

Amended and Restated By-Law No. 3 ("SC Board Composition")

Being a by-law relating generally to the representation on
the

OMERS Sponsors Corporation

BE IT ENACTED as a by-law of the Corporation as follows:

ARTICLE 1 COMPOSITION OF THE CORPORATION

1.1 Definitions

- (a) "**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) "**Background Check**" means a background check performed by an agency approved by the CEO with respect to criminal, financial, media, litigation, professional and other matters approved by the Corporation, in accordance with a background check policy established by the Corporation from time to time;
- (c) "**CEO**" means the Corporation's Chief Executive Officer;
- (d) "**Corporation**" means OMERS Sponsors Corporation as established pursuant to subsection 22(1) of the Act;
- (e) "**Employee Members**" means the Members that have been appointed by unions, employee associations, retiree organizations/associations, or Employee Members pursuant to this By-Law;
- (f) "**Employer Members**" means the Members that have been appointed by employer associations, employers, or Employer Members pursuant to this By-Law;
- (g) "**Member**" means a member of the Corporation;
- (h) "**Member Group**" means, based on the circumstances, either of the Employer Members or the Employee Members;
- (i) "**Retiree Group**" shall consist of Ontario Retired Fire Fighters Association, the Municipal Retirees Organization of Ontario, The Police Pensioners Association of Ontario, and/or such other Ontario municipal employee retiree organizations as may be designated by majority vote of the Members from time to time;
- (j) "**Sponsor Organizations**" means the following organizations:
 - i. Association of Municipalities of Ontario ("**AMO**");
 - ii. Canadian Union of Public Employees (Ontario) ("**CUPE Ontario**");

- iii. CUPE Local 79 of the Canadian Union of Public Employees (“**CUPE Local 79**”);
- iv. CUPE Local 416 (Toronto Civic Employees Union) of the Canadian Union of Public Employees (“**CUPE Local 416**”);
- v. Electricity Distributors Association (“**EDA**”);
- vi. Ontario Association of Children’s Aid Societies (“**OACAS**”);
- vii. Ontario Association of Police Services Boards (“**OAPSB**”);
- viii. Ontario Catholic School Trustees’ Association (“**OCSTA**”);
- ix. Ontario Professional Fire Fighters Association (“**OPFFA**”);
- x. Ontario Public School Boards’ Association (“**OPSBA**”);
- xi. Ontario Public Service Employees Union (“**OPSEU**”);
- xii. Ontario Secondary School Teachers’ Federation (“**OSSTF**”);
- xiii. Police Association of Ontario (“**PAO**”);
- xiv. Retiree Group; and
- xv. City of Toronto (“**Toronto**”).

1.2 Appointments

The Corporation shall consist of fourteen (14) Members:

Seven (7) Members appointed by the employer associations and the employer named below, as follows;

- (a) two (2) persons appointed by AMO,
- (b) one (1) person appointed by the EDA,
- (c) one (1) person appointed by the OACAS,
- (d) one (1) person appointed by the OAPSB,
- (e) one (1) person appointed by either the OPSBA or by the OCSTA,
- (f) one (1) person appointed by Toronto; and

Seven (7) Members appointed by the unions, employee associations, or retiree organizations/associations named below, as follows:

- (g) one (1) person appointed by CUPE Ontario,
- (h) one (1) person appointed by either CUPE Local 79 or by CUPE Local 416,
- (i) one (1) person appointed by the OPFFA,
- (j) one (1) person appointed by OPSEU,
- (k) one (1) person appointed by OSSTF,
- (l) one (1) person appointed by the PAO, and
- (m) one (1) person appointed by the Retiree Group.

1.3 Term of Office

Subject to subsection 1.4(f) and Sections 1.5 and 1.6, the term of office of all Members will be three (3) years.

1.4 Appointment of Successor Members on Expiration of Term

A successor Member shall be appointed to succeed a Member at the expiration of such Member's term pursuant to the following paragraphs and Section 1.7:

- (a) Subject to subsections 1.4(b), (c), and (h), the party that appointed a Member (or had the right to appoint a Member but did not such that the Member was appointed pursuant to subsection 1.4(h) or subsection 1.7(b)) shall appoint a successor to that Member.
- (b) Members appointed by either the OPSBA or by the OCSTA shall be appointed on an alternating basis by the associations.
- (c) Members appointed by either CUPE Local 79 or by CUPE Local 416 shall be appointed on an alternating basis by the respective local union.
- (d) On or before September 30 in the year prior to the expiry date of a Member's term, the CEO shall give written notice to the Sponsor Organization with an information package including such information as determined by the Corporation from time to time, including any current skills and competency matrix and/or gap analysis, and a role description developed by the Corporation, and, in respect of an incumbent Member eligible for reappointment, specific information about such Member's attendance. An information meeting will be held within three (3) months of delivery of such notices, at which the Chair, Vice-Chair and the Chair of the Corporation's Corporate Governance Committee will present information and answer questions that the Sponsor Organization might have regarding the appointment process. The Sponsor Organization will be requested to propose a candidate for reappointment or appointment, as the case may be, at least six (6) months prior to the expiry of a Member's term and provide the Corporation with a current resumé for the candidate.
- (e) The primary responsibility of a Member on any issue of a fiduciary nature coming before the Corporation is to approve only such actions which the Member believes are in the best interests of the Corporation. Therefore, a Member must not only possess sufficient capacity to critically evaluate and decide on the business, pension and governance matters which come before the Members but also have the independence to take such action regardless of the wishes of the Corporation's management, the interests of the Sponsor Organization that nominated him/her, the wishes of OMERS Administration Corporation, and any personal interests of the Member. When discussing the appointment of Members with Sponsor Organizations, the Sponsor Organizations shall be requested to take into account any competencies that have been identified as being required to enable the Members to function more effectively as a whole. The Corporation may establish desired attributes for Members to, among other things, promote the attainment of competencies that facilitate effective decision-making and to reflect the diversity of the Corporation's stakeholders.
- (f) Subject to subsection 1.4(g) below, proposed appointees are required to undergo a Background Check arranged by the CEO and to attend a meeting ("Appointee Meeting") with the Chair, Vice-Chair, and the Chair of the Corporate Governance Committee

(collectively, the “SC Board Sub-Committee”). Prior to the Appointee Meeting, proposed appointees are required to complete a self-assessment of their competencies relative to the Board’s competency framework. At the Appointee Meeting, the results of the Background Check will be reviewed with the proposed appointee (if, in the Chair’s discretion, it is necessary to do so) and the SC Board Sub-Committee will discuss the Board’s competency framework together with the proposed appointee’s self-assessment to confirm the proposed appointee’s competencies. In respect of a proposed appointee who is not an incumbent Member, the Chair may invite the CEO to participate in the Appointee Meeting, and the SC Board Sub-Committee and the CEO will make the proposed appointee aware of, among other things, Members’ fiduciary duties to the Corporation, the Board Member role description, and the new Member orientation program. Notwithstanding any other provision of this By-Law a proposed appointee’s appointment shall not become effective until the Appointee Meeting has occurred.

- (g) Notwithstanding subsection 1.4(f) above, if the proposed appointee is an incumbent Member being reappointed by their Sponsor Organization, in limited circumstances and where it is reasonable to do so, the Chair may waive the requirement for the Background Check, self-assessment and/or the Appointee Meeting after consulting with the Chair of the Corporate Governance Committee, in which case the incumbent Member’s reappointment shall become effective on the date which the Chair deems appropriate in the circumstances.
- (h) Should a responsible party fail to appoint a successor by September 30 in the year that a Member’s term expires, the Corporate Governance Committee shall identify a suitable candidate for recommendation in accordance with the process set out in this Section 1.4, and the Members shall vote upon the appointment of the candidate so recommended. Appointment of the candidate will require an affirmative vote of two-thirds (2/3) of the Members.
- (i) Effective January 1, 2021, a Member may have their initial term renewed and be named as their own successor for purposes of this Section 1.4 to a maximum of four (4) terms of three (3) years each, for a maximum of twelve (12) years’ service in total.
- (j) The term of a successor Member shall commence effective immediately following the expiry of the term of the Member who he or she is to succeed, unless the Appointee Meeting has not yet occurred.

1.5 Removal

A Member may be removed by the Corporation in the following circumstances:

- (a) If the Member is charged with or convicted of a criminal offence;
- (b) If the Corporation determines that (i) the Member has breached the Code of Conduct and (ii) dismissal as a Member is the appropriate remedy; or
- (c) The Corporation determines that the Member’s attendance and participation is unsatisfactory in accordance with guidelines approved by the Members from time to time.

Removal of a Member by the Corporation will require an affirmative vote of two-thirds (2/3) of the Members.

A Sponsor Organization that appointed the Member may remove such Member, on thirty (30) days advance written notice to that Member and the Chair, and, if the removal is during the term of a Member, on the reimbursement by the Sponsor Organization to the Corporation for any education expenses incurred by the Corporation during the previous twelve (12) months in respect of that Member.

1.6 Resignation

A Member may resign by giving written notice thereof to the Corporation. The effective date of a resignation shall be stated in the Member's notice of resignation, but in no event shall the effective date precede the date that the written notice of resignation is received by the Corporation.

1.7 Appointment of Replacement Member Upon Death, Resignation, or Removal of Member

- (a) If a Member dies, resigns, or is removed from office prior to the end of their term, a replacement shall be appointed by the Sponsor Organization that made the appointment. After the process set out in Section 1.4 has been followed, a successor Member shall be appointed for the period remaining in the term of the Member who they are meant to replace.
- (b) If a Sponsor Organization is entitled to appoint a Member to replace a Member who has died, resigned, or been removed pursuant to subsection but fails to do so within ninety (90) days of the Member's death, resignation, or removal, an interim successor Member shall be recommended by the Corporate Governance Committee and appointed by an affirmative vote of two-thirds (2/3) of the Members for the period remaining in the term of the Member who died, resigned, or was removed.

1.8 Appointment of Chair/Vice-Chair

- (a) General Election Process
 - (i) When an election is required for a term commencing January 1 of the following year, no later than July 1 of the current year, the CEO will solicit nominations from the Members for the positions of Chair. A Member wishing to nominate another Member to serve as Chair for a term commencing January 1 of the following year shall submit his/her nomination to the CEO during the period from July 1 to July 31 of the current year. The CEO will notify each nominee of his/her nomination.
 - (ii) If more than one (1) nominee is received for the position of Chair by August 1 at the meeting of the Members scheduled in August of the year, a vote to elect the Chair will be conducted by secret ballot. If there are more than two (2) candidates and on the first voting round no candidate receives more than 50% of the votes, the candidate with the least number of votes will be dropped from the ballot and another vote will be held, with the process continuing until a candidate receives more than 50% of the votes.
 - (iii) Immediately following the election of the Chair, the CEO will solicit nominations from the Members for the position of Vice-Chair. A Member wishing to nominate another Member to serve as Vice-Chair commencing January 1 of the following year shall

submit his/her nomination to the CEO during the 10-day period following the election of the Chair. The CEO will notify each nominee of his/her nomination.

- (iv) If more than one (1) nominee is received for the position of Vice-Chair by the end of the 10-day nomination period, at the next scheduled meeting of the Members, a vote to elect the Vice-Chair will be conducted by secret ballot. If there are more than two (2) candidates and on the first voting round no candidate receives more than 50% of the votes, the candidate with the least number of votes will be dropped from the ballot and another vote will be held, with the process continuing until a candidate receives more than 50% of the votes.
- (v) For terms commencing January 1, 2023 and following, on the completion of the Chair's two-year term, the Vice-Chair will succeed to the position of Chair, subject to a confirmation by the Members by unweighted simple majority vote, such vote to be conducted by June 30 of the previous year. If the appointment is not confirmed, a new Chair and Vice-Chair will be elected in accordance with the process set out in paragraphs 1.8(a)(i) to (iv). If the appointment of the Vice-Chair to the position of Chair is confirmed, a new Vice-Chair will be elected in accordance with the process set out in paragraphs 1.8(a)(iii) and (iv).

(b) Special Provision for January 1, 2021 Term

For the election taking effect on January 1, 2021 only, if the Board elects a Chair from the Employee Group, it must elect a Vice-Chair from the Employer Group, and if the Board elects a Chair from the Employer Group, it must elect a Vice-Chair from the Employee Group, as a transitional provision.

(c) General Election Provisions

- (i) The CEO, together with the Board Secretary, will coordinate the voting process and will issue, receive, and count all ballots.
- (ii) Notwithstanding Section 1.10 of this By-Law, votes conducted by secret ballot for the Chair and Vice-Chair will not be based on weighted voting, but rather by an unweighted simple majority of the Members. A tie vote for the Chair shall be resolved by the drawing of straws. A tie vote for the Vice-Chair shall be resolved by deeming the winner to be the candidate who provides a balance of representation between the two (2) Member Groups. If there are two (2) candidates, either of whom would provide a balance of representation, the tie vote is resolved by a drawing of straws if the candidates are from only one (1) Member Group.
- (iii) If only one (1) individual is nominated for the position of Chair or Vice-Chair, that nominee will be deemed appointed by acclamation of the Members.

(d) Special Circumstances

- (i) Any Member may, by notice to the CEO and the other Members, require a vote to remove or replace the Chair or Vice-Chair prior to the expiry of the Chair's or Vice-Chair's term. A decision of the Members to remove or replace him/her shall require an affirmative vote of an unweighted simple majority of the Members.

- (ii) If the Chair or Vice-Chair ceases for any reason to be a Member, he/she will cease to be the Chair or Vice-Chair, as the case may be, and a vote will be held by the Members to appoint his/her successor in accordance with paragraph 1.8(d)(iii).
 - (iii) If the Chair resigns their position or is removed by a vote of the Members pursuant to paragraph 1.8(d)(i), the Vice-Chair assumes the role of Chair, subject to a confirmation by the Members by unweighted simple majority vote, such vote to be conducted within twenty (20) days of the Chair's resignation. If the appointment is not confirmed, a new Chair and Vice-Chair will be elected in accordance with the process set out in paragraph 1.8(d)(iv). If the appointment of the Vice-Chair to the position of Chair is confirmed, a new Vice-Chair will be elected in accordance with the process set out in paragraphs 1.8(a)(iii) and (iv).
 - (iv) If an election for a Chair and Vice-Chair is required under paragraph 1.8(d)(iii), the CEO shall as soon as possible solicit nominations for the role of Chair for a period of thirty (30) days. The election for a new Chair shall be conducted at a special Board meeting to be held as soon as possible after the close of nominations in accordance with the process set out in paragraph 1.8(a)(ii), and the nomination and election of a new Vice-Chair shall then be conducted in accordance with the provisions set out in paragraphs 1.8(a)(iii) and (iv).
 - (v) If for any reason the Chair or Vice-Chair are not appointed by the end of a calendar year for the following term, then the incumbent Chair and Vice-Chair shall remain in office until the appointments of their successors.
- (e) The Chair and the Vice-Chair shall each serve one (1) two-year term. No Member shall be permitted to serve (i) as the Chair for two (2) consecutive terms, or (ii) as the Vice-Chair for two (2) consecutive terms, or (iii) serve as Chair more than twice, or (iv) serve as Vice-Chair more than twice.

1.9 Discharge

If a Member resigns or is removed, or the Member's term expires, he or she shall be fully discharged from all future duties and responsibilities of a Member as of the effective date of such resignation, removal, or expiration of term, as the case may be. If a Member dies, their heirs, administrators, executors, and assigns shall be fully discharged from all future duties and responsibilities of the Member as of the date of the Member's death.

1.10 Voting

- (a) Except as otherwise provided herein or therein, for this and all other By-Laws of the Corporation (with the exception of By-Law No. 5), each Member appointed by AMO shall have two (2) votes, the Member appointed by CUPE (Ontario) shall have three (3) votes, and each other Member shall have one (1) vote.
- (b) For clarity, voting requirements for this and all other By-Laws of the Corporation (with the exception of By-Law No. 5) shall be based on the following:
 - (i) the requirement for an affirmative vote of a majority of the Members shall be satisfied if a majority of the available Member votes are in favour of the motion; and

- (ii) the requirement for an affirmative vote of two-thirds (2/3) of the Members shall be satisfied if two-thirds (2/3) of the available Member votes are in favour of the motion.
- (c) A vote of the Members concerning the appointment or removal of a Member or a replacement Member shall be made without the Member or the vote(s) associated with the Member who is to be replaced or removed or whose term is set to expire or whose removal is being voted upon and such vote(s) shall not be considered “available” under subsection 1.10(d).
- (d) For purposes of determining whether a given matter has received the requisite amount of available votes under subsection 1.10(b), but subject to subsection 1.10(c), a Member’s vote shall be considered available whether or not a Member attends or participates in a meeting at which votes are to be cast on the matter, and whether or not the member abstains from voting on the matter (including by reason of a conflict of interest as described in Section 5.14 of By-Law No. 1 of the Corporation). Abstentions shall be recorded as such in the minutes of the Corporation.

1.11 Limit on Members and Votes

Notwithstanding any other provision of this or any other By-Law, at any given time there shall be no more than:

- (a) Seven (7) Employer Members;
- (b) Seven (7) Employee Members;
- (c) Nine (9) Employer Member votes; and
- (d) Nine (9) Employee Member votes.

1.12 Member Qualifications

A Member must:

- (a) be an individual who is eighteen (18) 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 a Member pursuant to Section 1.5 of this By-Law; and
- (e) commencing effective January 1, 2021, not already have served four (4) or more terms (whether consecutive or non-consecutive) as a Member of the Corporation and its predecessor, provided that for purposes of this subsection 1.12(e) and subsection 1.4(h), an initial partial term of two (2) years or less will not be considered a “term”.

1.13 Amendments

An amendment to this By-Law shall require an affirmative vote of two-thirds (2/3) of the Members. The provisions of this By-Law shall be reviewed by the Corporation every five (5) years from January 1, 2021, to ensure that the Corporation is representative.

1.14 Time Periods and Dates

The Members may, in any particular circumstance, by an affirmative vote of two-thirds (2/3) of the Members, shorten or lengthen (at the time of appointment) the term of appointment of a Member (provided the applicable Sponsor Organization has been consulted), and may accelerate, suspend, waive, or extend any date or time period specified therein, provided that in no circumstance shall the maximum twelve (12) year service limit of any Member be extended. Notwithstanding the foregoing and any other provision in this By-Law, the Chair has the authority to accelerate, suspend, waive, or extend any date or time period specified in Section 1.4 and subsection 1.7(b), if the Chair (after consulting with the Vice-Chair) concludes it is reasonable to do so in the circumstances, provided that in no circumstance shall the term of any Member be changed.

The foregoing is **CERTIFIED** by the Chair and Corporate Secretary of the Corporation to be a true copy of By-Law No. 3 of the Corporation, as validly enacted by vote of the Members at a duly convened meeting of the Members held November 16, 2023, with effect as of November 16, 2023.

Signed by

“original signed by”

 Chair

“original signed by”

 Corporate Secretary

- Enacted on April 30, 2007*
- First Amendment and Restatement on February 19, 2009*
- Second Amendment and Restatement on February 16, 2010*
- Third Amendment & Restatement on April 25, 2013.*
(Definitions, Co-Chairs, Qualifications, Appendix A)
- Fourth Amendment & Restatement on December 31, 2013*
(Appendix A) – Effective January 1, 2014
(Appendix A) – Revised August 19, 2014 – effective July 1, 2014)
- Fifth Amendment and Restatement on November 18, 2014 (Section 1.8 – acclamation)*
(Appendix A – Revised December 10, 2014 – effective January 1, 2015)
- Sixth Amendment and Restatement on January 19, 2016 (Section 1.3)*
(Appendix A) – Revised January 19, 2016 – effective January 1, 2016)
- Seventh Amendment and Restatement on April 26, 2016 (Addition of Section 1.8 e)*
- Eighth Amendment and Restatement on January 17, 2017*
(Appendix A) – Effective January 1, 2017
- Ninth Amendment and Restatement on December 13, 2017*
(Appendix A) – Effective January 1, 2018
- Tenth Amendment and Restatement on December 12, 2018*
(Appendix A) – Effective January 1, 2019
- Eleventh Amendment and Restatement on November 14, 2019*
- Twelfth Amendment and Restatement on February 25, 2020*
- Thirteenth Amendment and Restatement on May 19, 2020*
- Fourteenth Amendment and Restatement on December 8, 2020*
- Fifteenth Amendment and Restatement on February 23, 2021*
- Sixteenth Amendment and Restatement on May 21, 2021*
- Seventeenth Amendment and Restatement on November 16, 2023*