

**AMENDMENT AND RESTATEMENT OF  
BY-LAW NO. 13**

Being an amendment and restatement of By-Law No. 13 relating to the composition of

**OMERS Administration Corporation**

BE IT ENACTED as a by-law of **OMERS Sponsors Corporation** as follows:

**WHEREAS** Section 33 of the *Ontario Municipal Employees Retirement System Act, 2006*, provides that the composition of OMERS Administration Corporation and the method of choosing its members is to be as specified by by-law of OMERS Sponsors Corporation.

**NOW THEREFORE** be it enacted as a by-law of the Corporation as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

- (a) “**the Act**” means the *Ontario Municipal Employees Retirement System Act, 2006* or any statute which may be substituted therefor, including any regulations made thereunder, as amended from time to time;
- (b) “**AC Member**” means a member of the Administration Corporation;
- (c) “**Administration Corporation**” means OMERS Administration Corporation, as continued under Section 32(1) of the Act;
- (d) “**Arbitrator**” means the arbitrator appointed pursuant to Section 4.4 of this By-Law No. 13;
- (e) “**Background Check**” means a background check performed by an agency approved by the Corporation’s Chief Executive Officer with respect to criminal, financial, media, litigation, professional and other matters deemed relevant by the Corporation’s Chief Executive Officer;
- (f) “**CGC**” means the Corporation’s Corporate Governance Committee;
- (g) “**Corporation**” means OMERS Sponsors Corporation as established pursuant to Section 22(1) of the Act;
- (h) “**IBC Date**” means the earlier of (a) December 31, 2013, and (b) the date the first Independent Board Chair is appointed pursuant to Article 5;
- (i) “**Independent Board Chair**” means the independent chair of the Administration Corporation appointed in accordance with the provisions of Article 5;
- (j) “**Member**” means a member of the Corporation;

- (k) “**NAC**” means the Nomination Advisory Committee established pursuant to Section 3.1 of this By-Law No. 13;
- (l) “**Retiree Group**” shall consist of The Association of Retired Fire Fighters of Ontario, The Municipal Retirees Organization of Ontario, The Police Pensioners Association of Ontario, The Police Retirees of Ontario Inc., and/or such other Ontario municipal employee retiree organizations as may be designated by majority vote of the “**Employee Members**” (as such term is used and defined in By-Law No. 4 of the Corporation) from time to time;
- (m) “**Seat**” means the position of an AC Member. References to the Seat of a Sponsor Organization means the AC Member position which is occupied by a nominee of such Sponsor Organization; and
- (n) “**Sponsor Organizations**” means the following organizations:
  - (i) The Association of Municipalities of Ontario (“**AMO**”);
  - (ii) The Canadian Union of Public Employees (Ontario) (“**CUPE**”);
  - (iii) Electricity Distributors Association (“**EDA**”);
  - (iv) The Ontario Association of Children’s Aid Societies (“**OACAS**”);
  - (v) Ontario Association of Police Services Boards (“**OAPSB**”);
  - (vi) Ontario Catholic School Trustees Association (“**OCSTA**”);
  - (vii) Ontario Professional Fire Fighters Association (“**OPFFA**”);
  - (viii) Ontario Public School Boards Association (“**OPSBA**”);
  - (ix) Ontario Public Service Employees Union (“**OPSEU**”);
  - (x) Ontario Secondary School Teachers Federation (“**OSSTF**”);
  - (xi) The Police Association of Ontario (“**PAO**”);
  - (xii) The Retiree Group; and
  - (xiii) The City of Toronto (“**Toronto**”).

## **ARTICLE 2**

### **COMPOSITION OF ADMINISTRATION CORPORATION**

#### **2.1 Composition of Administration Corporation**

Up to and including the IBC Date, there shall be fourteen (14) AC Members, all of whom shall occupy the Seats of Sponsor Organizations. From and after the IBC Date, there shall be fifteen (15) AC Members, fourteen (14) of whom shall occupy the Seats of Sponsor Organizations, and one of whom shall be the Independent Board Chair. CUPE and AMO have two (2) Seats. OCSTA

and OPSBA have one (1) Seat between them and shall nominate on an alternating basis pursuant to Section 2.2. Each other Sponsor Organization has one Seat.

## **2.2 OPSBA/OCSTA**

OPSBA and OCSTA have one (1) Seat between them. Accordingly, on the expiry of the term of the AC Member nominated by OCSTA, his or her successor will be nominated by OPSBA pursuant to Section 4.1 and on the expiry of the term of the AC Member nominated by OPSBA, his or her successor will be nominated by OCSTA.

## **ARTICLE 3 NOMINATION ADVISORY COMMITTEE**

### **3.1 Establishment of NAC**

There is hereby established a Nomination Advisory Committee of the Corporation (the “NAC”). The NAC will have up to six standing members. Three of the standing members of the NAC will be the Co-Chairs of the Corporation or their designees and the Chair of the Corporate Governance Committee. The Co-Chairs shall extend an invitation to the Chairperson of the Administration Corporation (being, following the IBC Date, the Independent Board Chair), the Chair of the Governance Committee of the Administration Corporation and one other AC Member selected by the Administration Corporation to become standing members of the NAC. The charter of the NAC is set out in Appendix A attached hereto. The Co-Chairs or their designees will have the administrative authority with respect to the NAC set out in the charter of the NAC. The charter of the NAC may be amended only by resolution approved by two-thirds of the Members and may not, for certainty, be amended by the NAC itself or any other committee of the Corporation.

## **ARTICLE 4 PROCESS TO FILL SPONSOR ORGANIZATION SEATS**

### **4.1 Instruction to Nominate**

The nomination and appointment process separates the nomination and interview of incumbent Directors from those individuals being nominated to the AC Board for the first time. For eligible incumbents, on or before September 30<sup>th</sup> the year prior to the AC Member’s term expiration, and immediately upon the resignation or removal of an AC Member, the Corporation will instruct the Sponsor Organization whose Seat will become/has become vacant as a result of the foregoing to submit a list of up to three (3) nominees to fill such Seat, together with their resumes and current contact information. Sponsor Organizations will be instructed to submit such nominations and materials by November 15 of the year prior to a Seat of such Sponsor Organization becomes vacant by reason of the expiry of the term of the AC Member occupying such Seat at the end of that year, and within ninety (90) days of receipt of the instructions where a Seat has become vacant by reason of resignation or removal. For individuals being nominated to the AC Board for the first time due maximum term limits, on or before January 31 of the year in which an AC Member’s maximum term limit is reached, the Corporation will instruct the Sponsor Organization whose Seat will become/has become vacant as a result of the foregoing to submit a list of up to three (3) nominees to fill such Seat, together with their resumes and current contact information. Sponsor Organizations will be instructed to submit such nominations and materials by July 1 of the year in which a Seat of such Sponsor Organization becomes vacant by reason of the maximum term limit of the AC Member occupying such Seat at the end of that year, and within ninety (90) days of receipt of the instructions where a Seat has become vacant by

reason of resignation or removal. All nominees will undergo a Background Check arranged by the Corporation's Chief Executive Officer, and the results thereof will be reported to the CGC. Sponsor Organizations will be provided with and encouraged to review and take into account any current skills and competency matrix and/or gap analysis for AC Members which may have been prepared by the Administration Corporation. For individuals being nominated to the AC Board for the first time, on or before February 28 of each year the NAC will hold a meeting to which all Sponsor Organizations whose Seats will become vacant due to maximum term limits at the end of that year will be invited. The purpose of such meeting will be to describe to each such Sponsor Organization the current roles and responsibilities of the Administration Corporation, the mandate and role of AC Members and the skill sets for AC Members desired by the Corporation, the Administration Corporation's time commitment and educational expectations for AC Members, and the compensation and expense policies applicable to an AC Member. The NAC will have a further, separate meeting with any Sponsor Organization having a Seat that will become vacant at the end of the year or whose Seat has become vacant by reason of the resignation or removal of an AC Member if so requested by such Sponsor Organization. At any meeting with (a) Sponsor Organization(s) pursuant to this Section 4.1 the NAC shall communicate to the Sponsor Organization(s) only such information as is described in this Section 4.1 and as has been provided to the NAC by the Corporation. A standardized "Instructions to Nominate" package of the information noted above, will be provided to all Sponsor Organizations.

#### **4.2 Qualifications**

To be appointed, an AC Member must:

- (a) be an individual who is eighteen years of age or older;
- (b) not have been found to be of unsound mind by a court in Canada or elsewhere;
- (c) not have the status of a bankrupt;
- (d) not have been previously removed as an AC Member by reason of ethical breach or malfeasance in accordance with the Administration Corporation's code of conduct;
- (e) have the qualities described in Section 4.3; and
- (f) not already have served four (4) or more terms (whether consecutive or non-consecutive) as a member or director of the Administration Corporation and its predecessor, provided that for purposes of this subsection 4.2(f), an initial partial term of two years or less will not be considered a "term".

#### **4.3 Appointment**

- (a) For eligible incumbents, on or before December 15 of the prior year all of the nominee(s) put forward by Sponsor Organizations having seats that will become vacant will be interviewed by the CGC in accordance with the protocol attached as Appendix B. By February 28 of the year a Member's term expires, the CGC will make a recommendation to the Members with respect to each nominee it has interviewed. For individuals being nominated to the AC Board for the first time, on or before August 31 of the year the Sponsor Organization's seat has reached the maximum term limit, individuals will be interviewed by the CGC in

accordance with the protocol attached as Appendix B. By September 30 of that year, the CGC will make a recommendation to the Members with respect to each nominee it has interviewed.

- (b) Where a Sponsor Organization has been requested to submit nominees by reason of a Seat of such Sponsor Organization being vacated due to resignation or removal of the AC Member who occupied such Seat, such Sponsor Organization's nominees will be interviewed by the CGC in accordance with the protocol attached as Appendix B within sixty (60) days of the submission of the Sponsor Organization's nominee(s), and the CGC will within thirty (30) days thereafter report to the Members and make a recommendation with respect to such nominee(s).
- (c) The Corporation may, by a majority vote of the Members, appoint one (1) of each Sponsor Organization's nominees for its Seat as an AC Member. If none of the Sponsor Organization's nominees is appointed, the Co-Chair(s) who has(ve) rejected the nominee(s) or, failing such a Co-Chair, a Member selected by those Members who voted against the appointment shall endeavour to provide written reasons why the nominee(s) were rejected, i.e. which of the qualifications is lacking.
- (d) The primary responsibility of an AC Member on any issue of a fiduciary nature coming before the Administration Corporation is to approve only such actions which the AC Member believes are in the best interests of the OMERS pension plans and in the best interests of OMERS pension plan members. Therefore, an AC Member must not only possess sufficient capacity to critically evaluate and decide on the business, pension and governance matters which come before AC Members but also have the independence to take such action regardless of the wishes of Administration Corporation management, the interests of the Sponsor Organization that nominated him/her, and any personal interests of the AC Member. Consequently, Members in making an appointment must be satisfied that the nominee possesses such qualities. When deliberating on the appointment of AC Members the Members may take into account any capacities that have been identified as being required to enable the AC Members to function more effectively as a whole.

#### **4.4 Arbitration**

- (a) Where none of a Sponsor Organization's nominees is appointed, such Sponsor Organization may within fifteen (15) days of receipt of the reasons appeal to the Arbitrator by delivering a notice in writing to the Corporation setting forth briefly its grounds of appeal, or indicate to the Corporation that it intends to propose up to three (3) more nominees.
- (b) The Arbitrator shall be appointed for a term of three (3) years by a majority vote of the Corporation or, failing a majority vote, the appointment shall be made by the Chief Justice of Ontario.
- (c) The arbitration shall be a summary proceeding in which the record on appeal will consist of the resume(s), background check(s), the reasons, and notice of appeal. The Arbitrator, after receiving submissions orally or in writing, in the Arbitrator's

discretion, from the Sponsor Organization and the Corporation, shall determine whether the criteria of Sections 4.2 and 4.3 have been applied reasonably.

- (d) If the appeal is dismissed, the Sponsor Organization shall proceed in accordance with Section 4.5.
- (e) If the appeal is allowed, the nominee shall be appointed an AC member for the appropriate term as provided for within this By-Law No. 13.
- (f) The arbitration hearing shall be conducted within (fifteen) 15 days of service of the notice of appeal and the Arbitrator shall render a brief written decision within five (5) days.
- (g) The proceedings before the Arbitrator are confidential.
- (h) The costs of the Arbitrator shall be borne by the Corporation.
- (i) If a Sponsor Organization indicates in accordance with subsection 4.4(a) that it intends to propose up to three (3) more nominees then within thirty (30) days thereafter it will submit the name(s), resume(s) and Background Check(s) of up to three (3) more nominees and the process described in Section 4.3 will be repeated with respect to such nominee(s). Where none of such nominee(s) is appointed, the Sponsor Organization may within fifteen (15) days of receipt of the reasons appeal to the Arbitrator and the provisions of subsections 4.4(c) to (h) shall then apply.

#### **4.5 Steps Following Arbitrator's Decision**

In the event of arbitration pursuant to Section 4.4, the Sponsor Organization will have forty-five (45) days from the receipt of the reasons or from the date of the Arbitrator's decision in which to submit another list of up to three (3) nominees to the Corporation. The nominees will then be presented to the Members of the Corporation at the next meeting of Members who may appoint one (1) of the Sponsor Organization's nominees as an AC Member by a majority vote of the Members of the Corporation. If none of the Sponsor Organization's nominees are appointed, the selection process described in the foregoing provisions of Sections 4.1 and 4.3 (but not the arbitration process) will be repeated continually until one of the Sponsor Organization's nominees has been appointed by a majority vote of the Members of the Corporation. A Sponsor Organization submitting nominees may not submit a nominee if such nominee has been rejected by the Corporation on two prior occasions during the appointment process which is then ongoing. (For certainty, the foregoing shall not preclude the submission of a nominee who has been rejected by the Corporation on two or more occasions in prior appointment processes.)

### **ARTICLE 5 INDEPENDENT BOARD CHAIR**

#### **5.1 Search Process**

- (a) As at the date hereof the Corporation and the Administration Corporation have initiated a process for the identification of suitable candidates for the role of the first Independent Board Chair, which shall be undertaken with the advice and assistance of an executive search firm engaged by the Corporation.

- (b) The Corporation will in conjunction with the Administration Corporation establish an eight-person working group (the “**Joint Working Group**”). The Joint Working Group will be comprised of eight members, four of whom will be the Corporation’s Co-Chairs and the chairs of the CGC and the Corporation’s Human Resources and Compensation Committee, and the remainder of whom will be AC Members selected by the Administration Corporation.
- (c) At least 180 days prior to the expiry of the then-current term of the Independent Board Chair, the Joint Working Group shall, with the advice and assistance of an executive search firm engaged by the Corporation with the approval of the Joint Working Group, initiate and conduct a process for the identification of suitable candidates for the role of his/her successor.
- (d) The Joint Working Group will identify, through a 2/3 vote, a preferred candidate for the role of Independent Board Chair. The Joint Working Group will request the Administration Corporation to confirm its support and endorsement of the preferred candidate so identified, and will recommend a candidate to the Corporation for appointment.

## **5.2 Appointment of the Independent Board Chair**

On or before October 1, 2013 (in the case of the first Independent Board Chair), and thereafter at least sixty (60) days before the expiry of the term of appointment of the incumbent Independent Board Chair, the Corporation will, by a two-thirds vote of the Members, appoint the Independent Board Chair.

## **5.3 Incumbent**

The Corporation may by a two-thirds vote of the Members re-appoint for a further successive term the incumbent Independent Board Chair, and in such event the procedures set out in Section 5.1 shall not be followed.

## **5.4 Term**

The term of appointment of the first Independent Board Chair will commence on October 1, 2013 and will end on December 31, 2016. The term of appointment of each subsequent Independent Board Chair will be three calendar years.

# **ARTICLE 6 SUCCESSIVE APPOINTMENTS**

## **6.1 Term**

Subject to Section 5.4, Section 6.3 and Section 6.4, the term of appointment of an AC Member appointed pursuant to Article 4 or Article 5 shall be three (3) years and shall commence on January 1 of a calendar year and end on December 31 of a calendar year.

## **6.2 Vacancy**

If a Seat of a Sponsor Organization has become vacant due to the resignation or removal of an AC Member or due to the failure of the relevant Sponsor Organization to submit nominees to fill such Seat in accordance with the instructions of the Corporation as set out in Section 4.1 hereof, then

such Seat shall remain vacant until filled in accordance with the provisions of this By-Law No. 13. If the Seat of the Independent Board Chair becomes vacant due to his/her resignation or removal, the process set out in Article 5 will be initiated and until a replacement Independent Board Chair has been appointed, the Seat of the Independent Board Chair shall remain vacant and the AC Members may appoint an interim chair of the Administration Corporation from among the AC Members. If an AC Member's term is expiring and the Seat occupied by such AC Member has not been filled (notwithstanding, in the case of a Seat of a Sponsor Organization, the relevant Sponsor Organization's compliance with the Corporation's written instructions given pursuant to Section 4.1), then the term of such AC Member shall automatically be extended until the earlier of:

- (a) the resignation of such AC Member;
- (b) the removal of such AC Member pursuant to Article 8; and
- (c) the appointment of a replacement pursuant to Article 4 or Article 5, as applicable.

### **6.3 Term on Replacement**

An AC Member who has been appointed to replace an AC Member who has resigned or been removed pursuant to Article 8 shall remain in office only until the expiry of the original term of the AC Member who resigned or was replaced unless the circumstances described in the final sentence of Section 6.2 apply.

### **6.4 Transition Provisions**

Notwithstanding Section 6.1:

- (a) the current (as at January 1, 2016) term of appointment of each AC Member shall expire on the date indicated beside such AC Member's name on Appendix C; and
- (b) the initial term of appointment of the immediate successor to an AC Member referred to in Appendix C shall be as indicated on such Appendix.

## **ARTICLE 7 VOTING**

### **7.1 No Weighted Voting**

Each AC Member, including the Independent Board Chair, shall on all matters to be decided by the AC Members have one (1) vote. The Independent Board Chair will not have a second or casting vote.

## **ARTICLE 8 REMOVAL OF AN AC MEMBER**

### **8.1 Removal at the Request of a Sponsor Organization or Administration Corporation**

A Sponsor Organization may submit to the Corporation a request that the AC Member currently occupying such Sponsor Organization's Seat be removed, and the Administration Corporation may submit to the Corporation a request that any AC Member be removed. Any such request by a Sponsor Organization shall be honoured. Any such request by the Administration Corporation



will be submitted to the Corporation and will require a 2/3's vote of the Members for removal. If an AC member is removed, the process set out in Article 4 or Article 5, as applicable, of this By-Law No. 13 will be initiated.

**8.2 Removal by Corporation**

Any AC Member, including the Independent Board Chair may be removed by a two-thirds vote of the Members, whether or not the Administration Corporation has requested such removal. If an AC Member is removed, the process set out in Article 4 or Article 5, as applicable, of this By-Law No. 13 will be initiated.

**ARTICLE 9  
MISCELLANEOUS**

**9.1 Severability**

The invalidity of any provision of this By-Law No. 13 shall not affect the validity of any other provision of this By-Law No. 13 and any such invalid provision shall be deemed to be severable.

**9.2 Amendments**

Any amendment to this By-Law No. 13 will require an affirmative two-thirds (2/3) vote of the Members.

**9.3 Time Periods and Dates**

The Members may, in any particular circumstance, by an affirmative two-thirds (2/3s) vote of the Members, shorten or lengthen (at the time of appointment) the term of appointment of an AC Member, and may accelerate, suspend, waive or extend any date specified herein.

The foregoing is **CERTIFIED** by the Co-Chairs of the Corporation to be a copy of By Law No. 13 of the Corporation, as validly enacted by vote of the Members of the Corporation at a duly convened meeting of the Members held on February 25, 2020.

Barry Brown, Co-Chair

Frank Ramagnano, Co-Chair

*Enacted on February 19, 2009; 1<sup>st</sup> Amendment and Restatement on April 22, 2009;  
2<sup>nd</sup> Amendment and Restatement on June 28, 2012;  
3<sup>rd</sup> Amendment and Restatement on April 25, 2013  
4<sup>th</sup> Amendment and Restatement on September 18 & 20, 2013;  
5<sup>th</sup> Amendment and Restatement on May 27, 2014 (Background Checks);  
6<sup>th</sup> Amendment – August 19, 2014 (Article 9.3, shorten/lengthen term lengths); 7<sup>th</sup> – Appendix C Amended – December 10, 2014  
7<sup>th</sup> Amendment – January 19, 2016 (Article 6.4 (a)); Appendix C Amended – January 19, 2016  
8<sup>th</sup> Amendment – April 26, 2016 (Article 4.1 and Article 4.3 (a))  
9<sup>th</sup> Amendment – Appendix C Amended – December 14, 2016  
10<sup>th</sup> Amendment – Appendix C Amended – December 13, 2017  
11<sup>th</sup> Amendment – Appendix C Amended – December 12, 2018  
12<sup>th</sup> Amendment and Restatement on February 25, 2020*

## APPENDIX A

### OMERS SPONSORS CORPORATION

#### *NOMINATION ADVISORY COMMITTEE*

#### CHARTER

The Nomination Advisory Committee (the “**Committee**”) of OMERS Sponsors Corporation (the “**Corporation**”) has been established by the Members of the Corporation pursuant to By-Law No. 13 of the Corporation. Capitalized terms used herein and not defined herein have the meanings attributed to such terms in By-Law No. 13 of the Corporation.

#### **Composition:**

The three (3) standing members of the Committee will be the Co-Chairs of the Corporation or their designees and the Chair of the Corporate Governance Committee. The Co Chairs or their designees shall extend an invitation to the Chairperson of the Administration Corporation (or after the IBC Date, the Independent Board Chair), the Chair of the Governance Committee of the Administration Corporation and another AC Member selected by the Administration Corporation.

#### **Responsibilities:**

The Committee shall:

- (a) Hold a meeting with **all** Sponsor Organizations having Seats that will become vacant at the end of a calendar year on or before April 30 of that year.
- (b) Arrange to meet separately with any Sponsor Organization who requests such a meeting and who have been instructed to put forward the names of nominees to fill the Seat(s) of such Sponsor Organization.
- (c) At each meeting with a Sponsor Organization, describe to such Sponsor Organization the current roles and responsibilities of the Administration Corporation, the mandate and role of AC Members, the Administration Corporation’s time, commitment and educational expectations for AC Members, the compensation and expense policies applicable to an AC Member, and any current gaps in the skills and experience of the AC Members which the Corporation has identified and which the Corporation recommends that the Sponsor Organization assist in filling. However, the Committee will communicate only such of the foregoing information as has been provided to it by the Corporation.
- (d) Respond to questions from Sponsor Organizations concerning the AC Member nomination process which are purely procedural in nature.

#### **Structure:**

The Committee shall appoint one of the Co-Chairs of the Corporation or their designees to act as Chairperson of the Committee. The Chairperson will appoint a secretary who will keep minutes of all meetings (the “**Secretary**”). The Secretary does not have to be a Committee member or Member and can be changed by simple notice from the Chairperson.

The Committee will meet as many times as is necessary to carry out its responsibilities and in any event will meet with Sponsor Organizations to fulfill its responsibilities as set out above. A meeting will be called by the Chairperson, and the Chairperson shall be responsible for arranging meetings with Sponsor Organizations.

No business may be transacted by the Committee except at a meeting of Committee members at which both Co-Chairs of the Corporation or their designees are present.

The time at which and the place where the meetings of the Committee shall be held and the procedure in respect of all such meetings shall be determined by the Chairperson of the Committee.

The Chief Executive Officer of the Corporation may attend any meetings of the Committee as a non-voting participant unless expressly requested by the Chairperson of the Committee not to attend a specific meeting or portion thereof.

*Attached to By-Law No. 13, approved February 19, 2009  
First Amendment and Restatement on April 22, 2009  
Second Amendment and Restatement on June 28, 2012  
Third Amendment and Restatement on April 25, 2013  
Fourth Amendment and Restatement on September 18 & 20, 2013*

## **APPENDIX B**

### **INTERVIEW**

#### **PROTOCOL**

1. The chair of the CGC will give all Members, the Sponsor Organization who nominated the nominee to be interviewed, and the Chairperson of the Administration Corporation (being after the IBC Date, the Independent Board Chair) reasonable advance notice (and in any event not less than 15 days notice) of the date, time and place of the interview of a nominee.
2. All interviews will be conducted at the Corporation's offices or at such other location as the CGC may approve by majority vote of its members.
3. Nominees who incur expenses related to attending an interview may be eligible for reimbursement of such expenses by the SC; any such expenses must be in accordance with relevant SC expense policies, may not cover any out-of-province expenses and must be pre-confirmed with the Board Secretary.
4. One representative of the Sponsor Organization that nominated a nominee may be present during the CGC's interview of such nominee.
5. The Chairperson of the Administration Corporation may be present during the CGC's interview of a nominee.
6. A Member who is not a member of the CGC may be present during the CGC's interview of a nominee with the consent of the chair of the CGC.
7. Only members of the CGC and the Chairperson of the Administration Corporation may ask questions of and speak directly with a nominee during such nominee's interview. Any individual in attendance at an interview as referred to in paragraph 3 or 5 will have observer status only.
8. An interview with a nominee will be arranged by the chair of the CGC through the Corporation's CEO.

*Attached to By-Law #13 – April 25, 2013  
Amendment re #3 – Nominee Expenses – May 27, 2014*

## APPENDIX C

### OAC BOARD APPOINTMENTS

*Effective January 1, 2020*

AC Member	Sponsor	Original Appointment	Most Current Reappointment	Current Term Expiry	Length of Successor's Term	Term Limit Maximum*
Monty Baker	OAPSB	Jan 1, 2012	Jan 1, 2018	Dec 31, 2020	3 years	Dec 31, 2023 (12 yrs)
Charlene Mueller	CUPE	April 1, 2016	Jan 1, 2018	Dec 31, 2020	3 years	Dec 31, 2029 (13.5 yrs)
David Beatty	Toronto	Jan 1, 2013	Jan 1, 2019	Dec 31, 2021	3 years	Dec 31, 2024 (12 yrs)
Darcie Beggs	CUPE	Jan 1, 2014	Jan 1, 2019	Dec 31, 2021	3 years	Dec 31, 2024 (11 yrs)
Michael Fenn	AMO	Jan 1, 2013	Jan 1, 2019	Dec 31, 2021	3 years	Dec 31, 2024 (12 yrs)
David Tsubouchi	Retirees	Jan 1, 2015	Jan 1, 2019	Dec 31, 2021	3 years	Dec 31, 2027 (13 yrs)
William (Bill) Butt	EDA	Dec 18, 2013	Jan 1, 2020	Dec 31, 2022	3 years	Dec 31, 2025 (12 yrs)
Paul Elliott	OSSTF	Jan 1, 2017	Jan 1, 2020	Dec 31, 2022	3 years	Dec 31, 2028 (12 yrs)
Debbie Fischer	OACAS	Jan 1, 2020		Dec 31, 2022	3 years	Dec 31, 2031 (12 yrs)
Laurie Hutchinson	OPSEU	Jan 1, 2014	Jan 1, 2020	Dec 31, 2022	3 years	Dec 31, 2025 (12 yrs)
Rajiv Silgado	OPFFA	Jan 1, 2020		Dec 31, 2022	3 years	Dec 31, 2031 (12 yrs)
Penny Somerville	AMO	Feb 11, 2015	Jan 1, 2020	Dec 31, 2022	3 years	Dec 31, 2028 (14 yrs)
George Cooke		Oct 1, 2013	Jan 1, 2020	Dec 31, 2022	3 years	
Cliff Inskip	OPSBA	Jan 1, 2015	Jan 1, 2020	Dec 31, 2023	3 years	Dec 31, 2026 (12 yrs)
Yung Wu	PAO	Jan 1, 2018	Jan 1, 2020	Dec 31, 2023	3 years	Dec 31, 2029 (12 yrs)

Attached to By-Law No. 13 April 25, 2013

Amended September 18 & 20, 2013

Amended December 18, 2013 - Effective Jan 1, 2014

Amended December 10, 2014 - Effective Jan 1, 2015

Amended January 19, 2016 - Effective Jan 1, 2016

Amended December 14, 2016 - Effective Jan. 1, 2017

Amended December 13, 2017 - Effective Jan. 1, 2018

Amended December 12, 2018 - Effective Jan. 1, 2019

Amended December 11, 2019 - Effective Jan 1, 2020

Amended February 25, 2020 - Effective Jan 1, 2020

\* Maximum Eligibility Incumbent Member