

**REGULATIONS** 1. **DEFINITIONS** In these Regulations, the terms defined in section 1 b) of Canon VIII shall have the meanings ascribed therein, and 1. "Active Service" refers to the service of any Member with respect to which Contributions are made pursuant to Regulation 3; 2. "Applicable Pension Legislation" means that the Income Tax Act (Canada) and Regulations thereunder, the Pension Benefits Act (Ontario) and Regulations thereunder and other similar legislation applicable to the Plan with respect to some or all Members. (a) less than eighteen years of age, or (b) eighteen or more years of age but less than twenty-five years of age, and: (i) in full-time attendance at a school or university, or (ii) totally disabled, as determined by the Trustees; 5.

"Continuous Service" means that period of unbroken employment of a person by any Participating Employer. For purposes of this definition, periods of approved leave of absence do not constitute a break in employment; 6. "Contributions" means the contributions required pursuant to Regulation 3; 7. "Interest" means interest credited on a Member's Contributions at the rate or rates as may be declared by the Trustees from time to time. Notwithstanding the above, the interest to be credited shall be at a rate not less than that prescribed and calculated in the manner prescribed in Applicable Pension Legislation;

Nov. 1997 8. "Reserved"; 9. "Normal Retirement Date" means the first day of the month following the Member's sixty-fifth birthday or following completion of forty Years of Contributory Membership, whichever is earlier; 10. "Pension" means any payment of benefits made under the terms of the Plan; 11. "Salary" means the remuneration of the Member for Pension purposes and shall be composed of the aggregate of: (a) The total stipend or remuneration received from the Participating Employer; (b) Income received by the Member by virtue of office or appointment from endowments, trusts and/or grants and other sources; and (c) If the Member is ordained, the amount determined by the Diocese to be the value of housing, but not less than 50% of items in sections (a) and (b) above; Revised

Nov. 1997 (d) **Should the Administrator determine, at the beginning of any calendar year after 1991, that it is not reasonable to expect that the total contributions to be paid in that year pursuant to Regulation 3 based on "Salary" as defined herein will not exceed 18% of the compensation paid to Members by Participating Employers, the Administrator shall modify the determination of "Salary" pursuant to paragraphs (c) and (d) so as to ensure that the registration of the Plan under the Income Tax Act (Canada) will not be subject to revocation.** 12. "Spouse" means a person of the opposite sex to the Member who: (a) is married to the Member and not living separate and apart, or (b) although not married to the Member is living with the Member in a conjugal relationship, (i) which has been continuous for a period of at least three years, or (ii) which is of some permanence, if they are the natural or adoptive parents of a Child, both as defined in the Family Law Act, 1986 (Ontario),

provided that not more than one person shall be a Spouse of any Member hereunder and, in the event of more than one person having claims to be such, the determination of the Trustees as to which person shall be the Spouse, on the basis of evidence available to

them which they consider sufficient for the purposes of the determination, shall be final;13. "Y.M.P.E." means the Year's Maximum Pensionable Earnings as defined in the Canada Pension Plan;14. "Years of Contributory Membership" means the number of complete months in respect of which the appropriate pension Contributions have been paid into the Pension Fund, divided by twelve, and includes years of participation in any pension plan in the Anglican Communion and years of Back Service purchased pursuant to Regulation 12.

## 2. ELIGIBILITY AND MEMBERSHIP<sup>Revised</sup>

Nov. 19971. **All Bishops and members of the clergy on the register of a Diocese which is a Participating Employer, and in receipt of Salary shall be Members except as provided under sections 4 and 5 of this Regulation and shall for the purpose of the Plan be considered to be employed by the said Diocese.**2. All lay employees of a Participating Employer shall be Members except as provided under sections 3, 4 and 5 of this Regulation.3. A Participating Employer may exclude from membership in the Plan a part-time lay employee unless, in each of the two consecutive calendar years immediately prior to membership, the employee:(a) has been employed for a minimum of 700 hours, or(b) has received earnings of at least 35% of the Y.M.P.E.4. The Pension Committee may, at its sole discretion, exempt from membership any person otherwise required to become a Member provided that there is set forth in full in the application for the exemption:(a) the grounds upon which the exemption is sought; and(b) a statement from the person's employer:(i) concurring with the application; and(ii) confirming that neither the employer nor the person will benefit monetarily or otherwise by virtue of the non-membership.The application must be concurred in by the diocesan Bishop or the Primate and by the person concerned. <sup>Revised</sup>

May 19975. (a) **A Member who is transferred to employment by an employer other than a Participating Employer and who is not a member of a Pension Plan sponsored by that employer may, with the consent of the Trustees, continue membership in this Plan provided that the Member and the employer make Contributions to this Plan pursuant to Regulation 3, and, for purposes of the**

Member's period of membership in relation to such employment, the employer shall be a Participating Employer.(b) A member of a pension plan of another church which is in communion with this Church, who transfers to employment with a Participating Employer may, with the approval of the diocesan Bishop or the Primate, apply to the Trustees for permission to remain a member of the other plan. The Trustees may grant such approval on determining that it is in the Member's interest.6. No person, exempted or excluded from membership in the Plan, nor any spouse and/or child of the person shall have any claim to any benefit from the Plan.<sup>Revised</sup>

March 1996

## 3. CONTRIBUTIONS<sup>1</sup>

1. The Contributions required from each Participating Employer shall be 10% of Salary for all Members in Active Service.<sup>Revised</sup>

March 19962. (a) **Effective January 1, 1994, the Pension Contributions required from the Member in Active Service shall be 2.2% of Salary; (i)**

**Effective January 1, 1992 : 0.8% of Salary(ii) Effective January 1, 1994 : 1% of Salary(iii) Effective January 1, 1996 : 1.2% of Salary or such percentages as determined from time to time by the Pension Committee.**3. It shall be the

responsibility of the Participating Employer to remit to the Pension Fund the Contributions required pursuant to sections 1 and 2 of this Regulation with respect to each month within thirty days following the end of the month. Interest at a rate determined by the Trustees shall be charged on any contributions which are not remitted before the due date and until paid.Revised

Nov. 19974. **Notwithstanding the foregoing, no Contributions shall be made in respect of a Member who is in receipt of Pension or after the December 31 coincident with or next following the Member's attainment of the age of sixty-nine years.**

4. RETIREMENT1. **Normal Retirement**A Member may retire on the Member's Normal Retirement Date and receive a Pension calculated in accordance with Regulation 5.1 accruing from the Member's Normal Retirement Date.2. **Early Retirement**A Member may retire at any time within the ten year period preceding the Member's Normal Retirement Date and receive a Pension calculated in accordance with Regulation 5.2 accruing from the first day of the month following the Member's retirement date.Revised

Nov. 1996

3. **Deferred Retirement**A Member who continues in Active Service subsequent to the Member's Normal Retirement Date shall receive a Pension calculated in accordance with Regulation 5.3 accruing on the first day of the month following the Member's retirement date. For purposes of the Plan, the Member's retirement date must be no later than the December 31<sup>st</sup> coincident with or next following the Member's attainment of the age of sixty-nine years.

5. RETIREMENT BENEFIT Revised

Nov. 19961. **Normal Retirement Pension**The amount of annual Pension payable on normal retirement pursuant to Regulation 4.1 shall be the sum of:(a) the amount accrued prior to December 31, 1960 determined in accordance with the provisions of the Plan in effect on that date;

1961 to 1972	-	1.5%	1973 to 1975	-				
1.6%	1976 to 1978	-	1.7%	1979 to 1980	-	1.8%	1981 to 1982	-
1.85%	Revised							

1983 to 1996 - 1.9%

1997 to 2000 - 2.0%

2001 and later - 1.9%(c) any amount purchased with respect to the Member's Back Service, pursuant to Regulation 12; (d) bonus additions approved by the General Synod or the National Executive Council effective prior to December 31, 1988; and(e) bonus additions effective on and after December 31, 1988 in accordance with Schedule A to these Regulations.Revised

Nov. 19972. **Early Retirement**The amount of annual Pension payable on early retirement pursuant to Regulation 4.2 shall be the amount determined in accordance with section 1 of this Regulation

**but reduced as follows:(a) if the Member was in Active Service immediately prior to retirement, by one quarter of one percent for each month or part of a month not exceeding 60 months by which the actual date of retirement precedes the earlier of**

**the Member's Normal Retirement Date, or**

**the date on which the Member would have completed thirty-seven Years of Contributory Membership, if the Member's Contributory membership in the Plan had continued until that date,**

**(ii) one half of one percent for each month or part of a month in excess of 60 months by which the actual date of retirement precedes the earlier of the two dates referred to in (I) above;(b) if the Member had become inactive in accordance with Regulation 10.1(c) prior to retirement and had not returned to Active Service, by one half of one percent for each month or part of a month by which the actual date of retirement precedes the Member's Normal Retirement Date.**

**3. Deferred Retirement**

**Revised**  
**May 1997**  
**The amount of annual Pension payable on deferred retirement pursuant to Regulation 4.3 shall be the amount determined in accordance with section 1 of this Regulation, except that the portion of the Pension which was accrued prior to the Member's Normal Retirement Date shall be increased by one half of one percent for each complete month by which the actual date of retirement is later than the Member's Normal Retirement Date, provided that such increase shall not result in an amount of Pension in respect of service prior to the Member's Normal Retirement Date which exceeds the amount that is actuarially equivalent to the Pension accrued to the Member's Normal Retirement Date.**

**4. Maximum Pension**  
**The annual Pension payable on or after retirement to any Member shall not exceed the applicable maximum Pension provisions under the Income Tax Act (Canada) and Regulations thereunder.**

**5. Optional Form of Pension(a)**  
**At time of retirement pursuant to Regulation 4, a Member may elect to receive a reduced Pension. Such reduced Pension shall be actuarially equivalent to the Pension otherwise payable, as determined by the Trustees on the advice of the Actuary, subject to compliance with Applicable Pension Legislation, in which event the surviving Spouse's allowance provided pursuant to Regulation 8.2(a) shall be increased from 60% to 100% of the Pension being paid to the Member at time of death.(b) A Member who continues in Active Service after the Member's sixty-fifth birthday may elect to receive a reduced Pension on the Member's subsequent retirement. Such reduced Pension shall be actuarially equivalent to the Pension otherwise payable, as determined by the Trustees on the advice of the Actuary, subject to compliance with Applicable Pension Legislation, in which event the surviving Spouse's allowance provided pursuant to Regulation 8.2(a) shall be increased from 60% to 100% of the pension being paid to the member at time of death. Such an election shall take effect upon the Member's subsequent retirement and shall become void in the event of the death of the Member's Spouse prior to the Member's retirement.**

**(c) On the death prior to retirement of a Member who made an election**

pursuant to Regulation 5.5(b) that has not become void, the Member shall, for purposes of Regulation 5.5(b) and Regulation 8, be deemed to have retired pursuant to Regulation 4.3 immediately prior to the Member's death and to have been in receipt of Pension on the date of death.6. **Additional Pension**Amounts of Pension provided by additional contributions pursuant to Regulation 14 are payable in addition to the amounts determined in accordance with this Regulation 5.7. **Cessation of Pension**Pension payable pursuant to this Regulation shall cease at the end of the month in which the Member dies.New Section Nov. 19978.

### **Requirement to Provide Survivor Benefits**

**Should the Plan be required by Applicable Pension Legislation or by a valid court order or domestic contract to provide survivor benefits subsequent to the death of a retiring Member which would not otherwise be payable under the Plan, the Member shall receive a reduced Pension. Such reduced Pension, together with the applicable survivor benefits, shall be actuarially equivalent to the Pension and survivor benefits (if any) which would otherwise have been payable, as determined by the Trustees on the advice of the Actuary.**

1. **Benefits During Period of Disability** On the disability of a Member in Active Service:(a) Contributions shall not be required from the Member's employer or from the Member pursuant to Regulation 3 during the period of disability;(b) the Member's Active Service and Years of Contributory Membership shall be deemed to continue during the period of disability;(c) the Member shall continue to accrue Pension throughout the period of disability pursuant to Regulation 5.1 and, for this purpose, the Member's annual Salary during the period of disability shall be deemed to be equal to the Salary of the Member during the 12 calendar months immediately preceding the month in which the disability commenced. 2. **Period of Disability**(a) For purposes of this Regulation, a Member shall be considered to be disabled if the Member is prevented prior to the Member's Normal Retirement Date by a physical or mental impairment from carrying out the Member's normal duties, and with respect to such impairment:(i) the Member is in receipt of a disability income benefit under the General Synod Long Term Disability Plan; or(ii) the Member is in receipt of disability income benefits under any disability income plan arranged by the Member's employer and administered by an insurance company licensed to conduct business in Canada; or(b) A Member's period of disability shall be deemed to commence on the later of the date on which the Member becomes disabled in accordance with Regulation 6.2(a) or the date as of which the Member's employer ceases to remit Contributions pursuant to Regulation 3.

(c) A Member's period of disability shall be deemed to cease on the earliest of:(i) the date on which the Member ceased to be disabled in accordance with Regulation 6.2(a);(ii) the date on which the Member dies;(iii) the Member's Normal Retirement Date.3. **Election to Terminate Active Service**Notwithstanding Regulation 6.1, a Member who becomes disabled and ceases to be employed by a Participating Employer may, within 60 days following termination of employment, elect in writing to

terminate Active Service as of the date of termination of employment, in which event:(a) the Member shall be entitled to benefits pursuant to Regulation 10; and(b)the Member shall not be entitled to benefits in accordance with Regulation 6.1 with respect to any period of disability subsequent to the date of termination of employment.\4.

**Evidence of Disability**\A Member shall not be considered to be disabled for purposes of this Regulation unless the Administrator has received written certification from a medical doctor acceptable to the Administrator and licensed to practise under the laws of a province of Canada or of the place where the Member resides, that the Member suffers from an impairment that meets the conditions in Regulation 6.2(a).\7. LUMP SUM

**DEATH BENEFIT**1. **Death of a Member in Active Service** On the death of a Member in Active Service,(a) if a surviving Spouse's allowance is payable pursuant to Regulation 8, no lump sum benefit is payable except as provided under section 1(d) of this Regulation;(b) if no surviving Spouse's allowance is payable pursuant to Regulation 8, the Member's beneficiary shall receive a lump sum benefit equal to the greater of:(i) the Member's Contributions pursuant to Regulation 3.2 together with Interest; or(ii) the commuted value of the benefit accrued by the Member after December 31, 1986;(c) if the Member has not had at least five Years of Contributory Membership, the Member's beneficiary shall receive a lump sum benefit equal to the greater of:(i) the Member's Contributions pursuant to Regulation 3.2 together with Interest; or(ii) the commuted value of the benefit accrued by the Member after December 31, 1986.(d) where the deceased Member has a Spouse at the time of the Member's death the Spouse may elect to receive the commuted value of the benefit accrued by the Member after December 31, 1986 as a lump sum benefit, or in the form of an immediate or deferred annuity having the same commuted value, in which case any other benefits payable to the Spouse under the Plan shall be reduced by an amount having the same commuted value.2.

**Death of a Member in Receipt of a Pension** On the death of a Member in receipt of a Pension,(a) if a surviving Spouse's allowance is payable pursuant to Regulation 8, no lump sum benefit is payable;

(b) if no surviving Spouse's allowance is payable pursuant to Regulation 8, the Member's beneficiary shall receive a lump sum equal to the Member's Contributions pursuant to Regulation 3.2 together with Interest, less the total Pension paid to the deceased Member.3. **Reserved.**4. **Death of a Surviving Spouse**On the death of a Spouse in receipt of a surviving Spouse's allowance, the estate of the deceased surviving Spouse shall receive a lump sum equal to the Member's Contributions pursuant to Regulation 3.2 together with Interest, less the total Pension paid to the deceased Member and the surviving Spouse. 5. **Designation of Beneficiary**(a) A Member may, by written notice to the Administrator or through a will, designate or appoint a beneficiary to whom, in the event of death, shall be paid any death benefits under this Regulation.

Provided there is no legal or other restriction to the contrary, such Member may from time to time revoke or alter the designation or appointment, without the consent of the former beneficiary. In the absence of an effective designation of a beneficiary, or if the designated beneficiary pre-deceases the Member, the Member's estate shall be considered as the beneficiary for the purposes of the Plan.(b) Where a deceased Member has a Spouse at the time of the Member's death, death benefits shall be paid to the Spouse to

the extent required by Applicable Pension Legislation, notwithstanding any other beneficiary designation made by the member, unless the Spouse submits a waiver of rights to such benefits in a form acceptable under Applicable Pension Legislation.

**1. Death of a Member in Active Service** On the death of a Member in Active Service who had at least five years of contributory membership, the surviving Spouse of the Member shall receive a surviving Spouse's allowance equal to 60% of the Pension

Accrued by the Member to date pursuant to Regulation 5.1.2. **Death of a Member in Receipt of Pension**(a) Except as otherwise provided in Regulation 5.5, on the date of the death of a Member in receipt of a Pension pursuant to Regulation 4, if the Member's Spouse at the Member's retirement date is living, the Spouse shall receive a surviving Spouse's allowance equal to 60% of the Pension being paid to the Member at date of death.(b) If at the time of retirement, a Member has been married for less than five years and the Spouse is more than ten years younger than the Member, the Member's Pension shall be reduced, as determined by the Trustees on the advice of the Actuary, in order to provide a surviving Spouse's allowance pursuant to section 2(a) of this Regulation. The Member and the Member's Spouse may jointly waive the Spouse's entitlement to the surviving Spouse's allowance, in which event the Member's Pension

shall not be reduced and shall cease on the Member's death.(c) If a Member shall marry while in receipt of a Pension pursuant to Regulation 4, and(i) the Member

had five or more Years of Contributory Membership at time of retirement, and(ii) no former Spouse of the Member would be eligible to receive the surviving Spouse's the Member may elect within six months after the

allowance on the death of the Member, date of marriage to receive a reduced Pension, as determined by the Trustees on the

advice of the Actuary, in order that the new Spouse may be eligible to receive the

surviving Spouse's allowance pursuant to section 2(a) of this Regulation.

This election once made is permanent and irrevocable. If no election is made, the

surviving Spouse of the Member shall not be entitled to a Pension.<sup>3.</sup> **Death of a**

**Member in Receipt of Disability Pension** On the death of a Member in receipt of a disability Pension from the Plan, if the Member's Spouse at the date such disability pension commenced is living, the Spouse shall receive a surviving Spouse's allowance equal to 60% of the Pension being paid to the Member at the time of death.<sup>4.</sup>

**Commencement and Cessation of Surviving Spouse's Allowance** The surviving Spouse's allowance pursuant to sections 1, 2 and 3 of this Regulation shall accrue from the first day of the month next following the date of death of the Member and shall cease at the end of the month in which the Spouse dies.

**1. Reserved**<sup>2.</sup> An allowance of \$120.00 per month shall be paid on behalf of each Child of a deceased Member. This allowance shall be reduced to \$100.00 per month upon the Child's 18th birthday.<sup>4.</sup> If the Member was inactive at the time of death or retirement, children's allowances shall be determined pursuant to Regulation 11.6.5.

**Payment of Children's Allowance** Children's allowance pursuant to this Regulation 9 shall be paid to: (a) Reserved. (b) the surviving parent of the Child on behalf of the Child, where the Member is deceased and a surviving Spouse's allowance is being paid, or (c) to the person who has legal custody of the Child on behalf of the Child, where neither parent of the Child is living. Notwithstanding the foregoing, where the Child has attained the age of eighteen years the allowance may, at the discretion of the Trustees, be paid to the Child.<sup>6.</sup> **General** Children's allowances shall cease at the end of the month: (a) in which the individual on whose behalf the allowance is payable ceases to be a Child pursuant to Regulation 1.3, or

(b) in which the Child dies.<sup>7.</sup> A Child born or adopted after a Pension has been granted to a Member is not eligible for children's allowance.<sup>8.</sup> (a) The total amount of Pension payable on the death of a Member in Active Service to a surviving Spouse pursuant to Regulation 8 and on behalf of Children pursuant to Regulation 9 shall not exceed the sum of: (i) the Member's accrued Pension determined in



accordance with Regulation 5.1: plus(ii) the lesser of(A) the Pension accrued by the Member in the year preceding the date of death multiplied by the number of years by which the date of death precedes the Member's Normal Retirement date, and(B) the excess, if any, of 150% of the Y.M.P.E. for the year in which the death occurs over the amount determined in accordance with Regulation 9.8(a)(i);(b) The total amount of Pension payable on the death of a Member in receipt of Pension (other than such a Member who made an election pursuant to Regulation 5.5) to a surviving Spouse pursuant to Regulation 8 and on behalf of Children pursuant to Regulation 9 shall not exceed the amount of Pension being paid to the Member immediately prior to death; and, where necessary, the Children's allowances paid pursuant to Regulation 9 shall be reduced to the extent necessary to avoid contravening this Regulation 9.  
**New Section May 1997 The amount of allowance payable to any Child shall not exceed:**

**in the case of the Child of a deceased member who was in receipt of Pensions, 66 2/3% of the amount payable to the deceased member immediately prior to death; or in the case of the Child of a deceased Member in Active Service, 66 2/3% of the amount determined pursuant to Regulation 9.8(a); or in the case of the Child of a deceased inactive Member, 66 2/3% of the amount determined pursuant to Regulation 9.8(a)(i).**

10. TERMINATION OF ACTIVE SERVICE1. In the event of a Member's termination of Active Service:(a) if the Member has had less than two years of Continuous Service, the Member shall receive a lump sum payment equal to the Member's Contributions pursuant to Regulation 3.2, together with Interest;(b) if the Member has had at least two years of Continuous Service and the annual amount of the Member's accrued Pension is less than 2% of the Y.M.P.E., the Member shall receive a lump sum payment equal to the greater of:(i) the Member's Contributions pursuant to Regulation 3.2, together with Interest, or(ii) the commuted value of the accrued Pension; (c) if the Member has had at least two years of Continuous Service and does not receive a lump sum settlement under section 1(b) of this Regulation, the Member shall become an inactive Member of the Plan in accordance with the terms of Regulation 11.2. A Member who has become an inactive Member in accordance with section 1(c) of this Regulation and who is not then eligible to retire pursuant to Regulation 4 may elect to have the commuted value of the accrued Pension transferred to:(a) a retirement savings arrangement;(b) the registered pension plan of a successor employer if the administrator of the successor employer's pension plan agrees to accept the transfer; or(c) a licensed life insurance company for the purchase of a life annuity that will not commence more than ten years prior to the Member's Normal Retirement Date; subject to compliance with Applicable Pension Legislation.3. When settlement is made under sections 1(a), 1(b) or 2 of this Regulation, the Member's membership in this Plan shall cease and no further benefits shall be payable hereunder.

New section

Nov. 19975. **In the event a Member, who ceases participation, continuing to**

**provide service to a Participating Employer, the active service of the Member shall be deemed not to have been terminated until the earlier of the date the Member commences receipt of Pension or the Member's Participating Employer declares that the services have ceased to be provided.**

11. INACTIVE MEMBERS1. When a Member has become inactive in accordance with Regulation 10.1(c), has not received a settlement in accordance with Regulation 10.2 and has not returned to Active Service, the Member shall be entitled to benefits in accordance with this Regulation.2. **Retirement Benefit** Upon the retirement pursuant to Regulation 4 of an inactive Member, there shall be payable a Pension calculated in accordance with the terms of Regulation 5.3.**Disability Benefit** No disability benefit shall be payable to an inactive Member who becomes disabled after the date on which the Member's Active Service terminates.4. **Lump Sum Death Benefit** In the event of the death of (a) an inactive Member; (b) Reserved; (c) the surviving Spouse of a deceased inactive Member, the lump sum death benefit will be calculated in accordance with the terms of Regulation 7.5. **Surviving Spouse's Allowance** (a) On the death, prior to retirement pursuant to section 2 of this Regulation, of an inactive Member who had at least five Years of Contributory Membership, the surviving Spouse of such Member shall receive a surviving Spouse's allowance equal to 60% of the Pension accrued by the Member pursuant to Regulation 5.1. Revised Nov. 1997 (c) Notwithstanding the foregoing, the surviving Spouse's allowance, if any, payable on the death of an inactive Member whose Active Service terminated prior to January 1, 1988, shall be payable in accordance with the provisions of the Plan that were in effect as of December 31, 1987.6. **Children's Allowance** The surviving Spouse of a deceased inactive Member shall be eligible to receive children's allowances under the same terms and conditions as described in Regulation 9, provided that: (a) any allowance described in Regulation 9 shall be multiplied by the ratio of the Member's number of Years of Contributory Membership to the number of years from the Member's date of entry into the Plan to the Member's Normal Retirement Date, provided that this reduction in children's allowance shall not apply if the Member is eligible for early retirement, pursuant to Regulation 4.2, and has at least ten Years of Contributory Membership on the date on which the member's Active Service Terminated. (b) no child born or adopted after the Member's Active Service has terminated shall be eligible for children's allowance.

12. PURCHASE OF ADDITIONAL PENSION1. (a) Subject to Regulation 12.7, a Member, upon entering the Plan, may purchase additional Pension with respect to the Member's Back Service, if any. (c) Reserved.2. (a) The Member shall either pay for the Back Service in a lump sum at the time of entry or enter into an agreement with the Trustees to purchase the Back Service over a period of time not exceeding the lesser of five years, or the period ending one year prior to the Member's Normal Retirement Date. (b) Where the purchase is paid over a period of years, the payment shall include interest on the unpaid portion at a rate to be determined by the

Trustees.3. The Participating Employer of a Member may undertake to pay a portion of the cost of the Back Service, provided that the Member shall pay no less than three-thirteenths of the cost.4.(a) In the event of the death of a Member who has entered into an agreement to purchase Back Service and where the purchase has not been completed, the survivor's benefit, if any, shall be based on the accrued Pension at the time of death, taking into account the amount of Back Service purchased to that date.(b) In the event of the disability of a Member who has entered into an agreement to purchase Back Service and where the purchase has not been completed, the subsequent Pension and survivor's benefit, if any, shall be based on:(i) the accrued Pension at the time of disablement, taking into account the amount of Back Service purchased to that date; and(ii) the Pension that accrues during the period of disability pursuant to Regulation 6.1(c).

5. (a) Subject to Regulation 12.7, the Participating Employer of a Member may purchase additional Pension for a Member at the time of the Member's actual retirement.(b) The amount of this additional Pension shall be as determined by the Participating Employer subject to Regulation 12.7.(d) The Participating Employer shall pay in one sum the purchase price for the additional Pension.(e) The Participating Employer shall supply to the Administrator a certified copy of the instrument authorizing the purchase of the additional Pension. The Administrator shall not be required to investigate further the authority for the purchase and shall not be liable in any manner for a purchase made without proper authorization.6. The purchase of additional Pension shall be on the basis of the tables prepared by the Actuary and approved by the Trustees.7. **Regulatory Requirements**(a) Any period of Back Service with respect to which Pension is purchased pursuant to Regulation 12.1 must be a period of service in respect of which lifetime retirement benefits may be provided in accordance with the Regulations under the Income Tax Act (Canada).

(b) The amount of additional Pension purchasable under Regulation 12.1 or Regulation 12.5 shall not increase a Member's Pension to an amount in excess of the maximum amount specified by the Regulations under the Income Tax Act (Canada).(c) All purchases of additional Pension under Regulation 12 with respect to a Member's service after December 31, 1989 are subject to certification by Revenue Canada that such purchase would not render the registration of the Plan under the Income Tax Act (Canada) subject to revocation.

1. For the purposes of this Plan, leave of absence of a Member shall be recognized only when it has been granted by the appropriate Participating Employer.2.Except as provided in Regulation 2.5(a), a Member who is granted leave of absence for purposes other than study or maternity, shall be considered an inactive Member and benefits will be provided in accordance with Regulation 11. If the leave extends for a period of at least twenty-four months without Contributions being received on behalf of the Member, settlement shall be made in accordance with Regulation 10.**Revised**

**3. Subject to the payment of Contributions in accordance with Regulation 3, a Member's Salary during an unpaid leave of absence, or during a leave of absence with reduced pay, shall be deemed for all purposes of the Plan to be the amount determined by the Member's employer. Such deemed Salary shall not be less than the amount specified in Regulation 1.11(d) and shall not exceed the Member's Salary in effect immediately prior to the commencement of the leave of absence. Such deemed Salary shall continue for a period not exceeding thirty-six months in respect of any leave of absence, provided that the total period for which Salary shall be deemed to have continued for all leaves of absence for any Member shall not exceed sixty months.**

#### 14. RETIREMENT SAVINGS FUND(Additional Voluntary Contributions)1.

Additional contributions may be made by or on behalf of a Member in Active Service, providing that the total contributions made by the Member shall not exceed the maximum amount permitted under the Income Tax Act (Canada).Revised

May 1997Revised

Nov. 19973. (a) **The Member may use these accumulated additional savings to purchase additional Pension or may elect any other option permitted under the Income Tax Act (Canada), provided the savings are so applied no later than the December 31 coincident with or next following the Member's attainment of the age of sixty-nine years.**b) If the Member has a Spouse at the time of purchase, the additional Pension shall provide for a minimum of 60% continuation to the surviving Spouse after the death of the Member.4. The Actuary shall prepare from time to time a table which shall be used with the approval of the Trustees to calculate the amount of additional Pension.5. In the event of the death of a Member before retirement, there shall be paid to the estate of the Member a sum equal to the total of these additional contributions received with accumulated interest.6. (a) If a Member who purchased additional Pension under this Regulation dies before sixty monthly payments have been made and there is no surviving Spouse, there shall be added to the death benefit the difference between sixty times the monthly amount of additional Pension and the total additional Pension paid to the Member.(b) At the time of purchase the Member may elect to increase the guaranteed number of monthly payments to one hundred and twenty or one hundred and eighty, with the amount of the monthly payment being reduced in accordance with the Actuary's table.

15. GENERAL PROVISION1. **Actuarial Valuation**The Trustees shall arrange for an actuarial valuation of the Plan to be made by the Actuary at intervals not exceeding three years, subject to compliance with Applicable Pension Legislation.2. **Commuted Values**All commuted values determined in accordance with the Plan shall be calculated in accordance with a basis determined from time to time by the Trustees on the advice of the Actuary, subject to compliance with Applicable Pension Legislation. 3. **Disposition of Surplus**Where an actuarial valuation shows the Plan to have surplus monies during the continuation of the Plan, such monies may either:(a)be retained as a part of the Pension Fund;(b) be applied to increase Pensions payable under the Plan in a manner determined by the Pension Committee, subject to the approval of the General Synod or

the Council of General Synod; (c) be paid to Participating Employers in a manner determined by the Pension Committee, subject to the approval of the General Synod or the Council of General Synod; or (d) be applied to reduce Contributions otherwise payable pursuant to Regulation 3 in a manner determined by the Pension Committee, subject to the approval of the General Synod or the Council of General Synod; subject to compliance with Applicable Pension Legislation.

4. **Equal Pension Accrual** A Diocese may by its synodical action nominate a class of members who will be given an equal amount of pension accrual for each year provided that this action does not jeopardize registration of the plan under the Income Tax Act (Canada). In the event that the Contributions made by a Member on and after January 1, 1987 pursuant to Regulation 3.2, with Interest thereon, exceed: (a) one half of the commuted value of the Pension provided to such Member with respect to service on and after January 1, 1987 on retirement or disability pursuant to Regulation 4 or Regulation 6; or (b) one half of the commuted value of the Pension accrued with respect to service on and after January 1, 1987 by a Member whose Active Service has terminated pursuant to Regulation 10.1(a) or 10.1(b); the amount of the excess shall be paid to the member in addition to other benefits payable under the Plan. 6. **Marriage Breakdown** Any variation in the payment of a Pension subsequent to a marriage breakdown shall be made in accordance with the terms of a domestic contract or court order and the requirements of Applicable Pension Legislation governing the division of a Member's Pension entitlement between the Member and the Member's Spouse, provided that no such action shall have the effect of increasing the commuted value of all amounts of Pension payable with respect to the Member's participation in the Plan. 7. **Maximum Value of Pensions** The value of the Pension payable to a Member at retirement and of the related surviving Spouse's allowances and children's allowances, if any, shall not exceed the value of the maximum pension specified under the Income Tax Act (Canada).

8. **Non-Alienation of Benefits**(a) All Pensions provided under the Plan are for the Member's own use and benefit, are not capable of being charged, anticipated, surrendered, commuted (except as specifically provided herein), assigned, otherwise alienated, or given as security, and do not confer on any Member, personal representative, dependant or any other person any right or interest capable of being charged, anticipated, surrendered, commuted (except as specifically provided herein), assigned, otherwise alienated or given as security.(b) Notwithstanding section 8(a) of this Regulation,(i) Pensions provided under the Plan are subject to execution, seizure or attachment in satisfaction of an order for support or maintenance in Ontario to a maximum of one-half the money payable;(ii) an assignment of an interest in a Pension provided under the Plan may be made pursuant to a domestic contract or a court order under family law legislation and Applicable Pension Legislation; and(iii) surrender or commutation of an immediate or deferred Pension will be allowed as provided in this Plan and under Applicable Pension Legislation.9.

**Payment of Pensions**Pensions payable for any month shall be paid at the end of the month in which they accrue.10. **Solvency**In the event that the Contributions payable pursuant to Regulation 3 are insufficient to maintain the solvency of the Plan in accordance with the requirements of the Pension Benefits Act, 1987 (Ontario) and regulations thereunder, the Plan shall be amended to restore the solvency thereof.11. **Transfer**A Member on entering the Plan may transfer into the Pension Fund monies from a pension plan of the Member's previous employer and there shall be credited to the Member such additional amount of Pension as may be determined by the Trustees on the advise of the Actuary.16. **ADMINISTRATION**1. All applications for membership or Pension shall be made in writing to the Director on forms prescribed by the Trustees and persons applying for Pension shall provide such proof of age and other necessary documentation as required from time to time.2. The fiscal year of the Pension Fund shall end on 31st December in each year.

3. The Trustees shall provide:(a)annually to each Member a written statement containing the information prescribed by Applicable Pension Legislation;(b) to any person becoming entitled to any Pension or other benefit under the Plan, a written statement containing the information prescribed by Applicable Pension Legislation; and(c) to any Member, on request, such other information or documents as are prescribed by Applicable Pension Legislation.4. Each Participating Employer shall inform the Director within 30 days of:(a)the termination of a Member's employment; (b) the transfer of a Member from one Diocese to another; (c) the death of a Member; (d) a Member relinquishing or abandoning the exercise of the ministry in accordance with Canon XIX; (e) a Member being granted leave of absence;(f)a change in the marital status of a Member; and

5. Each Participating Employer shall inform the Director annually of the amount of Contribution and Salary for each of its Members, no later than the first day of February of

the following year.

17. AMENDMENTS AND TERMINATION OF THE PLAN1. No amendment to the Plan shall reduce the amount or the commuted value of any Pension accrued under the Plan prior to the effective date of the amendment except:(b) on termination of the Plan, if the assets of the Plan are insufficient to provide for all Pensions accrued thereunder, subject to compliance with Applicable Pension Legislation.2. On termination of the Plan, the assets of the Plan shall be applied to provide for all Pension and other benefits accrued under the Plan prior to the effective date of its termination by Members, their Spouses, children, beneficiaries and estates. Any surplus monies remaining after providing for these benefits may either:(a) be applied to increase Pensions payable under the Plan in a manner determined by the Pension Committee, subject to the approval of the General Synod or the Council of General Synod, provided however that no Member shall receive a Pension exceeding the amount determined pursuant to Regulation 5.4; or(b) be paid to Participating Employers in a manner determined by the Pension Committee, subject to the approval of the General Synod or the Council of General Synod, subject to compliance with Applicable Pension Legislation.

**New Section**

**Nov. 1996 SCHEDULE A Bonus Additions to Accrued Pensions**  
**1. The amount determined as of December 31, 1988 in accordance with Regulation 5.1 with respect to a Member in Active Service as of that date shall be increased to the greater of:(a) 110% of the amount otherwise determined in accordance with Regulation 5.1; or(b) 1.2% of the Member's average annual Salary during the 5 years ended December 31, 1988 multiplied by one-twelfth of the number of complete months prior to December 31, 1988 in respect of which Contributions have been paid on the Member's behalf (including months of Back Service purchased pursuant to Regulation 12) provided however that the increase in a Member's amount of annual Pension pursuant to this paragraph 1 shall not exceed 40% of the amount otherwise determined as of December 31, 1988 in accordance with Regulation 5.1.2. The amount determined as of December 31, 1990 in accordance with Regulation 5.1 with respect to a Member in Active Service as of that date shall be increased by 5%.3. The amount determined as of December 31, 1991 in accordance with Regulation 5.1 with respect to a Member in Active Service as of that date shall be increased to the greater of:(a) 105% of the amount otherwise determined in accordance with Regulation 5.1; or(b) 1.2% of the Member's average annual Salary during the 5 years ended December 31, 1991 multiplied by one-twelfth of the number of complete months prior to December 31, 1991 in respect of which Contributions have been paid on the Member's behalf (including months of Back Service purchased pursuant to Regulation 12) provided however that the increase in a Member's amount of annual Pension pursuant to this paragraph 3 shall not exceed 15% of the amount otherwise determined as of December 31, 1991 in accordance with Regulation 5.1.4. The amount determined as of December 31, 1993 in accordance with Regulation 5.1 with respect to a Member in Active Service as of that date shall be increased by 3%.**

**The amount determined as of December 31, 1994 in accordance with Regulation 5.1 with respect to a Member in Active Service as of that date shall be increased by:**

- (a) 3%; plus (b) 0.3% times the Member's number of complete Years of Contributory Membership as of December 31, 1994 in excess of 20 years, if any, subject to a maximum of 5%.**

**New Section Nov. 19976. The amount determined as of December 31, 1996 in accordance with Regulation 5.1 with respect to a Member in Active Service as of that date shall be increased by:**

- (a) 9.47% of the portion of such amount that is in respect of Years of Contributory Membership prior to 1995; plus**
- (c) 5.26% of the portion of such amount that was accrued in respect of Contributory Membership in the Plan in 1996.**