil and Mechanical Engineering.

- a) **Master of Applied Science – Civil & Mechanical Engineering Tuition Fee per Term** (excludes centrally collected ancillary and student referenda fees):

MASc (Civil & Mechanical Engineering) per Term	Current Board Approved Fee in 2018-19	2019-20	2020-21
All Years	7,000.00	7,000.00	7,000.00

Annual Fee Changes	2019-20	2020-21
All Years	0.00	0.00

NOTE: Part-Time students pay 50% of Full-Time Fees

19. No increase in Tuition Fees for International Students in the Master of Design program.

- a) **Master of Design – Tuition Fee Per Term** (excludes centrally collected ancillary and student referenda fees):

MDes - Per Term	Current Board Approved Fee in 2018-19	2019-20	2020-21
All Years	12,284.76	12,284.76	12,284.76

Annual Fee Changes	2019-20	2020-21
All Years	0.00	0.00

NOTE: Part-Time students pay 50% of Full-Time Fees

20. No increase in Tuition Fees for International Students in Non-Professional Masters and Doctoral programs.

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- a) **Non-Professional Masters Tuition Fee Per Term** (excludes centrally collected ancillary and student referenda fees):

Non- professional Masters - International FT	Current Board Approved Fee in 2018-19	2019-20	2020-21
All Years	6,275.00	6,275.00	6,275.00
Annual Fee Changes		2019-20	2020-21
All Years		0.00	0.00

NOTE: Part-Time fees are 50% of Full-Time Fees

- b) **Doctoral programs - Tuition Fee Per Term** (excludes centrally collected ancillary and student referenda fees):

International PhD programs	Current Board Approved Fee in 2018-19	2019-20	2020-21
All Years	6,000.00	6,000.00	6,000.00
Annual Fee Changes		2017-18	2018-19
All Years		0.00	0.00

NOTE: Part-Time students pay 50% of Full-Time fees

Board of Governors

Memorandum

To: Board of Governors

From: William Hatanaka, Chair, Finance and Audit Committee

Date: 26 February 2019

Subject: Centrally Collected Ancillary Fees 2019-2020

Recommendation:

The Finance and Audit Committee recommends that the Board of Governors approve that the centrally collected ancillary fees be increased by 2.40% in 2019-2020, effective May 1, 2019 as follows.

- **For undergraduate students, the recommended increase is \$0.53 per credit, from \$21.95 to \$22.48, resulting in an increase from \$658.50 to \$674.40 for full-time students (enrolled in 30 credits).**
- **For graduate students in professional programs, the recommended increase is \$7.90 from \$329.33 to \$337.23 for programs charged on a per-term fee basis. Part-time graduate students pay 50% of the full-time fee.**

Background and Rationale:

In the context of the tuition rollback, ancillary fee increases will provide the University with funding to carry on important activities and services in the areas of counselling, athletics and recreation, and cultural and special services that students value.

The 2.40% increase in ancillary fees is proposed in accordance with the provisions of the Ancillary Fee Agreement and is required to address inflationary increases in operating costs, anticipated salary increases and to continue to provide the current level of services to students for areas supported through ancillary fees.

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Recent increases in ancillary fees were:

- 2.50% in 2018-2019
- 2.20% in 2017-2018
- 2.25% in 2016-2017

A table of adjusted ancillary fees for students enrolled in graduate professional programs is appended (Appendix A).

The provincial government has recently issued pronouncements on the use and charging of ancillary fees. The Office of the Vice Provost Students is in the process of understanding the effects of these changes on ancillary fees.

For information, a summary of ancillary fees collected by other Ontario Universities is attached at Appendix B.

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Appendix A

Adjusted Ancillary Fees for Graduate Professional Programs:

Fee per term (unless noted otherwise)	2018-2019 (New in 2013-2014 or before)	2018-2019 (New in 2014-2015 or after)	2019-2020 (New in 2013-2014 or before)	2019-2020 (New in 2014-2015 or after)
Schulich Professional Programs: MBA/IMBA/MBAN/MRE I/MAcc/MMgt/MMkt/MF Full-Time	329.33	329.33	337.23	337.23
Schulich Professional Programs: MBA/IMBA/MBAN/MRE I/MAcc/MMgt/MMkt/MF Part Time	164.66	164.66	168.61	168.61
EMBA	987.99	987.99	1011.69	1011.69
MHRM Full-Time	164.66	329.33	168.61	337.23
MHRM Part-Time	82.33	164.66	84.30	168.61
Master of Design Full-Time	219.56	329.33	224.82	337.23
Master of Design Part-Time	109.78	164.66	112.41	168.61
FGS Full-Time	143.50	143.50	143.50	143.50
FGS Part-Time	71.75	71.75	71.75	71.75
FGS Theatre Voice	71.75	71.75	71.75	71.75
LLM PDP	164.66	164.66	168.61	168.61
LLM PDP Accelerated	329.33	329.33	337.23	337.23
LLM-PDP Non-Degree Per Credit (36 credits)	27.44	27.44	28.10	28.10
Financial Engineering Part-Time	164.66	164.66	168.61	168.61
MES Full-Time	143.50	143.50	143.50	143.50
MES Part-Time	71.75	71.75	71.75	71.75
MPPAL Part-Time	109.78	164.66	112.41	168.61

Board of Governors

Fee per term (unless noted otherwise)	2018-2019 (New in 2013-2014 or before)	2018-2019 (New in 2014-2015 or after)	2019-2020 (New in 2013-2014 or before)	2019-2020 (New in 2014-2015 or after)
Master of Laws in Business of International Students * (PER TERM)	329.33	329.33	337.23	337.23
Master of Financial Accountability (MFAc) Full-Time	164.66	329.33	168.61	337.23
Master of Financial Accountability (MFAc) Part-Time-Adjusted	82.33	164.66	84.30	168.61
Master of Conference and Interpreting	143.50	143.50	143.50	143.50
Master of Conference and Interpreting Part-Time	71.75	71.75	71.75	71.75
Master of Science and PhD in Civil and Mechanical Engineering- Per Term (Full-Time)	143.50	143.50	143.50	143.50
Master of Science and PhD in Civil and Mechanical Engineering- Per Term (Part-Time)	71.75	71.75	71.75	71.75
Master of Leadership and Community Engagement (MLCE)- Per Term (Full-Time)	329.33	329.33	337.23	337.23
Master of Leadership and Community Engagement (MLCE)- Per Term (Part-Time)	164.66	164.66	168.61	168.61
PhD Nursing)- Per Term (Full-Time)	143.50	143.50	143.50	143.50
PhD Nursing- Per Term (Part-Time)	71.75	71.75	71.75	71.75

Board of Governors

Appendix B

Student Ancillary Fees - Ontario Universities

Compulsory Ancillary Fees collected are wide and varied. Some of the factors that affect compulsory ancillary fees are:

- Although some fees are collected for similar services across most institutions (e.g. athletics or counselling), the Ministry of Training Colleges and Universities (MTCU) provides broad fee categories and as a result, institutions collect various fees for a wide variety of programs based on the student need. As an example, Western collects fees for their financial aid office, Indigenous services and their Foot Patrol, while York collects fees for the Art Gallery and the Centre for Human Rights, Equity and Inclusion;
- Funding models for each institution are different, so what is covered by central base funding at one institution is not covered at another (e.g. Ryerson and Guelph contribute base funding to athletics while York depends fully on student ancillary fees).

Student ancillary fees collected and retained by an institution are not the only fees paid by students. Students also pay fees for student governments and groups that are determined by each institution under separate student referenda and/or determined by the student government itself.

The COU chart below shows the Compulsory Ancillary Fees retained by Ontario universities.

Board of Governors

2018-2019 Domestic Tuition Fees plus Ancillary Fees for Undergraduate Arts and Science Programs, by Institution (COU, 2018).

	Tuition Fees	Compulsory Ancillary Fees		Total
		Collected by and Retained by Institution	Collected on Behalf of Student Govt	Tuition plus Ancillary Fees ¹
Algoma	\$6,517	\$682	\$310	\$7,509
Brock	\$6,766	\$241	\$745	\$7,752
Carleton	\$6,742	\$366	\$739	\$7,847
Guelph	\$6,768	\$578	\$1,053	\$8,398
Lakehead	\$6,649	\$321	\$682	\$7,653
Laurentian	\$6,667	\$208	\$810	\$7,685
McMaster	\$6,714	\$607	\$667	\$7,989
Nipissing	\$6,423	\$620	\$749	\$7,792
OCAD	\$6,725	\$413	\$566	\$7,703
UOIT ²	\$6,648	\$1,098	\$827	\$8,573
Ottawa	\$6,765	\$310	\$883	\$7,957
Queen's	\$6,759	\$221	\$964	\$7,943
Ryerson	\$6,789	\$240	\$671	\$7,700
Toronto	\$6,780	\$925	\$548	\$8,253
Trent	\$6,798	\$709	\$665	\$8,172
Waterloo	\$6,810	\$358	\$611	\$7,779
Western	\$6,723	\$491	\$898	\$8,112
WLU	\$6,732	\$436	\$815	\$7,983
Windsor	\$6,444	\$586	\$458	\$7,488
York	\$6,798	\$659	\$541	\$7,998

¹ Excludes co-op fees.

² The 'compulsory ancillary fee collected by and retained by institution' figure includes a technology enriched learning environment fee (TELE) of \$156.

Board of Governors

2018-2019 International Tuition Fees plus Ancillary Fees for Undergraduate Arts and Science Programs, by Institution (COU, 2018).

	Tuition Fees	Compulsory Ancillary Fees		Total
		Collected by and Retained by Institution	Collected on Behalf of Student Govt	
Algoma	\$17,252	\$682	\$310	\$18,244
Brock	\$25,293	\$241	\$745	\$26,279
Carleton	\$24,761	\$366	\$739	\$25,866
Guelph	\$22,091	\$578	\$1,053	\$23,721
Lakehead	\$22,601	\$321	\$682	\$23,604
Laurentian	\$24,104	\$208	\$810	\$25,122
McMaster	\$27,977	\$607	\$667	\$29,251
Nipissing	\$19,325	\$620	\$749	\$20,694
OCAD	\$22,340	\$413	\$566	\$23,318
UOIT ²	\$19,941	\$1,098	\$827	\$21,866
Ottawa	\$31,444	\$310	\$883	\$32,636
Queen's	\$41,614	\$221	\$964	\$42,798
Ryerson	\$24,454	\$240	\$671	\$25,365
Toronto	\$49,800	\$925	\$548	\$51,273
Trent ³	\$20,367	\$974	\$665	\$22,006
Waterloo	\$29,230	\$358	\$611	\$30,199
Western	\$28,743	\$491	\$898	\$30,132
WLU	\$24,104	\$436	\$815	\$25,355
Windsor ⁴	\$23,500	\$593	\$458	\$24,551
York	\$26,030	\$659	\$541	\$27,230

¹ Excludes co-op fees and UHIP costs.

² The 'compulsory ancillary fee collected by and retained by institution' figure includes a technology enriched learning environment fee (TELE) of \$156.

³ Under Compulsory Ancillary Fees Collected by and Retained by Institution, Trent includes a \$265 mandatory fee for International Camp (an orientation program for new undergraduate international students).

⁴ Under Compulsory Ancillary Fees Collected by and Retained by Institution, Windsor includes \$7 international student society fee

Board of Governors

Board of Governors

Memorandum

To: Board of Governors

From: William Hatanaka, Chair, Finance and Audit Committee

Date: 26 February 2019

Subject: Ancillary Operations Long -Term Plans

Recommendation:

The Finance and Audit Committee recommends that the Board of Governors approve the attached Ancillary Operations long-term plans and related budgets.

Background and Rationale:

The ancillary budget plans are updated annually to reflect the changes in the economy, technology, enrolment, market conditions, capital projects, and internal organizational changes. Detailed plans for each ancillary operation are outlined in the attached report.



ANCILLARY OPERATIONS

LONG-TERM PLANS

Board of Governors

26 February 2019

1. Purpose of this Report and Historical and Projected Results - Consolidated

The purpose of this report is to update the Finance and Audit Committee and the Board on the University's long-term plan for Ancillary Operations. The report contains a discussion of each business unit.

The consolidated revenue, expense and net income projections for all ancillary operations are summarized in Figure 1. Figure 1 illustrates that the ancillary operations operated profitably up to 2002-2003.

With the commencement of the operations of the Executive Learning Centre and The Pond Road Residence, as well as the operations of the two new parking structures and the success achieved in Parking and Transportation to reduce the number of single occupant vehicles on campus, the ancillary plan reported net operating losses in the years 2003-04 through 2006-07 as the significant cost impact of the new facilities was absorbed.

The results demonstrate a return to profitable status in 2007-08, as revenues gradually came into line with the operating costs of the new facilities. The 2008-09 results reflected the unfavourable impact of the extended labour disruption in that year and the global financial crisis which had significant impacts on the ancillary operations, particularly in the Executive Learning programs.

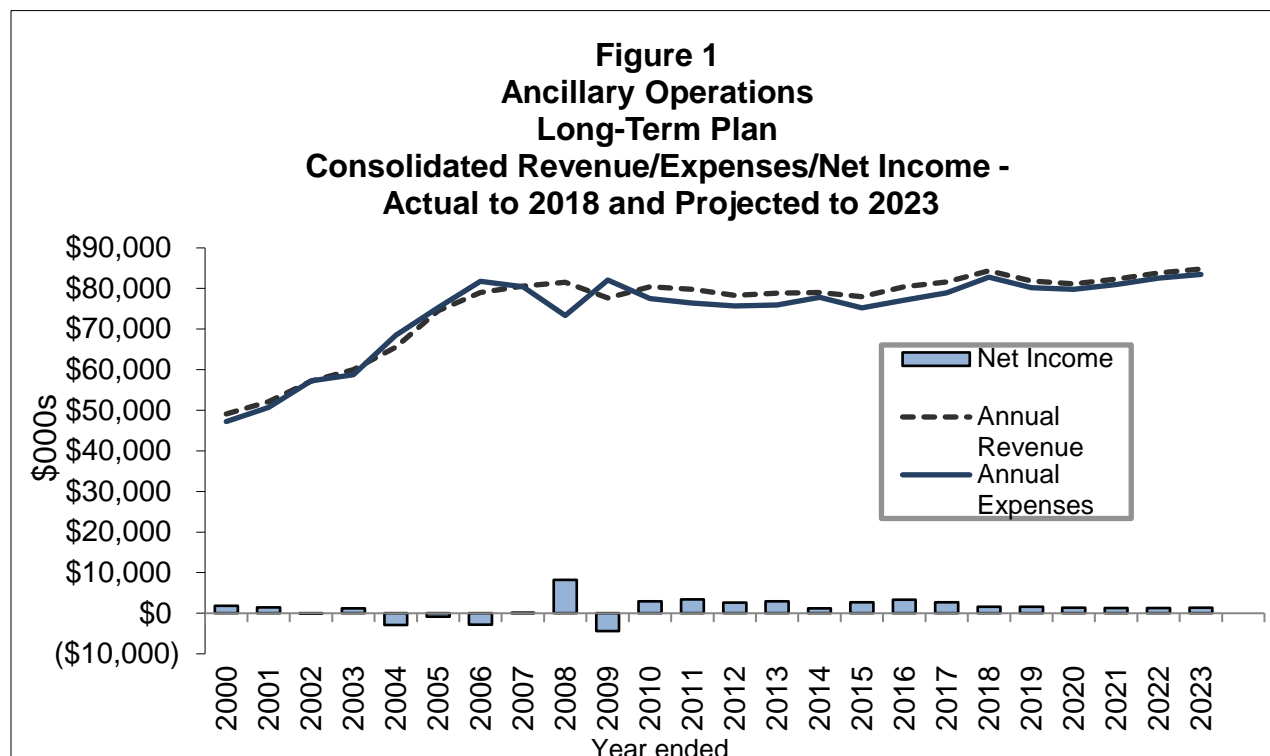
The ancillary operations returned to generating operating surpluses in the following fiscal year and have now reported nine consecutive years of operating surpluses (from fiscal 2009-10 to fiscal 2017-18, inclusive).

The following is a summary of the consolidated expected financial results of the Ancillary Operations:

**ANCILLARY OPERATIONS
LONG TERM PLAN
in \$000s**

	Actual	Budget				
	2017 2018	2018 2019	2019 2020	2020 2021	2021 2022	2022 2023
Revenue	\$83,689	\$81,235	\$80,523	\$81,708	\$83,238	\$84,220
Expenses	\$65,453	\$64,753	\$64,281	\$65,449	\$67,125	\$68,028
Revenue less Expenses	\$18,236	\$16,482	\$16,242	\$16,259	\$16,113	\$16,192
Rent Subsidy (Bookstore)	(\$666)	(\$583)	(\$583)	(\$583)	(\$583)	(\$583)
Land Rent	\$1,189	\$1,189	\$1,189	\$1,189	\$1,189	\$1,189
Debt Service Costs	\$9,351	\$9,352	\$9,382	\$9,391	\$9,217	\$9,226
Contribution for Shared Services/Transition Tax	\$4,887	\$4,909	\$4,927	\$4,945	\$5,005	\$5,023
Unusual Items (Labour Disruption)	\$1,885					
	\$16,646	\$14,867	\$14,915	\$14,942	\$14,828	\$14,855
Net Income for Fiscal Year	\$1,590	\$1,615	\$1,327	\$1,317	\$1,285	\$1,337

On a consolidated basis, the Ancillary operations are expected to generate a surplus in excess of \$1M each year, over the next 5 years.



In addition, Ancillary Operations make yearly contributions towards the cost of Shared Services, a tax which supports the transition to the SHARP model, and land rent from Parking operations:

**Contribution of Ancillary Services to Operating Fund
Fiscal 2017-18
\$(000s)**

Contribution to Shared Services/Tax	\$4,887
Land Rent	\$1,189
Contribution to Operating Fund	<u>\$6,076</u>

2. Student Housing Services

Student Housing Services provides and manages approximately 2,760 undergraduate beds and 1,253 self-contained apartment units for York's undergraduate, graduate, law, exchange, and YUELI students at the Keele and Glendon campuses.

Implementation of a Housing Strategy approved by the Board of Governors in June 2012 continues and includes the following:

- A 10-year building renewal plan valued at \$70 million funded from annual housing revenues that are directed to building renewal.
- A focus on first-year students with enhanced programming to promote a culture for student success.

An institutional framework was implemented to oversee the long-term planning and implementation for the Strategy, including a Student Housing Steering Committee and Housing Working Groups.

In general, application trends for new and returning students have rebounded at Keele and remain relatively stable after a sharp decline experienced in 2007-2011. Notably, applications for York Apartments increased substantially in 2018. A decline in overall student enrolment at Glendon has resulted in a concomitant decrease in applications for Glendon residences, which have been partially filled with overflow from the Keele campus. The impact of the labour disruption presented a slight decrease in first-year applications for both campuses; however, full occupancy for 2018-19 was achieved through an increase in applications from returning students and by automating room assignments which provided a much faster offer/acceptance process for students. Average student occupancy levels for September 2017 to April 2018 reached 94.5% for Keele Undergraduate Residences, 96.1% for Glendon Residences and 95.2% for York

Apartments. This is an increase compared to last year's 93.8%, 90% and 94% respectively.

Marketing Plan

Price increases for undergraduate and graduate residence rates for 2019-20, consistent with the approved Housing Strategy and Ontario Rent Increase Guidelines respectively, were approved by the Board of Governors in November 2018. Pricing for York's residences remains highly competitive with other institutions and the surrounding rental market.

Food Services is in the process of evaluating alternative models for residence dining and meal plans, to enhance the quality of residence dining and the student experience. Consultations with residence students will also be undertaken to determine satisfaction with amenity and entertainment facilities and services.

Ancillary Services is in the process of hiring for a new marketing specialist role which will be focused on developing integrated marketing communication plans for all the Ancillary Services business units. Marketing communications for Housing Services in 2019-20 will be focused on refreshing the Housing Services web site and developing more engaging and interactive content.

Market Trends

Universities across Canada and the United States are pursuing a range of strategic options for the expansion and/or enhancement of campus residence facilities. These range from self-funding capital development, to leveraging third-party investment while retaining institutional management of facilities, to complete third-party financing and operation of buildings. York University has employed both in-house development/renovation and third-party build/operation (The Quad). Ancillary Services is evaluating various options to accelerate capital improvements to the University's residences within the context of the approved Housing Strategy and the University's debt capacity and other capital priorities.

Operational Plan

Significant renovations to the Hilliard residence on the Glendon campus are planned for 2019-20, along with a number of other capital maintenance and improvement projects in various buildings on the Keele campus, funded through the 10-year Housing Strategy. Renovations to the Housing Services office to improve its marketing presence and the quality of service delivery for students is also being planned.

Consolidation of administrative and front-line service delivery among several Ancillary Services units on the Glendon campus is being evaluated to improve efficiency and the

quality and reliability of service. Housing Services will also be implementing service level agreements with Facilities Services to clearly define service levels for repair and maintenance functions in service to tenants.

Financial Plan

**ANCILLARY OPERATIONS
LONG TERM PLAN
HOUSING AND CONFERENCE SERVICES
in \$000s**

	Actual	Budget				
	2017 2018	2018 2019	2019 2020	2020 2021	2021 2022	2022 2023
Revenue	\$33,607	\$30,644	\$32,876	\$33,832	\$34,736	\$35,290
Expenses	\$26,544	\$24,731	\$26,925	\$27,862	\$28,930	\$29,464
Revenue less Expenses	\$7,063	\$5,913	\$5,951	\$5,970	\$5,806	\$5,826
Debt Service Costs	\$3,299	\$3,300	\$3,330	\$3,339	\$3,165	\$3,174
Contribution for Shared Services/Transition Tax	\$2,205	\$2,234	\$2,244	\$2,253	\$2,263	\$2,273
Unusual Items (Labour Disruption)	\$1,137					
	6,641	5,534	5,574	5,592	5,428	5,447
Net Income/(Loss) for Fiscal Year	\$422	\$379	\$377	\$378	\$378	\$379

3. Bookstore

The York University Bookstore supports the University's academic mission by providing students, faculty and staff access to a wide range of academic materials, York-branded merchandise and stationery items. The Bookstore has four locations. The main Bookstore is in York Lanes on the Keele Campus and the Glendon Campus Bookstore is in York Hall. The Bookstore assumed the operations of the Trading Floor store in the Schulich School of Business in 2013, and Osgoode's Bookstore in 2014.

The Bookstore's e-commerce site enables students to order text books and course materials online for in-store pick-up, however online sales comprise only 5% of total sales. In 2015, renovations to the main store resulted in approximately a 23% reduction of its space, however sales were not impacted due to improved fixturing. The leasehold improvements are funded through the annual rent, paid over a 20-year period to the York University Development Corporation. The Schulich facility operates at, or slightly below, break-even but is considered a vital service for the School. Both the Glendon and Osgoode Bookstores were reduced in size in 2018 but provide expanded 'pop-up' locations in September to properly serve students. This minimizes the use of valuable space and keeps operations and staffing at a minimum during quiet periods.

The Bookstore compares favourably to other campus stores in several key benchmarks including inventory turnover, sales per square foot and labour costs; however, the Bookstore currently underperforms in sales per student and product mix. The Bookstore's revenue is heavily weighted to course materials, which comprise 87% of sales compared to the benchmark of 68%. Revenue from course materials has been flat to declining in recent years, with a dramatic decline due to the prolonged strike of 2018. The Bookstore has been diversifying its text offerings, including the sale of digital books, and is one of the first Canadian campuses to offer a book rental program. These initiatives reduce costs for students, but also reduce gross revenues and margins for the Bookstore.

The Bookstore also operates its "Scholar Dollars" loyalty program in conjunction with the YU-card program to provide students with additional value. To date, the Scholar Dollars program has awarded students over \$500,000 in reward dollars which can be redeemed at the Bookstore toward any merchandise.

Marketing Plan

The Bookstore plans to continue enhancing non-textbook product offerings to reduce reliance on textbooks and improve margins. In the last year, this direction has been implemented with encouraging revenue growth (23% YTD growth in 2018-19) and improved margins, and continued growth in this area is anticipated. There is large potential in this area as sales per student remain well below other campuses in Canada.

The Bookstore will also be assuming operation of a Canada Post outlet within the main Bookstore space, which became available due to the vacancy of another tenant in York Lanes in January 2019. While the Canada Post outlet itself is not expected to generate net revenue, it is expected to drive additional traffic through the store while maintaining an important service for students.

Ancillary Services is in the process of hiring for a new marketing specialist role which will be focused on developing integrated marketing communication plans for all the Ancillary Services business units. Marketing communications for the Bookstore will be focused on driving sales of higher-margin products including York-branded merchandise, growing online sales, and the continued growth of the "Scholar Dollars" program.

Market Trends

Campus bookstores are not immune to the effects of e-commerce and digital media that impact retailers and businesses in other sectors. Financial forecasts for the Bookstores reflect the negative trends in textbook revenues while the Bookstore works to diversify its sales mix. As an important academic support, the Bookstore will act as a consolidator, offering students a single trusted point for accessing needed materials in an increasingly

complex environment of buying new books, used textbooks, renting books and buying or leasing digital books.

The business models and profit margins for e-books are not established as the industry continues to redefine itself. It has become clear in recent years that although the digital book can produce interesting multi-media experiences for students, the print book is still strong for in-depth learning, and is preferred by students if there is only a small cost differential between print and digital. The Bookstore is experimenting with other distribution models with publishers, to make books more affordable for students while improving sales volumes.

There are uncertainties in building this into a long-term plan, and there is a risk that as the campus bookstore model changes, margins for the classic textbook product group may be further reduced. However, there will be reduced costs resulting from less handling, merchandising, and operational requirements. As with other bookstores, diversification of the product mix and enhancing e-commerce options is ongoing and key to improving financial performance.

Operational Plan

Significant capital expenditures are not expected in fiscal 2019-2020.

As in prior years, there will be focused monitoring of labour and other operating expenses to drive cost savings. Immediate savings are expected in the Glendon operation and with pending staff retirements. Staff resources are also being realigned to support the diversification of the Bookstore's product mix and to derive better pricing and margins on those products. The advancement of shared service models for administrative services may provide opportunities for efficiencies in financial processes.

Financial Plan

ANCILLARY OPERATIONS LONG TERM PLAN BOOKSTORE in \$000s

	Actual	Budget				
	2017 2018	2018 2019	2019 2020	2020 2021	2021 2022	2022 2023
Revenue	\$15,140	\$16,244	\$14,401	\$14,682	\$14,980	\$15,287
Expenses	\$16,253	\$16,616	\$14,957	\$15,248	\$15,502	\$15,761
Revenue less Expenses	(\$1,113)	(\$372)	(\$556)	(\$566)	(\$522)	(\$474)
Rent Subsidy from York University	(\$666)	(\$583)	(\$583)	(\$583)	(\$583)	(\$583)
Contribution for Shared Services/Transition Tax	\$152	\$153	\$153	\$153	\$153	\$153
	(\$514)	(\$430)	(\$430)	(\$430)	(\$430)	(\$430)
Net Income/(Loss) for Fiscal Year	(\$599)	\$58	(\$126)	(\$136)	(\$92)	(\$44)

4. YU-card

The YU-card program provides official University photo identification for York University students, faculty and staff in the form of a campus “one-card” program conceived to improve the student experience by enabling convenient access to campus services and to provide cost efficiencies and opportunities for service enhancement and innovation for University departments. Since its implementation, the YU-card has eliminated a number of redundant identification and payment cards on campus.

While the YU-card is a photo identification card at its core, it provides payment services to internal departments and external merchants, and charges cost recovery fees to those participating in the program. Revenue drivers for the program are meal plan sales and card usage related to other services, while the drivers for expenditures are the annual license/maintenance fees for the YU-card system software and the costs to produce cards. The YU-card program currently absorbs all software license fees for the integration of services such as libraries and recreation facilities to provide a seamless cardholder experience and operating savings for participating departments. Students are provided their first YU-card at no charge.

The YU-card debit card service has grown substantially since its introduction in 2006. In 2015-16 the YU-card began to dispense certain bursary funds to students, which has increased card use and provided the University with administrative efficiencies by eliminating the issuing of cheques. YU-card is accepted at hundreds of points of sale on the Keele and Glendon campuses and processes more than \$13 million in cardholder deposits during the year.

Marketing Plan

Commission rates charged to participating merchants are on par with those charged by other institutions and are not expected to rise. Revenue increases will be achieved by growing card usage. However, focus of the program will shift toward service-based initiatives that are not expected to generate revenue, such as an exam attendance/validation service for Faculties and event attendance and fundraising services for student organizations.

Ancillary Services is in the process of hiring for a new marketing specialist role which will be focused on developing integrated marketing communication plans for all the Ancillary Services business units. Marketing communications for YU-card will be focused on building further awareness and adoption of the YU-card as a payment method, and the Bookstore Rewards program.

Market Trends

“One-cards” are typical at colleges and universities and the YU-card is viewed as a leader in the field due to its size, complexity and the technology it employs. While YU-card implemented leading contactless technology in 2014, the issuance of credentials via mobile devices is an emerging trend and the YU-card program is in discussions with its system vendor to advance its mobile credential option. The feasibility of implementing the mobile credential will be dependent on negotiating affordable license fees, converting remaining card readers that are magnetic-stripe-only to those that are contactless-enabled, and resolving security policies.

Operational Plan

YU-card is planning capital expenditures of approximately \$125,000 to replace its fleet of card printers, which have reached the end of their useful life. This replacement was planned several years ago and will be funded by the YU-card capital reserve.

The Parking Services and YU-card Office client service functions will be merging into a shared service operation in 2019-20, providing front-line customer support for Parking, YU-card and Transportation-related services in a single office. This initiative will provide clients with a single service point for multiple services, provide staffing efficiencies and reduce the space required for these functions.

The YU-card was successfully integrated with the University’s access control system in 2014-15 and that program will continue to expand through 2019. Plans exist to switch parking control to YU-card in 2019-20 which will eliminate the stand-alone parking access card and provide nominal cost savings.

Financial Plan

**ANCILLARY OPERATIONS
LONG TERM PLAN
YU-Card Program
in \$000s**

	Actual 2017	Budget 2018	2019	2020	2021	2022
	2018	2019	2020	2021	2022	2023
Revenue	\$933	\$1,006	\$1,020	\$1,035	\$1,049	\$1,065
Expenses	\$847	\$966	\$977	\$993	\$1,007	\$1,023
Revenue less Expenses	\$86	\$40	\$43	\$42	\$42	\$42
Contribution for Shared Services/Transition Tax	\$14	\$14	\$14	\$14	\$14	\$14
Net Income/(Loss) for Fiscal Year	\$72	\$26	\$29	\$28	\$28	\$28

5. Food Services and Contract Management

Food and Vending Services establishes and manages contracts with third party vendors for food and vending services to provide students, faculty, staff and visitors with a variety of products and services. The vending contracts include laundry for student residences, banking machines, beverage and snack machines and other minor contracts in numerous locations on both campuses. Food service operations in York Lanes, the Student Centre and the Schulich School of Business are managed independently by York University Development Corporation, the York University Student Centre Inc., and the Schulich School of Business respectively. The Quad residence operation also manages its own retail food service tenants.

Contract Management negotiates and manages revenue generating contracts and hosting agreements with third parties on behalf of the University. The long-term plan includes revenue sources from roof top cell antenna contracts, media advertising and Crestwood Valley Day Camp at Glendon. Revenues from other contracts such as Tennis Canada, Seneca College and Computer Methods Building, flow to the central University budget.

Food Services has grown consistently over the last number of years, both in terms of the number of locations operated and gross sales, in responding to student input on dining options. The unit now oversees 19 eateries across both campuses and serves more than 2.3 million customers per year. There has also been significant growth in revenues from contracted vending services.

Marketing Plan

Retail prices for food on campus are set independently by each operator. York has a decentralized and competitive food service environment compared to other universities; however, it has been widely reported that food prices in Canada have been increasing at a much higher rate than the overall price index. Food Services reviews menus and dining concepts with its contractors annually to respond to current food trends and improve satisfaction and sales. The unit is also exploring enhanced vending and micro-market options for select locations on the Keele and Glendon campuses.

Ancillary Services is in the process of hiring for a new marketing specialist role which will be focused on developing integrated marketing communication plans for all the Ancillary Services business units. Marketing communications for Food Services will be focused on building awareness of the numerous healthy and sustainable options available on campus and promoting limited time offers and discounts.

Market Trends

Two food service trends have been observed among Canadian campuses over the last few years:

Some institutions, notably University of Toronto, have recently opted to self-operate their food services rather than continue to outsource the service. While self-operated campuses tend to have higher student satisfaction rates, there is higher financial risk under this model and it is not advisable within York's decentralized food service environment. Proactive management of contracted service providers can also yield quality service.

Several Canadian universities have switched from "declining balance" to "all you care to eat" meal plan models in the last few years. Institutions that have made the change report significant increases in student satisfaction, food quality and food options. An external consultant report commissioned by Food Services recommended implementation of this model at York University to improve the student experience. Ancillary Services is reviewing our meal plan structure to determine whether the University should be considering an "all you care to eat" model as part of a strategic plan to revitalize the Stong and Winters dining halls and the Central Square cafeteria which need significant capital improvement. This review will include further consultation with residence students.

Operational Plan

Food Services is planning approximately \$500,000 in capital improvements in 2019-20 to replace furnishings, flooring and equipment in various locations, funded from in-year operating funds.

Food Services is a small operating unit as its operations are third-party operated; however, given the recent realignment of the Ancillary Services department, the currently vacant director and manager positions are being consolidated to a single director position.

Financial Plan

**ANCILLARY OPERATIONS
LONG TERM PLAN
FOOD AND CONTRACT MANAGEMENT
in \$000s**

	Actual	Budget				
	2017	2018	2019	2020	2021	2022
	2018	2019	2020	2021	2022	2023
Revenue	\$2,532	\$2,662	\$2,961	\$2,990	\$3,020	\$2,877
Expenses	\$2,175	\$2,410	\$2,728	\$2,727	\$2,763	\$2,621
Revenue less Expenses	\$357	\$252	\$233	\$263	\$257	\$256
Contribution for Shared Services/Transition Tax	\$168	\$86	\$86	\$87	\$87	\$87
Net Income/(Loss) for Fiscal Year	\$189	\$166	\$147	\$176	\$170	\$169

6. Parking Services

Parking Services manages approximately 8,000 parking stalls on the Glendon and Keele campuses across 35 parking lots and various on-street parking areas, and conducts parking enforcement and traffic control functions on both campuses. Parking options include daily/visitor parking and monthly permits, along with arrangements particular to special events such as the annual Rogers Cup.

Parking Services issues more than 7,000 permits per year with revenues split evenly between daily and permit parking. Approximately 80,000 parking citations are issued annually. The Parking Services office also provides front-line customer service support and execution of various Transportation Services programs, including discount transit passes, carshare and carpool programs, and bicycle lockers.

While it is difficult to forecast with certainty the impact of the TTC subway on commuter habits, Parking Services forecasts an overall reduction in parking utilization in the future. However, a material change in parking demand has not yet occurred. Approximately 80% of community members arrive on campus via means other than single-occupant vehicles, however there will continue to be demand for parking from those for whom public transit is not a viable option.

Marketing Plan

Prices for parking are reviewed annually and set to ensure funding for both operating and capital costs and to achieve transportation demand management (TDM) objectives. Parking rates were last increased in 2016-17 and will not increase for 2019-20, however rates will need to be evaluated for 2020-21 based on the anticipated loss of spaces due to the expansion of The Quad residence complex and a need to balance demand for certain over-subscribed parking lots.

Marketing activities for Parking Services are intended less to promote sales of parking, and more to provide information about the various commuting options available, in alignment with the University's sustainability objectives. This presents a fine balance between advancing broader use of more sustainable forms of transportation, being sensitive to affordability for students, and generating revenue.

Market Trends

Campus parking operations in Canada are largely operated in-house, although some institutions have contracted out operations to a private operator. Long-term parking monetization transactions in the United States that have garnered attention were conducted in a context of increasing parking supply and demand, whereas at York parking inventory and demand are gradually declining. While monetization of existing assets is not being actively pursued, the capital costs to build structured replacement parking to meet minimum parking demand requirements as campus lands (in particular, surface parking lots) are more fully developed will necessitate third-party collaboration. In the meantime, Parking Services has been focused on increasing operational efficiency and optimizing use of existing parking inventory.

Operational Plan

As part of its ongoing capital maintenance plan, capital expenditures of approximately \$1.6 million are forecast for 2019-20 to conduct maintenance in the Student Services Parking Garage, replace an obsolete gate control system to provide service and efficiency improvements, and various repaving and repair projects. These projects will be funded from a combination of in-year operating revenues and the Parking capital reserve.

Parking Services will be implementing three significant changes to its operations to drive improvements:

Due to ongoing deterioration in the effectiveness of existing York-issued parking tickets, a new parking enforcement model that complies with City of Toronto parking by-laws is being implemented. Individuals who have not paid for parking will initially receive a "courtesy notice" on their vehicle requesting online payment of the applicable daily rate. Subsequent infractions for non-payment, or safety related infractions such as parking in a

fire route, will be subject to municipal (City of Toronto) parking tickets and/or towing. It is expected that the new model will provide a marginal improvement in revenues (since revenue from City of Toronto parking tickets accrues to the City of Toronto) in exchange for significantly improving compliance with the University's parking regulations.

The Parking Services and YU-card Office client service functions will be merging into a shared service operation, providing front-line customer support for Parking, YU-card and Transportation-related services in a single office. This initiative will provide clients with a single service point for multiple services, provide staffing efficiencies and reduce the space required for these functions.

Parking Services will be implementing several technology improvements in 2018-19 and 2019-20 including: an upgrade to its permit management system including a new online self-service portal; mobile payment via a smartphone app; mobile license plate recognition for parking enforcement; and a new virtual queueing system. These initiatives will provide more modern and efficient service for clients, significantly reduced lineups and wait times during peak periods, and substantial operating efficiencies.

Financial Plan

ANCILLARY OPERATIONS LONG TERM PLAN PARKING SERVICES in \$000s

	Actual	Budget				
	2017 2018	2018 2019	2019 2020	2020 2021	2021 2022	2022 2023
Revenue	\$15,457	\$14,552	\$13,620	\$13,718	\$13,816	\$14,079
Expenses	\$7,719	\$7,588	\$6,658	\$6,744	\$6,837	\$7,091
Revenue less Expenses	\$7,738	\$6,964	\$6,962	\$6,974	\$6,979	\$6,988
Amortization - Debt	\$4,202	\$4,202	\$4,202	\$4,202	\$4,202	\$4,202
Contribution for Shared Services/Transition Tax	\$1,541	\$1,541	\$1,548	\$1,556	\$1,563	\$1,571
Land Rent	\$1,189	\$1,189	\$1,189	\$1,189	\$1,189	\$1,189
Unusual Items (Labour Disruption)	\$748					
Total Amortization, Reserve, Land Rent	\$7,680	\$6,932	\$6,939	\$6,947	\$6,954	\$6,962
Net Income/(Loss) for Fiscal Year	\$58	\$32	\$23	\$27	\$25	\$26

7. Printing Services

Printing Services provides a mix of ancillary and non-ancillary services to produce stationery, secure printing of exams and diplomas, secure scanning and tabulation of University multiple choice examinations, printing of course materials, and a range of marketing and communication projects. Printing Services incorporates the Course Kit Centre, which provides customized publishing services while ensuring that copyright royalties are respected. Printing Services competes with external vendors in many product categories.

The revenue from course kits has traditionally been 50% of total revenues. Printing Services has been a leader in the production of course kits and is well respected for its work and the volume of titles produced, as is appropriate for the interdisciplinary approach at York University. The unit provides a high level of consultative services to professors in advising them on materials available to include in their curriculum, referring to previous books and the archive of hundreds of thousands of articles, negotiating permissions for content, all in addition to the functional role of assembly and production of books for print. Printing Services has produced customized course books in digital format, and the Bookstore has developed a secure platform for selling the “e-kits” produced by Printing Services.

Notwithstanding the unit’s service orientation, the production of course kits has declined significantly due to changes in the copyright clearance landscape. This has contributed to a near 75% decline in the number of course kit titles published and a 55% reduction in overall work orders since 2005-2006. At its’ peak, the unit produced over 30 million impressions per year, and the capacity was built to handle the busiest peak months of the year. The production unit was adjusted to reduce equipment costs but retains a capacity of approximately 20 million impressions per year. Staffing in the course kit area also has been reduced significantly.

Marketing Plan

The unit has excellent management systems and systems for workflow, which are critical in a digital print environment. The emphasis is on short runs, fast turn-around, convenience and competitive pricing. Most prices have not increased in this industry in decades. Cost pressures from labour and raw material increases generally are offset by efficiencies and not price increases. Management is undertaking a review of market and costs as part of its strategic review.

Previously identified as a corrective measure by Internal Audit, Printing Services is working with UIT and its system vendor to upgrade its online self-service portal for order submission as the current software does not provide good quality service. More fundamentally, a strategic review of Printing Services is being undertaken to evaluate the

unit's positioning and long-term viability given the impact of changes in copyright clearance and general market conditions for printing.

Ancillary Services is in the process of hiring for a new marketing specialist role which will be focused on developing integrated marketing communication plans for all the Ancillary Services business units. Marketing communications for Printing Services in 2019-20 will be focused on promoting non-course kit materials, including print-on-demand book publishing, while strategic options are evaluated.

Market Trends

As digital disruption continues to impact the print business, and as teaching methodologies evolve, Printing Services like many print-based businesses is at a tipping point between traditional print delivery and digital services. While business conditions for print-based businesses are challenging, in particular the uncertainty related to the Access Copyright decision, 40 post-secondary institutions in Canada maintain an in-house (or "in-plant") printing service. The University is already using external service providers for a variety of printing products. The strategic review will determine the types of products and services that are best produced in house due to cost efficiencies, convenience and security.

Operational Plan

Significant capital expenditures are not expected in fiscal 2019-20. As in prior years, there will be focused control of labour and other operating expenses to achieve cost savings. Improvements in exam grading (Scantron) and online order submission will be implemented to improve service and productivity.

Financial Plan

The financial plan is based on the unit's current operations and positioning.

**ANCILLARY OPERATIONS
LONG TERM PLAN
PRINTING SERVICES
in \$000s**

	Actual	Budget				
	2017	2018	2019	2020	2021	2022
	2018	2019	2020	2021	2022	2023
Revenue	\$1,403	\$1,599	\$1,625	\$1,452	\$1,479	\$1,502
Expenses	\$1,425	\$1,565	\$1,599	\$1,425	\$1,452	\$1,474
Net Income/(Loss) for Fiscal Year	(\$22)	\$34	\$26	\$27	\$27	\$28

8. Telecommunications

UIT Telecommunications provides telecom equipment and services such as desk phones and cellular phones to units of the University, plus a small number of services to students in residence and on-campus third-parties. Desk phone related services have maintained the same high level of uptake over the last several years. There continues to be growth in cellular phone usage of about 10% annually.

Recent conversion to VOIP technology has resulted in a net reduction in expense (and reduction of revenue to telecom) of approximately \$230,000 annually to the University for overall services. Modernizing telecom core technology is necessary for leveraging for improved services such as new call centre technology (in progress), video calling with desk phones, flat rate long distance, and mobile integration.

Telecommunications continues to meet its financial targets. Going forward, telecom annual revenues of approximately \$4.1M are expected, with expenses of roughly \$3.9M which includes funding to UIT to support the operation of the data network and other critical IT infrastructure that telecom services are dependent on.

Ongoing projects for unified messaging and advanced call centre technology will increase the value of telecom services, better support and enable the institution's administrative processes.

Overview of Ancillary Service

UIT Telecommunications provides telecom equipment and services to units of the University as well as students in residence. It also provides:

- Services and maintenance for emergency "blue light" phones;
- Classroom and hallway safety phones;
- payphones on campus (that can also be used as safety phones);
- analog lines (used for elevator phones, security intrusion alarms, fax, etc.);
- CATV service to residence common rooms and other on-campus locations;
- Call centre and automated call distribution (ACD) technology;
- Audio conferencing;
- University switchboard and live operators;
- Handling physical telephone and data network moves/adds/changes;
- Sourcing and support of cellular phones.

Revenues are used primarily to support the above voice and data network services and infrastructure for the University. In total, approximately 6,500 desk phones, 2,000 analog lines, and just under 1,000 cellular phones are provided and supported by Telecommunications.

In the past year, the transition to VOIP-based technology was completed, increasing utility of the primary desk-phone service but also introducing a direct dependency on the data network for operation.

Marketing Plan

Pricing of primary telecom services has not changed in over 10 years; profitability has been maintained over that period through significant cost reduction.

Significant new telecom services coming online in 2019-20 include unified messaging, advanced call centre/ACD, and mobile integration. The roll-out of each service will include a communications plan to improve awareness and ease transition from legacy voicemail and ACD services, respectively, to highlight the increased utility that will be available. These new services will be a benefit to productivity in the institution as well as increase the value of desk phones without increasing costs.

For cellular phones, a new carrier agreement is being finalized that will significantly reduce the cost of cellular plans, but as this is largely a pass-through it will not affect telecom financially other than increasing the risk that units switch to use of cellular phones rather than desk phones.

For student residences, there is very little voice-service uptake, reflecting the personal preferences to use cellular phones rather than land-lines and there is no plan to attempt a marketing push to increase land-line uptake.

Market Trends

For a number of years, Telecom has forecasted an expected decline in the number of desk-phone sets demanded, noting the trend of increasing cellular phone use. While there have been some instances of units choosing to cancel desk phones in favour of cellular phones, numbers have not been significant enough to counter campus growth, leaving net subscriber counts for desk phones roughly flat at approximately 6,500.

VOIP services transition for desk phones is complete. Conversion to this technology has several impacts:

- The university's data network becomes a critical dependency on desk phone service, and a direct part of the operational costs to provide that service;
- Operational cost of the telecom core system is largely unchanged;
- Utility of the phone service is increased with the new phone sets which include multi-line and speaker phone functions by default, however this results in a revenue decrease as those functions were previously separately billed items;

- Modernized telecom core technology can be leveraged for improved services such as new call centre technology (in progress), video calling with desk phones, flat rate long distance, and mobile integration.

Note that Telecommunications also supplies cellular phones, however it does so as a cost pass-through to third-party carriers, generating no net income for the ancillary.

Operational Plan

Capital expenditures over the next number of years will be in the \$300K range annually.

Service Improvements

A number of service improvements are planned:

- Move to flat-rate long distance for North America, pending new PSTN agreement.
- Offer cellular services at a reduced rate with new carrier agreement.
- Recently completed replacing 6,500 legacy desk phone sets with modern touchscreen devices.
- Replacing voicemail service with unified messaging system that includes speech-to-text and email integration.
- Adding advanced call centre and ACD technology services for a number of units within the institution, including VP Students, Advancement, UIT, and others.

Financial Plan

Telecommunication revenues are used to support University voice infrastructure and services, along with elements of the University's data network infrastructure. The changes brought forward in the updated plan reflect the inclusion of the impacts of the full overhead charges to the University Operating Budget, leveraging recent infrastructure investments, recognition of the declining student interest in land-line service and impacts of VOIP technology.

**ANCILLARY OPERATIONS
LONG TERM PLAN
UIT, TELECOMMUNICATIONS
in \$000s**

	Actual	Budget				
	2017 2018	2018 2019	2019 2020	2020 2021	2021 2022	2022 2023
Revenue	\$4,310	\$4,407	\$4,122	\$4,083	\$4,044	\$4,006
Expenses	\$3,778	\$3,912	\$3,696	\$3,691	\$3,720	\$3,680
Revenue less Expenses	\$532	\$495	\$426	\$392	\$324	\$326
Contribution for Shared Services/Transition Tax	\$235	\$225	\$225	\$225	\$225	\$225
Net Income/(Loss) for Fiscal Year	\$297	\$270	\$201	\$167	\$99	\$101

9. Executive Learning Centre/Nadal Management Centre

The Executive Learning Centre (ELC) located within the Schulich School of Business is owned by York University and managed by Aramark through a “Services Agreement” since it’s opening in 2003. The ELC provides accommodation with sixty (60) Guest Rooms, Twenty-seven (27) meeting rooms, an Executive Dining Room and one Private Dining Room. The Penthouse Level includes a Fitness Centre, one (1) Boardroom and a small Lounge.

Aramark is one of the largest managed services companies in the world employing over 270,000 employees. Aramark has managed numerous high end Executive Centres for major U.S. Business Schools including Wharton in Philadelphia and Kellogg in Chicago.

The Executive Learning Centre is a non-marketed facility. The Centre provides accommodation to many visitors to York University (almost 10,000 annually) and is home to the Schulich EMBA program as well as the Schulich Executive Education Centre (SEEC).

The ELC is utilized by all faculties of York University for meals and meetings in the Executive Dining Room as well events that are held by numerous stakeholders including Convocation Dinners, Board Meetings, and Conferences such as the Four Seasons Hotel’s General Manager Academy.

Mission Statement

The Executive Learning Centre (ELC) team is committed to ensuring that all clients receive exceptional service and become part of a loyal consumer base, while sustaining the integrity of the Schulich School of Business and York University.

Vision Statement

The ELC Leadership Team and all employees are dedicated to maintaining a positive work environment which fosters growth and development for the entire team.

ELC builds and strengthens great working relationships with anchor clients, EMBA, SSB, SEEC; and York Faculties while continuing to identify new business opportunities and increase our client base.

ELC continually focuses on increasing sales and revenue with a quality product and dedicated service team.

Marketing Overview

The Executive Learning Centre is a non-marketed operation and is an asset of York University. The ELC cannot be seen as competing with Hotel Operators in the nearby areas who are on a different tax structure and could have negative implications for York University.

External Hotel Guests and Meeting Planners that utilize the ELC must have a connection with the University or with a faculty or staff member. Any business or user of the facility must be aligned with the core objectives of the ELC such as providing an environment for business and learning.

Pricing

EMBA and SEEC are tenants and are charged a monthly rent. EMBA and SEEC food prices are set for a three (3) year time line. All other pricing such as outlet menus, rental rates and Audio/ Visual prices are reviewed annually.

EMBA and SEEC base rent will increase by 2% in 2019-2020 and the Daily Meeting Package (DMP) pricing will increase between 3% - 3.5%. Banquet Menu prices are increased based on the Market conditions and cost of good (COGS).

The ELC has hosted numerous conference groups with association to York University and the Schulich School of Business such as Toronto Centre, Bird Construction, Four Seasons Hotels, Samuel & Son Co, and a high number of conferences from York Faculties. Relationships between the York community and the ELC team are key. The ELC has many employees that have worked with Aramark and the ELC for over ten (10) Years and some since opening.

Market Trends

Continued leadership in this area has stayed the course of focusing on Internal York Business, mining the business on campus as well as hunting for new External meetings and conferences that have ties to York University. YUELI has provided over 1,000 guest room nights in each of the last two years. This business is dependent on the YUELI enrollment and it is expected this could be affected by world events and the relationships between Canada and the other countries.

Each year we promote the ELC internally with a Familiarization (FAM) event to create awareness of the ELC to potential York University users. Relationship building on campus is a key factor to ensuring we are the vendor of choice for groups wishing to place guests in a hotel or arrange a conference. Sales calls with the General Manager and the Director of Conference Catering will continue to have increased emphasis on potential campus business.

Market Trends

Due to the current economic climate, whereby reduction in funding for faculties, we expect growth to be moderate at best in 2020. The Labor Disruption of 2019 negatively affected the ELC with lost revenues of \$275,000.

The Executive Learning Centre will continue to position itself as the best choice for corporate meetings and overnight stays as it is part of the York University campus although we are not externally marketed as other brand name hotels are.

Meeting/Leisure Trends

Current Meeting Trends:

- Organizations continue to control costs and limit spending
- According to the International Association of Conference Centres (IACC); Business & Academic organizations are the largest source for business for this type of Centre.

The facility is not as much geared to leisure as it is for business as it can accommodate Executive students who are taking Executive Education programs and visiting Professors among others who are doing business on campus.

3. Market Segment Overview

ELC believes that with the combined efforts on quality of food and service, physical plant upgrades and relationship building with new clients, the average rate and occupancy projections are attainable.

We continue to source out new group business and as the facility continues to recognize as part of the York University and Schulich School of Business Executive Conference Centre, our transient business continues to grow with many return guests.

Operational Plans

The Executive Learning Centre is designed mainly as a service operation to support the Schulich School of Business EMBA and SEEC programs and all other stakeholders within York University.

The York University and Aramark “Services Agreement” provided a \$1M “Grant” in 2014 for capital Improvements. Through this partnership and with the \$1M “Grant” there were thirty-six (36) projects expedited including new kitchen equipment, IT Upgrades, and the conversion of twenty (20) guest rooms to accommodate twin beds which allowed the ELC to gain the YUELI business.

Aramark’s contract extension was solidified in late 2018 which will provide York University with a Five Hundred Thousand Dollars \$500K “Grant” to be used for Capital Improvements. In the coming year there are thirteen (13) projects which include replacement to guest room and meeting room chairs, Hotel drapes and sheers, IT Upgrades, equipment for the new Café in the McEwen Building along with carpet replacements, telephone system replacement, and food and beverage (F&B) equipment upgrades.

In January 2023 Aramark will provide additional \$1M “Grant for Capital Improvements.

The new Café in the McEwen building along with enhancements to the ELC Dining Room Buffet are expected to increase revenues.

**ANCILLARY OPERATIONS
LONG TERM PLAN
EXECUTIVE LEARNING CENTRE & NADAL MANAGEMENT CENTRE □
in \$000s**

	Actual	Budget				
	2017	2018	2019	2020	2021	2022
	2018	2019	2020	2021	2022	2023
Revenue	\$10,307	\$10,121	\$9,898	\$9,916	\$10,114	\$10,114
Expenses	\$6,712	\$6,965	\$6,741	\$6,759	\$6,914	\$6,914
Revenue less Expenses	\$3,595	\$3,156	\$3,157	\$3,157	\$3,200	\$3,200
Debt Service Costs	\$1,850	\$1,850	\$1,850	\$1,850	\$1,850	\$1,850
Contribution for Shared Services/Transition Tax	\$572	\$656	\$657	\$657	\$700	\$700
	\$2,422	\$2,506	\$2,507	\$2,507	\$2,550	\$2,550
Net Income/(Loss) for Fiscal Year	\$1,173	\$650	\$650	\$650	\$650	\$650

Board of Governors

Memorandum

To: Board of Governors

From: David McFadden, Chair, Governance and Human Resources Committee

Date: February 26, 2019

Subject: York University Pension Plan Text Restatement

Recommendation:

The Governance and Human Resources Committee recommends that the Board of Governors approve the restated York University Pension Plan text (Appendix A).

Background

The York University Pension Plan actuary, Aon, recommends that a pension plan's text be reviewed and restated at least every five years. The York University Pension Plan text was last restated January 1, 1992. There have been several amendments since that time, however, a restated Plan has not been issued to stakeholders.

The attached Restatement includes all amendments which have been approved since 1992, including those changes made in June 2013 and April 2014 for the University to obtain solvency relief. As well, the Restatement reflects changes required by legislation, such as changes to the definition of spouse, marriage breakdown rules and statutory elimination of mandatory retirement. The last changes were made in 2017. A clean copy of the Pension Plan may be found at Appendix A. A tracked changes version may be found at Appendix B.

Following approval of the restated York University Pension Plan text changes, and the execution of the Resolution document (attached as Appendix C), the necessary forms and documents will be filed with the Canada Revenue Agency and the Financial Services Commission of Ontario.

YORK UNIVERSITY PENSION PLAN

Restatement as at January 1, 2017

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Introduction

York University established a Pension Plan for its faculty and staff members as of July 1, 1960.

On January 1, 1966, contributions to the Plan and benefits under the Plan were adjusted in order to reflect the integration of the Plan with the Canada Pension Plan.

On July 1, 1971, provision was made for the purchase of retirement benefits from required contributions on a “money purchase” basis, with each Member of the Plan receiving benefits provided from his or her own contributions, matching University contributions and credited interest. As of July 1, 1971, credited interest became defined as the rate of return that can be reasonably attributed to the operation of the Trust Fund, based on the interest, dividends and capital gains and losses, both realized and unrealized, earned by the Trust Fund during the year, less the administrative expenses incurred in the operation of the Trust Fund. In addition to the “money purchase” benefit, each Member of the Plan was guaranteed a minimum pension benefit based on the average earnings in the five years when those earnings were highest.

The Plan was amended effective July 1, 1975 to remove limits on Members’ required contributions to the Plan and to amend the spousal benefit to apply to eligible spouses, rather than to widows only.

As of January 1, 1977, individual trustees replaced Canada Permanent as trustee(s) of the Trust Fund. Canada Permanent remained the custodian of the Trust Fund.

The Plan was amended and restated effective July 1, 1983 to revise the basis for determination of optional forms of pension, to require a signed waiver by an eligible spouse if a married Member wished to elect an optional form of pension, to clarify the leave-of-absence provisions and to make certain changes to the pre-retirement death benefits.

As of July 1, 1984, the Plan was amended to improve the minimum guarantee formula and to make provision to adjust pensions payable under the Plan, based on the moving four year average of the Trust Fund rate of return. The minimum guarantee formula was again improved as at July 1, 1985 and permanent part-time employees working more than 24 hours per week were permitted to participate in the Plan.

The Plan was further revised effective July 1, 1987 to permit portability of benefits at retirement, to revise reductions for early retirement pensions and to remove reductions for pensions commencing from age 65, but prior to normal retirement date. The adjustment of the rate of return for pensions and accumulations in respect of former Members who terminated employment prior to July 1, 1971 was also implemented.

The Plan was amended and restated effective January 1, 1988 to incorporate amendments approved by the University and to incorporate changes in order to comply with the provisions of the *Pension Benefits Act*, 1987 (Ontario).

The Plan was revised effective May 1, 1989 to ensure that Members who are on revocable reduced-load status or irrevocable reduced-load status are provided pension benefits as though such Members were

on full-load.

Effective September 1, 1991, the Plan was amended to increase the monthly dependent children's benefit from a maximum of \$200.00 to a maximum of \$300.00 and to remove the special pension reduction for a surviving spouse who is more than 10 years younger than the Plan Member for Members who died after April 30, 1989.

The Plan was restated effective January 1, 1992 to incorporate changes required as a result of amendments to the *Income Tax Act* (Canada) and the regulations thereunder and to incorporate amendments approved by the University.

The Plan was revised to extend survivor pension benefits to eligible same-sex spouses of Member who retire or die on or after April 23, 1998.

Effective April 1, 2004 the Plan was amended to reflect changes in the membership of the Board of Trustees.

Effective January 1, 2005 the Plan was revised to permit employees on leave without pay to contribute to the Plan.

The Plan was amended effective January 1, 2007 to reflect the *Income Tax Act* (Canada) provision that benefits must commence no later than the end of the year in which the Member reaches age 71.

Effective September 1, 2009, the Plan was amended to reflect a change in the name of the Canadian Union of Educational Workers to the Canadian Union of Public Employees Local 3903, and to reflect a change in the eligibility requirements for certain Employees.

The Plan was further amended effective January 1, 2012 and July 1, 2012 to comply with the *Pension Benefits Act* (Ontario). An amendment to the Plan effective January 1, 2014, incorporates changes agreed to by the University and the York University All-Union Pension Group.

The Plan was amended effective January 1, 2015 to credit service for certain contract employees who are members of the Canadian Union of Public Employees Local 3903. Effective July 1, 2015 it was further amended to address contract Employees' eligibility for joining the Plan; the form of death benefit payable to a surviving spouse; Members' ability to make an irrevocable election to cease making required contributions to the Plan after normal retirement date; and to clarify the maximum supplementary pension benefit available in accordance with the *Income Tax Act* (Canada).

The Plan is hereby amended and restated effective January 1, 2017 to incorporate all amendments made to the Plan since the last restatement and to ensure that Plan's provisions are compliant with all applicable legislation.

Unless stated otherwise, the terms of the Plan as restated shall apply to Members who retire, terminate employment or die on and after January 1, 2017 and the benefits of Members who retired, terminated employment or died prior to this date shall be determined by the terms of the Plan in effect at the time of that event.

This restatement is subject to the acceptance and continued registration of the Plan pursuant to the *Income Tax Act* (Canada) and the *Pension Benefits Act* (Ontario).

The University will continue to monitor legislation and changing practices in the field of retirement saving in order to maintain for Plan Members a high standard of pension benefits at a reasonable cost.

Section 1 - Definitions

The following words and phrases, for the purposes of the Plan, have the respective meanings given below, unless the context clearly requires a different meaning:

- 1.01** *Actuary* means the actuary or the firm of actuaries appointed by, but independent of, the Board of Trustees for the purposes of the Plan, who is, or one of whose members is, a Fellow of the Canadian Institute of Actuaries.
- 1.02** *Actuarial Equivalent* means an actuarially equal value computed at the rate of interest and using the actuarial tables recommended by the Actuary and in force for Plan purposes at the relevant time. Actuarial Equivalent values shall be calculated in a manner consistent with the provisions of the *Pension Benefits Act* and the *Income Tax Act*.
- 1.03** *Board of Governors* means the Board of Governors of the University.
- 1.04** *Board of Trustees* means the Board of Trustees appointed in the manner prescribed under Section 14.02 for the purposes of the Plan.
- 1.05** *Continuous Service* means unbroken employment with the University including vacation periods, authorized sick leave, periods of leave of absence duly authorized by the University, or other periods of temporary suspension of employment authorized by the University or prescribed by the applicable regulatory authorities.

The Continuous Service of a Member on a lay-off of employment is deemed not to be broken until his or her rights to recall for employment have expired or until he or she resigns from employment with the University, whichever occurs first.

- 1.06** *Credited Interest* means the rate of return that can reasonably be attributed to the operation of the Trust Fund, based on the interest, dividends and capital gains and losses, both realized and unrealized, earned by the Trust Fund during the Plan Year, less the administrative expenses incurred in the operation of the Trust Fund.

Credited Interest shall be calculated and applied to each Member's Money Purchase Component Account and accounts of the Additional Voluntary Contributions Fund and Special Transferred Contributions Fund, if any, from the first day of the month following the month in which the contribution was made to the first day of the month in which payment is made from the Trust Fund to, or in respect of, that Member.

If the value of a Member's Money Purchase Component Account and voluntary contributions must be calculated part way through a Plan Year, Credited Interest shall be applied for the completed portion of that Plan Year at the most recently calculated rate of return that can reasonably be attributed to the operation of the Trust Fund. Credited Interest shall be allocated no less frequently than annually. For greater certainty, for the calculation of a pension at a Member's retirement, the balance in the Member's Money Purchase Account as of the last day of the month immediately preceding the date of retirement shall be used, not the balance as of the December 31st coinciding with or prior to the date of retirement.

1.07 **Credited Service** means, with respect to each Member, the period of Credited Service, if any, to his or her credit as of June 30, 1971, plus the total number of years and fractions of years of Continuous Service after June 30, 1971 credited to the Member by the reason of the following:

- (1) A full year of Credited Service shall be credited to the Member for each year in which the Member contributes or the University contributes on the Member's behalf at the full rate required by Section 4.01(1) of the Plan, taking into consideration the provisions of Section 4.01(3), based on Earnings for that year;
- (2) A fraction of a year of Credited Service shall be credited to the Member for a Plan Year in which the Member contributes or the University contributes on the Member's behalf at a rate less than the full rate required by Section 4.01(1) of the Plan, taking into consideration the provisions of Section 4.01(3), based on Earnings for that year, such fraction being found by dividing the Member's actual contributions by his or her normal contributions, based on Earnings for that year;
- (3) A fraction of a year of Credited Service shall be credited to a Member who is a part-time Employee calculated by dividing the Member's actual contributions by the contributions he or she would normally be required to make to the Plan if his or her rate of pay were adjusted to a full-time normal basis;
- (4) Any period of Total Disability;
- (5) Effective for injuries occurring on and after January 2, 1990, any period of absence that is not already included in (4) above due to an injury or recurrence of that injury in respect of which the Member is entitled to receive benefits under the Workers' Compensation Act within the 12 month period following the date of the injury, provided he or she continues to make required contributions during the absence;
- (6) Any period during which the Member has elected to be placed on irrevocable reduced-load status pursuant to the Collective Agreement between the University and the York University Faculty Association;
- (7) Credited Service also includes any period of unpaid leave of absence required by law to be granted, including but not limited to pregnancy or parental leave that commences on or after December 20, 1990 unless the Member provides written notice to the University that he or she will discontinue making required contributions during the absence.
- (8) Notwithstanding the foregoing, effective January 1, 2015, twelve (12) months of Credited Service shall be credited to a Member for each Plan Year where the Member:

- (a) is a Member as at January 1st of the Plan Year;
- (b) is employed by the University on a contract basis;
- (c) is a member of the Canadian Union of Public Employees Local 3903; and
- (d) teaches a minimum of 3.5 full-time course equivalents at the University in the Plan Year over a period of less than 12 months.

Credited Service also includes any prior period of service with the University as may be designated by the University pursuant to Section 2.04.

Notwithstanding the foregoing, in calculating the Member's pension benefit payable from the Plan, only those periods of eligible service permitted under the *Income Tax Act* will be included in the calculation.

1.08 *Earnings* for any period means the amount of cash remuneration in respect of employment, other than honoraria, payments for overload teaching and T4 Other Earnings, as determined by the University for the purposes of the Plan. For the purpose of determining the amount of required contributions to the Member's Money Purchase Component Account, Earnings shall mean the Member's actual cash remuneration, not his or her annualized remuneration, as determined by the University in the aforementioned manner.

The Earnings of a Member who commences receiving benefits from a long term salary continuance plan sponsored by the University on or after July 1, 1985 shall be deemed to be equal to the Earnings that would have been received had he or she remained in active employment with the University in the position held just prior to becoming disabled. However, the total of all deemed increments in Earnings for such Member shall not exceed the increment in the Consumer Price Index (Canada) from the Member's disability date to the date of the adjustment.

The Earnings of a Member who commenced receiving benefits from a long term salary continuance plan sponsored by the University prior to July 1, 1985 as outlined in the relevant collective agreements between the University and the bargaining representatives of certain employee groups shall be deemed, starting on July 1, 1985, to be equal to the Earnings that would have been received by the Member had he or she remained in active employment with the University in the position held immediately prior to becoming disabled. However, the total of all deemed increments in Earnings for such Member shall not exceed the increment in the Consumer Price Index (Canada) from the Member's disability date to the date of the adjustment.

Notwithstanding the foregoing, the Earnings of a Member who has elected to be placed on revocable reduced-load status, pursuant to the Collective Agreement between the University and the York University Faculty Association, shall be deemed to be equal to the Earnings that would have been received by the Member had he or she not elected to be placed on revocable reduced-load status.

1.09 *Eligible Spouse* means, in relation to a Member, a person who, at the time a determination of marital status is required:

- (1) is married to the Member; or

- (2) is not married to the Member but is living with the Member in a conjugal relationship;
 - (a) continuously for a period of time not less than three years; or
 - (b) of some permanence, if the Member and such person are the natural or adoptive parents of a child, both as set out in section 4 of the *Children's Law Reform Act* (Ontario)..

Only one spousal benefit shall be payable pursuant to the provisions of the Plan and in case of conflicting priorities between spouses, determination of who is entitled to the spousal benefit shall be referred to the courts.

1.10 **Employee** means a member of any of the following classes of faculty and staff employed by the University:

- (1) non-faculty employees who are unionized or are exempted from union membership on the basis of either the confidential nature of their employment or their not having met an hours of work standard for union membership;
- (2) non-faculty employees who are classified as members of the University's Professional and Managerial Group; and
- (3) employees classified by the University as faculty, except any part-time faculty employee who is employed on a full-time basis elsewhere or is a member of another registered pension plan.

1.11 **Final Average Earnings** means the average, as determined by the University, of the Member's Earnings during the five years of highest Earnings after July 1, 1960 but prior to retirement; provided, however, that such period shall not include any 12-month period during which the Member did not contribute by reason of a University granted leave of absence but such year shall be replaced by a previous or subsequent year, and that Earnings in any year for which contributions are less than those paid in a year of active, full-time employment shall be annualized. Annualization shall be effected by multiplying the actual Earnings by the inverse of the fraction of Credited Service granted for that year.

For Members who elect to cease making contributions at or following normal retirement date, Final Average Earnings shall be adjusted in accordance with Section 7.02.

1.12 **Income Tax Act** means the *Income Tax Act*, Statutes of Canada and the Regulations thereunder, and where applicable includes the provisions of Information Circular 72-13R8 issued by the Department of National Revenue (now the Canada Revenue Agency), as amended or replaced from time to time.

1.13 **Member** means an Employee or former Employee who has completed the necessary enrolment forms and who has rights under the Plan or continues to be entitled to benefits under the Plan.

1.14 Money Purchase Component Account means the account in which is recorded each Member's required contributions to the Plan on and after July 1, 1971, together with money purchase contributions by the University, and his or her proportionate share of Credited Interest, as well as amounts credited to the Member by reason of required contributions to the Plan between July 1, 1960 and June 30, 1971, with the interest credited thereon, and money purchase contributions made by the University on his or her behalf, and amounts transferred to the Plan under reciprocal transfer agreements or portability provisions of the Plan providing for the crediting of service.

1.15 Moving Four Year Average Fund Return means the effective annual rate of return earned by the Trust Fund net of expenses during the preceding four Plan Years on that portion of the Trust Fund related to pensions payable, as determined by the Actuary.

1.16 Moving Five Year Average Fund Return means the effective annual rate of return earned by the Trust Fund, net of expenses, during the preceding five Plan Years on that portion of the Trust Fund related to pensions payable, as determined by the Actuary.

The calculation of the Moving Five Year Average Fund Return for a Member shall be determined as if the effective annual rate of return earned by the Trust Fund for the Plan Year in which the Member commenced to receive his or her pension benefit and each prior Plan Year was 6%.

1.17 Pension Benefits Act means the *Pension Benefits Act*, Revised Statutes of Ontario 1990, chapter P.8, and the Regulations thereunder as amended from time to time.

1.18 Pension Year means the period, commencing at the end of each Plan Year and normally of twelve months' duration, during which the adjustment of pensions will remain constant based upon the Moving Four Year Average Fund Return or the Moving Five Year Average Fund Return, as applicable.

1.19 Plan means the York University Pension Plan (amended and restated as at January 1, 2017), as amended from time to time.

1.20 Plan Year means the twelve month period commencing on each January 1 and ending on December 31.

1.21 Total Disability means a disability throughout which the Member is physically or mentally impaired so that he or she is prevented from performing the duties of employment in which he or she was engaged prior to the impairment and which:

- (1) is certified, in writing, by a medical doctor licensed in Canada or where the Member resides; and
- (2) qualifies the Member for long term salary continuance benefits under an insured plan sponsored by the University.

1.22 Trust Agreement means the agreement entered into as of January 1, 1977 between the University and the members of the Board of Trustees providing for the administration of the Trust Fund and includes any subsequent agreement.

1.23 Trust Fund means the fund established by the University for purposes of the Plan and, for

accounting purposes, will have a fiscal year end of December 31st. The Trust Fund is a single account but consists of the following notional accounts for purposes of recording different types of contributions and annuities:

- (1) "Money Purchase Component Accounts Fund" for the recording of Members' required contributions, the University's money purchase contributions, amounts transferred into the Plan under reciprocal transfer agreements, together with Credited Interest thereon.
- (2) "Additional Voluntary Contributions Fund" for the provision of additional benefits provided by voluntary contributions and the Credited Interest allocated thereon.
- (3) "Special Transferred Contributions Fund" for the provision of additional benefits provided by amounts transferred from other pension plans where the University has guaranteed that the amount transferred will be held for the provision of pension benefits or where no such guarantee has been given, and the Credited Interest allocated thereon.
- (4) "Variable Annuity Fund" for the provision of variable annuities to Members who have retired, and the Credited Interest allocated thereon;
- (5) "Minimum Guarantee Fund" for the provision of such supplementary pension benefits as may be required, and the Credited Interest allocated thereon;

and such other notional sub-accounts as the Board of Trustees may authorize from time to time for the purposes of the Plan.

- 1.24** *University* means York University as defined in the York University Act, 1965 of Ontario and amendments thereto, except that where reference is made in the Plan to any action to be taken, consent, approval or opinion to be given, or discretion or decision to be exercised or made by the University, such reference shall refer only to York University acting by its Board of Governors or any officer or officers thereof and/or any person or persons from time to time appointed, designated or authorized by the said Board of Governors so to act.
- 1.25** *Year's Maximum Pensionable Earnings* shall have the meaning given to these words by the Canada Pension Plan for all years after January 1, 1966, and for years preceding that date shall be deemed to be \$5,000. The Year's Maximum Pensionable Earnings of a Member receiving benefits from a long term salary continuance plan sponsored by the University shall be deemed to be equal to the Year's Maximum Pensionable Earnings in the calendar year in which the Member first became disabled.

Words importing the singular shall include the plural and vice versa.

Section 2 - Eligibility

2.01 Eligibility for Participation

- (1) Each Employee who is hired on a full-time:
 - (a) permanent basis on or after July 1, 2015, shall join the Plan on the first day of the month coincident with or next following his or her date of hire;
 - (b) contract basis on or after July 1, 2015, if the duration of the contract is longer than one year, may elect to join the Plan on the first day of the month coincident with or next following his or her date of hire;
 - (c) contract basis on or after July 1, 2015, if the duration of the contract is one year or less, may elect to join the Plan: (i) if the contract is renewed, on the first day of the month coincident with or next following the completion of one year of Continuous Service; or (ii) if the contract is not renewed and a successor contract is entered into, then, provided the Employee's break in Continuous Service is not greater than 4 months, on the first day of the month coincident with or next following the completion of one year of Continuous Service in the aggregate; or
 - (d) contract basis shall join the Plan on the first day of the month coincident with or next following completion of 2 years of Continuous Service unless such Employee has already become a Member of the Plan prior to such date in accordance with paragraphs 2.01(1) (b) or (c) above.
- (2) Each Employee, who is employed on a part-time basis and was not a Member of the Plan on December 31, 1987 may elect to join the Plan on the first day of the month coincident with or next following both his or her completion of 24 months of Continuous Service and his or her fulfillment of either of the following requirements in each of 2 consecutive calendar years:
 - (a) the Employee has received Earnings at least equal to 35% of the Year's Maximum Pensionable Earnings; or
 - (b) the Employee has attained at least 700 hours of employment with the University.
- (3) Notwithstanding the provisions of Section 2.01(2), a part-time non-faculty Employee who:
 - (a) was employed by the University prior to January 1, 1988;
 - (b) was classified by the University as a permanent part-time Employee who works more than 24 hours per week; and
 - (c) was not a Member of the Plan on December 31, 1987;

may elect to join the Plan on the earliest to occur of either of the events described in Section 2.01(2) or the first day of the month coincident with or next following his or her attainment of age 25.

- (4) Notwithstanding the provisions of Section 2.01(2), each part-time faculty Employee who is represented by the Canadian Union of Public Employees Local 3903 Units 1 and 2 may elect to join the Plan on the first day of the month coincident with or next following the date on which he or she has received Earnings at least equal to the September 1 Course Director rate, as specified and defined in the current collective agreements between the University and the Canadian Union of Public Employees Local 3903 Units 1 and 2, in each of two consecutive contract years. For greater certainty, a contract year is from September 1 to August 31.

2.02 Waiver of Eligibility Requirements

Notwithstanding the provisions of Section 2.01, and subject to the provisions of any applicable legislation, the University may waive the eligibility requirements for participation in the Plan for any specific Employee or group of Employees.

2.03 Re-Hired Employees

(1) Non-Pensioners

If the employment of a Member is terminated for any reason, and that person is subsequently re-employed by the University, the person will normally be treated as a new Employee for the purposes of the Plan. However, if the person had left his or her termination benefit on deposit in his or her Money Purchase Component Account, and if the University consents, the years of Credited Service established by the Employee prior to his or her date of termination may be added to the number of years in the Employee's last established period of Credited Service for the purpose of determining the value of the Employee's supplementary pension paid from the Minimum Guarantee Fund.

(2) Pensioners

If a retired Member who has commenced to receive his or her pension is re-employed by the University, the retired Member will have the following options:

- (a) his or her pension will be suspended until employment with the University is terminated, at which time his or her pension will be recomputed pursuant to provisions of this Plan to reflect additional benefits accrued to the date he or she recommences receiving his or her pension, provided that the Member makes required contributions to the Plan during the period of his or her re-employment; or
- (b) his or her pension will continue to be paid during the period of re-employment, in which case he or she will not accrue any further benefits under the Plan.

(3) CUPE 3903 Bargaining Unit Members

If the employment of a part-time faculty Employee represented by the Canadian Union of Public Employees Local 3903 Units 1 or 2 is terminated for any reason after such person has met the eligibility criteria set out in Section 2.01(4) and if such person is subsequently re-employed by the University, then, so long as his or her termination benefit with respect to the previous period of employment remains on deposit in the respective Money

Purchase Component Account,

- (a) he or she will not be required to meet the eligibility criteria under Section 2.01(4) at the time of re-employment in order to join the Plan, but instead he or she shall immediately become a Member upon rehire; and
- (b) the years of Credited Service, if any, that remain credited to such person as at his or her most recent date of termination of employment with the University will be added, upon re-employment by the University, to the Employee's future period of Credited Service for the purpose of determining the value of the Employee's supplementary pension paid from the Minimum Guarantee Fund.

For greater certainty, if such a part-time faculty Employee withdrew the termination benefit on deposit in his or her Money Purchase Component Account from the Plan on or following his or her most recent termination of employment and is subsequently re-employed by the University, he or she must meet the eligibility criteria under Section 2.01(4) to once again join the Plan and in that case he or she will be treated as a new Member for all purposes.

Section 3 - Participation

3.01 Enrolment Forms

To participate as a Member of the Plan, each eligible Employee will be required to complete, sign and deliver to the University such enrolment forms as the University may require for this purpose, including authorization to make the deduction of required contributions and if applicable, voluntary contributions, from future Earnings.

3.02 Disclosure

The University shall provide each eligible Employee with a written explanation of the terms and conditions of the Plan and amendments thereto applicable to him or her, together with an explanation of his or her rights and duties with reference to the benefits available to him or her under the terms of the Plan. The University shall further provide to each eligible Employee and Member (and to any other individual with an interest in the Plan that is recognized under the *Pension Benefits Act*) such other information, and in such manner, as may be prescribed by the *Pension Benefits Act* and by any other statute governing the payment of pension benefits to any Member.

3.03 No Withdrawal From Plan While Employed

Subject to Section 6.03, a Member of the Plan shall not be entitled to withdraw from participation in the Plan except following separation from employment with the University, nor shall the Member be permitted to withdraw all or any part of his or her required or additional voluntary contributions while a Member of the Plan.

Section 4 - Contributions

4.01 Amount of Required Member Contribution

- (1) Each Member of the Plan will be required to contribute by payroll deduction each pay period an amount equal to the sum of:
- (a) the following percentage of the Member's Earnings that are not in excess of the Year's Maximum Pensionable Earnings in respect of the following pay periods:
 - (i) 4.50% up to and including February 28, 2014;
 - (ii) 4.95% on and after March 1, 2014 and prior to September 1, 2014;
 - (iii) 5.40% on and after September 1, 2014 and prior to March 1, 2015;
 - (iv) 5.85% on and after March 1, 2015 and prior to September 1, 2015;
 - (v) 6.30% on and after September 1, 2015 and prior to March 1, 2016; and
 - (vi) 6.75% on and after March 1, 2016;

and

- (b) the following percentage of the Member's Earnings that exceed the Year's Maximum Pensionable Earnings in respect of the following pay periods:
 - (i) 6.00% up to and including February 28, 2014;
 - (ii) 6.63% on and after March 1, 2014 and prior to September 1, 2014;
 - (iii) 7.26% on and after September 1, 2014 and prior to March 1, 2015;
 - (iv) 7.89% on and after March 1, 2015 and prior to September 1, 2015;
 - (v) 8.52% on and after September 1, 2015 and prior to March 1, 2016; and
 - (vi) 9.15% on and after March 1, 2016.

(2) Contribution While Disabled

A Member who, by reason of Total Disability, is in receipt of benefits under a long term salary continuance plan sponsored by the University shall not be required to contribute during such period, but shall be deemed for the purposes of Section 4.05(1) to have made the required contributions during such period based on the deemed Earnings of the disabled Member, as defined in Section 1.08. An amount equal to the contributions deemed to have been made by the Member and the University contribution will be

deposited in the Member's Money Purchase Component Account.

(3) Maximum Member Contribution

Notwithstanding the provisions of Section 4.01(1), no Member of the Plan shall contribute or be credited with Employee contributions in any one calendar year in excess of one half of the money purchase limit for the year (as defined under the *Income Tax Act*).

4.02 Contribution While on Leave of Absence

(1) Contribution While on Irrevocable Reduced-Load Status

A Member who has elected to be placed on irrevocable reduced-load status, pursuant to the Collective Agreement between the University and the York University Faculty Association, shall make required contributions in accordance with Section 4.01(1), but shall be deemed for the purposes of Section 4.05(1) to have made contributions in amounts equal to the contributions that the Member would have been required to make had the Member not elected to be placed on irrevocable reduced-load status. An amount equal to the difference between the contribution that the Member was deemed to have made and the actual contribution made by the Member as well as the contribution required pursuant to Section 4.05(1), shall be contributed by the University and deposited in the Member's Money Purchase Component Account.

(2) Contribution While on Sabbatical Leave

A Member of the Plan who is granted sabbatical leave shall be required to make contributions in accordance with Section 4.01(1) on that portion of his or her regular salary which is continued during such sabbatical leave and shall be credited with prorated Credited Service.

Nevertheless, a Member of the Plan who is granted sabbatical leave may make contributions based on his or her unreduced Earnings and obtain the full period of Credited Service. Notwithstanding Section 4.01(3), a Member making this election shall also contribute the additional amount the University would have contributed on his or her behalf pursuant to Section 4.05(1).

(3) Contribution While on Special Leave of Absence

A Member of the Plan who obtains a leave of absence to take employment of a special short-term nature with a government or governmental agency may, upon return to active employment with the University and subject to approval by the Canada Revenue Agency, arrange to contribute to the Plan in order to obtain Credited Service for the period. In order to obtain the full period of Credited Service, the Member will contribute an amount based on the Earnings he or she would have received from the University had he or she been in active employment, and notwithstanding Section 4.01(3), the contributions the University would have made pursuant to Section 4.05(1). If the Member arranges to pay such contributions in instalments, the Member will also be required to pay Credited Interest on any outstanding amounts.

**(4) Contribution While on Leave Without Pay or With Reduced Pay -
Extended Vacations or Leave for Personal Reasons**

Except as required or permitted by a collective bargaining agreement, a Member of the Plan who is granted a leave of absence without pay or with reduced pay for extended vacation or for personal reasons may arrange to receive full Credited

Service for that period by electing to contribute to the Plan based on his or her unreduced level of Earnings, and, notwithstanding Section 4.01(3) by contributing the additional amount which the University would have contributed pursuant to Section 4.05(1) in connection with the contributions made by the Member based on his or her unreduced level of Earnings.

(5) Limitations Respecting Leaves of Absence

Where a Member of the Plan receives less than normal Earnings in a Plan Year due to an approved leave of absence, pursuant to this Section 4.02 or required to be granted by operation of law, other than a period of Total Disability, and he or she elects or is required to make contributions or the University makes contributions on his or her behalf, based on his or her unreduced Earnings, the following limitations are applicable, effective January 1, 1991:

- (a) Contributions shall only be made in relation to reduced Earnings actually received for a period during which the Member renders services to the University, unless the Member has been employed by the University for at least 36 months;
- (b) Contributions in relation to Earnings not received by the Member on and after January 1, 1991 shall not exceed five years of full-time Earnings, plus an additional three years for periods of parenting, in accordance with the *Income Tax Act*;
- (c) Contributions shall not be made in relation to Earnings not received by the Member for any period during which the Member participates in any other pension plan or deferred profit sharing plan registered under the *Income Tax Act*.

(6) Contributions While on Prescribed Leave of Absence

Subject to Section 1.07(7) and as permitted by the Pension Benefits Act and Income Tax Act, a Member shall continue making contributions in accordance with Section 4.01(1) during any leave of absence prescribed by the Employment Standards Act, 2000 (including but not limited to pregnancy or parental leave) and arrange for such contributions to be made, unless the Member advises the University that he or she is opting out of making such contributions.

4.03 Additional Voluntary Contributions

Each Member may elect to make additional voluntary contributions in respect of current service with the University for the purposes of increasing his or her pension benefits. The additional voluntary contributions will be accumulated with Credited Interest and will normally be used at retirement to provide such additional amount of pension on a money purchase basis as may be provided therewith based on the actuarial tables in force for Plan purposes at that time which shall allow for the cost of the guarantee of non-reduction of pension after retirement. Such additional voluntary contributions will be permitted up to the maximum allowable under the *Income Tax Act*.

4.04 Special Lump Sum Voluntary Contributions

A Member may deposit as a special lump sum voluntary contribution all or any portion of such amount as the Member is entitled to receive or has received as a cash refund from a tax-exempt plan for pension purposes, provided such deposit is permitted under the *Income Tax Act*. A Member may also deposit as a special lump sum voluntary contribution all or any portion of an

amount which the Member is entitled to transfer to the Plan under the *Income Tax Act*, provided the transfer complies with the requirements of the *Income Tax Act*. These amounts will be held to the Member's credit in the Special Transferred Contributions Fund.

A Member may arrange similarly for the depositing to his or her credit of special amounts, such as the transfer of his or her equity in the pension plan of a former employer, for the provision of pension benefits at retirement. The University may enter into an agreement guaranteeing the "locking in" of such amounts, if appropriate, for the provision of pension benefits. Such special lump sum transfer will also be held to the Member's credit in the Special Transferred Contributions Fund.

All such amounts, whether held in the Additional Voluntary Contributions Fund or the Special Transferred Contributions Fund, will be accumulated with Credited Interest and used at retirement to provide such additional amount of pension on a money purchase basis as may be provided therewith based on the actuarial tables in force for Plan purposes at that time which shall allow for the cost of the guarantee of non-reduction of pension after retirement.

4.05 Contributions by the University

- (1) Effective January 1, 2014, subject to Section 4.05(3), the University shall contribute to the Trust Fund in respect of the money purchase provision of the Plan an amount equal to the Members' required contributions each year.

The University contribution as described above will be credited to each Member's Money Purchase Component Account.

- (2) Subject to Section 4.05(3), the University shall contribute to the Minimum Guarantee Fund such additional amounts as may be certified by the Actuary as necessary to make provision for benefits accruing pursuant to the Plan during the current year and to make provision for the proper amortization of any initial unfunded liability or solvency deficiency in accordance with the requirements of the *Pension Benefits Act*, after taking into account the assets of the Minimum Guarantee Fund and such other factors as may be deemed relevant.

The contributions made by the University to the Minimum Guarantee Fund, in accordance with this Section 4.05(2), in any Plan Year shall not exceed the maximum amount that is permitted under the *Income Tax Act* for that Plan Year.

- (3) If at any time while the Plan continues in existence the Actuary certifies that the assets of the Minimum Guarantee Fund exceed its actuarial liabilities in respect of the benefits defined in the Plan, the amount of such excess assets, or any portion of such amount, may be used by the University to satisfy or reduce its contribution obligations under Section 4.05(2) of the Plan, taking into consideration the security of the benefits under the Plan, and subject to any limitations prescribed under the Pension Benefits Act and the Income Tax Act. Such excess assets, or any portion of such amount, may be used by the University to satisfy or reduce its contribution obligations under section 4.05(1) of the Plan only with the prior agreement of the University's Unions.

4.06 Remittance of Contributions

- (1)** The University's required contributions made pursuant to Section 4.05(1) and Section 4.05(2), and subject to 4.05(3), shall be remitted to the Trust Fund monthly, within 30 days following the month in respect of which the contributions are payable, or within such other time limits as prescribed under the *Pension Benefits Act*.
- (2)** Members' required contributions made pursuant to Section 4.01, 4.02 and additional voluntary contributions made pursuant to Section 4.03 shall be remitted to the Trust Fund by the University monthly, within 30 days following the month in which the contribution was deducted or otherwise received by the University.

Section 5 - Transfer Agreements and Portability

5.01 Reciprocal Transfer Agreements

The University may enter into reciprocal transfer agreements with other employers with respect to superannuation benefits and plans when such agreements are deemed appropriate by the Board of Governors. Such agreements shall make provision for the transfer of specific amounts, calculated in accordance with the formula in the agreement, from the fund of one plan to the fund of the other plan in return for the establishment of a period of pensionable service under the receiving plan equal to part or all of the pensionable service credited to the transferring employee in the original plan. Any balance of contributions held to the credit of the transferring employee may be dealt with in accordance with the provisions of such agreement.

The provisions of such reciprocal transfer agreements shall be subject to approval by the Financial Services Commission of Ontario and the Canada Revenue Agency and will meet the requirements of the *Income Tax Act*.

5.02 Other Forms of Agreement

The University may enter into agreement with the pension plans of other employers, subject to the provisions of the *Pension Benefits Act* and the *Income Tax Act*, with respect to the “locking in” of amounts transferred for the provision of pension benefits. After receipt by the Trust Fund these amounts may only be paid to a subsequent employer under a similar undertaking.

5.03 Portability Provision

- (1) A Member who terminates his or her employment with the University is entitled to have an amount equal to the Member’s Money Purchase Component Account with Credited Interest, plus the value of any supplementary pension to which the Member may be entitled, transferred to the registered pension plan of a subsequent employer in accordance with Section 10.01(1), subject to the provisions of the *Pension Benefits Act* and *Income Tax Act*.
- (2) A Member may arrange for the deposit to the plan of any amount available for transfer from a former employer’s pension plan in accordance with Section 5.03. A Member on whose behalf such a transfer is made may, within twelve months of the date he became a Plan Member or within twelve months of the effective date of this Section 5.03 whichever is later, request that the Member’s period of Credited Service be increased from that to which the Member would otherwise have been entitled under the provisions of the Plan. Any such increase shall be identified as “Credited Service with Another Employer”. If this increase in the Member’s period of Credited Service would result in a certifiable past service pension adjustment (as defined under the *Income Tax Act*) in respect of the Member, the increase shall not be granted prior to certification of the past service pension adjustment in accordance with the *Income Tax Act*.

- (3) A request made in accordance with Section 5.03 will be accepted by the University on the condition that the request is made in writing and that a statement satisfactory to the University is received from the employer from whose plan the funds are transferred indicating:
- (a) confirmation of the period during which the transferring employee was employed with the former employer;
 - (b) the period of credited service under the employer's pension plan from which the transfer is being made, and
 - (c) that the transfer is in full satisfaction of all remaining benefits under the employer's pension plan in respect of the period of credited service indicated in (b).
- (4) In the event that a request is accepted in accordance with Section 5.03:
- (a) the transferred amount will be considered a part of the Member's Money Purchase Component Account and not a part of the Member's Special Transferred Contributions Fund;
 - (b) the period of "Credited Service with Another Employer" shall be determined by the University upon the advice of the Actuary such that the additional actuarial liability of the Plan is equal to the transfer amount.
- (5) Notwithstanding the foregoing, the period of "Credited Service with Another Employer" shall not exceed the period indicated under Section 5.03(3)(b). In the event that the period indicated under 5.03(3)(b) is less than the period determined under Section 5.03(4)(b) above, a proportionate part of the transferred amount will be considered a part of the Member's Money Purchase Component Account and the balance of the transferred amount will be considered a part of the Member's Special Transferred Contributions Fund.
- (6) In the event of a service deficiency (i.e. the period calculated under the Section 5.03(4)(b) is less than the period determined under Section 5.03(3)(b), a Member may elect from time to time to contribute an amount in order to increase the period of "Credited Service with Another Employer" by the amount of the deficiency, or any part thereof, subject to any requirements under the *Income Tax Act*. The contribution may be made in a lump sum or by payroll deduction. The amount of Credited Service provided by such contributions shall be determined by the University, upon the advice of the Actuary, so as to provide benefits which are the Actuarial Equivalent of the contributions made by the Member. Upon payment in full by the Member of such required amount, the Member's Credited Service shall be increased accordingly. Any amount so contributed shall be included in the Member's Money Purchase Component Account and shall not be considered additional voluntary contributions.
- (7) The Member's right to a refund of transferred funds will be subject to any condition that may be attached to the fund by the transferor when the funds are accepted into the Plan.

Section 6 - Retirement Dates

6.01 **Normal Retirement Date**

The normal retirement date for a Member of the Plan will be the first day of July coincident with or next following attainment of age 65. However, a Member who retires on or after attainment of age 65, but before attainment of the normal retirement date, will receive benefits described under Section 7.03(2), as if he or she had attained the normal retirement date under the Plan.

Notwithstanding the foregoing, for the purposes of Section 16.07(2) of the Plan, normal retirement date for a Member or former Member shall mean the first day of the month coincident with or next following the date on which the Member or former Member attains age 65.

6.02 **Early Retirement Date**

A Member may elect to retire and may receive his or her pension on the first day of any month coincident with or following the attainment of age 55.

6.03 **Postponed Retirement Date**

A Member whose retirement under the Plan is postponed may elect to continue making required contributions to the Plan during such period, but not beyond the commencement of benefit payments, or to cease making required contributions to the Plan at or following his or her normal retirement date. The election of a Member to cease making required contributions to the Plan at or following normal retirement date is irrevocable and shall take effect on the first day of the month selected by the Member to cease contributions. The election of the Member to cease contributions must be made at least 2 months in advance of the first date of the month on which contributions are to cease.

Notwithstanding the foregoing, contributions must cease and benefits under this Plan must commence no later than the end of the calendar year in which the Member attains age 71 or such other time as is acceptable under the *Income Tax Act*.

Section 7 - Retirement Benefits

7.01 At Normal Retirement Date

(1) Variable Pension

A Member who retires from service with the University at normal retirement date will receive a pension, commencing on that date and payable in monthly instalments for the Member's remaining lifetime, in such amount as can be provided from the total balance to the Member's credit in his or her Money Purchase Component Account based on the actuarial tables in force for Plan purposes at that time, which shall take into account the provision for increases in pension after retirement and with respect to contributions made from January 1, 1992, the guarantee of non-reduction of pension under Section 13 of the Plan.

(2) Supplementary Pension

In addition, each Member who retires at normal retirement date will receive such amount of supplementary pension from the Minimum Guarantee Fund as may be required in each Pension Year to provide a total pension during that Pension Year equal to the minimum guaranteed benefit to which the Member is entitled during that year.

The amount of the Member's minimum guaranteed benefit, commencing at normal retirement date, will be calculated as follows:

1.4% of that portion of the Member's Final Average Earnings, determined at normal retirement date, which does not exceed the average of the Year's Maximum Pensionable Earnings for those years;
plus
1.9% of that portion of the Member's Final Average Earnings, determined at normal retirement date, which exceeds the average of the Year's Maximum Pensionable Earnings for those years;
multiplied by
the number of years (completed days as a fraction) of Credited Service as at normal retirement date.

7.02 At Postponed Retirement Date

(1) Variable Pension

A Member who retires after normal retirement date will receive a pension, commencing on that date and payable in monthly instalments for the Member's remaining lifetime, in such amount as can be provided from the balance to the Member's credit in his or her Money Purchase Component Account, based on the actuarial tables in force for Plan purposes at that time, which shall take into account the provision for increases in pension after retirement and with respect to contributions made from January 1, 1992, the guarantee of non-reduction of pension under Section 13 of the Plan.

(2) Supplementary Pension

In addition, each Member who retires after normal retirement date will receive such amount of supplementary pension from the Minimum Guarantee Fund as may be required in each Plan Year to provide a total pension during that Pension Year equal to the minimum guaranteed benefit to which the Member is entitled during that year. The amount of the Member's minimum guaranteed benefit commencing at postponed retirement date will be an amount calculated in accordance with (a) or (b) below:

- (a) If the Member elected to cease making contributions at or following normal retirement date, the minimum guaranteed benefit will be an amount calculated as at the date the Member ceased to make contributions, in accordance with Section 7.01(2), based on the Member's Final Average Earnings and Credited Service to the date the Member ceased to make contributions, then adjusted to the Actuarial Equivalent at his or her postponed retirement date.
- (b) If the Member elected to continue making required contributions after normal retirement date, the minimum guaranteed benefit will be an amount calculated in accordance with Section 7.01(2) but based on the Member's Final Average Earnings and years of Credited Service to his or her postponed retirement date.

7.03 At Early Retirement Date

(1) Variable Pension

A Member who elects to commence pension payments at an early retirement date pursuant to Section 6.02 will receive a pension, commencing on that date and payable in monthly instalments for the Member's remaining lifetime, in such amount as can be provided from the total balance to the Member's credit in his or her Money Purchase Component Account, based on the actuarial tables in force for Plan purposes at that time, which shall take into account the provision for increases in pension after retirement and with respect to contributions made from January 1, 1992, the guarantee of non-reduction of pension under Section 13 of the Plan.

(2) Supplementary Pension

In addition, each Member who elects to commence pension payments at an early retirement date pursuant to Section 6.02 will receive, each year, such amount of supplementary pension from the Minimum Guarantee Fund as may be required to provide a total pension during each Pension Year equal to the minimum guaranteed benefit to which the Member is entitled during that year.

The amount of the Member's minimum guaranteed benefit, commencing at early retirement date, will be an amount calculated as at normal retirement date in accordance with Section 7.01(2), but based on the Member's Final Average Earnings and years of Credited Service to his or her early retirement date, and reduced by 3% per year (with completed months computed as a fraction thereof), to a maximum of five years, by which his or her pension commencement date precedes the first day of the month coincident with or next following his or her attainment of age 65 and further reduced by 6% per year (with completed months computed as a fraction thereof), for each year in excess of five years by which his or her pension commencement date precedes the first day of the month coincident with or next following his or her attainment of age 65.

7.04 Benefits Arising from Voluntary and Special Lump Sum Voluntary Contributions

At retirement (whether normal, early or postponed), each Member who has made additional voluntary or special lump sum voluntary contributions (except those “locked in” by agreement) may elect to receive a refund of those contributions with Credited Interest or to receive an additional amount of pension on a money purchase basis, in the same form and commencing at the same time as the pension provided from the Plan from the Member’s required contributions, as can be provided from the total of those contributions and Credited Interest thereon based on the actuarial tables in force for Plan purposes at that time, which shall take into account the provision for increases in pension after retirement and with respect to contributions made from January 1, 1992, the guarantee of non-reduction of pension under Section 13 of the Plan.

This additional amount of pension paid under Section 7.04 will not be considered in determining the amount of supplementary pension required to provide the Member with his or her minimum guaranteed benefit.

7.05 Portability of Pension Benefits

Notwithstanding any other provision of the Plan to the contrary, a Member who retires pursuant to the provisions of Section 6 may elect to transfer the balance in his or her Money Purchase Component Account with Credited Interest to the date of retirement plus the commuted value, as determined by the Actuary of any supplementary pension to which the Member may be entitled in accordance with Section 7.01(2), 7.02(2) or 7.03(2) to a “locked-in” registered retirement savings plan or life income fund which complies with the provisions of the *Pension Benefits Act*.

Any transfer of commuted value of the supplementary pension in accordance with this Section 7.05 on and after January 1, 1989, will not exceed the maximum amount prescribed under the *Income Tax Act*, and the excess of the commuted value, plus Credited Interest, if any, over the amount transferred will be paid in cash to the Member, subject to the requirements of the *Pension Benefits Act*.

7.06 Maximum Guaranteed Benefits At Pension Commencement

Notwithstanding any other provision of the Plan to the contrary, the maximum benefit to which a Member may be entitled in the form of pension to be paid to the Member, under the minimum guaranteed benefit provisions set out in Section 7.01(2) (Supplementary Pension), including any portion of pension payable to a Member’s Spouse or former Spouse pursuant to Section 16.07, determined at the time of pension commencement, shall not exceed the years of the Member’s pensionable service (pensionable service shall have the same meaning as assigned to that term in the *Income Tax Act*) multiplied by the lesser of:

- (a) the defined benefit dollar limit under the *Income Tax Act* for that year; and
- (b) 2% of the average of the Member’s Earnings from the University in his or her 3 years of highest Earnings;

reduced, if the pension commencement date precedes the earliest of the day on which:

- (i) the Member attains age 60;
- (ii) the Member’s age plus Continuous Service is equal to 80;

- (iii) the Member completes 30 years of Continuous Service; and
- (iv) the Member becomes permanently and totally disabled;

by $\frac{1}{4}$ of 1% of 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 7.06 does not apply to additional benefits payable as a result of any Actuarial Equivalent increase due to deferral of pension commencement after age 65 nor does it apply to pension derived from a Member's additional voluntary contributions. In those cases where transferred contributions are converted to Credited Service under the provisions of a reciprocal transfer agreement or a portability arrangement, such service will be deemed service with the University for the calculation of such maximum benefits.

Section 8 - Disability Pension

8.01 Eligibility

A Member, who is also an Employee, who becomes permanently and totally disabled, and who is not eligible, nor likely to become eligible, to receive benefits under the University's long term salary continuance plan may be placed on disability pension at any time.

Permanently and totally disabled means a physical or mental impairment which prevents a Member from engaging in any employment for which he is reasonably suited by the virtue of his education, training or experience and that can reasonably be expected to continue for the remainder of the Member's lifetime and which is certified, in writing, by a medical doctor licensed in Canada or where the Member resides.

8.02 Amount of Disability Pension

A Member who becomes eligible for a disability pension will receive a benefit calculated as follows:

(1) Variable Pension

A variable pension will be payable monthly in such amount as can be provided from the total balance to the Member's credit in his or her Money Purchase Component Account based on the actuarial tables in force for Plan purposes at that time, which shall take into account the provision for increases in pension after retirement and with respect to contributions made from January 1, 1992, the guarantee of non-reduction of pension under Section 13 of the Plan.

(2) Supplementary Pension

In addition each Member who becomes eligible for a disability pension will receive each year such amount of supplementary pension from the Minimum Guarantee Fund as may be required to provide a total pension during each Pension Year equal to the Member's minimum guaranteed disability pension for that year.

The amount of the minimum guaranteed disability pension payable to a Member receiving a benefit under Section 8 will be calculated in accordance with paragraph 7.01(2), but based on his or her Final Average Earnings and years of Credited Service as of the date the Member becomes eligible for the benefit under paragraph 8.01.

(3) Form of Disability Pension

The amount of disability pension payable to the Member under this Section 8.02 shall be actuarially adjusted to reflect the normal or optional form of pension payable to the Member pursuant to the applicable provisions of Section 9.

8.03 Cessation of Disability Pension

(1) The disability pension shall cease in the event a Member in receipt of the benefit should recover from the disability and again become capable of employment deemed suitable by

the University.

- (2)** Should a Member who is deemed to have recovered sufficiently to return to active employment refuse to do so, the University may suspend the payment of the disability pension pending receipt of medical evidence satisfactory to the University of continued disability and, on continued refusal, may deem the Member to have terminated employment in accordance with Section 10.

Section 9 - Normal and Optional Forms of Pension

9.01 Normal Form of Pension

(1) **Member without Eligible Spouse**

The normal form of pension under the Plan for a Member who does not have an Eligible Spouse, or is living separate and apart from that Eligible Spouse, at the date of pension commencement is one which commences on the Member's retirement date, continues in monthly instalments for his or her lifetime and ceases with the payment due in the month in which the Member dies.

(2) **Member with Eligible Spouse**

The normal form of pension under the Plan for a Member who has an Eligible Spouse and is not living separate and apart from that Eligible Spouse at the date of pension commencement is one which commences on the Member's retirement date and is payable to the Member in monthly instalments during his or her remaining lifetime, then continuing to the Eligible Spouse, if the Eligible Spouse survives the Member, at 50% of the amount payable to the Member, during his or her lifetime. In addition, the Eligible Spouse will be eligible to receive such amount of supplementary benefit as may be necessary to provide a total pension from the Plan of not less than 50% of the deceased Member's minimum guaranteed benefit, calculated as at the date of death.

(3) **Mandatory Spousal Benefit for Pensions Commencing on and after January 1, 1988**

Where the payment of a Member's pension commences on or after January 1, 1988 and the Member has an Eligible Spouse from whom he or she is not living separate and apart at the date of pension commencement, the normal form of pension under this Plan shall be a monthly benefit payable during the life time of the Member, with 60% of the benefit continuing after the death of the Member to his or her Eligible Spouse for the lifetime of that Eligible Spouse. The amount of pension payable hereunder shall be the Actuarial Equivalent of the normal form of pension for a Member who commenced receipt of his or her pension prior to January 1, 1988 and who had an Eligible Spouse at his or her pension commencement date, as described in Section 9.01(2).

9.02 Optional Forms of Pension

In lieu of the applicable normal form of pension payable under the Plan in accordance with Section 9.01 above, a Member may elect to have the payment made on a different basis by filing with the University prior to his or her retirement date, an election on forms provided by the University for that purpose. Such election may be amended or cancelled by written notice to the University prior to the Member's retirement date. Notwithstanding the foregoing, a Member to whom the provisions of Section 9.01(3) apply may not elect to receive an optional form of pension unless:

- (1) the amount of the pension payable to the Member's Eligible Spouse following the

Member's death is not less than 60% of the benefit payable to the Member during the joint life of the Member and his or her Eligible Spouse; or

- (2) the Member delivers to the University, within the 12-month period immediately preceding the date upon which payment of the pension is to commence, the written consent of the Member's Eligible Spouse in the form prescribed under the *Pension Benefits Act*.

The Member may elect to have his or her pension paid in any optional form of pension benefit which is consistent with the *Income Tax Act*, in which case the amount of pension shall be the Actuarial Equivalent of the amount the Member would have received under the normal form had he or she been without an Eligible Spouse on his or her retirement date, as described in Section 9.01(1).

However, a Member with an Eligible Spouse on his or her retirement date may elect to have the pension paid in an optional form under which a monthly payment is payable for the remaining lifetime of the retired Member and under which payment then continues to the Member's Eligible Spouse in an amount greater than the amount which would otherwise be payable to the Eligible Spouse pursuant to Section 9.01(3), in which case the amount of pension shall be the Actuarial Equivalent of the amount the Member would have received under the normal form of pension, as described in Section 9.01(2).

9.03 Integration with Statutory Benefits

A Member who retires prior to becoming eligible to receive *Old Age Security Act* and unreduced Canada Pension Plan benefits may elect to receive an increased amount of pension from retirement to the date on which the Member is so eligible, then reducing by the amount of the *Old Age Security Act* and/or the Canada Pension Plan benefits to which the Member is entitled, as estimated at retirement date.

9.04 Application to Minimum Guaranteed Benefit

Where a Member elects one of the optional forms of benefit permitted under the Plan, for the purpose of calculating the amount of supplement payable to provide his or her minimum guaranteed benefit, the same actuarial factor used in converting the amount of the Member's Money Purchase Component Account benefit from the normal to the elected optional form of benefit will be applied to the minimum guaranteed benefit.

9.05 Additional Voluntary Contributions

A Member of the Plan who has made additional voluntary contributions or special lump sum additional voluntary contributions may elect to receive a lump sum refund of those contributions with Credited Interest, or an additional amount of pension provided on a money purchase basis in the same form and commencing at the same time as the pension provided from the Plan from the Member's required contributions, as can be provided from the amount of lump sum refund based on the actuarial tables in force for Plan purposes at that time, which shall take into account the provision for increases in pension after retirement and with respect to contributions made from January 1, 1992, the guarantee of non-reduction of pension under Section 13 of the Plan.

9.06 Death Prior to Pension Commencement, But After Retirement

In the event of the death of a Member after retirement and election of the form of pension payment, but before receipt of the first payment of pension, the death benefit payable shall be governed by the election of the Member made prior to his or her death, subject to any requirements of the *Pension Benefits Act*.

Section 10 - Benefits on Termination of Service

10.01 Terminations On or After July 1, 2012

A Member whose Continuous Service is terminated on or after July 1, 2012 other than by death, disability or retirement in the Plan, shall be entitled to elect one of the following:

- (a) to have an amount equal to the balance in the Member's Money Purchase Component Account plus the value, as determined by the Actuary (but not to exceed the limits under paragraph 8503(2)(m) of the regulations under the *Income Tax Act*), of any supplementary pension to which the Member may be entitled in accordance with Section 7, transferred to:
 - (i) the registered pension fund of a subsequent employer, provided such employer enters into an agreement with the University that such contributions will be retained for the provision of pension benefits at retirement in accordance with the *Pension Benefits Act*;
 - (ii) a "locked-in" registered retirement savings plan or life income fund which complies with the provisions of the *Pension Benefits Act*, for the provision of pension benefits at retirement; or
- (b) to leave the balance to the Member's credit on deposit in the Money Purchase Component Account and to receive such amount of deferred pension as can be provided with the balance plus Credited Interest to the date of pension commencement, plus any supplementary pension to which the Member may be entitled in accordance with Section 7.

10.02 Partial Commutation

A Member whose Continuous Service is terminated other than by death, disability or retirement after having completed 10 years of Continuous Service and attaining age 45 (taking into consideration membership in a registered pension plan of a former employer or employment with a former employer that is the subject of a portability arrangement governed by Section 5 of the Plan), shall be entitled to elect to receive a lump sum payment equal to 25% of the balance of the Member's Money Purchase Component Account, and the commuted value (such value not to exceed the limits under paragraph 8503(2)(M) of the regulations under the *Income Tax Act*) of the supplementary pension, if any, accrued in respect of Credited Service on and after January 1, 1965 and prior to January 1, 1987. Such Member may also elect to receive a lump sum refund equal to his or her own required contributions, if any, made to the Plan prior to January 1, 1965, with Credited Interest thereon, in which case the University's corresponding contributions for such period credited to the Member's Money Purchase Component Account shall be returned to the University by the December 31st of the year following the year in which the contributions were forfeited, unless used by the University to satisfy or reduce its contribution obligations under Section 4.05(1) of the Plan.

In the event that the Member elects either of the foregoing options, or both, the amount of benefit payable pursuant to Section 10.01 shall be correspondingly reduced.

10.03 Transfers of Amounts On and After January 1, 1989

Any transfers of commuted value of the supplementary pension in accordance with Section 10.01 on and after January 1, 1989 will not exceed the maximum amount prescribed under the *Income Tax Act*, and the excess of the commuted value, plus Credited Interest, if any, over the amount transferred will be paid in cash to the Member, subject to the requirements of the *Pension Benefits Act*.

10.04 Additional Voluntary Contributions

A Member whose Continuous Service is terminated other than by death, disability or retirement and who prior to termination of employment has made additional voluntary contributions and/or has deposited special lump sum voluntary contributions to his or her credit in the Plan may elect one of the following settlements with respect to such contributions and the Credited Interest thereon:

- (1) to have an amount equal to the total of such contributions with Credited Interest thereon transferred to his or her credit in the pension plan of a subsequent employer as a special lump sum voluntary payment, if that plan so permits; or
- (2) to leave such additional voluntary contributions on deposit in the Plan for the provision of such amount of pension benefit on a money purchase basis as can be provided from the balance plus Credited Interest, at the date of pension commencement, in accordance with Section 7.04 of the Plan; or
- (3) to receive a lump sum payment equal to the total of the additional voluntary and special lump sum voluntary contributions with Credited Interest thereon, subject to the provisions of Section 10.05 below; or
- (4) to transfer an amount equal to the total of such contributions with Credited Interest thereon to his or her registered retirement savings plan or registered retirement income fund.

10.05 Special Transferred Contributions

A Member whose Continuous Service is terminated other than by death, disability or retirement and who has arranged for the transfer to his or her credit of special lump sum voluntary contributions which, by agreement with a former employer, are required to be "locked-in" for the provision of pension benefits, may elect one of the following options with respect to such contributions:

- (1) to have such amount transferred to the registered pension plan of a subsequent employer, provided that employer enters into an agreement with the University that such contributions will be held for the provision of pension benefits at retirement in accordance with the *Pension Benefits Act*; or
- (2) to leave such additional voluntary contributions on deposit in the Plan for the provision of such amount of pension benefit on a money purchase basis as can be provided from the balance plus Credited Interest, at the date of pension commencement, in accordance with Section 7.04 of the Plan; or

- (3) to have such amount transferred to a “locked-in “registered retirement savings plan or life income fund which complies with the provisions of the *Pension Benefits Act*, for the provision of pension benefits at retirement.

10.06 Members on Lay-Off

For the purpose of Section 10, the employment of a Member on lay-off is not terminated until his or her rights to recall for employment have expired or until he or she resigns from employment with the University, whichever occurs first.

10.07 Grow-In

Notwithstanding any other provision in the Plan, a Member whose employment is involuntarily terminated on or after July 1, 2012 (in circumstances that are an “activating event” under Section 74 of the *Pension Benefits Act*), and whose age plus Continuous Service equal at least fifty-five (55), may be entitled to additional early retirement enhancements pursuant to the *Pension Benefits Act*, and such Member’s benefits shall be adjusted accordingly.

Section 11 - Benefits on Death

11.01 **Death Prior to Pension Commencement - Benefits Accrued Prior to January 1, 1987**

(1) **Eligible Spouse Benefit**

In the event of the death, prior to pension commencement and prior to the cessation of Continuous Service, of a Member who leaves a surviving Eligible Spouse from whom the Member was not living separate and apart at the date of death, the Eligible Spouse shall be entitled to elect to receive a benefit determined in accordance with paragraph (a) or (b) below:

(a) **Pension Benefit**

The Eligible Spouse may elect to receive a pension commencing on the first day of the month following the date of the Member's death, in an amount equal to not less than 50% of the pension which would have been payable to the deceased Member in respect of his or her Plan membership prior to January 1, 1987, had the date of death been the Member's normal retirement date.

Such pension will first be in such amount as can be provided to the Eligible Spouse from that portion of the balance in the deceased Member's Money Purchase Component Account at the date of death which accrued in respect of the Member's required contributions and corresponding University contributions made prior to January 1, 1987, with Credited Interest, and based on the actuarial tables in force for Plan purposes at that time, which shall be subject to adjustment as determined in Section 13 of this Plan.

When necessary, the Eligible Spouse will also receive such amount of supplementary pension from the Minimum Guarantee Fund as may be required to provide a total benefit during each Pension Year equal to 50% of the minimum guaranteed benefit which would have been payable to the deceased Member in respect of his or her Credited Service prior to January 1, 1987, had the date of death been the Member's normal retirement date.

The supplement required to provide the minimum guaranteed benefit will commence as of the first day of the month following the death of the deceased Member and will be payable for the Eligible Spouse's remaining lifetime.

(b) **Lump Sum Benefit**

In lieu of the pension benefit described in Section 11.01(1)(a) and subject to Section 16.09, the Eligible Spouse may elect to receive a single lump sum payment equal to the greater of:

- (i) that portion of the balance in the deceased Member's Money Purchase Component Account at the Member's death which accrued in respect of the

Member's required contributions and corresponding University contributions made prior to January 1, 1987, with Credited Interest; and

- (ii) the Actuarial Equivalent of a lifetime pension payable to the Eligible Spouse, which is equal to one-half of the amount which would have been payable to the Member in respect of his or her Plan membership prior to January 1, 1987, had the date of death been the Member's normal retirement date.

(c) **Settlement of Spousal Death Benefit**

An Eligible Spouse who is entitled to elect an option hereunder shall make such election within the 90-day period following the date on which the Eligible Spouse receives notice from the University of the benefits and options available from the Plan. If the Eligible Spouse fails to make such election within that period, he or she shall be deemed to have elected an immediate pension payable for the Eligible Spouse's lifetime, pursuant to Section 11.01(1)(a).

(2) **Spousal Waiver**

The Eligible Spouse may waive the Eligible Spouse's entitlement described in Section 11.01(1) of the Plan.

(3) **Payment to Beneficiary or Estate**

In the event of the death, prior to pension commencement, of:

- (a) a Member whose Continuous Service has not ceased but who is not survived by an Eligible Spouse pursuant to Section 11.01(1) or whose Eligible Spouse has waived the entitlement pursuant to Section 11.01(2) of the Plan; or
- (b) a Member whose Continuous Service has ceased but who elected to leave his or her required contributions on deposit in the Plan pursuant to the applicable provisions of Section 10;

the designated beneficiary of the deceased Member or, failing that, the estate of the deceased Member shall be entitled to receive a lump sum cash settlement equal to that portion of the balance in the deceased Member's Money Purchase Component Account at the date of death which accrued in respect of the Member's required contributions and corresponding University contributions made prior to January 1, 1987, with Credited Interest.

**11.02 Death Prior to Pension Commencement -
Benefits Accrued on and after January 1, 1987**

(1) **Amount of Benefit**

In the event of the death of a Member prior to pension commencement, the deceased Member's surviving Eligible Spouse from whom the Member was not living separate and apart at the date of death, shall be entitled to receive a death benefit equal to:

- (a) that portion of the balance in the deceased Member's Money Purchase Component Account at the date of death which accrued in respect of the Member's required contributions and corresponding University contributions made on and after January 1, 1987, with Credited Interest; and

- (b) the amount, if any, by which 100% of the commuted value of the Member's supplementary pension from the Minimum Guarantee Fund, if any accrued under the Plan in respect of his or her Credited Service on and after January 1, 1987 and determined in accordance with the provisions of Section 7.01(2), Section 7.02(2) or Section 7.03(2), whichever is applicable, exceeds the amount described in Section 11.02(1)(a).

Notwithstanding the foregoing, in the event that:

- (i) the Member does not leave a surviving Eligible Spouse;
- (ii) the Member and his or her surviving Eligible Spouse were living separate and apart at the date of the Member's death; or
- (iii) the Member and his or her Eligible Spouse have waived the Eligible Spouse's entitlement under this Section 11.02(1) in the form and manner prescribed under the *Pension Benefits Act*;

the designated beneficiary of the deceased Member or, failing that, the estate of the deceased Member shall be entitled to receive the value of the benefit determined under this Section 11.02(1) in a single lump sum.

The death benefit payable pursuant to this Section 11.02(1) shall be in addition to any benefit payable pursuant to Section 11.01.

(2) Settlement of Spousal Death Benefit

Subject to Section 16.09, the surviving Eligible Spouse of a Member who is entitled to a death benefit pursuant to Section 11.02(1) may elect to receive payment of that death benefit in the form of:

- (a) a single lump sum payment; or
- (b) an immediate or deferred life annuity payable for the Eligible Spouse's lifetime, with or without a guarantee period, provided, however, that any guarantee period shall not exceed 15 years.

An Eligible Spouse who is entitled to elect an option hereunder shall make such election within the 90-day period following the date on which the Eligible Spouse receives notice from the University of the benefits and options available from the Plan. If the Eligible Spouse fails to make such election within that period, he or she shall be deemed to have elected the immediate pension payable pursuant to Section 11.02(2)(b) without a guarantee period.

The election by the Eligible Spouse of the form of the death benefit pursuant to Section 11.02(1) shall be consistent with the election of the form of death benefit payable to the Eligible Spouse under Section 11.01(1)(a) or 11.01(1)(b), as applicable, subject to any requirements of the Pension Benefits Act.

11.03 Death Prior to Pension Commencement - Dependent Children's Benefit

In the event of the death of a Member before pension commencement, if the deceased Member is survived by children who have not yet attained the age of 18, a dependent children's benefit will be payable in addition to any benefit payable pursuant to Section 11.01 or 11.02.

The total monthly amount of the dependent children's defined benefit payable from the Minimum Guarantee Fund will be equal to .00833 multiplied by the deceased Member's annual rate of Earnings as of the date of his or her death, subject to a maximum benefit of \$300 a month. The benefit payable, or a pro rata share thereof on behalf of each surviving eligible child, will be paid to the legal guardian of each such child up to and including the month of attainment of age 18 or earlier death. Upon cessation of payment on behalf of a child, the benefit payable to the other surviving dependent children, if any, will be re-calculated so that the total amount is redistributed equally among the surviving dependent children.

11.04 Death After Pension Commencement

In the event of the death of a Member following pension commencement, benefits will be payable to the Member's Eligible Spouse, designated beneficiary, joint annuitant or estate, whichever is applicable, in accordance with the provisions of the normal or optional form of pension elected by the Member.

11.05 Benefit from Voluntary Contributions

(1) Prior to Retirement

In the event of the death prior to pension commencement of a Member who has made additional voluntary contributions and/or special lump sum additional voluntary contributions to the Plan, there shall be payable to the beneficiary designated by the deceased Member in accordance with Section 12.01 a settlement equal to the total amount of such contributions with Credited Interest thereon. If the Eligible Spouse is the designated beneficiary, the Eligible Spouse may elect to receive the benefit in the form of a variable annuity which will remain constant during the balance of the Pension Year but which will be subject thereafter to adjustment as determined in Section 13 of this Plan.

(2) Following Pension Commencement

In the event of the death following pension commencement of a Member who has made additional voluntary contributions and/or special lump sum voluntary contributions to the Plan, benefits will be payable in accordance with the form of benefits elected by the Member prior to retirement.

Section 12 - Designation of Beneficiary and Payment of Lump Sum Death Benefits

12.01 Designation of Beneficiary

A Member may, by written notice to the University during his or her lifetime, designate a beneficiary to whom, in the event of the death of such Member, shall be paid any lump sum death benefits owed under the Plan pursuant to Sections 11.01, 11.02, 11.04 and 11.05. Provided there are no legal or other restrictions to the contrary, the Member may from time to time revoke or alter any designation without the consent of the former beneficiary. Each written notice shall be given in a form and executed in a manner as the University, in its sole discretion, from time to time determines.

The rights of any designated beneficiary hereunder shall be subject to the rights of any surviving Eligible Spouse as described in Sections 9.01(3), 11.01(1) and 11.02.

12.02 Eligible Spouse

Subject to the provisions of Section 11.02(2), if the designated beneficiary is the deceased Member's Eligible Spouse, the Eligible Spouse may elect, by written notice filed with the University within 90 days of receiving an option statement, that settlement of any death benefits ordinarily payable in a lump sum be made in the form of an immediate or deferred life annuity that commences before the Eligible Spouse attains age 71 or within one year of the Member's death, if later (or such other time as is acceptable under the *Income Tax Act*), which is either fixed or variable in amount and which is with or without a guaranteed period. The Eligible Spouse of former Spouse may also elect to have the lump sum amount transferred directly on his or her behalf to a registered retirement savings plan or a registered retirement income fund.

In all other cases the death benefit shall be paid as a lump sum.

12.03 Lack of Designated Beneficiary

If on the death of a Member, there is no designated beneficiary, or the designated beneficiary has predeceased the Member, any benefits which may be payable shall be paid to the deceased Member's estate. Such settlement shall be made in a single lump sum.

12.04 Death of Beneficiary after Payments Commence

If a designated beneficiary who is entitled to receive benefit payments as a result of the death of a Member should die before the end of any guaranteed payment period, the balance of the payments shall be paid to the estate of the designated beneficiary, in a single lump sum equal to the commuted value of such payments as determined by the Actuary.

Section 13 - Adjustment of Pensions

13.01 Adjustment and Non-Reduction of Pensions

- (1) Pensions which first became payable prior to January 1, 2015 under Sections 7.01, 7.02, 7.03, 7.04, 8.02, 9, 11.01(1)(a) and 11.02(2)(b), whichever is applicable, will be subject to adjustment, as determined by the Actuary, at the commencement of each Pension Year, starting with the Pension Year subsequent to the year in which the pension begins to be paid. The percentage adjustment is determined by the following formula:

$$\left[\frac{(1 + A)}{(1 + B)} - 1 \right] \times 100\%$$

where:

A is the Moving Four Year Average Fund Return at the commencement of each Pension Year, expressed as a decimal to six places; and

B is 0.06.

- (2) Pensions which first became payable on and after January 1, 2015 under Sections 7.01, 7.02, 7.03, 7.04, 8.02, 9, 11.01(1)(a) and 11.02(2)(b), whichever is applicable, will be subject to adjustment, as determined by the Actuary, at the commencement of each Pension Year, starting with the Pension Year subsequent to the year in which the pension begins to be paid. The percentage adjustment is determined by the following formula:

$$\left[\frac{(1 + A)}{(1 + B)} - 1 \right] \times 100\%$$

where:

A is the Moving Five Year Average Fund Return at the commencement of each Pension Year, expressed as a decimal to six places; and

B is 0.06.

- (3) Notwithstanding the provisions of Sections 13.01(1) and 13.01(2), in the event that the amount of pension payable under Section 7.01, 7.02, 7.03, 7.04, 8.02, 9, 11.01(1)(a) or 11.02(2)(b), whichever is applicable, as adjusted at the commencement of any given Pension Year is less than the amount of pension paid in the previous Pension Year, the amount of pension paid shall not be reduced, but shall remain the same as that paid in the previous Plan Year.

Section 14 - Trust Fund

14.01 Continuation of Fund

The University will continue the operation of a Trust Fund in accordance with the provisions of the Trust Agreement entered into between the University and the Board of Trustees as of January 1, 1977.

14.02 Board of Trustees

Administration of the Trust Fund shall be vested in a Board of Trustees, comprised of persons appointed by the University who may be, but need not be, Members of the Plan, and each of whom shall be resident in Canada, and who meet the requirements of the *Pension Benefits Act* and the *Income Tax Act*.

As at July 1, 2016, the Board of Trustees is comprised of:

- (1) three members of the Board of Governors of the University;
- (2) three members of the administration recommended by the President of the University, one of whom shall be the nominee of the York University Confidential, Professional and Managerial Employees Association;
- (3) two members of the York University Faculty Association, as recommended by that Association;
- (4) two members of the York University Staff Association, as recommended by that Association;
- (5) one member each from the Canadian Union of Public Employees Local 3903, the Canadian Union of Public Employees Local 1356, the Canadian Union of Public Employees Local 1356-1, and the International Union of Operating Engineers Local 796, as recommended by the respective Union.
- (6) one member from the Osgoode Hall Faculty Association, as recommended by that Association; and
- (7) one member from the York University Retirees Association.

The University shall appoint a Chairperson from the Board of Trustees to preside at meetings, and a Vice-Chairperson to act in the absence of the Chairperson. The Board of Trustees shall appoint a Secretary to keep minutes of its proceedings, prepare and countersign official documents, and discharge such other duties as may be assigned by the Board of Trustees or the Chairperson.

14.03 Responsibilities of Trustees

The Trust Fund will be administered by the Board of Trustees in accordance with the terms of the Trust Agreement, but will be subject to the provisions of the Pension Benefits Act with respect to the investment of such funds.

A copy of the Trust Agreement may be examined by a Member of the Plan at any reasonable time in the office of the Secretary of the University.

The Board of Trustees' powers and responsibilities shall include, but not be limited to, the following:

- (1) to approve the Statement of Investment Policies and Procedures (SIP&P) for the Trust Fund, asset classes and target allocations for the asset mix policy, manager structure, and other investment policies that are reasonable and necessary to provide for the prudent investment of the Trust Fund;
- (2) to appoint/terminate and monitor the Plan's investment managers, custodian, auditor, Actuary, and other independent professional advisors, as required;
- (3) to approve the annual operating budget for investment expenses and monitor expenses relative to the budget;
- (4) to monitor fund and asset class performance, asset mix and manager allocations, compliance with the SIP&P and all other investment policies, and achievement of Trust Fund objectives; and
- (5) to monitor compliance of the Sub-Committee on Investment Performance with its Terms of Reference.

14.04 Deposit

All contributions by Members and by the University for the provision of benefits under the Plan will be deposited in the Trust Fund.

14.05 Payment of Benefits

All benefits will be paid from the Trust Fund; provided, however, the University may, in its sole discretion, direct the Board of Trustees to purchase an annuity from an insurance company licensed to do business in Canada in lieu of the payment of any benefit directly from the Trust Fund.

14.06 Expenses

All direct expenses with respect to the operation or administration of the Plan and the Fund will be payable from the Trust Fund unless the University elects to pay such expenses.

14.07 Appointment of Actuary

The Board of Trustees shall appoint an Actuary who shall report annually to the Board of Trustees upon the condition of the Trust Fund and any action which may be necessary or desirable to safeguard the same or improve its operation.

Section 15 - Administration of Plan

15.01 Responsibility for Administration

The administrator of the Plan shall be the University which shall be responsible for all matters relating to the administration of the Plan and may delegate such matters as it deems appropriate to be performed by one or more agents. The University shall decide conclusively all matters relating to the operation, interpretation and application of the Plan.

15.02 Records

The University shall be responsible for keeping records with respect to the Members, including all data necessary to determine the benefits to which each Member may be entitled. The records of the University shall be deemed to be conclusive of the facts contained therein and shall be binding upon all Plan Members.

The University shall notify the Board of Trustees of all claims against the Trust Fund and shall document such claims as necessary. The University shall record the source of all contributions to the Plan and transmit such contributions as are received to the Trust Fund within the time limits specified in the *Pension Benefits Act*. All communications from Members concerning their benefits, privileges and responsibilities under the Plan shall be dealt with by the University and, when necessary, these shall be transmitted through the Board of Trustees.

15.03 Payment of Benefits

The University shall be responsible for the validation of all claims against the Trust Fund, including the obtaining of all necessary declarations, certificates or other evidence of any condition or thing whose determination is required for the proper administration of the Plan. The University shall be empowered to recommend to the Board of Trustees that in any case where such evidence is not presented, benefits otherwise payable under the Plan should be deferred or indefinitely suspended until such time as the necessary declaration, certificates or other evidence is provided at which time payments will commence and will be made retroactive to the date of the deferral.

15.04 Incompetency

In any case where a person entitled to any benefit payable under the Plan is incompetent to act on his or her own behalf, the benefit shall be paid to the Member's legally appointed committee or trustee.

Section 16 - General Provisions

16.01 Proof of Age

No payment of pension benefits shall commence to any Member, Eligible Spouse or dependent child of a deceased Member until satisfactory proof of age has been furnished to the University. Should a Member elect a joint and survivor option, proof of age of the joint annuitant must also be furnished before payment of the pension can commence. Upon furnishing satisfactory proof of age, any deferred payment shall be made retroactively.

16.02 Non-Assignability and Non-Commutability of Benefits

Except as specifically provided by the *Pension Benefits Act*, assets held in the Trust Fund under the terms of this Plan shall not be given as security or be subject to anticipation, assignment, alienation, sale, transfer, pledge, encumbrance, garnishment or charge or to attachment or other legal process for the collection of the debts of any Member. The Plan provisions shall not be construed to confer upon any Member, beneficiary, personal representative or dependent or any other person any right or interest in the assets of the Trust Fund which is capable of being surrendered or commuted except as specifically provided for in the Plan.

16.03 Employment Rights

Participation in the Plan shall not enlarge upon or establish any rights to employment with the University which the Member did not formerly possess as an Employee of the University.

16.04 Form of Notice

Any notice or election to be made or given for any purpose of the Plan, whether by a Member or by the University, shall be made, given or communicated, as the case may be, in such manner as the University shall determine and in accordance with any applicable legislation.

16.05 Small Benefits

Notwithstanding any other provision of the Plan, in the event:

- (1) the annual pension to which any Member is entitled at normal retirement date pursuant to Section 7.01 plus any other locked-in contributions, does not exceed 4% of the Year's Maximum Pensionable Earnings in the year of the Member's termination of employment, or
- (2) the balance of the Member's Money Purchase Component Account, the commuted value of the supplementary pension, if any, plus any other locked-in contributions to which the Member is entitled, is less than 20% of the Year's Maximum Pensionable Earnings in the year of the Member's termination of employment, or
- (3) such larger amount as may be permissible from time to time,

the University may, in its sole discretion, authorize that such benefit be payable quarterly, in an amount which is the Actuarial Equivalent thereof, or that it be paid in a single lump sum equal to the balance of the Member's Money Purchase Component Account and the commuted value

(such value not to exceed the limits under paragraph 8503(2)(m) of the regulations under the *Income Tax Act*) of the supplementary pension, if any, to which the Member is entitled.

16.06 Maximum Guaranteed Benefits in Subsequent Years

The maximum lifetime pension payable under the defined benefit provision of the Plan in each calendar year subsequent to the calendar year in which a Member's pension commences shall be determined as the maximum lifetime pension payable under the defined benefit provision of the Plan in accordance with the *Income Tax Act* multiplied by the ratio of:

- (1) the average of the Consumer Price Index, as defined in the *Income Tax Act*, for the twelve months ending September 30 of the immediately preceding calendar year to
- (2) the average of the Consumer Price Index, as defined in the *Income Tax Act*, for the twelve months ending September 30 in the calendar year immediately preceding the calendar year in which the Member's pension commenced.

16.07 Treatment of Benefits on Marriage Breakdown

(1) Support Obligations

Upon the breakdown of a Member's spousal relationship, payments under the Plan are subject to execution, seizure or attachment in satisfaction of an order for support or maintenance enforceable in Ontario or another relevant jurisdiction, to a maximum of one-half of the money payable.

(2) Division of Property

Upon the breakdown of a Member's spousal relationship, the Member may assign up to and including 50% of the pension benefits accrued by the Member under the Plan during the spousal relationship, calculated in accordance with the requirements of the *Pension Benefits Act*, to the party to a domestic contract, court order or family arbitration award.

If a domestic contract or court order granting a party interest in the Member's pension benefits was made before January 1, 2012, the party is entitled to receive his or her share of the Member's pension benefits in accordance with the *Pension Benefits Act*.

If a domestic contract, court order or family arbitration award granting a party interest in the Member's pension benefits was made on or after January 1, 2012, the party is entitled to receive his or her share of the Member's pension benefits pursuant to the *Pension Benefits Act* and in accordance with the following:

- (a) if the Member's pension has not yet commenced as at the date of separation, and the *Pension Benefits Act* so prescribes, as an immediate lump sum amount that must be transferred on a locked-in basis to a vehicle prescribed under the *Pension Benefits Act*, or
- (b) if the Member's pension is already in pay as at the date of separation, as a portion of the Member's monthly pension payments, or, as otherwise prescribed under the *Pension Benefits Act*.

Once the party to the domestic contract, court order or family arbitration award receives his or her share of the Member's pension, the value of the Member's or former Member's pension benefits will be adjusted to reflect the election of such option. This adjusted value

will be used to determine the pension payable under Section 7.01, 7.02, 7.03, 9.01, 9.02 or 9.03, 10.01, 10.02, 11.01 or 11.02 of the Plan, as applicable.

If the Member is already in receipt of a joint and survivor pension at the date of separation, the Member's former spouse may waive his or her entitlement to the survivor pension and the Member's pension shall thereafter be adjusted to the normal form of pension for a Member without an Eligible Spouse, payable to the Member for the remainder of his or her life only. To waive the survivor benefit, the former spouse must submit the prescribed waiver form, a certified copy of a domestic contract, court order or family arbitration award that explicitly provides for the waiver, and complete any other steps or documentation as may be required by the University or the *Pension Benefits Act*.

16.08 Construction

The provisions of this Plan shall be construed, governed and administered in accordance with the laws of the Province of Ontario.

16.09 Transfer of Lump Sum Payments

A surviving Eligible Spouse, a Member or a former Member who is entitled to a lump sum payment in accordance with Sections 10.04(3), 11.01(1)(b), 11.02(2), 11.05(1), 16.05 or 16.10 may elect to have the lump sum amount transferred directly to a registered retirement savings plan established in accordance with the *Income Tax Act* or a registered retirement income fund established in accordance with the *Income Tax Act*. If the Eligible Spouse, a Member or a former Member, as applicable, does not make such an election within the time provided under the *Pension Benefits Act*, the University will pay the amount in cash.

Any transfer of commuted value of the supplementary pension to a Member or former Member in accordance with this Section 16.09 will not exceed the maximum amount prescribed under the *Income Tax Act*, and the excess of the commuted value, plus Credited Interest, if any, over the amount transferred will be paid in cash to the Member, subject to the requirements of the *Pension Benefits Act*.

16.10 Shortened Life Expectancy

Where a former Member or retired Member establishes, by a written statement from a qualified medical doctor, that he or she has an illness or physical disability that is likely to shorten the Member's life expectancy to less than two years, he or she may elect to convert the pension to a lump sum payment, in accordance with the prescribed conditions under the *Pension Benefits Act* and subject to the *Income Tax Act*.

Section 17 - Future of the Plan

17.01 Continuation of Plan

The University intends to maintain indefinitely the Plan in force but, nevertheless, reserves the right to amend or discontinue the Plan, in whole or in part, at any time or times, as the Board of Governors, in its absolute discretion, may determine.

17.02 Amendment of Plan

No amendment to the Plan shall operate to reduce the benefits or any supplementary pension in respect of those benefits accrued under the Plan to the Members prior to the date of such amendment nor shall such action entitle the University to recover any contributions whatsoever made by the University to the Trust Fund prior to the date of such amendment.

Where an amendment or an event to the supplementary pension provision of the Plan results in a certifiable past service pension adjustment (as defined under the *Income Tax Act*) in respect of a Member, the amendment or event shall not apply to such Member prior to certification of the past service pension adjustment in accordance with the *Income Tax Act*.

17.03 Discontinuance of Plan

In the event of discontinuance of the Plan for any reason, the University shall not be able to recover any sums paid to the date thereof, nor shall the University be obliged to make any further contributions to the Plan with respect to the service of Members after the date of such discontinuance. The assets of the Trust Fund shall be distributed in accordance with the provisions of the *Pension Benefits Act* for the benefit of Members, retired Members, Members entitled to deferred vested benefits, their respective estates, beneficiaries and joint annuitants in such equitable manner as may be determined by the University in consultation with the Actuary. Such benefits may be provided through the continuation of the Trust Fund, the establishment of a new Trust Fund for the purpose, or through the purchase of deferred or immediate annuity contracts.

17.04 Statutory Requirement

In the event of wind-up of the Plan, the provision of all benefits shall be subject to the provisions of the *Pension Benefits Act*. If there should remain assets in the Trust Fund after the maximum benefits as described in Section 7.06 have been provided and any *Income Tax Act* requirements respecting certifiable past service pension adjustments have been met, such assets shall revert to the University subject to the receipt of the prior written approval of the Financial Services Commission of Ontario.

|

Appendix B

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YORK UNIVERSITY PENSION PLAN

Restatement as at January 1, 2017

CERTIFIED to be a true and complete copy
of the text of York University Pension Plan as at
[date], adopted by the Board of Governors of
York University at a meeting held on [date].

Date: _____

Signature: _____

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Introduction

York University established a Pension Plan for its faculty and staff members as of July 1, 1960.

On January 1, 1966, contributions to the Plan and benefits under the Plan were adjusted in order to reflect the integration of the Plan with the Canada Pension Plan.

On July 1, 1971, provision was made for the purchase of retirement benefits from required contributions on a "money purchase" basis, with each Member of the Plan receiving benefits provided from his or her own contributions, matching University contributions and credited interest. As of July 1, 1971, credited interest became defined as the rate of return that can be reasonably attributed to the operation of the Trust Fund, based on the interest, dividends and capital gains and losses, both realized and unrealized, earned by the Trust Fund during the year, less the administrative expenses incurred in the operation of the Trust Fund. In addition to the "money purchase" benefit, each Member of the Plan was guaranteed a minimum pension benefit based on the average earnings in the five years when those earnings were highest.

The Plan was amended effective July 1, 1975 to remove limits on Members' required contributions to the Plan and to amend the spousal benefit to apply to eligible spouses, rather than to widows only.

As of January 1, 1977, individual trustees replaced Canada Permanent as trustee(s) of the Trust Fund. Canada Permanent remained the custodian of the Trust Fund.

The Plan was amended and restated effective July 1, 1983 to revise the basis for determination of optional forms of pension, to require a signed waiver by an eligible spouse if a married Member wished to elect an optional form of pension, to clarify the leave-of-absence provisions and to make certain changes to the pre-retirement death benefits.

As of July 1, 1984, the Plan was amended to improve the minimum guarantee formula and to make provision to adjust pensions payable under the Plan, based on the moving four year average of the Trust Fund rate of return. The minimum guarantee formula was again improved as at July 1, 1985 and permanent part-time employees working more than 24 hours per week were permitted to participate in the Plan.

The Plan was further revised effective July 1, 1987 to permit portability of benefits at retirement, to revise reductions for early retirement pensions and to remove reductions for pensions commencing from age 65, but prior to normal retirement date. The adjustment of the rate of return for pensions and accumulations in respect of former Members who terminated employment prior to July 1, 1971 was also implemented.

The Plan was amended and restated effective January 1, 1988 to incorporate amendments approved by the University and to incorporate changes in order to comply with the provisions of the *Pension Benefits Act*, 1987 (Ontario).

The Plan was revised effective May 1, 1989 to ensure that Members who are on revocable reduced-load status or irrevocable reduced-load status are provided pension benefits as though such Members were on full-load.

Effective September 1, 1991, the Plan was amended to increase the monthly dependent children's benefit from a maximum of \$200.00 to a maximum of \$300.00 and to remove the special pension reduction for a surviving spouse who is more than 10 years younger than the Plan Member for Members who died after April 30, 1989.

The Plan was restated effective January 1, 1992 to incorporate changes required as a result of amendments to the *Income Tax Act* (Canada) and the regulations thereunder and to incorporate amendments approved by the University.

[The Plan was revised to extend survivor pension benefits to eligible same-sex spouses of Member who retire or die on or after April 23, 1998.](#)

Commented [AK1]: Expanded history below to account for the amendments that have been consolidated into this restatement

[Effective April 1, 2004 the Plan was amended to reflect changes in the membership of the Board of Trustees.](#)

[Effective January 1, 2005 the Plan was revised to permit employees on leave without pay to contribute to the Plan.](#)

[The Plan was amended effective January 1, 2007 to reflect the *Income Tax Act* \(Canada\) provision that benefits must commence no later than the end of the year in which the Member reaches age 71.](#)

[Effective September 1, 2009, the Plan was amended to reflect a change in the name of the Canadian Union of Educational Workers to the Canadian Union of Public Employees Local 3903, and to reflect a change in the eligibility requirements for certain Employees.](#)

[The Plan was further amended effective January 1, 2012 and July 1, 2012 to comply with the *Pension Benefits Act* \(Ontario\). An amendment to the Plan effective January 1, 2014, incorporates changes agreed to by the University and the York University All-Union Pension Group.](#)

[The Plan was amended effective January 1, 2015 to credit service for certain contract employees who are members of the Canadian Union of Public Employees Local 3903. Effective July 1, 2015 it was further amended to address contract Employees' eligibility for joining the Plan; the form of death benefit payable to a surviving spouse; Members' ability to make an irrevocable election to cease making required contributions to the Plan after normal retirement date; and to clarify the maximum supplementary pension benefit available in accordance with the *Income Tax Act* \(Canada\).](#)

[The Plan is hereby amended and restated effective January 1, 2017 to incorporate all amendments made to the Plan since the last restatement and to ensure that Plan's provisions are compliant with all applicable legislation.](#)

Unless stated otherwise, the terms of the Plan as restated shall apply to Members who retire, terminate employment or die on and after January 1, ~~1992~~2017 and the benefits of Members who retired, terminated employment or died prior to this date shall be determined by the terms of the Plan in effect at the time of that event.

This restatement is subject to the acceptance and continued registration of the Plan pursuant to the *Income Tax Act* (Canada) and the *Pension Benefits Act* (Ontario).

The University will continue to monitor legislation and changing practices in the field of retirement saving in order to maintain for Plan Members a high standard of pension benefits at a reasonable cost.

Section 1 - Definitions

The following words and phrases, for the purposes of the Plan, have the respective meanings given below, unless the context clearly requires a different meaning:

- 1.01** *Actuary* means the actuary or the firm of actuaries appointed by, but independent of, the Board of Trustees for the purposes of the Plan, who is, or one of whose members is, a Fellow of the Canadian Institute of Actuaries.
- 1.02** *Actuarial Equivalent* means an actuarially equal value computed at the rate of interest and using the actuarial tables recommended by the Actuary and in force for Plan purposes at the relevant time. Actuarial Equivalent values shall be calculated in a manner consistent with the provisions of the *Pension Benefits Act* and the *Income Tax Act*.
- 1.03** *Board of Governors* means the Board of Governors of the University.
- 1.04** *Board of Trustees* means the Board of Trustees appointed in the manner prescribed under Section 14.02 for the purposes of the Plan.
- 1.05** *Continuous Service* means unbroken employment with the University including vacation periods, authorized sick leave, periods of leave of absence duly authorized by the University, or other periods of temporary suspension of employment authorized by the University or prescribed by the applicable regulatory authorities.

The Continuous Service of a Member on a lay-off of employment is deemed not to be broken until his or her rights to recall for employment have expired or until he or she resigns from employment with the University, whichever occurs first.

- 1.06** *Credited Interest* means the rate of return that can reasonably be attributed to the operation of the Trust Fund, based on the interest, dividends and capital gains and losses, both realized and unrealized, earned by the Trust Fund during the Plan Year, less the administrative expenses incurred in the operation of the Trust Fund.

Credited Interest shall be calculated and applied to each Member's Money Purchase Component Account and [accounts of the Additional Voluntary Contributions Fund and Special Transferred Contributions Fund](#), if any, from the first day of the month following the month in which the contribution was made to the first day of the month in which payment is made from the Trust Fund to, or in respect of, that Member.

If the value of a Member's Money Purchase Component Account and voluntary contributions must be calculated part way through a Plan Year, Credited Interest shall be applied for the completed portion of that Plan Year at the most recently calculated rate of return that can reasonably be attributed to the operation of the Trust Fund. Credited Interest shall be allocated no less frequently than annually.

1.07 Credited Service means, with respect to each Member, the period of Credited Service, if any, to his or her credit as of June 30, 1971, plus the total number of years and fractions of years of Continuous Service after June 30, 1971 credited to the Member by the reason of the following:

- (1) A full year of Credited Service shall be credited to the Member for each year in which the Member contributes or the University contributes on the Member's behalf at the full rate required by Section 4.01(1) of the Plan, taking into consideration the provisions of Section 4.01(3), based on Earnings for that year;
- (2) A fraction of a year of Credited Service shall be credited to the Member for a Plan Year in which the Member contributes or the University contributes on the Member's behalf at a rate less than the full rate required by Section 4.01(1) of the Plan, taking into consideration the provisions of Section 4.01(3), based on Earnings for that year, such fraction being found by dividing the Member's actual contributions by his or her normal contributions, based on Earnings for that year;
- (3) A fraction of a year of Credited Service shall be credited to a Member who is a part-time Employee ~~found~~calculated by dividing the Member's actual contributions by the contributions he or she would normally be required to make to the Plan if his or her rate of pay were adjusted to a full-time normal basis;
- (4) Any period of Total Disability;
- (5) Effective for injuries occurring on and after January 2, 1990, any period of absence that is not already included in (4) above due to an injury or recurrence of that injury in respect of which the Member is entitled to receive benefits under the Workers' Compensation Act within the 12 month period following the date of the injury, provided he or she continues to make required contributions during the absence;
- (6) Any period during which the Member has elected to be placed on irrevocable reduced-load status pursuant to the Collective Agreement between the University and the York University Faculty Association;
- (7) Credited Service also includes any period of unpaid leave of absence required by law to be granted ~~in respect of, including but not limited to~~ maternity or parental leave that commences on or after December 20, 1990 unless the Member provides written notice to the University that he or she will discontinue making required contributions during the absence.
- (8) Notwithstanding the foregoing, effective January 1, 2015, twelve (12) months of Credited Service shall be credited to a Member for each Plan Year where the Member:

- (a) is a Member as at January 1st of the Plan Year;
- (b) is employed by the University on a contract basis;
- (c) is a member of the Canadian Union of Public Employees Local 3903; and
- (d) teaches a minimum of 3.5 full-time course equivalents at the University in the Plan Year over a period of less than 12 months.

Credited Service also includes any prior period of service with the University as may be designated by the University pursuant to Section 2.04.

Notwithstanding the foregoing, in calculating the Member's pension benefit payable from the Plan, only those periods of eligible service permitted under the *Income Tax Act* will be included in the calculation.

1.08 **Earnings** for any period means the amount of cash remuneration in respect of employment, other than honoraria, payments for overload teaching and T4 Other Earnings, as determined by the University for the purposes of the Plan. For the purpose of determining the amount of required contributions to the Member's Money Purchase Component Account, Earnings shall mean the Member's actual cash remuneration, not his or her annualized remuneration, as determined by the University in the aforementioned manner.

The Earnings of a Member who commences receiving benefits from a long term salary continuance plan sponsored by the University on or after July 1, 1985 shall be deemed to be equal to the Earnings that would have been received had he or she remained in active employment with the University in the position held just prior to becoming disabled. However, the total of all deemed increments in Earnings for such Member shall not exceed the increment in the Consumer Price Index (Canada) from the Member's disability date to the date of the adjustment.

The Earnings of a Member who commenced receiving benefits from a long term salary continuance plan sponsored by the University prior to July 1, 1985 as outlined in the relevant collective agreements between the University and the bargaining representatives of certain employee groups shall be deemed, starting on July 1, 1985, to be equal to the Earnings that would have been received by the Member had he or she remained in active employment with the University in the position held immediately prior to becoming disabled. However, the total of all deemed increments in Earnings for such Member shall not exceed the increment in the Consumer Price Index (Canada) from the Member's disability date to the date of the adjustment.

Notwithstanding the foregoing, the Earnings of a Member who has elected to be placed on revocable reduced-load status, pursuant to the Collective Agreement between the University and the York University Faculty Association, shall be deemed to be equal to the Earnings that would have been received by the Member had he or she not elected to be placed on revocable reduced-load status.

1.09 **Eligible Spouse** means, in relation to a Member, a person who, at the time a determination of marital status is required:

- (1) is married to the Member; or

- (2) is not married to the Member but is living with the Member in a conjugal relationship;
- (a) continuously for a period of time not less than three years; or
 - (b) of some permanence, if the Member and such person are the natural or adoptive parents of a child, [both as set out in section 4 of the *Children's Law Reform Act \(Ontario\)*, both as defined in the *Family Law Act of Ontario*.](#)

Commented [AK2]: Change required by Pension Benefits Act, effective January 1, 2017

Only one spousal benefit shall be payable pursuant to the provisions of the Plan and in case of conflicting priorities between spouses, determination of who is entitled to the spousal benefit shall be referred to the courts.

1.10 **Employee** means a member of any of the following classes of faculty and staff employed by the University:

- (1) non-faculty employees who are unionized or are exempted from union membership on the basis of either the confidential nature of their employment or their not having met an hours of work standard for union membership;
- (2) non-faculty employees who are classified as members of the University's Professional and Managerial Group; and
- (3) employees classified by the University as faculty, except any part-time faculty employee who is employed on a full-time basis elsewhere or is a member of another registered pension plan.

1.11 **Final Average Earnings** means the average, as determined by the University, of the Member's Earnings during the five years of highest Earnings after July 1, 1960 but prior to retirement; provided, however, that such period shall not include any 12-month period during which the Member did not contribute by reason of a University granted leave of absence but such year shall be replaced by a previous or subsequent year, and that Earnings in any year for which contributions are less than those paid in a year of active, full-time employment shall be annualized. Annualization shall be effected by multiplying the actual Earnings by the inverse of the fraction of Credited Service granted for that year.

[For Members who elect to cease making contributions at or following normal retirement date, Final Average Earnings shall be adjusted in accordance with Section 7.02.](#)

Commented [AK3]: Adding this reference to be cautious.

1.12 **Income Tax Act** means the *Income Tax Act*, Statutes of Canada and the Regulations thereunder, and where applicable includes the provisions of Information Circular 72-13R8 issued by the Department of National Revenue (now the Canada Revenue Agency), as amended or replaced from time to time.

1.13 **Member** means an Employee or former Employee who has completed the necessary enrolment forms and who has rights under the Plan or continues to be entitled to benefits under the Plan.

- 1.14 Money Purchase Component Account** means the account in which is recorded each Member's required contributions to the Plan on and after July 1, 1971, together with money purchase contributions by the University, and his or her proportionate share of Credited Interest, as well as amounts credited to the Member by reason of required contributions to the Plan between July 1, 1960 and June 30, 1971, with the interest credited thereon, and money purchase contributions made by the University on his or her behalf, and amounts transferred to the Plan under reciprocal transfer agreements or portability provisions of the Plan providing for the crediting of service.
- 1.15 Moving Four Year Average Fund Return** means the effective annual rate of return earned by the Trust Fund net of expenses during the preceding four Plan Years on that portion of the Trust Fund related to pensions payable, as determined by the Actuary.
- 1.16 Moving Five Year Average Fund Return** means the effective annual rate of return earned by the Trust Fund, net of expenses, during the preceding five Plan Years on that portion of the Trust Fund related to pensions payable, as determined by the Actuary.
- The calculation of the Moving Five Year Average Fund Return for a Member shall be determined as if the effective annual rate of return earned by the Trust Fund for the Plan Year in which the Member commenced to receive his or her pension benefit and each prior Plan Year was 6%.
- 1.17 Pension Benefits Act** means the *Pension Benefits Act*, Revised Statutes of Ontario 1990, chapter P.8, and the Regulations thereunder as amended from time to time.
- 1.18 Pension Year** means the period, commencing at the end of each Plan Year and normally of twelve months' duration, during which the adjustment of pensions will remain constant based upon the Moving Four Year Average Fund Return or the Moving Five Year Average Fund Return, as applicable.
- 1.19 Plan** means the York University Pension Plan (~~Amended~~amended and ~~Restated~~restated as at January 1, ~~1992~~-2017), as amended from time to time.
- 1.20 Plan Year** means the twelve month period commencing on each January 1 and ending on December 31.
- 1.21 Total Disability** means a disability throughout which the Member is physically or mentally impaired so that he or she is prevented from performing the duties of employment in which he or she was engaged prior to the impairment and which:
- (1) is certified, in writing, by a medical doctor licensed in Canada or where the Member resides; and
 - (2) qualifies the Member for long term salary continuance benefits under an insured plan sponsored by the University.
- 1.22 Trust Agreement** means the agreement entered into as of January 1, 1977 between the University and the members of the Board of Trustees providing for the administration of the Trust Fund and includes any subsequent agreement.

1.23 **Trust Fund** means the fund established by the University for purposes of the Plan and, for accounting purposes, will have a fiscal year end of December 31st. The Trust Fund is a single account but and will consist of the following notional accounts for purposes of recording different types of contributions and annuities:

- (1) "Money Purchase Component Accounts Fund" for the recording of Members' required contributions, the University's money purchase contributions, amounts transferred into the Plan under reciprocal transfer agreements, together with Credited Interest thereon.
- (2) "Additional Voluntary Contributions Fund" for the provision of additional benefits provided by voluntary contributions and the Credited Interest allocated thereon.
- (3) "Special Transferred Contributions Fund" for the provision of additional benefits provided by amounts transferred from other pension plans where the University has guaranteed that the amount transferred will be held for the provision of pension benefits or where no such guarantee has been given, and the Credited Interest allocated thereon.
- (4) "Variable Annuity Fund" for the provision of variable annuities to Members who have retired, and the Credited Interest allocated thereon;
- (5) "Minimum Guarantee Fund" for the provision of such supplementary pension benefits as may be required, and the Credited Interest allocated thereon;

and such other notional sub-accounts as the Board of Trustees may authorize from time to time for the purposes of the Plan.

1.24 **University** means York University as defined in the York University Act, 1965 of Ontario and amendments thereto, except that where reference is made in the Plan to any action to be taken, consent, approval or opinion to be given, or discretion or decision to be exercised or made by the University, such reference shall refer only to York University acting by its Board of Governors or any officer or officers thereof and/or any person or persons from time to time appointed, designated or authorized by the said Board of Governors so to act.

1.25 **Year's Maximum Pensionable Earnings** shall have the meaning given to these words by the Canada Pension Plan for all years after January 1, 1966, and for years preceding that date shall be deemed to be \$5,000. The Year's Maximum Pensionable Earnings of a Member receiving benefits from a long term salary continuance plan sponsored by the University shall be deemed to be equal to the Year's Maximum Pensionable Earnings in the calendar year in which the Member first became disabled.

Words importing the singular shall include the plural and vice versa.

Section 2 - Eligibility

2.01 Eligibility for Participation

- (1) Each Employee who is hired on a full-time:
- (a) permanent basis on or after July 1, 2015, shall join the Plan on the first day of the month coincident with or next following his or her date of hire;
 - (b) contract basis on or after July 1, 2015, if the duration of the contract is longer than one year, may elect to join the Plan on the first day of the month coincident with or next following his or her date of hire;
 - (c) contract basis on or after July 1, 2015, if the duration of the contract is one year or less, may elect to join the Plan: (i) if the contract is renewed, on the first day of the month coincident with or next following the completion of one year of Continuous Service; or (ii) if the contract is not renewed and a successor contract is entered into, then, provided the Employee's break in Continuous Service is not greater than 4 months, on the first day of the month coincident with or next following the completion of one year of Continuous Service in the aggregate; or
 - (d) contract basis shall join the Plan on the first day of the month coincident with or next following completion of 2 years of Continuous Service unless such Employee has already become a Member of the Plan prior to such date in accordance with paragraphs 2.01(1) (b) or (c) above.

- (2) Each ~~non faculty Employee and each faculty Employee who is not represented by the Canadian Union of Educational Workers~~, who is employed on a part-time basis and was not a Member of the Plan on December 31, 1987 may elect to join the Plan on the first day of the month coincident with or next following both his or her completion of 24 months of Continuous Service and his or her fulfilment of either of the following requirements in each of 2 consecutive calendar years:

- (a) the Employee has received Earnings at least equal to 35% of the Year's Maximum Pensionable Earnings; or
- (b) the Employee has attained at least 700 hours of employment with the University.

~~Effective September 1, 2009 section 2.01(2) was amended by deleting the phrase "Each non-faculty Employee and each faculty Employee who is not represented by the Canadian Union of Educational Workers," and replaced it with "Each Employee".~~

Commented [AK4]: The changes to this section are from a prior plan amendment.

(3) Notwithstanding the provisions of Section 2.01(2), a part-time non-faculty Employee who:

- (a) was employed by the University prior to January 1, 1988;
- (b) was classified by the University as a permanent part-time Employee who works more than 24 hours per week; and
- (c) was not a Member of the Plan on December 31, 1987;

may elect to join the Plan on the earliest to occur of either of the events described in Section 2.01(2) or the first day of the month coincident with or next following his or her attainment of age 25.

~~(4) Each part time faculty Employee who is represented by the Canadian Union of Educational Workers may elect to join the Plan on the first day of the month coincident with or next following the date on which he or she has both completed 24 months of Continuous Service and received Earnings at least equal to the September 1 Course Director rate, as specified and defined in the current Collective Agreement between the University and the Canadian Union of Educational Workers, in each of two consecutive calendar years.~~

~~Effective September 1, 2009 Section 2.01(4) was deleted and replaced with the following:~~

~~(4)~~ (4) Notwithstanding the provisions of Section 2.01(2), each part-time faculty Employee who is represented by the Canadian Union of Public Employees Local 3903 Units 1 and 2 may elect to join the Plan on the first day of the month coincident with or next following the date on which he or she has received Earnings at least equal to the September 1 Course Director rate, as specified and defined in the current collective agreements between the University and the Canadian Union of Public Employees Local 3903 Units 1 and 2, in each of two consecutive contract years. For greater certainty, a contract year is from September 1 to August 31.

2.02 **Waiver of Eligibility Requirements**

Notwithstanding the provisions of Section 2.01, and subject to the provisions of any applicable legislation, the University may waive the eligibility requirements for participation in the Plan for any specific Employee or group of Employees.

~~Notwithstanding the provisions of Section 2.01, each person who becomes an Employee on or after July 1, 1971 shall join the Plan on the first day of the month coincident with or next following the later of:~~

Commented [AK5]: Section removed effective July 1, 2015 by a prior amendment

~~(1) his or her satisfaction of the applicable eligibility requirements specified in Section 2.01; and~~

~~(2) his or her attainment of age 30; provided, however, that the University may waive such requirement for any specific Employee or group of Employees.~~

2.03 Re-Hired Employees

(1) Non-Pensioners

If the employment of a Member is terminated for any reason, and that person is subsequently re-employed by the University, the person will normally be treated as a new Employee for the purposes of the Plan. However, if the person had left his or her termination benefit on deposit in his or her Money Purchase Component Account, and if the University consents, the years of Credited Service established by the Employee prior to his or her date of termination may be added to the number of years in the Employee's last established period of Credited Service for the purpose of determining the value of the Employee's supplementary pension paid from the Minimum Guarantee Fund.

(2) Pensioners

If a retired Member who has commenced to receive his or her pension is re-employed by the University, the retired Member will have the following options:

- (a) his or her pension will be suspended until employment with the University is terminated, at which time his or her pension will be recomputed pursuant to provisions of this Plan to reflect additional benefits accrued to the date he or she recommences receiving his or her pension, provided that the Member makes required contributions to the Plan during the period of his or her re-employment; or
- (b) his or her pension will continue to be paid during the period of re-employment, in which case he or she will not accrue any further benefits under the Plan.

(3) CUPE 3903 Bargaining Unit Members

If the employment of a part-time faculty Employee represented by the Canadian Union of Public Employees Local 3903 Units 1 or 2 is terminated for any reason after such person has met the eligibility criteria set out in Section 2.01(4) and if such person is subsequently re-employed by the University, then, so long as his or her termination benefit with respect to the previous period of employment remains on deposit in the respective Money Purchase Component Account,

- (a) he or she will not be required to meet the eligibility criteria under Section 2.01(4) at the time of re-employment in order to join the Plan, but instead he or she shall immediately become a Member upon rehire; and
- (b) the years of Credited Service, if any, that remain credited to such person as at his or her most recent date of termination of employment with the University will be added, upon re-employment by the University, to the Employee's future period of Credited Service for the purpose of determining the value of the Employee's supplementary pension paid from the

Minimum Guarantee Fund.

For greater certainty, if such a part-time faculty Employee withdrew the termination benefit on deposit in his or her Money Purchase Component Account from the Plan on or following his or her most recent termination of employment and is subsequently re-employed by the University, he or she must meet the eligibility criteria under Section 2.01(4) to once again join the Plan and in that case he or she will be treated as a new Member for all purposes.

Section 3 - Participation

3.01 **Enrolment Forms**

To participate as a Member of the Plan, each eligible Employee will be required to complete, sign and deliver to the University such enrolment forms as the University may require for this purpose, including authorization to make the deduction of required contributions and if applicable, voluntary contributions, from future Earnings.

3.02 **Disclosure**

The University shall provide each eligible Employee with a written explanation of the terms and conditions of the Plan and amendments thereto applicable to him or her, together with an explanation of his or her rights and duties with reference to the benefits available to him or her under the terms of the Plan. The University shall further provide to each eligible Employee and Member (and to any other individual with an interest in the Plan that is recognized under the *Pension Benefits Act*) such other information, and in such manner, as may be prescribed by the *Pension Benefits Act* and by any other statute governing the payment of pension benefits to any Member.

3.03 **No Withdrawal From Plan While Employed**

A. Subject to Section 6.03, a Member of the Plan shall not be entitled to withdraw from participation in the Plan except following separation from employment with the University, nor shall the Member be permitted to withdraw all or any part of his or her required or additional voluntary contributions while a Member of the Plan.

Commented [AK6]: This is a reference to member's ability to stop contributions at normal retirement date.

Section 4 - Contributions

4.01 Amount of Required Member Contribution

(1) Each Member of the Plan will be required to contribute by payroll deduction each pay period an amount equal to the sum of:

(a) the following percentage of the Member's Earnings that are not in excess of the Year's Maximum Pensionable Earnings in respect of the following pay periods:

- (i) 4.50% up to and including February 28, 2014;
- (ii) 4.95% on and after March 1, 2014 and prior to September 1, 2014;
- (iii) 5.40% on and after September 1, 2014 and prior to March 1, 2015;
- (iv) 5.85% on and after March 1, 2015 and prior to September 1, 2015;
- (v) 6.30% on and after September 1, 2015 and prior to March 1, 2016; and
- (vi) 6.75% on and after March 1, 2016;

and

(b) the following percentage of the Member's Earnings that exceed the Year's Maximum Pensionable Earnings in respect of the following pay periods:

- (i) 6.00% up to and including February 28, 2014;
- (ii) 6.63% on and after March 1, 2014 and prior to September 1, 2014;
- (iii) 7.26% on and after September 1, 2014 and prior to March 1, 2015;
- (iv) 7.89% on and after March 1, 2015 and prior to September 1, 2015;
- (v) 8.52% on and after September 1, 2015 and prior to March 1, 2016; and
- (vi) 9.15% on and after March 1, 2016.

(2) Contribution While Disabled

A Member who, by reason of Total Disability, is in receipt of benefits under a long term salary continuance plan sponsored by the University shall not be required to contribute during such period, but shall be deemed for the purposes of Section 4.05(1) to have made the required contributions during such period based on the deemed Earnings of the disabled Member, as defined in Section 1.08. An amount equal to the contributions

deemed to have been made by the Member and the University contribution will be deposited in the Member's Money Purchase Component Account.

(3) **Maximum Member Contribution**

Notwithstanding the provisions of Section 4.01(1), no Member of the Plan shall contribute or be credited with Employee contributions in any one calendar year in excess of one half of the money purchase limit for the year (as defined under the *Income Tax Act*).

4.02 Contribution While on Leave of Absence

(1) **Contribution While on Irrevocable Reduced-Load Status**

A Member who has elected to be placed on irrevocable reduced-load status, pursuant to the Collective Agreement between the University and the York University Faculty Association, shall make required contributions in accordance with Section 4.01(1), but shall be deemed for the purposes of Section 4.05(1) to have made contributions in amounts equal to the contributions that the Member would have been required to make had the Member not elected to be placed on irrevocable reduced-load status. An amount equal to the difference between the contribution that the Member was deemed to have made and the actual contribution made by the Member as well as the contribution required pursuant to Section 4.05(1), shall be contributed by the University and deposited in the Member's Money Purchase Component Account.

(2) **Contribution While on Sabbatical Leave**

A Member of the Plan who is granted sabbatical leave shall be required to make contributions in accordance with Section 4.01(1) on that portion of his or her regular salary which is continued during such sabbatical leave and shall be credited with prorated Credited Service.

Nevertheless, a Member of the Plan who is granted sabbatical leave may make contributions based on his or her unreduced Earnings and obtain the full period of Credited Service. Notwithstanding Section 4.01(3), a Member making this election shall also contribute the additional amount the University would have contributed on his or her behalf pursuant to Section 4.05(1).

(3) **Contribution While on Special Leave of Absence**

A Member of the Plan who obtains a leave of absence to take employment of a special short-term nature with a government or governmental agency may, upon return to active employment with the University and subject to approval by the Canada Revenue Agency, arrange to contribute to the Plan in order to obtain Credited Service for the period. In order to obtain the full period of Credited Service, the Member will contribute an amount based on the Earnings he or she would have received from the University had he or she been in active employment, and notwithstanding Section 4.01(3), the contributions the University would have made pursuant to Section 4.05(1). If the Member arranges to pay such contributions in instalments, the Member will also be required to pay Credited Interest on any outstanding amounts.

(4) **Contribution While on Leave Without Pay or With Reduced Pay -
Extended Vacations or Leave for Personal Reasons**

Commented [AK7]: Change here is from a prior amendment

~~Except as required by a collective bargaining agreement governing the Member, a Member of the Plan who is granted a leave of absence without pay or with reduced pay for extended vacation or for personal reasons will not contribute to the Plan during such leave of absence nor be entitled to elect to make retroactive contributions upon return to active employment.~~

~~Whenever a collective bargaining agreement states that contributions to the Plan by or on behalf of a Member can or will continue while the Member is on a leave of absence with less than full pay, the Member may arrange to receive full Credited Service for that period by electing to contribute to the Plan based on his or her unreduced level of Earnings, and, notwithstanding Section 4.01(3), by contributing the additional amount which the University would have contributed pursuant to Section 4.05(1) in connection with the contributions made by the Member based on his or her unreduced level of Earnings.~~

Effective January 1, 2005 section 4.02(4) above is replaced with:

Except as required or permitted by a collective bargaining agreement, a Member of the Plan who is granted a leave of absence without pay or with reduced pay for extended vacation or for personal reasons may arrange to receive full Credited Service for that period by electing to contribute to the Plan based on his or her unreduced level of Earnings, and, notwithstanding Section 4.01(3) by contributing the additional amount which the University would have contributed pursuant to Section 4.05(1) in connection with the contributions made by the Member based on his or her unreduced level of Earnings.

(5) **Limitations Respecting Leaves of Absence**

Where a Member of the Plan receives less than normal Earnings in a Plan Year due to an approved leave of absence, pursuant to this Section 4.02 or required to be granted by operation of law, other than a period of Total Disability, and he or she elects or is required to make contributions or the University makes contributions on his or her behalf, based on his or her unreduced Earnings, the following limitations are applicable, effective January 1, 1991:

- (a) Contributions shall only be made in relation to reduced Earnings actually received for a period during which the Member renders services to the University, unless the Member has been employed by the University for at least 36 months;
- (b) Contributions ~~shall not be made~~ in relation to Earnings not received by the Member ~~if the accumulated proportion of Earnings not received by the Member in respect of which contributions have been made on and after January 1, -1991 is equivalent to eight shall not exceed five years of full-time Earnings, provided that not more than five of those eight plus an additional three years are in respect of or periods other than those within the 12 month period following the birth or adoption of a child of the Member of parenting, in accordance with the Income Tax Act;~~
- (c) Contributions shall not be made in relation to Earnings not received by the Member for any period during which the Member participates in any other pension plan or deferred profit sharing plan registered under the *Income Tax Act*.

Commented [AK8]: Simplified wording here in (b) but have not changed the substance of this section.

(6) Contributions While on Prescribed Leave of Absence

Subject to Section 1.07(7) and as permitted by the *Pension Benefits Act* and *Income Tax Act*, a Member may elect to continue making contributions in accordance with Section 4.01(1) during any leave of absence prescribed by the *Employment Standards Act, 2000*, including but not limited to maternity or parental leave.

Commented [AK9]: Inserted this section to ensure compliance with the *Employment Standards Act*.

4.03 Additional Voluntary Contributions

Each Member may elect to make additional voluntary contributions in respect of current service with the University for the purposes of increasing his or her pension benefits. The additional voluntary contributions will be accumulated with Credited Interest and will normally be used at retirement to provide such additional amount of pension on a money purchase basis as may be provided therewith based on the actuarial tables in force for Plan purposes at that time which shall allow for the cost of the guarantee of non-reduction of pension after retirement. Such additional voluntary contributions will be permitted up to the maximum allowable under the *Income Tax Act*.

4.04 Special Lump Sum Voluntary Contributions

A Member may deposit as a special lump sum voluntary contribution all or any portion of such amount as the Member is entitled to receive or has received as a cash refund from a tax-exempt plan for pension purposes, provided such deposit is permitted under the *Income Tax Act*. A Member may also deposit as a special lump sum voluntary contribution all or any portion of an amount which the Member is entitled to transfer to the Plan under the *Income Tax Act*, provided the transfer complies with the requirements of the *Income Tax Act*. These amounts will be held to the Member's credit in the Special Transferred Contributions Fund.

A Member may arrange similarly for the depositing to his or her credit of special amounts, such as the transfer of his or her equity in the pension plan of a former employer, for the provision of pension benefits at retirement. The University may enter into an agreement guaranteeing the "locking in" of such amounts, if appropriate, for the provision of pension benefits. Such special lump sum transfer will also be held to the Member's credit in the Special Transferred

Contributions Fund.

All such amounts, whether held in the Additional Voluntary Contributions Fund or the Special Transferred Contributions Fund, will be accumulated with Credited Interest and used at retirement to provide such additional amount of pension on a money purchase basis as may be provided therewith based on the actuarial tables in force for Plan purposes at that time which shall allow for the cost of the guarantee of non-reduction of pension after retirement.

4.05 Contributions by the University

- (1) Effective January 1, 2014, subject to Section 4.05(3), the University shall contribute to the Trust Fund in respect of the money purchase provision of the Plan an amount equal to the Members' required contributions each year.

The University contribution as described above will be credited to each Member's Money Purchase Component Account.

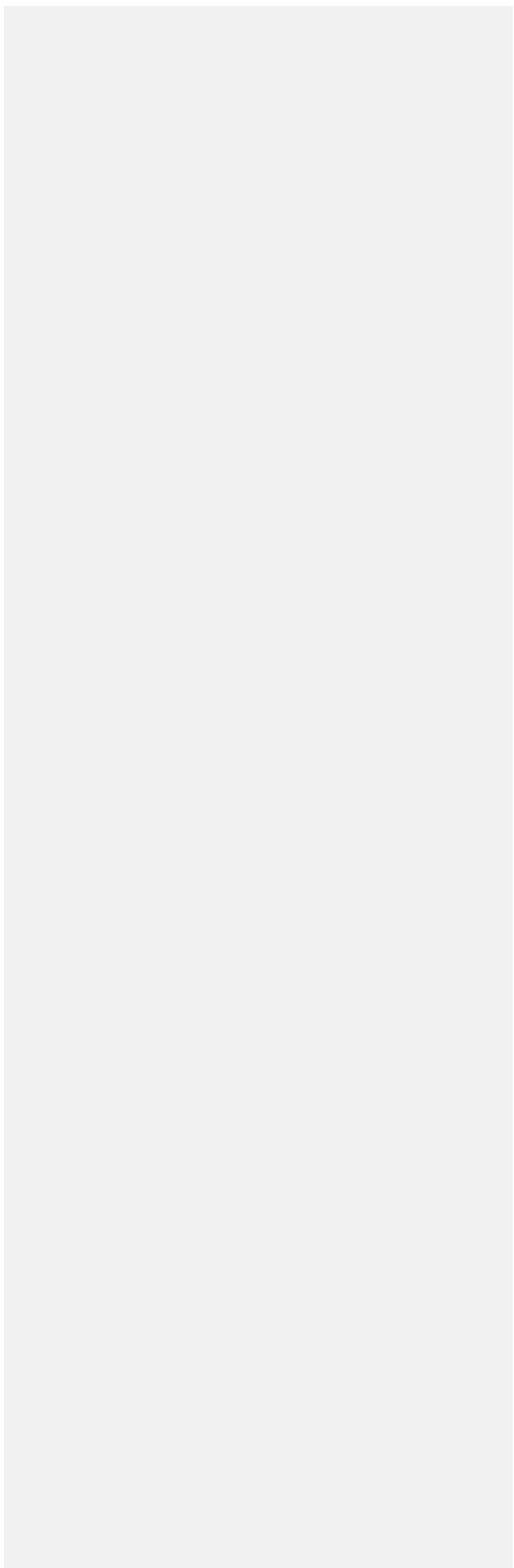
- (2) Subject to Section 4.05(3), the University shall contribute to the Minimum Guarantee Fund such additional amounts as may be certified by the Actuary as necessary to make provision for benefits accruing pursuant to the Plan during the current year and to make provision for the proper amortization of any initial unfunded liability or solvency deficiency in accordance with the requirements of the *Pension Benefits Act*, after taking into account the assets of the Minimum Guarantee Fund and such other factors as may be deemed relevant.

The contributions made by the University to the Minimum Guarantee Fund, in accordance with this Section 4.05(2), in any Plan Year shall not exceed the maximum amount that is permitted under the *Income Tax Act* for that Plan Year.

- (3) If at any time while the Plan continues in existence the Actuary certifies that the assets of the Minimum Guarantee Fund exceed its actuarial liabilities in respect of the benefits defined in the Plan, the amount of such excess assets, or any portion of such amount, may be used by the University to satisfy or reduce its contribution obligations under Section 4.05(2) of the Plan, taking into consideration the security of the benefits under the Plan, and subject to any limitations prescribed under the Pension Benefits Act and the Income Tax Act. Such excess assets, or any portion of such amount, may be used by the University to satisfy or reduce its contribution obligations under section 4.05(1) of the Plan only with the prior agreement of the University's Unions.

4.06 Remittance of Contributions

- (1) The University's required contributions made pursuant to Section 4.05(1) and Section 4.05(2), and subject to 4.05(3), shall be remitted to the Trust Fund monthly, within 30 days following the month in respect of which the contributions are payable, or within such other time limits as prescribed under the *Pension Benefits Act*.
- (2) Members' required contributions made pursuant to Section 4.01, 4.02 and additional voluntary contributions made pursuant to Section 4.03 shall be remitted to the Trust Fund by the University monthly, within 30 days following the month in which the contribution was deducted or otherwise received by the University.



Section 5 - Transfer Agreements and Portability

5.01 Reciprocal Transfer Agreements

The University may enter into reciprocal transfer agreements with other employers with respect to superannuation benefits and plans when such agreements are deemed appropriate by the Board of Governors. Such agreements shall make provision for the transfer of specific amounts, calculated in accordance with the formula in the agreement, from the fund of one plan to the fund of the other plan in return for the establishment of a period of pensionable service under the receiving plan equal to part or all of the pensionable service credited to the transferring employee in the original plan. Any balance of contributions held to the credit of the transferring employee may be dealt with in accordance with the provisions of such agreement.

The provisions of such reciprocal transfer agreements shall be subject to approval by the Financial Services Commission of Ontario and the Canada Revenue Agency and will meet the requirements of the *Income Tax Act*.

5.02 Other Forms of Agreement

The University may enter into agreement with the pension plans of other employers, subject to the provisions of the *Pension Benefits Act* and the *Income Tax Act*, with respect to the "locking in" of amounts transferred for the provision of pension benefits. After receipt by the Trust Fund these amounts may only be paid to a subsequent employer under a similar undertaking.

5.03 Portability Provision

~~(1) This section 5.03 is effective January 1, 1992.~~

~~(2)~~ (1) A Member who terminates his or her employment with the University is entitled to have an amount equal to the Member's Money Purchase Component Account with Credited Interest, plus the value of any supplementary pension to which the Member may be entitled, transferred to the registered pension plan of a subsequent employer in accordance with Section 10.01(1)~~),~~ subject to the provisions of the *Pension Benefits Act* and *Income Tax Act*.

(2) A Member may arrange for the deposit to the plan of any amount available for transfer from a former employer's pension plan in accordance with Section 5.03. A Member on whose behalf such a transfer is made may, within twelve months of the date he became a Plan Member or within twelve months of the effective date of this Section 5.03 whichever is later, request that the Member's period of Credited Service be increased from that to which the Member would otherwise have been entitled under the provisions of the Plan. Any such increase shall be identified as "Credited Service with Another Employer". If this increase in the Member's period of Credited Service would result in a certifiable past service pension adjustment (as defined under the *Income Tax Act*) in respect of the Member, the increase shall not be granted prior to certification of the past service

pension adjustment in accordance with the *Income Tax Act*.

- (3) A request made in accordance with Section 5.03 will be accepted by the University on the condition that the request is made in writing and that a statement satisfactory to the University is received from the employer from whose plan the funds are transferred indicating:
 - (a) confirmation of the period during which the transferring employee was employed with the former employer;
 - (b) the period of credited service under the employer's pension plan from which the transfer is being made, and
 - (c) that the transfer is in full satisfaction of all remaining benefits under the employer's pension plan in respect of the period of credited service indicated in (b).
- (4) In the event that a request is accepted in accordance with Section 5.03:
 - (a) the transferred amount will be considered a part of the Member's Money Purchase Component Account and not a part of the Member's Special Transferred Contributions Fund;
 - (b) the period of "Credited Service with Another Employer" shall be determined by the University upon the advice of the Actuary such that the additional actuarial liability of the Plan is equal to the transfer amount.
- (5) Notwithstanding the foregoing, the period of "Credited Service with Another Employer" shall not exceed the period indicated under Section 5.03(3)(b). In the event that the period indicated under 5.03(3)(b) is less than the period determined under Section 5.03(4)(b) above, a proportionate part of the transferred amount will be considered a part of the Member's Money Purchase Component Account and the balance of the transferred amount will be considered a part of the Member's Special Transferred Contributions Fund.
- (6) In the event of a service deficiency (i.e. the period calculated under the Section 5.03(4)(b) is less than the period determined under Section 5.03(3)(b), a Member may elect from time to time to contribute an amount in order to increase the period of "Credited Service with Another Employer" by the amount of the deficiency, or any part thereof, subject to any requirements under the *Income Tax Act*. The contribution may be made in a lump sum or by payroll deduction. The amount of Credited Service provided by such contributions shall be determined by the University, upon the advice of the Actuary, so as to provide benefits which are the Actuarial Equivalent of the contributions made by the Member. Upon payment in full by the Member of such required amount, the Member's Credited Service shall be increased accordingly. Any amount so contributed shall be included in the Member's Money Purchase Component Account and shall not be considered additional voluntary contributions.
- (7) The Member's right to a refund of transferred funds will be subject to any condition that may be attached to the fund by the transferor when the funds are accepted into the Plan.

Section 6 - Retirement Dates

6.01 Normal Retirement Date

The normal retirement date for a Member of the Plan will be the first day of July coincident with or next following attainment of age 65. However, a Member who retires on or after attainment of age 65, but before attainment of the normal retirement date, will receive benefits described under Section 7.03(2), as if he or she had attained the normal retirement date under the Plan.

Notwithstanding the foregoing, for the purposes of Section 16.07(2) of the Plan, normal retirement date for a Member or former Member shall mean the first day of the month coincident with or next following the date on which the Member or former Member attains age 65.

6.02 Early Retirement Date

A Member may elect to retire and may receive his or her pension on the first day of any month coincident with or following the attainment of age 55.

6.03 Postponed Retirement Date

A Member whose retirement under the Plan is postponed may elect to continue making required contributions to the Plan during such period, but not beyond the commencement of benefit payments, or to cease making required contributions to the Plan at ~~or following~~ his or her normal retirement date. The election of a Member to cease making required contributions to the Plan at or following normal retirement date is irrevocable and shall take effect on the first day of the month selected by the Member to cease contributions. The election of the Member to cease contributions must be made at least 2 months in advance of the first ~~day~~date of the month on which contributions are to cease.

Notwithstanding the foregoing, contributions must cease and benefits under this Plan must commence no later than the end of the calendar year in which the Member attains age 71 or such other time as is acceptable under the *Income Tax Act*.

Section 7 - Retirement Benefits

7.01 At Normal Retirement Date

(1) Variable Pension

A Member who retires from service with the University at normal retirement date will receive a pension, commencing on that date and payable in monthly instalments for the Member's remaining lifetime, in such amount as can be provided from the total balance to the Member's credit in his or her Money Purchase Component Account based on the actuarial tables in force for Plan purposes at that time, which shall take into account the provision for increases in pension after retirement and with respect to contributions made from January 1, 1992, the guarantee of non-reduction of pension under Section 13 of the Plan.

(2) Supplementary Pension

In addition, each Member who retires at normal retirement date will receive such amount of supplementary pension from the Minimum Guarantee Fund as may be required in each Pension Year to provide a total pension during that Pension Year equal to the minimum guaranteed benefit to which the Member is entitled during that year.

The amount of the Member's minimum guaranteed benefit, commencing at normal retirement date, will be calculated as follows:

1.4% of that portion of the Member's Final Average Earnings, determined at normal retirement date, which does not exceed the average of the Year's Maximum Pensionable Earnings for those years;
plus
1.9% of that portion of the Member's Final Average Earnings, determined at normal retirement date, which exceeds the average of the Year's Maximum Pensionable Earnings for those years;
multiplied by
the number of years (completed days as a fraction) of Credited Service as at normal retirement date.

7.02 At Postponed Retirement Date

(1) Variable Pension

A Member who retires after normal retirement date will receive a pension, commencing on that date and payable in monthly instalments for the Member's remaining lifetime, in such amount as can be provided from the balance to the Member's credit in his or her Money Purchase Component Account, based on the actuarial tables in force for Plan purposes at that time, which shall take into account the provision for increases in pension after retirement and with respect to contributions made from January 1, 1992, the guarantee of non-reduction of pension under Section 13 of the Plan.

(2) **Supplementary Pension**

In addition, each Member who retires after normal retirement date will receive such amount of supplementary pension from the Minimum Guarantee Fund as may be required in each Plan Year to provide a total pension during that Pension Year equal to the minimum guaranteed benefit to which the Member is entitled during that year. The amount of the Member's minimum guaranteed benefit commencing at postponed retirement date will be an amount calculated in accordance with (a) or (b) below:

- (a) If the Member elected to cease making contributions at or following normal retirement date, the minimum guaranteed benefit will be an amount calculated as at the date the Member ceased to make contributions, in accordance with Section 7.01(2), based on the Member's Final Average Earnings and Credited Service to the date the Member ceased to make contributions, then adjusted to the Actuarial Equivalent at his or her postponed retirement date.
- (b) If the Member elected to continue making required contributions after normal retirement date, the minimum guaranteed benefit will be an amount calculated in accordance with Section 7.01(2) but based on the Member's Final Average Earnings and years of Credited Service to his or her postponed retirement date.

7.03 At Early Retirement Date

(1) **Variable Pension**

A Member who elects to commence pension payments at an early retirement date pursuant to Section 6.02 will receive a pension, commencing on that date and payable in monthly instalments for the Member's remaining lifetime, in such amount as can be provided from the total balance to the Member's credit in his or her Money Purchase Component Account, based on the actuarial tables in force for Plan purposes at that time, which shall take into account the provision for increases in pension after retirement and with respect to contributions made from January 1, 1992, the guarantee of non-reduction of pension under Section 13 of the Plan.

(2) **Supplementary Pension**

In addition, each Member who elects to commence pension payments at an early retirement date pursuant to Section 6.02 will receive, each year, such amount of supplementary pension from the Minimum Guarantee Fund as may be required to provide a total pension during each Pension Year equal to the minimum guaranteed benefit to which the Member is entitled during that year.

The amount of the Member's minimum guaranteed benefit, commencing at early retirement date, will be an amount calculated as at normal retirement date in accordance with Section 7.01(2), but based on the Member's Final Average Earnings and years of Credited Service to his or her early retirement date, and reduced by 3% per year (with completed months computed as a fraction thereof), to a maximum of five years, by which his or her pension commencement date precedes the first day of the month coincident with or next following his or her attainment of age 65 and further reduced by 6% per year (with completed months computed as a fraction thereof), for each year in excess of five years by which his or her pension commencement date precedes the first day of the month coincident with or next following his or her attainment of age 65.

7.04 Benefits Arising from Voluntary and Special Lump Sum Voluntary Contributions

At retirement (whether normal, early or postponed), each Member who has made additional voluntary or special lump sum voluntary contributions (except those "locked in" by agreement) may elect to receive a refund of those contributions with Credited Interest or to receive an additional amount of pension on a money purchase basis, in the same form and commencing at the same time as the pension provided from the Plan from the Member's required contributions, as can be provided from the total of those contributions and Credited Interest thereon based on the actuarial tables in force for Plan purposes at that time, which shall take into account the provision for increases in pension after retirement and with respect to contributions made from January 1, 1992, the guarantee of non-reduction of pension under Section 13 of the Plan.

This additional amount of pension paid under Section 7.04 will not be considered in determining the amount of supplementary pension required to provide the Member with his or her minimum guaranteed benefit.

7.05 Portability of Pension Benefits

Notwithstanding any other provision of the Plan to the contrary, a Member who retires pursuant to the provisions of Section 6 may elect to transfer the balance in his or her Money Purchase Component Account with Credited Interest to the date of retirement plus the commuted value, as determined by the Actuary of any supplementary pension to which the Member may be entitled in accordance with Section 7.01(2), 7.02(2) or 7.03(2) to a "locked-in" registered retirement savings plan or life income fund which complies with the provisions of the *Pension Benefits Act*.

Any transfer of commuted value of the supplementary pension in accordance with this Section 7.05 on and after January 1, 1989, will not exceed the maximum amount prescribed under the *Income Tax Act*, and the excess of the commuted value, plus Credited Interest, if any, over the amount transferred will be paid in cash to the Member, subject to the requirements of the *Pension Benefits Act*.

7.06 Maximum Guaranteed Benefits At Pension Commencement

Notwithstanding any other provision of the Plan to the contrary, the maximum benefit to which a Member may be entitled in the form of pension to be paid to the Member, ~~under the "Final Average" guarantee provisions, pursuant to Sections 7.01(1) (Variable Pension) and Section 7.01(2) (Supplementary Pension)~~, including any portion of pension payable to a Member's Spouse or former Spouse pursuant to Section 16.07, determined at the time of pension commencement, shall not exceed the years of the Member's pensionable service (pensionable service shall have the same meaning as assigned to that term in the *Income Tax Act*) multiplied by the lesser of:

- (a) ~~\$1,722.22 or such greater amount permitted~~ the defined benefit dollar limit under the *Income Tax Act* ~~for that year;~~ and
- (b) 2% of the average of the Member's Earnings from the University in his or her 3 years of highest Earnings;

reduced, if the pension commencement date precedes the earliest of the day on which:

Commented [AK10]: Added section references for greater clarity.

Commented [AK11]: Change was missed in consolidated plan text. This was amended effective July 1, 2015

- (i) the Member attains age 60;
- (ii) the Member's age plus Continuous Service is equal to 80;
- (iii) the Member completes 30 years of Continuous Service; and
- (iv) the Member becomes permanently and totally disabled;

by $\frac{1}{4}$ of 1% of 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 7.06 does not apply to additional benefits payable as a result of any Actuarial Equivalent increase due to deferral of pension commencement after age 65 nor does it apply to pension derived from a Member's additional voluntary contributions. In those cases where transferred contributions are converted to Credited Service under the provisions of a reciprocal transfer agreement or a portability arrangement, such service will be deemed service with the University for the calculation of such maximum benefits.

Section 8 - Disability Pension

8.01 Eligibility

A Member, who is also an Employee, who becomes permanently and totally disabled, and who is not eligible, nor likely to become eligible, to receive benefits under the University's long term salary continuance plan may be placed on disability pension at any time.

Permanently and totally disabled means a physical or mental impairment which prevents a Member from engaging in any employment for which he is reasonably suited by the virtue of his education, training or experience and that can reasonably be expected to continue for the remainder of the Member's lifetime and which is certified, in writing, by a medical doctor licensed in Canada or where the Member resides.

8.02 Amount of Disability Pension

A Member who becomes eligible for a disability pension will receive a benefit calculated as follows:

(1) Variable Pension

A variable pension will be payable monthly in such amount as can be provided from the total balance to the Member's credit in his or her Money Purchase Component Account based on the actuarial tables in force for Plan purposes at that time, which shall take into account the provision for increases in pension after retirement and with respect to contributions made from January 1, 1992, the guarantee of non-reduction of pension under Section 13 of the Plan.

(2) Supplementary Pension

In addition each Member who becomes eligible for a disability pension will receive each year such amount of supplementary pension from the Minimum Guarantee Fund as may be required to provide a total pension during each Pension Year equal to the Member's minimum guaranteed disability pension for that year.

The amount of the minimum guaranteed disability pension payable to a Member receiving a benefit under Section 8 will be calculated in accordance with paragraph 7.01(2), but based on his or her Final Average Earnings and years of Credited Service as of the date the Member becomes eligible for the benefit under paragraph 8.01.

(3) Form of Disability Pension

The amount of disability pension payable to the Member under this Section 8.02 shall be actuarially adjusted to reflect the normal or optional form of pension payable to the Member pursuant to the applicable provisions of Section 9.

8.03 Cessation of Disability Pension

(1) The disability pension shall cease in the event a Member in receipt of the benefit should

recover from the disability and again become capable of employment deemed suitable by the University.

- (2) Should a Member who is deemed to have recovered sufficiently to return to active employment refuse to do so, the University may suspend the payment of the disability pension pending receipt of medical evidence satisfactory to the University of continued disability and, on continued refusal, may deem the Member to have terminated employment in accordance with Section 10.

Section 9 - Normal and Optional Forms of Pension

9.01 Normal Form of Pension

(1) Member without Eligible Spouse

The normal form of pension under the Plan for a Member who does not have an Eligible Spouse, or is living separate and apart from that Eligible Spouse, at the date of pension commencement is one which commences on the Member's retirement date, continues in monthly instalments for his or her lifetime and ceases with the payment due in the month in which the Member dies.

Commented [AK12]: Added this phrase in here because otherwise, neither (1) nor (2) would apply to a member who is married but separated. This change just makes it more clear that (1) would apply in that situation.

(2) Member with Eligible Spouse

The normal form of pension under the Plan for a Member who has an Eligible Spouse and is not living separate and apart from that Eligible Spouse at the date of pension commencement is one which commences on the Member's retirement date and is payable to the Member in monthly instalments during his or her remaining lifetime, then continuing to the Eligible Spouse, if the Eligible Spouse survives the Member, at 50% of the amount payable to the Member, during his or her lifetime. In addition, the Eligible Spouse will be eligible to receive such amount of supplementary benefit as may be necessary to provide a total pension from the Plan of not less than 50% of the deceased Member's minimum guaranteed benefit, calculated as at the date of death.

(3) Mandatory Spousal Benefit for Pensions Commencing on and after January 1, 1988

Where the payment of a Member's pension commences on or after January 1, 1988 and the Member has an Eligible Spouse from whom he or she is not living separate and apart at the date of pension commencement, the normal form of pension under this Plan shall be a monthly benefit payable during the life time of the Member, with 60% of the benefit continuing after the death of the Member to his or her Eligible Spouse for the lifetime of that Eligible Spouse. The amount of pension payable hereunder shall be the Actuarial Equivalent of the normal form of pension for a Member who commenced receipt of his or her pension prior to January 1, 1988 and who had an Eligible Spouse at his or her pension commencement date, as described in Section 9.01(2).

9.02 Optional Forms of Pension

In lieu of the applicable normal form of pension payable under the Plan in accordance with Section 9.01 above, a Member may elect to have the payment made on a different basis by filing with the University prior to his or her retirement date, an election on forms provided by the University for that purpose. Such election may be amended or cancelled by written notice to the University prior to the Member's retirement date. Notwithstanding the foregoing, a Member to whom the provisions of Section 9.01(3) apply may not elect to receive an optional form of pension unless:

- (1) the amount of the pension payable to the Member's Eligible Spouse following the

Member's death is not less than 60% of the benefit payable to the Member during the joint life of the Member and his or her Eligible Spouse; or

- (2) the Member delivers to the University, within the 12-month period immediately preceding the date upon which payment of the pension is to commence, the written consent of the Member's Eligible Spouse in the form prescribed under the *Pension Benefits Act*.

The Member may elect to have his or her pension paid in any optional form of pension benefit which is consistent with the *Income Tax Act*, in which case the amount of pension shall be the Actuarial Equivalent of the amount the Member would have received under the normal form had he or she been without an Eligible Spouse on his or her retirement date, as described in Section 9.01(1).

However, a Member with an Eligible Spouse on his or her retirement date may elect to have the pension paid in an optional form under which a monthly payment is payable for the remaining lifetime of the retired Member and under which payment then continues to the Member's Eligible Spouse in an amount greater than the amount which would otherwise be payable to the Eligible Spouse pursuant to Section 9.01(2), in which case the amount of pension shall be the Actuarial Equivalent of the amount the Member would have received under the normal form of pension, as described in Section 9.01(2).

Commented [AK13]: More accurate to refer to (3) than (2) because the Spouse's amount must be at least 60%.

9.03 Integration with Statutory Benefits

A Member who retires prior to becoming eligible to receive *Old Age Security Act* and unreduced Canada Pension Plan benefits may elect to receive an increased amount of pension from retirement to the date on which the Member is so eligible, then reducing by the amount of the *Old Age Security Act* and/or the Canada Pension Plan benefits to which the Member is entitled, as estimated at retirement date.

9.04 Application to Minimum Guaranteed Benefit

Where a Member elects one of the optional forms of benefit permitted under the Plan, for the purpose of calculating the amount of supplement payable to provide his or her minimum guaranteed benefit, the same actuarial factor used in converting the amount of the Member's Money Purchase Component Account benefit from the normal to the elected optional form of benefit will be applied to the minimum guaranteed benefit.

9.05 Additional Voluntary Contributions

A Member of the Plan who has made additional voluntary contributions or special lump sum additional voluntary contributions may elect to receive a lump sum refund of those contributions with Credited Interest, or an additional amount of pension provided on a money purchase basis in the same form and commencing at the same time as the pension provided from the Plan from the Member's required contributions, as can be provided from the amount of lump sum refund based on the actuarial tables in force for Plan purposes at that time, which shall take into account the provision for increases in pension after retirement and with respect to contributions made from January 1, 1992, the guarantee of non-reduction of pension under Section 13 of the Plan.

9.06 Death Prior to Pension Commencement, But After Retirement

In the event of the death of a Member after retirement and election of the form of pension payment, but before receipt of the first payment of pension, the death benefit payable shall be

governed by the election of the Member made prior to his or her death, subject to any requirements of the *Pension Benefits Act*.

Section 10 - Benefits on Termination of Service

10.01 Terminations On or After July 1, 2012

A Member whose Continuous Service is terminated on or after July 1, 2012 other than by death, disability or retirement in the Plan, shall be entitled to elect one of the following:

- (a) to have an amount equal to the balance in the Member's Money Purchase Component Account plus the value, as determined by the Actuary (but not to exceed the limits under paragraph 8503(2)(m) of the regulations under the *Income Tax Act*), of any supplementary pension to which the Member may be entitled in accordance with Section 7, transferred to:
 - (i) the registered pension fund of a subsequent employer, provided such employer enters into an agreement with the University that such contributions will be retained for the provision of pension benefits at retirement in accordance with the *Pension Benefits Act*;
 - (ii) a "locked-in" registered retirement savings plan or life income fund which complies with the provisions of the *Pension Benefits Act*, for the provision of pension benefits at retirement; or
- (b) to leave the balance to the Member's credit on deposit in the Money Purchase Component Account and to receive such amount of deferred pension as can be provided with the balance plus Credited Interest to the date of pension commencement, plus any supplementary pension to which the Member may be entitled in accordance with Section 7.

10.02 Partial Commutation

A Member whose Continuous Service is terminated other than by death, disability or retirement after having completed 10 years of Continuous Service and attaining age 45 (taking into consideration membership in a registered pension plan of a former employer or employment with a former employer that is the subject of a portability arrangement governed by Section 5 of the Plan), shall be entitled to elect to receive a lump sum payment equal to 25% of the balance of the Member's Money Purchase Component Account, and the commuted value (such value not to exceed the limits under paragraph 8503(2)(M) of the regulations under the *Income Tax Act*) of the supplementary pension, if any, accrued in respect of Credited Service on and after January 1, 1965 and prior to January 1, 1987. Such Member may also elect to receive a lump sum refund equal to his or her own required contributions, if any, made to the Plan prior to January 1, 1965, with Credited Interest thereon, in which case the University's corresponding contributions for such period credited to the Member's Money Purchase Component Account shall be returned to the University by the December 31st of the year following the year in which the contributions were forfeited, unless used by the University to satisfy or reduce its contribution obligations under Section 4.05(1) of the Plan.

In the event that the Member elects either of the foregoing options, or both, the amount of benefit payable pursuant to Section 10.01 shall be correspondingly reduced.

10.03 Transfers of Amounts On and After January 1, 1989

Any transfers of commuted value of the supplementary pension in accordance with Section 10.01 on and after January 1, 1989 will not exceed the maximum amount prescribed under the *Income Tax Act*, and the excess of the commuted value, plus Credited Interest, if any, over the amount transferred will be paid in cash to the Member, subject to the requirements of the *Pension Benefits Act*.

10.04 Additional Voluntary Contributions

A Member whose Continuous Service is terminated other than by death, disability or retirement and who prior to termination of employment has made additional voluntary contributions and/or has deposited special lump sum voluntary contributions to his or her credit in the Plan may elect one of the following settlements with respect to such contributions and the Credited Interest thereon:

- (1) to have an amount equal to the total of such contributions with Credited Interest thereon transferred to his or her credit in the pension plan of a subsequent employer as a special lump sum voluntary payment, if that plan so permits; or
- (2) to leave such additional voluntary contributions on deposit in the Plan for the provision of such amount of pension benefit on a money purchase basis as can be provided from the balance plus Credited Interest, at the date of pension commencement, in accordance with Section 7.04 of the Plan; or
- (3) to receive a lump sum payment equal to the total of the additional voluntary and special lump sum voluntary contributions with Credited Interest thereon, subject to the provisions of Section 10.05 below; or
- (4) to transfer an amount equal to the total of such contributions with Credited Interest thereon to his or her registered retirement savings plan or registered retirement income fund.

10.05 Special Transferred Contributions

A Member whose Continuous Service is terminated other than by death, disability or retirement and who has arranged for the transfer to his or her credit of special lump sum voluntary contributions which, by agreement with a former employer, are required to be "locked-in" for the provision of pension benefits, may elect one of the following options with respect to such contributions:

- (1) to have such amount transferred to the registered pension plan of a subsequent employer, provided that employer enters into an agreement with the University that such contributions will be held for the provision of pension benefits at retirement in accordance with the *Pension Benefits Act*; or
- (2) to leave such additional voluntary contributions on deposit in the Plan for the provision of such amount of pension benefit on a money purchase basis as can be provided from the balance plus Credited Interest, at the date of pension commencement, in accordance with Section 7.04 of the Plan; or

- (3) to have such amount transferred to a "locked-in" registered retirement savings plan or life income fund which complies with the provisions of the *Pension Benefits Act*, for the provision of pension benefits at retirement.

10.06 Members on Lay-Off

For the purpose of Section 10, the employment of a Member on lay-off is not terminated until his or her rights to recall for employment have expired or until he or she resigns from employment with the University, whichever occurs first.

10.07 Grow-In

Notwithstanding any other provision in the Plan, a Member whose employment is involuntarily terminated on or after July 1, 2012 (in circumstances that are an "activating event" under Section 74 of the *Pension Benefits Act*), and whose age plus Continuous Service equal at least fifty-five (55), may be entitled to additional early retirement enhancements pursuant to the *Pension Benefits Act*, and such Member's benefits shall be adjusted accordingly.

Commented [AK14]: It is our practice to include a brief reference to grow-in so that anyone reviewing or administering the plan is reminded of this member right under the legislation.

Section 11 - Benefits on Death

11.01 **Death Prior to Pension Commencement - Benefits Accrued Prior to January 1, 1987**

(1) **Eligible Spouse Benefit**

In the event of the death, prior to pension commencement and prior to the cessation of Continuous Service, of a Member who leaves a surviving Eligible Spouse from whom the Member was not living separate and apart at the date of death, the Eligible Spouse shall be entitled to elect to receive a benefit determined in accordance with paragraph (a) or (b) below:

(a) **Pension Benefit**

The Eligible Spouse may elect to receive a pension commencing on the first day of the month following the date of the Member's death, in an amount equal to not less than 50% of the pension which would have been payable to the deceased Member in respect of his or her Plan membership prior to January 1, 1987, had the date of death been the Member's normal retirement date.

Such pension will first be in such amount as can be provided to the Eligible Spouse from that portion of the balance in the deceased Member's Money Purchase Component Account at the date of death which accrued in respect of the Member's required contributions and corresponding University contributions made prior to January 1, 1987, with Credited Interest, and based on the actuarial tables in force for Plan purposes at that time, which shall be subject to adjustment as determined in Section 13 of this Plan.

When necessary, the Eligible Spouse will also receive such amount of supplementary pension from the Minimum Guarantee Fund as may be required to provide a total benefit during each Pension Year equal to 50% of the minimum guaranteed benefit which would have been payable to the deceased Member in respect of his or her Credited Service prior to January 1, 1987, had the date of death been the Member's normal retirement date.

The supplement required to provide the minimum guaranteed benefit will commence as of the first day of the month following the death of the deceased Member and will be payable for the Eligible Spouse's remaining lifetime.

(b) **Lump Sum Benefit**

In lieu of the pension benefit described in Section 11.01(1)(a), ~~and subject to Section 16.09,~~ the Eligible Spouse may elect to receive a single lump sum payment equal to the greater of:

- (i) that portion of the balance in the deceased Member's Money Purchase

Component Account at the Member's death which accrued in respect of the Member's required contributions and corresponding University contributions made prior to January 1, 1987, with Credited Interest; and

- (ii) the Actuarial Equivalent of a lifetime pension payable to the Eligible Spouse, which is equal to one-half of the amount which would have been payable to the Member in respect of his or her Plan membership prior to January 1, 1987, had the date of death been the Member's normal retirement date.

(c) Settlement of Spousal Death Benefit

An Eligible Spouse who is entitled to elect an option hereunder shall make such election within the 90-day period following the date on which the Eligible Spouse receives notice from the University of the benefits and options available from the Plan. If the Eligible Spouse fails to make such election within that period, he or she shall be deemed to have elected an immediate pension payable for the Eligible Spouse's lifetime, pursuant to Section 11.01(1)(a).

Commented [AK15]: These details are covered below for the post-1986 death benefit but missing for the pre-1987 piece. We have added this here for clarity.

(2) Spousal Waiver

The Eligible Spouse may waive the Eligible Spouse's entitlement described in Section 11.01(1) of the Plan.

(3) Payment to Beneficiary or Estate

In the event of the death, prior to pension commencement, of:

- (a) a Member whose Continuous Service has not ceased but who is not survived by an Eligible Spouse pursuant to Section 11.01(1) or whose Eligible Spouse has waived the entitlement pursuant to Section 11.01(2) of the Plan; or
- (b) a Member whose Continuous Service has ceased but who elected to leave his or her required contributions on deposit in the Plan pursuant to the applicable provisions of Section 10;

the designated beneficiary of the deceased Member or, failing that, the estate of the deceased Member shall be entitled to receive a lump sum cash settlement equal to that portion of the balance in the deceased Member's Money Purchase Component Account at the date of death which accrued in respect of the Member's required contributions and corresponding University contributions made prior to January 1, 1987, with Credited Interest.

11.02 Death Prior to Pension Commencement - Benefits Accrued on and after January 1, 1987

(1) Amount of Benefit

In the event of the death of a Member prior to pension commencement, the deceased Member's surviving Eligible Spouse from whom the Member was not living separate and apart at the date of death, shall be entitled to receive a death benefit equal to:

- (a) that portion of the balance in the deceased Member's Money Purchase Component

Account at the date of death which accrued in respect of the Member's required contributions and corresponding University contributions made on and after January 1, 1987, with Credited Interest; and

- (b) the amount, if any, by which 100% of the commuted value of the Member's supplementary pension from the Minimum Guarantee Fund, if any accrued under the Plan in respect of his or her Credited Service on and after January 1, 1987 and determined in accordance with the provisions of Section 7.01(2), Section 7.02(2) or Section 7.03(2), whichever is applicable, exceeds the amount described in Section 11.02(1)(a).

Notwithstanding the foregoing, in the event that:

- (i) the Member does not leave a surviving Eligible Spouse;
- (ii) the Member and his or her surviving Eligible Spouse were living separate and apart at the date of the Member's death; or
- (iii) the Member and his or her Eligible Spouse have waived the Eligible Spouse's entitlement under this Section 11.02(1) in the form and manner prescribed under the *Pension Benefits Act*;

the designated beneficiary of the deceased Member or, failing that, the estate of the deceased Member shall be entitled to receive the value of the benefit determined under this Section 11.02(1) in a single lump sum.

The death benefit payable pursuant to this Section 11.02(1) shall be in addition to any benefit payable pursuant to Section 11.01.

(2) Settlement of Spousal Death Benefit

Subject to Section 16.09, the surviving Eligible Spouse of a Member who is entitled to a death benefit pursuant to Section 11.02(1) may elect to receive payment of that death benefit in the form of:

- (a) a single lump sum payment; or
- (b) an immediate or deferred life annuity payable for the Eligible Spouse's lifetime, with or without a guarantee period, provided, however, that any guarantee period shall not exceed 15 years.

An Eligible Spouse who is entitled to elect an option hereunder shall make such election within the 90-day period following the date on which the Eligible Spouse receives notice from the University of the benefits and options available from the Plan. If the Eligible Spouse fails to make such election within that period, he or she shall be deemed to have elected the immediate pension payable pursuant to Section 11.02(2)(b) ~~without a guarantee period~~.

Commented [AK16]: Clarification only.

The election by the Eligible Spouse of the form of the death benefit pursuant to Section

[11.02\(f\)](#) shall be consistent with the election of the form of death benefit payable to the Eligible Spouse under Section 11.01(1)(a) or 11.01(1)(b), as applicable, subject to any requirements of the Pension Benefits Act.

Commented [AK17]: Clarification only

11.03 Death Prior to Pension Commencement - Dependent Children's Benefit

In the event of the death of a Member before pension commencement, if the deceased Member is survived by children who have not yet attained the age of 18, a dependent children's benefit will be payable [in addition to any benefit payable pursuant to Section 11.01 or 11.02](#).

Commented [AK18]: Clarification that there is no offset of this benefit against the other death benefits payable.

The total monthly amount of the dependent children's defined benefit payable from the Minimum Guarantee Fund will be equal to .00833 multiplied by the deceased Member's annual rate of Earnings as of the date of his or her death, subject to a maximum benefit of \$300 a month. The benefit payable, or a pro rata share thereof on behalf of each surviving eligible child, will be paid to the legal guardian of each such child up to and including the month of attainment of age 18 or earlier death. Upon cessation of payment on behalf of a child, the benefit payable to the other surviving dependent children, if any, will be re-calculated so that the total amount is redistributed equally among the surviving dependent children.

11.04 Death After Pension Commencement

In the event of the death of a Member following pension commencement, benefits will be payable to the Member's Eligible Spouse, designated beneficiary, joint annuitant or estate, whichever is applicable, in accordance with the provisions of the normal or optional form of pension [elected](#) by the Member.

11.05 Benefit from Voluntary Contributions

(1) Prior to Retirement

In the event of the death prior to pension commencement of a Member who has made additional voluntary contributions and/or special lump sum additional voluntary contributions to the Plan, there shall be payable to the beneficiary designated by the deceased Member in accordance with Section 12.01 a settlement equal to the total amount of such contributions with Credited Interest thereon. If the Eligible Spouse is the designated beneficiary, the Eligible Spouse may elect to receive the benefit in the form of a variable annuity which will remain constant during the balance of the Pension Year but which will be subject thereafter to adjustment as determined in Section 13 of this Plan.

(2) Following Pension Commencement

In the event of the death following pension commencement of a Member who has made additional voluntary contributions and/or special lump sum voluntary contributions to the Plan, benefits will be payable in accordance with the form of benefits elected by the Member prior to retirement.

Section 12 - Designation of Beneficiary and Payment of Lump Sum Death Benefits

12.01 Designation of Beneficiary

A Member may, by written notice to the University during his or her lifetime, designate a beneficiary to whom, in the event of the death of such Member, shall be paid any lump sum death benefits owed under the Plan pursuant to Sections 11.01, 11.02, 11.04 and 11.05. Provided there are no legal or other restrictions to the contrary, the Member may from time to time revoke or alter any designation without the consent of the former beneficiary. Each written notice shall be given in a form and executed in a manner as the University, in its sole discretion, from time to time determines.

The ~~rights~~ of ~~a Member to designate any designated~~ beneficiary hereunder shall be subject to the rights of any surviving Eligible Spouse as described in Sections 9.01(3), 11.01(1) and 11.02.

Commented [AK19]: Clarification only. Member can always designate any beneficiary but those beneficiary rights will be subject to any spousal rights that supersede.

12.02 Eligible Spouse

Subject to the provisions of Section 11.02(2), if the designated beneficiary is the deceased Member's Eligible Spouse, the Eligible Spouse may elect, by written notice filed with the University ~~and within the time period prescribed by the University~~ 90 days of receiving an option statement, that settlement of any death benefits ordinarily payable in a lump sum be made in the form of an immediate or deferred life annuity that commences before the Eligible Spouse attains age 71 or within one year of the Member's death, if later (or such other time as is acceptable under the *Income Tax Act*), which is either fixed or variable in amount and which is with or without a guaranteed period. The Eligible ~~Spouse of former~~ Spouse may also elect to have the lump sum amount transferred directly on his or her behalf to a registered retirement savings plan or a registered retirement income fund.

In all other cases the death benefit shall be paid as a lump sum.

Commented [AK20]: Small changes were needed to ensure plan matches amendment effective July 1, 2015. These words were missed in consolidated plan text.

12.03 Lack of Designated Beneficiary

If on the death of a Member ~~in respect of whom a lump sum is payable~~, there ~~shall be~~ is no designated beneficiary, or ~~if the designated beneficiary shall not then be living~~ has predeceased the Member, any benefits which may be payable shall be paid to the deceased Member's estate. Such settlement shall be made in a single lump sum.

Commented [AK21]: Amended to be clear that if a lump sum is payable, member can have a designated beneficiary.

12.04 Death of Beneficiary after Payments Commence

If a designated beneficiary who is entitled to receive benefit payments as a result of the death of a Member should die before the end of any guaranteed payment period, the balance of the payments shall be paid to the estate of the designated beneficiary, in a single lump sum equal to the commuted value of such payments as determined by the Actuary.

Section 13 - Adjustment of Pensions

13.01 Adjustment and Non-Reduction of Pensions

- (1) Pensions which first ~~become~~became payable prior to January 1, 2015 -under Sections 7.01, 7.02, 7.03, 7.04, 8.02, 9, 11.01(1)(a) and 11.02(2)(b), ~~whichever is applicable~~, will be subject to adjustment, as determined by the Actuary, at the commencement of each Pension Year, starting with the Pension Year subsequent to the year in which the pension begins to be paid. The percentage adjustment is determined by the following formula:

$$\left[\frac{(1 + A)}{(1 + B)} - 1 \right] \times 100\%$$

where:

A is the Moving Four Year Average Fund Return at the commencement of each Pension Year, expressed as a decimal to six places; and

B is 0.06.

- (2) Pensions which first ~~become~~became payable on and after January 1, 2015 under Sections 7.01, 7.02, 7.03, 7.04, 8.02, 9, 11.01(1)(a) and 11.02(2)(b), ~~whichever is applicable~~, will be subject to adjustment, as determined by the Actuary, at the commencement of each Pension Year, starting with the Pension Year subsequent to the year in which the pension begins to be paid. The percentage adjustment is determined by the following formula:

$$\left[\frac{(1 + A)}{(1 + B)} - 1 \right] \times 100\%$$

where:

A is the Moving Five Year Average Fund Return at the commencement of each Pension Year, expressed as a decimal to six places; and

B is 0.06.

- (3) Notwithstanding the provisions of Sections 13.01(1) and 13.01(2), in the event that the amount of pension payable under Section 7.01, 7.02, 7.03, 7.04, 8.02, 9, 11.01(1)(a) or 11.02(2)(b), whichever is applicable, as adjusted at the commencement of any given

Pension Year is less than the amount of pension paid in the previous Pension Year, the amount of pension paid shall not be reduced, but shall remain the same as that paid in the previous Plan Year.

Section 14 - Trust Fund

14.01 Continuation of Fund

The University will continue the operation of a Trust Fund in accordance with the provisions of the Trust Agreement entered into between the University and the Board of Trustees as of January 1, 1977.

14.02 Board of Trustees

Administration of the Trust Fund shall be vested in a Board of Trustees, comprised of persons appointed by the University who may be, but need not be, Members of the Plan, and each of whom shall be resident in Canada, and who meet the requirements of the *Pension Benefits Act* and the *Income Tax Act*.

As at ~~June 25, 1992~~ July 1, 2016, the Board of Trustees is comprised of:

- (1) three members of the Board of Governors of the University;
- (2) three members of the administration recommended by the President of the University, one of whom shall be the nominee of the York University ~~Confidential~~ Professional and Managerial ~~Group~~ Employees Association;
- (3) two members of the York University Faculty Association, as recommended by that Association;
- (4) two members of the York University Staff Association, as recommended by that Association; ~~and~~
- (5) one member each from the Canadian Union of ~~Educational Workers~~ Public Employees Local 33903, the Canadian Union of Public Employees Local 1356, the Canadian Union of Public Employees Local 1356-1, and the International Union of Operating Engineers Local 796, as recommended by the respective Union.
- (6) one member from the Osgoode Hall Faculty Association, as recommended by that Union ~~Association; and~~
- (7) one member from the York University Retirees Association.

The University shall appoint a Chairperson from the Board of Trustees to preside at meetings, and a Vice-Chairperson to act in the absence of the Chairperson. The Board of Trustees shall appoint a Secretary to keep minutes of its proceedings, prepare and countersign official documents, and discharge such other duties as may be assigned by the Board of Trustees or the Chairperson.

Commented [AK22]: The changes to this 14.02 were in an amendment effective April 1, 2004 and were missing from the consolidated plan text.

14.03 Responsibilities of Trustees

The Trust Fund will be administered by the Board of Trustees in accordance with the terms of the Trust Agreement, but will be subject to the provisions of the Pension Benefits Act with respect to the investment of such funds.

A copy of the Trust Agreement may be examined by a Member of the Plan at any reasonable time in the office of the Secretary of the University.

The Board of Trustees' powers and responsibilities shall include, but not be limited to, the following:

- (1) to approve the Statement of Investment Policies and Procedures (SIP&P) for the Trust Fund, asset classes and target allocations for the asset mix policy, manager structure, and other investment policies that are reasonable and necessary to provide for the prudent investment of the Trust Fund;
 - (2) to appoint/terminate and monitor the Plan's investment managers, custodian, auditor, Actuary, and other independent professional advisors, as required;
 - (3) to approve the annual operating budget for investment expenses and monitor expenses relative to the budget;
 - (4) to monitor fund and asset class performance, asset mix and manager allocations, compliance with the SIP&P and all other investment policies, and achievement of Trust Fund objectives; and
 - to monitor compliance of the Sub-Committee on Investment Performance with its Terms of Reference.
- (5) _____

14.04 Deposit

All contributions by Members and by the University for the provision of benefits under the Plan will be deposited in the Trust Fund.

14.05 Payment of Benefits

All benefits will be paid from the Trust Fund; provided, however, the University may, in its sole discretion, direct the Board of Trustees to purchase an annuity from an insurance company licensed to do business in Canada in lieu of the payment of any benefit directly from the Trust Fund.

14.06 Expenses

All direct expenses with respect to the operation or administration of the Plan and the Fund will be payable from the Trust Fund unless the University elects to pay such expenses.

14.07 Appointment of Actuary

The Board of Trustees shall appoint an Actuary who shall report annually to the Board of Trustees upon the condition of the Trust Fund and any action which may be necessary or desirable to

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Commented [AK23]: We would recommend adding additional wording here about the responsibilities of the Trustees. The sample wording here is taken from the Terms of Reference for the Board of Trustees.

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safeguard the same or improve its operation.

Section 15 - Administration of Plan

15.01 Responsibility for Administration

The administrator of the Plan shall be the University which shall be responsible for all matters relating to the administration of the Plan and may delegate such matters as it deems appropriate to be performed by one or more agents. The University shall decide conclusively all matters relating to the operation, interpretation and application of the Plan.

15.02 Records

The University shall be responsible for keeping records with respect to the Members, including all data necessary to determine the benefits to which each Member may be entitled. The records of the University shall be deemed to be conclusive of the facts contained therein and shall be binding upon all Plan Members.

The University shall notify the Board of Trustees of all claims against the Trust Fund and shall document such claims as necessary. The University shall record the source of all contributions to the Plan and transmit such contributions as are received to the Trust Fund within the time limits specified in the *Pension Benefits Act*. All communications from Members concerning their benefits, privileges and responsibilities under the Plan shall be dealt with by the University and, when necessary, these shall be transmitted through the Board of Trustees.

15.03 Payment of Benefits

The University shall be responsible for the validation of all claims against the Trust Fund, including the obtaining of all necessary declarations, certificates or other evidence of any condition or thing whose determination is required for the proper administration of the Plan. The University shall be empowered to recommend to the Board of Trustees that in any case where such evidence is not presented, benefits otherwise payable under the Plan should be deferred or indefinitely suspended until such time as the necessary declaration, certificates or other evidence is provided at which time payments will commence and will be made retroactive to the date of the deferral.

15.04 Incompetency

In any case where a person entitled to any benefit payable under the Plan is incompetent to act on his or her own behalf, the benefit shall be paid to the Member's legally appointed committee or trustee.

Section 16 - General Provisions

16.01 Proof of Age

No payment of pension benefits shall commence to any Member ~~or any~~ Eligible Spouse or dependent child of a deceased Member until satisfactory proof of age has been furnished to the University. Should a Member elect a joint and survivor option, proof of age of the joint annuitant must also be furnished before payment of the pension can commence. Upon furnishing satisfactory proof of age, any deferred payment shall be made retroactively.

16.02 Non-Assignability and Non-Commutability of Benefits

Except as specifically provided by the *Pension Benefits Act*, assets held in the Trust Fund under the terms of this Plan shall not be given as security or be subject to anticipation, assignment, alienation, sale, transfer, pledge, encumbrance, garnishment or charge or to attachment or other legal process for the collection of the debts of any Member. The Plan provisions shall not be construed to confer upon any Member, beneficiary, personal representative or dependent or any other person any right or interest in the assets of the Trust Fund which is capable of being surrendered or commuted except as specifically provided for in the Plan.

16.03 Employment Rights

Participation in the Plan shall not enlarge upon or establish any rights to employment with the University which the Member did not formerly possess as an Employee of the University.

16.04 Form of Notice

Any notice or election to be made or given for any purpose of the Plan, whether by a Member or by the University, shall be made, given or communicated, as the case may be, in such manner as the University shall determine and in accordance with any applicable legislation.

16.05 Small Benefits

Notwithstanding any other provision of the Plan, in the event:

~~(6)~~ the annual pension to which any Member is entitled at normal retirement date pursuant to Section 7.01 plus any other locked-in contributions, does not exceed 4% of the Year's Maximum Pensionable Earnings in the year of the Member's termination of employment, or

~~(4)~~(7) the balance of the Member's Money Purchase Component Account, the commuted value of the supplementary pension, if any, plus any other locked-in contributions to which the Member is entitled, is less than 20% of the Year's Maximum Pensionable Earnings in the year of the Member's termination of employment, or

~~(2)~~(8) such larger amount as may be permissible from time to time,

the University may, in its sole discretion, authorize that such benefit be payable quarterly, in an amount which is the Actuarial Equivalent thereof, or that it be paid in a single lump sum equal to

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Commented [AK24]: Added "Section 7.01 plus other locked-in contributions" for clarity but we should confirm that is accurate in relation to administrative practice.

Commented [AK25]: Added "plus any other locked-in contributions" for clarity.

the balance of the Member's Money Purchase Component Account and the commuted value (such value not to exceed the limits under paragraph 8503(2)(m) of the regulations under the *Income Tax Act*) of the supplementary pension, if any, to which the Member is entitled.

16.06 Maximum Guaranteed Benefits in Subsequent Years

The maximum lifetime pension payable under the defined benefit provision of the Plan in each calendar year subsequent to the calendar year in which a Member's pension commences shall be determined as the maximum lifetime pension payable under the defined benefit provision of the Plan in accordance with the *Income Tax Act* multiplied by the ratio of:

- (1) the average of the Consumer Price Index, as defined in the *Income Tax Act*, for the twelve months ending September 30 of the immediately preceding calendar year to
- (2) the average of the Consumer Price Index, as defined in the *Income Tax Act*, for the twelve months ending September 30 in the calendar year immediately preceding the calendar year in which the Member's pension commenced.

16.07 Treatment of Benefits on Marriage Breakdown

(1) Support Obligations

Upon the breakdown of a Member's spousal relationship, payments under the Plan are subject to execution, seizure or attachment in satisfaction of an order for support or maintenance enforceable in Ontario or another relevant jurisdiction, to a maximum of one-half of the money payable.

(2) Division of Property

Upon the breakdown of a Member's spousal relationship, the Member may assign up to and including 50% of the pension benefits accrued by the Member under the Plan during the spousal relationship, calculated in accordance with the requirements of the *Pension Benefits Act*, to the party to a domestic contract, court order or family arbitration award.

If a domestic contract or court order granting a party interest in the Member's pension benefits was made before January 1, 2012, the party is entitled to receive his or her share of the Member's pension benefits in accordance with the *Pension Benefits Act*.

If a domestic contract, court order or family arbitration award granting a party interest in the Member's pension benefits was made on or after January 1, 2012, the party is entitled to receive his or her share of the Member's pension benefits pursuant to the *Pension Benefits Act* and in accordance with the following:

- (a) if the Member's pension has not yet commenced as at the date of separation, and the *Pension Benefits Act* so prescribes, as an immediate lump sum amount that must be transferred on a locked-in basis to a vehicle prescribed under the *Pension Benefits Act*, or
- (b) if the Member's pension is already in pay as at the date of separation, as a portion of the Member's monthly pension payments, or, as otherwise prescribed under the *Pension Benefits Act*.

Once the party to the domestic contract, court order or family arbitration award receives his

or her share of the Member's pension, the value of the Member's or former Member's pension benefits will be adjusted to reflect the election of such option. This adjusted value will be used to determine the pension payable under Section 7.01, 7.02, 7.03, 9.01, 9.02 or 9.03, 10.01, 10.02, 11.01 or 11.02 of the Plan, as applicable.

If the Member is already in receipt of a joint and survivor pension at the date of separation, the Member's former spouse may waive his or her entitlement to the survivor pension and the Member's pension shall thereafter be adjusted to the normal form of pension for a Member without an Eligible Spouse, payable to the Member for the remainder of his or her life only. To waive the survivor benefit, the former spouse must submit the prescribed waiver form, a certified copy of a domestic contract, court order or family arbitration award that explicitly provides for the waiver, and complete any other steps or documentation as may be required by the University or the *Pension Benefits Act*.

Commented [AK26]: This is a new paragraph we have added because this type of waiver (which is permitted under legislation since Bill 133 came into force January 1, 2012) was not previously addressed.

16.08 Construction

The provisions of this Plan shall be construed, governed and administered in accordance with the laws of the Province of Ontario.

16.09 Transfer of Lump Sum Payments

A surviving Eligible Spouse, a Member or a former Member who is entitled to a lump sum payment in accordance with Sections 10.04(3), 11.01(1)(b), 11.02(2), 11.05(1), 16.05 or 16.0510 may elect to have the lump sum amount transferred directly to a registered retirement savings plan established in accordance with the *Income Tax Act* or a registered retirement income fund established in accordance with the *Income Tax Act*. If the Eligible Spouse, a Member or a former Member, as applicable, does not make such an election within the time provided under the *Pension Benefits Act*, the University will pay the amount in cash.

Any transfer of commuted value of the supplementary pension to a Member or former Member in accordance with this Section 16.09 will not exceed the maximum amount prescribed under the *Income Tax Act*, and the excess of the commuted value, plus Credited Interest, if any, over the amount transferred will be paid in cash to the Member, subject to the requirements of the *Pension Benefits Act*.

16.10 Shortened Life Expectancy

Where a former Member or retired Member establishes, by a written statement from a qualified medical doctor, that he or she has an illness or physical disability that is likely to shorten the Member's life expectancy to less than two years, he or she may elect to convert the pension to a lump sum payment, in accordance with the prescribed conditions under the *Pension Benefits Act* and subject to the *Income Tax Act*.

Commented [AK27]: Legislation requires this to be added to the Plan text. It was previously missing.

Section 17 - Future of the Plan

17.01 Continuation of Plan

The University intends to maintain indefinitely the Plan in force but, nevertheless, reserves the right to amend or discontinue the Plan, in whole or in part, at any time or times, as the Board of Governors, in its absolute discretion, may determine.

17.02 Amendment of Plan

No amendment to the Plan shall operate to reduce the benefits or any supplementary pension in respect of those benefits accrued under the Plan to the Members prior to the date of such amendment nor shall such action entitle the University to recover any contributions whatsoever made by the University to the Trust Fund prior to the date of such amendment.

Where an amendment or an event to the supplementary pension provision of the Plan results in a certifiable past service pension adjustment (as defined under the *Income Tax Act*) in respect of a Member, the amendment or event shall not apply to such Member prior to certification of the past service pension adjustment in accordance with the *Income Tax Act*.

17.03 Discontinuance of Plan

In the event of discontinuance of the Plan for any reason, the University shall not be able to recover any sums paid to the date thereof, nor shall the University be obliged to make any further contributions to the Plan with respect to the service of Members after the date of such discontinuance. The assets of the Trust Fund shall be distributed in accordance with the provisions of the *Pension Benefits Act* for the benefit of Members, retired Members, Members entitled to deferred vested benefits, their respective estates, beneficiaries and joint annuitants in such equitable manner as may be determined by the University in consultation with the Actuary. Such benefits may be provided through the continuation of the Trust Fund, the establishment of a new Trust Fund for the purpose, or through the purchase of deferred or immediate annuity contracts.

17.04 Statutory Requirement

In the event of wind-up of the Plan, the provision of all benefits shall be subject to the provisions of the *Pension Benefits Act*. If there should remain assets in the Trust Fund after the maximum benefits as described in Section 7.06 have been provided and any *Income Tax Act* requirements respecting certifiable past service pension adjustments have been met, such assets shall revert to the University subject to the receipt of the prior written approval of the [Pension Financial Services](#) Commission of Ontario.

Commented [AK28]: Section 18 (History of the Plan) removed because it repeats the information already contained in the Introduction.

Commented [AK29]: Did not include the resolutions that were included in the consolidated plan text for early retirement windows. Those windows are from the 1990s and are all closed now. No need to refer to them in the current plan text.

**RESOLUTION OF THE BOARD OF GOVERNORS OF
YORK UNIVERSITY**

WHEREAS York University (the “University”) established and maintains the York University Pension Plan (the “Plan”), registration number 0329763; and

WHEREAS by Section 17.01 of the Plan, the University reserves the right to amend the Plan; and

WHEREAS the University wishes to restate the Plan effective January 1, 2017 to incorporate all Plan amendments to date, to ensure the Plan is compliant with applicable legislation, and to make certain ‘housekeeping’ changes and clarifications;

NOW THEREFORE BE IT RESOLVED THAT, effective January 1, 2017:

1. The Plan restatement in the form attached hereto shall be and is hereby adopted and approved by the University.

The proper officers of the University are hereby authorized and directed to do anything required to give effect to this resolution, including but not limited to making any changes to the resolution required by the regulatory authorities.

CERTIFIED that this is a true copy of a resolution of the Board of Governors of York University duly considered and approved by the Board of Governors at its meeting on this ___ day of _____, 2019.

DATED this _____ day of _____, 2019.

Secretary

Board of Governors

Memorandum

To: Board of Governors

From: Randy Williamson, Chair, Land and Property Committee

Date: 26 February 2019

Subject: Major Capital Projects Priorities – Approval

Recommendation:

The Land and Property Committee recommends that the Board of Governors approve the proposed list of Major Capital Project Priorities.

Background

The purpose of this recommendation is to create a Board of Governors approved list of Major Capital Priorities.

The University has identified a number of reasons to create and maintain a list of institutional capital priorities.

1. From time to time, governments announce specific capital funding programs. Examples are the Strategic Innovation Fund (SIF) program introduced in 2015, and the Knowledge Infrastructure Program (KIP) introduced in 2009. In both of these cases, submission criteria required very short turnaround time between call and submission deadlines, short timelines to deliver projects against the funding programs' objectives, and approval by institution's governing bodies of the projects submitted for competition.
2. Members of the University community are well served by institutional capital priorities being articulated and shared.
3. Leaders of units are well served by clear processes for identification of institutional capital priorities. It allows the project champion to allocate appropriate resources to support the processes to move the project from priority to implementation, including functional programming, focus of unit objectives and donor cultivation to name a few.
4. Long-term financial planning requires consideration of needs to fund institutional priorities.

Board of Governors - Land and Property Committee

Definition of Major Capital Priority Project

It is recommended that, for the purpose of the prioritization of capital projects submitted for Board approval, projects meet the following criteria:

1. Capital cost is estimated to exceed \$10M
2. Funding for the project is not assured or, perhaps not identified.
3. University Administration has identified the project as being necessary to achieve the strategic objectives of the University as identified in the University Academic Plan, the Strategic Research Plan, or another strategic plan of the University.

Once defined as a Major Capital Priority, the project will be resourced with:

1. Development and maintenance of a Functional Space Program (FSP).
2. Development and maintenance of conceptual drawings.
3. Development and maintenance of materials to describe and advocate for the project to government and donors.
4. Alignment of University Administration's objectives and activities with promoting the project for funding and implementation.

Current

Attached as Appendix A is the recommended list of Major Capital Project Priorities. The projects meet the criteria outlined above.

University Administration recommends the following prioritization of listed projects:

1. Markham
2. Sherman expansion. As is noted in Appendix A, funding sources for this project have been identified and, with Board approval, this project will move from Major Capital Project Priority to a project being delivered, or an Existing Project.
3. Engineering II building.
4. Scott Library Improvements.

A characteristic of a Major Capital Project Priority is that the prioritization is fluid and will adapt to current programs and donor interests. Therefore, the projects identified will not necessarily be resourced or delivered in the order of prioritization.

Board of Governors - Land and Property Committee

Attached as Appendix B is a list of other, non-real-capital priorities of the University that have significant resource needs and are also multi-year projects. This list is provided for context.

Appendix A					
MAJOR CAPITAL PRORITIES - SUMMARY (CURRENT)					
February 25, 2019					
PROJECT	PROJECT SUMMARY	APPROXIMATE SIZE	APPROXIMATE COST	CURRENT STATUS (i.e. Functional Program, Rendering)	INTERNAL FUNDING
Engineering II building	To accommodate growth in Science and Engineering programs with emphasis on the Bio-Chemical discipline, and to provide for additional lab space for science programs.	231,000 sq ft	\$175 - 200M	Functional Space Programs (FSP) developed (FSP1) for SIF submission; new FSP (FSP2) is in development. Rendering Package and floor plans developed, but need to be updated to FSP2.	
Sherman expansion (The Neuro Science Program)	VISTA and accommodation of Health expansion. VISTA is a 24,000 sq ft project to consolidate critical neuroscience research facilities including research clean rooms, a surgical suite, procedure and storage rooms, housing and related infrastructure, veterinary quarantine, bio-hazard waste storage, offices for research technicians and a loading dock. Health Expansion is for 30,000 sq ft to add office space to create a series of research clusters to co-locate faculty members, graduate students, visiting scholars, and research staff.	54,000 sq ft	\$43.5M	RFSQ issued for architectural services. RFP prepared. FSP has been prepared.	\$4.70M Reserve. Allocation from debenture \$22.8M. University Fund/operating budget of Faculty of Health \$16M. (Submitted for Board approval in February 2019 through F&A Committee)
Scott Library improvements	The replacement of book stacks with compact shelving will increase floor capacity that will allow for the expansion of student study and lounge space or makerspace. In addition, the installation of a second elevator in an unused shaft and improvements to the escalator configuration will increase circulation and reduce existing traffic bottlenecks. Lighting and ventilation will also be improved.	118,000 sq ft affected	\$30M	Concept	
Markham	Original Project: To provide a new York University campus in York Region offering a variety of academic programs, on a 5 acre site	400,000 sq ft (original building)	\$253M (as originally designed)	Project re-definition under discussion.	\$30M identified in project approval as being from debenture, \$35M from fundraising, \$11.7M received from Province for design of original project.

Appendix B		
Other Major Prorities for Funding		
February 25, 2019		
Project	Cost	Comments
Student Information System (SIS)	\$ 41,000,000	
Deferred maintenance - annual increase to \$10M	\$ 20,000,000	over 5 years
Faculty Complement		
Central support for 2019-20 faculty hires	9,300,000	to be funded over 3 years from University Fund
Captial - wet labs	10,000,000	
Total	\$ 80,300,000	

York University Board of Governors – Minutes



Meeting: Open Session, 27 November 2018 at 1:30 pm
Glendon Hall, Glendon Campus

Present:

Paul Tsaparis, Chair
Francesca Accinelli
Jacques Demers
Antonio Di Domenico
Laura Formusa
Max Gotlieb
Debbie Jamieson
Konata Lake
Loretta Lam
Julie Lassonde
Ilana Lazar
Rhonda Lenton
David McFadden
David Mutimer
Earle Nestmann
Helen Polatajko
Anita Ramjattan
Joel Roberts
Eugene Roman
Ken Silver
George Turlakis
Bobbi White

Maureen Armstrong, Secretary
Kathryn White, Assistant
Secretary

Regrets:

Bill Hatanaka
Debbie Jamieson
Vijay Kanwar
Ajay Virmani
Randy Williamson

Others:

Terry Carter
Aldo DiMarcantonio
Richard Francki
Rob Hache
Alice Hovorka
Barb Joy
Ran Lewin
Patricia Lynch
Ijade Maxwell Rodrigues
Carol McAulay
JJ McMurtry
Jeff O'Hagan
Lisa Philipps
Rebecca Pillai-Riddell
Bud Purves
Lorne Sossin
Cheryl Underhill
Susan Webb

Elaine MacRae, Governance
Coordinator

I. Open Session

1. Chair's Items

Governors and community members were welcomed to the 457th meeting of the Board of Governors of York University. Helen Polatajko and Ken Silver were introduced as new governors.

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The Chair conveyed his enthusiasm for holding the meeting in Glendon Hall, an historic building and the original location of York.

The Chair acknowledged Senior Assistant Secretary of the University, Dr Robert Everett, retiring from York after 30 years in the Secretariat, and thanked Dr Everett for his support of Board activity, notably through his role of secretary to the Academic Resources Committee, and for his contributions to governance at the University.

a. Report on Items Decided in the Closed Session

The Chair reported that no items were decided in the Closed session.

b. Consent Agenda Approval

An amendment was introduced for the sole item on the consent agenda, the minutes of the meeting of 2 October 2018, to clarify item 7a, Revisions to the Responsible Investing Statement – SIPP. Following brief discussion, it was duly *agreed that the Board of Governors approve the minutes as amended.*

2. Executive Committee

Mr Tsaparis reported that the Executive Committee had engaged in discussion about the Risk Monitoring Report, which is based on input received during a risk assessment re-fresh with the President and Vice-Presidents in September 2018. The Committee agreed that, while the Finance & Audit and Executive Committees have a shared accountability for leading the risk monitoring process, overall risk monitoring is a Board responsibility and the Board should be invited to share perspectives on the risk landscape. In view of this, the Risk Monitoring Report will come forward to the Executive Committee bi-annually and to all Board Committees and the full Board on an annual basis.

a. Action Taken on Behalf of the Board

Referring to the written report circulated with the agenda, the decisions taken by the Executive Committee on time-sensitive matters were noted.

3. President's Items

a. Strategic Focus 2018-2019

Building on her presentation to Governors on key objectives for 2018-2019 at the 2 October meeting, President Lenton delivered a presentation, filed with these minutes, on the execution of the objectives and the requisite alignment of resources.

President Lenton detailed the most serious issues affecting the world, as identified by the World Economic Forum's Global Shapers Survey – including lack of education,

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poverty, food and water security, and climate change – to illustrate that university research, along with collaboration between universities, government at all levels, unions and other organizations, is essential to making progress on any of those issues. Turning to the question of situating York within that context, President Lenton reviewed the three core deliverables for the 2018-2019 year to advance the priorities of the University Academic Plan (UAP) – preparing students for success in a changing world, elevating global engagement and community partnerships, and growing research and innovation for societal impact – and encouraged governors to think about how each deliverable can be executed.

President Lenton shared a SWOT analysis, informed in part by the results of the Risk Monitoring exercise, highlighting that the current Ontario environment is a challenging one and that cuts to University funding – in addition to the cancellation of funding for Markham Centre Campus – are anticipated. Regarding Markham, the University is exploring next steps for options that would allow the campus to proceed.

In the uncertain provincial environment, the University must focus on what is essential to move its goals forward. Three paths have been identified to advance York as a leader in post-secondary education, with different levels of risk and potential associated with each one. A budget consultation has been undertaken with every Faculty, Senate and the Board to identify where resources should be focused in order to deliver on the three objectives.

b. Budget Consultation

Following on from President Lenton's presentation, Vice-President Finance and Administration Carol McAulay delivered a presentation on the Budget Consultation, filed with these minutes, in which she covered the following themes.

- The provincial context, including possible efficiency and accountability measures the provincial government may implement and their estimated impact on the University.
- The University's revenues and debt levels, with the operating grant moving to enrolment and performance-based funding beginning in 2020-2021 which will be distributed by the Province based on pre-established metrics.
- Strengths and achievements, including the maintenance of constant Student/Faculty ratios, the expansion of the research enterprise, and the increase in scholarships and bursaries provided to students by the University.
- The University's investments in support of UAP goals, including the plans to build the full-time faculty complement with up to 160 appointments in 2019-2020, the expansion of new programs and experiential educational opportunities, the

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growth of Continuing Education programming, the modernization of technology infrastructure and the renewal of classrooms and facilities.

Following the presentation, Governors shared comments and asked questions relating to the Budget Consultation.

c. Draft Statement of Policy on Free Speech

President Lenton and Professor Lorne Sossin, Osgoode, Chair of the Free Speech Policy Working Group, delivered a presentation on the Draft Statement of Policy on Free Speech, noting the following.

- The government's firm deadline of January 1, 2019 for publicly-assisted universities and colleges to approve and post their free speech policies, requiring a decision by Senate and the Board in December.
- The efforts of the Free Speech Policy Working Group to conduct broad consultations with the York community on the development of the Statement and the concerns shared about the composition of the Working Group, in particular that it did not include representatives of the undergraduate and graduate student unions.
- The Working Group's approach of drawing together existing York policies relating to free speech and synthesizing them in a manner responsive to the government and the York community.
- The Working Group's recommendations relating to the development of guidelines to govern interpretation and other follow-up activities relating to free speech.
- The joint advocacy of all Ontario university Executive Heads to express umbrage to the government about its intervention in University policy.

Following a brief discussion, the Chair notified governors that a teleconference would be held on 14 December to approve the Statement of Policy.

d. Kudos Report

The report as distributed was noted.

4. Academic Resources

On behalf of the Committee, Ms White provided a summary of key items of business discussed including options under consideration for Markham Centre Campus, internationalization, complement planning for 2018-2019, the enrolment outlook, the

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implementation of remediation plans, and the Annual Report on Research. A discussion of risk as applicable to this committee also was held.

a. Canada Research Chairs: Equity, Diversity and Inclusion Action Plan

Documentation was noted. Ms White advised the Board that, having been reviewed by the Board Academic Resources Committee and the Senate Academic Policy, Planning & Research Committee and approved by the Canada Research Chairs (CRC) Secretariat, the Equity, Diversity and Inclusion Action Plan required Board approval. Vice-President Research & Innovation Rob Haché noted that the Plan was prepared in response to the CRC Secretariat requirement that all universities develop an Action Plan to address the under-representation of individuals from the four designated groups as CRCs and to reach specified equity targets by December 2019. It was duly *agreed* that the Board of Governors approve the Canada Research Chairs Equity, Diversity and Inclusion Action Plan for York University.

5. External Relations

The Committee welcomed Ms Accinelli and Ms Ramjattan as new members. On behalf of the Committee, Ms Lassonde shared points of pride, including the Lassonde School of Engineering's partnership with Shopify, the establishment of the Allan I. Carswell Chair for the Public Understanding of Astronomy in the Faculty of Science, and the #3 ranking of Schulich School of Business in the Better World MBAs rankings. Ms Lassonde invited Chief Communications and Marketing Officer Susan Webb to deliver a presentation on an Instagram influencer campaign which involves seven York alumni who have large followings on the social media platform.

6. Finance and Audit Committee

On behalf of the Committee and in the absence of Mr Hatanaka, Ms White reported that the primary items of business included an update on the options under consideration for Markham Centre Campus, the Risk Monitoring Report, and a budget update from the Provost and Vice-President Finance and Administration.

a. Fees

Meal Plan Rates

York's meal plan rates are the lowest among Ontario universities. The 8% increase will ensure students have enough coverage through to the end of the year. The proposal is for one year only as the University is reviewing the "all you care to eat" plan model to assess its benefits for the York student body. Consultation with students will be undertaken as part of the review.

It was duly *agreed* that the Board of Governors approve the 2019-2020 Mandatory Meal Plan rates listed below.

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Mandatory Meal Plans – proposed rate changes	2018-2019	2019-2020
Bronze: increase of 8%	\$ 3250	\$ 3500
Silver: increase of 8%	\$ 3700	\$ 4000
Gold: increase of 8%	\$ 4150	\$ 4500
Platinum: increase of 8%	\$ 4600	\$ 5000
Convenience: increase of 8%	\$ 2175	\$ 2350

Undergraduate Residence Rates

The proposed rate increases are consistent with the 10-year Residential Renewal Housing Plan to renovate and refurbish the University's student residences and meet accessibility standards, approved by the Board in 2012. Following brief discussion, it was duly *agreed* that the **Board of Governors approve the 2019-2020 undergraduate residence rate increases listed below.**

- **Double and single rooms in the traditional dormitory-style residences, 3.85%**
- **Suite-style rooms in Calumet and Bethune residences, 3.50%**
- **Suite-style rooms in The Pond Road residence, 3.00%**

York Apartments Rental Rates

The proposed rate increases for the York Apartments have mirrored those imposed by the Ontario Rent Increase Guideline for in-lease rate increases. The increases proposed for units with new leases are in line with the 10-year Plan. It was duly *agreed* that the **Board of Governors approve the 2019-2020 York Apartments rental rate increases listed below.**

- **1.8% increase for all units with continuing leases, to reflect the allowable increase established by the Ontario Rent Increase Guidelines for January 2019.**
- **4.5% increase for units with new leases in Assiniboine and Atkinson Apartments effective 1 May 2019, for the 2019-20 academic year. This increase includes 2.7% for capital fund generation in support of the general renewal of housing stock and 1.8% for inflation as permitted by the rent increase guidelines.**
- **3.0% increase for units with new leases in Passy Garden Apartments effective 1 May 2019 for the 2019-20 academic year. This increase includes 1.2% for capital fund generation in support of the general renewal of**

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housing stock and 1.8% for inflation as permitted by the rent increase guidelines.

7. Governance and Human Resources Committee

On behalf of the Committee, Mr McFadden reported on the Committee’s key items of business including updates on labour relations and the recent legislation to repeal some elements of Bill 148, and a review of the Risk Monitoring Report. The Committee also discussed recent calls from the York community for broader representation of faculty members and individuals from the liberal arts and social justice communities on the Board. In response, the Committee will continue to consider ways of attracting individuals with excellent skills who also represent a broad range of perspectives and backgrounds.

a. Smoking Policy

The documentation was noted. The proposed policy, developed in response to the legalization of cannabis in October 2018, brings together the requirements of the *Smoke-Free Ontario Act, 2017*, the *Cannabis Act, 2017*, and *Toronto Smoking By-law 709*, to address smoking on York’s campuses. The internal working group that developed the policy will undertake consultations to assess the appetite for moving towards a smoke-free campus. It was suggested that the definition of smoking in Section 3 of the Policy be refined to state: **For the purposes of this policy, smoking includes the use of tobacco or cannabis in cigarettes, cigars, hookahs, blunts or pipes, and e-cigarettes.** It was duly *agreed* that the Board of Governors approve the Smoking Policy as amended.

8. Land and Property

On behalf of the Committee and in the absence of Mr Williamson, Dr Mutimer reported on the key items of business discussed by the Committee including the capital construction report and the Risk Monitoring Report.

9. Other Business

There was none.

10. *In Camera* session

An *in camera* session was held; no decisions were taken.

Paul Tsaparis, Chair _____

Maureen Armstrong, Secretary _____

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Special Meeting: 14 December 2018 at 8:00 am
 519 Kaneff Tower, Keele Campus and via Teleconference

Present, all by phone:

Paul Tsaparis, Chair
 Francesca Accinelli
 Jacques Demers
 Antonio Di Domenico
 Laura Formusa
 Max Gotlieb
 Bill Hatanaka
 Konata Lake
 Julie Lassonde
 Ilana Lazar
 Rhonda Lenton
 David McFadden
 David Mutimer
 Earle Nestmann
 Helen Polatajko
 Joel Roberts
 Eugene Roman
 Ken Silver
 Bobbi White
 Randy Williamson

Maureen Armstrong, Secretary
 Kathryn White, Assistant
 Secretary

Regrets:

Debbie Jamieson
 Vijay Kanwar
 Loretta Lam
 Anita Ramjattan
 George Turlakis
 Ajay Virmani

Others:

Lucas Anderson
 Terry Carter
 Sebastien Lalonde
 Jordan Madeira
 Carol McAulay
 Lisa Philipps
 Janice Walls

 Elaine MacRae, Governance
 Coordinator

1. Chair's Items

Governors were welcomed to the meeting.

2. Statement of Policy on Free Speech

President Lenton spoke to the proposed Statement of Policy on Free Speech distributed in the agenda. The following key points were highlighted:

- The Statement of Policy has been prepared to meet the provincial government's requirement that every publicly-assisted college and university develop and implement a free speech policy by 1 January 2019.

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- The Free Speech Policy Working Group, chaired by Professor Lorne Sossin, Osgoode, was tasked with developing the Statement in a manner that was responsive to the government and the York community.
- In view of York’s extensive existing policy commitments with respect to free speech, the Free Speech Policy Working Group drew together existing policies and synthesized them in the Statement of Policy.
- A comprehensive consultation process was conducted, the input from which extensively informed the statement. The Board of Governors had an opportunity to discuss the draft statement at the 27 November meeting.
- As a result of questions and recommendations that surfaced during the consultation process about the policies underlying the Statement, the Working Group has recommended that a range of follow-up activities relating to free speech be undertaken.
- Senate approved the Statement of Policy at its meeting of 13 December.
- Once the Statement is approved by the Board, it will be submitted to the Higher Education Quality Council of Ontario which will confirm the Statement’s compliance with the provincial government’s requirements.

It was duly *agreed* that the **Board of Governors approve the Statement of Policy on Free Speech.**

Paul Tsaparis, Chair

Maureen Armstrong, Secretary



**Academic Policy, Planning and Research
Academic Standards, Curriculum and Pedagogy
Joint Report to Board Academic Resources**

At its meeting of February 25, 2019

FOR INFORMATION

1. Report of the Joint Sub-Committee on Quality Assurance

Attached as Appendix A is a report from the Joint Sub-committee on Quality Assurance, transmitting to Board a collection of Final Assessment Reports from completed Cyclical Program Reviews as required by the York University Quality Assurance Procedures.

K. Michasiw, Chair, ASCP

L. Jacobs, Chair, APPRC

Joint Sub-committee on Quality Assurance Report to the Full Committees

Academic Policy, Planning and Research Committee Academic Standards, Curriculum and Pedagogy

The Sub-Committee met on November 19, 2018 and submits the following report to the full Committees.

1. Membership and Chair for 2018-2019

The Sub-Committee's membership for 2018-2019 was confirmed in September as follows:

Joanne Magee, Chair (Member designated by APPRC)
Richard Gasparini (Member designated by ASCP)
Rick Irving (Member designated by APPRC)
Tom Loebel (Dean of Graduate Studies ex officio)
Alice Pitt (Vice-Provost Academic ex officio)
Celia Popovic (Member designated by ASCP)

Cheryl Underhill (APPRC) and Kathryn White (ASCP) serve as the Sub-committee's secretaries. Additional support is provided by Julie Parna (Office of the Vice-Provost Academic).

All of the above were present at the meeting except for Professor Irving.

Professor Magee was confirmed as Chair of the Sub-committee for 2018-2019.

Since the time of the meeting, Professor Popovic stepped down from ASCP due to teaching commitments; a replacement for the Joint Sub-committee will be sought from among ASCP members.

2. Update on Review of Department of Social Science

Final Assessment Reports (FARs) for eleven Cyclical Program Reviews (CPRs) in the Department of Social Science, LA&PS, were amended to reflect Sub-committee members' feedback at the 30 May 2018 meeting, and subsequently reviewed and discussed by ASCP and APPRC, and transmitted to Senate and the Board for information. The Vice-Provost Academic provided the Sub-committee with an update on the ongoing Review of the Department of Social Science.

Joint Sub-committee on Quality Assurance Report to the Full Committees

3. Cyclical Program Review: Graduate Program in Social and Political Thought

As the CPR for one program in the Department of Social Science – the graduate program in Social and Political Thought – remains outstanding, the Sub-committee met with program's former and current Graduate Program Directors and the LA&PS Associate Dean Programs and Associate Dean Research & Graduate Studies to identify a path forward for developing an implementation plan and FAR for the program.

The program representatives provided the Sub-committee with an update and Sub-committee members and program representatives discussed program strengths and areas for improvement, touching upon the program's fields and courses and their relationship to learning outcomes, as well as issues related to financial, staff and faculty resources dedicated to the program, the recruitment of prospective students, and teaching assistant appointments for students of the program.

It was agreed that the Office of the Vice-Provost Academic will work with the program to update the CPR documentation to align with YUQAP and Quality Council expectations so that the required implementation plan and FAR can be drafted and reviewed.

As two structural issues that surfaced in the discussion with the program may also be matters of concern in other graduate programs (teaching assistant placements for students and securing faculty to teach the program's courses), these two issues will be reviewed further by the Sub-committee later this year.

J. Magee, Chair of the Sub-Committee