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# **The Text of the Pension Plan of The United Church of Canada**

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**Amended and Restated as of  
January 1, 2023**

**(pursuant to Amendment 2023-1)**

THE UNITED CHURCH OF CANADA

We hereby certify that the attached restated Plan Text of the  
Pension Plan of The United Church of Canada (the “Plan”) is a true  
and current copy of the Plan as amended and approved by  
the Pension Board on March 22, 2023.

Certified: \_\_\_\_\_

Title: Alan Hall, Executive Officer, Ministry and Employment

Certified: \_\_\_\_\_

Title: Erik Mathiesen, Executive Officer, Finance

Date: April 13, 2023

**THE PENSION PLAN OF THE UNITED CHURCH OF CANADA**

**AMENDED AND RESTATED AS OF JANUARY 1, 2023**

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## ***ARTICLE 1***

### ***HISTORY***

- 1.01** The United Church of Canada (“The Church”) established the Pension Plan of The United Church of Canada (the “Plan”) effective September, 1928. The Plan, commonly referred to as a defined benefit pension plan, is a program for deferral of earnings in order to provide income in retirement, as well as benefits to survivors. And, effective that same time, The Church also established the Pension Fund of The United Church of Canada (the “Fund”) to hold the assets of the Plan.

The Plan and Fund provided for the amalgamation of the Pension Plans of The Congregational Union Church of Canada, The Presbyterian Church in Canada and The Methodist Church in Canada, at the same time, established a Transferees’ and New Entrants’ Branch to take care of transfers from the old Funds and new admissions after June 10, 1925.

On January 1, 1962, the Overseas Missionaries of The Woman’s Missionary Society who were members of the Society’s Retirement Plan were transferred to the Plan

On January 1, 1968, the pension funds of the former Evangelical United Brethren Church were transferred and merged with the Fund.

On January 1, 1986, the Lay Pension Plan was merged with the Plan. The Lay Pension Plan ceased to exist on that date as a result of merger with the Plan.

- 1.02** The Plan has been amended many times since its establishment.
- 1.03** Effective January 1, 2023, the Plan is further hereby amended and restated, the terms of which are set out in this Plan text.
- 1.04** The Plan is applicable to Members who are in Continuous Service on or after January 1, 2023. Benefits in respect of a Member whose employment ceased prior to January 1, 2023 will be determined in accordance with the terms of the Plan at the time of such cessation of Continuous Service, except as may be specifically provided herein.

- 1.05** The Church expects that the Plan will continue to meet the requirements of Applicable Pension Laws and the Income Tax Act and the continued registration of the Plan under both Applicable Pension Laws and the Income Tax Act is a pre-condition for the Plan to remain operative.
- 1.06** The Financial Services Commission of Ontario (now the Financial Services Regulatory Authority of Ontario) has determined that the Plan is a multi-employer pension plan established pursuant to a trust agreement for the purposes of the Pension Benefits Act (Ontario).
- 1.07** The singular pronoun wherever used herein will include the plural and vice versa, as the context requires.



## ***ARTICLE 2***

### ***DEFINITIONS***

The expressions General Council, Pastoral Charge, Candidate Supply, Regional Council, Intern Supply, Student Supply, Diaconal Supply, Ordained Supply, Designated Lay Minister, Executive, and Recognized Designated Lay Minister refer to those governing bodies or position titles of The Church, as they are known and recognized by The Church.

In the Plan text, the following terms will have the following meaning unless the context clearly indicates otherwise:

- 2.01 “Actuary”** means the person who is a Fellow of the Canadian Institute of Actuaries, or the firm employing such person, appointed by the Administrator for the purposes of the Plan and the Fund.
- 2.02 “Actuarial(ly) Equivalent”** means a benefit of equivalent value to a specified benefit but of a different form of payment, as determined on the basis of the actuarial assumptions adopted by the Administrator, in accordance with Applicable Pension Laws and the Income Tax Act. The Actuary will provide advice as to the assumptions, but the determination as to which assumptions are to be used will be made by the Administrator.
- 2.03 “Adjusted Pensionable Earnings”** of a Member for any year means such Member’s Pensionable Earnings for such year increased by the percentage addition set out for such year in Schedule A, subject to the maximum addition. Where the Member has less than a full year’s Credited Service during such year, the maximum addition will be calculated proportionately.
- 2.04 “Administrator”** of the Plan means the Executive of the General Council.
- 2.05 “Applicable Pension Laws”** means the Pension Benefits Act (Ontario) and includes such other provincial or federal pension legislation which may be applicable to a Member of the Plan including:
- (a) the Federal Pension Benefits Standards Act, 1985;
  - (b) British Columbia’s Pension Benefits Standards Act;
  - (c) Alberta’s Employment Pension Plans Act;

- (d) Saskatchewan’s Pension Benefits Act, 1992;
- (e) Manitoba’s Pension Benefits Act;
- (f) Quebec’s Supplemental Pension Plans Act;
- (g) New Brunswick’s Pension Benefits Act;
- (h) Nova Scotia’s Pension Benefits Act; and
- (i) Newfoundland and Labrador’s Pension Benefits Act, 1997;

as amended from time to time, and any regulations pursuant thereto.

Members working in, or reporting to work in, Prince Edward Island or Bermuda are deemed to be Members working in, or reporting to work in, Ontario.

Members working in, or reporting to work in, Nunavut, Yukon Territory or Northwest Territories are subject to the Federal Pension Benefits Standards Act, 1985.

**2.06 “Authorized Leave of Absence”** means an eligible period of temporary absence defined in accordance with Article 5.

**2.07 “Basis of Assessment”** of a particular Member for any year or partial year after July 1, 2015 or the Member’s Change Date, if later, means the aggregate of:

- (a) the total salary paid to such Member by one (1) or more Employers for such year or partial year, excluding any portion of the salary deemed to be a non-pensionable allowance, as defined and established from time to time by the Administrator; plus
- (b) where a manse is supplied to Ministry Personnel, 40% of the salary paid to such Member.

For any year or partial year after 1982 but prior to July 1, 2015 or the Member’s Change Date, if later, “Basis of Assessment” of a particular Member means the aggregate of:

- (a) the total salary paid to such Member by one (1) or more Employers for such year or partial year, excluding any portion of the salary deemed to be a non-

pensionable allowance, as defined and established from time to time by the Administrator; plus

- (b) where a manse is supplied or housing allowance is paid to Ministry Personnel, 40% of the salary paid to such Member.

For any year prior to 1983, “Basis of Assessment” means the amount determined by the terms of the Plan or a Prior Plan in effect for such year.

For the purpose of this Section 2.07, “Change Date” means the date the Member commences to be remunerated in accordance with the compensation model approved by the 39<sup>th</sup> General Council, as implemented by the Executive of General Council and its delegates. The Change Date shall not be earlier than July 1, 2015 or later than July 1, 2018.

**2.08 “Beneficiary”** means the person, persons or estate designated by a Member or a Member’s Spouse in accordance with Article 7.

**2.09 “Commutated Value”** means a lump sum amount which is the Actuarial Equivalent of those benefits that a person has a present or future entitlement to receive.

**2.10 “Continuous Service”** means the period of an Employee’s employment with the Employer or Employers, as applicable, commencing on the most recent date of employment, including:

- (a) any periods of Authorized Leave of Absence;
- (b) any suspension of employment that lasts less than two (2) years; and
- (c) any periods during which the Employee receives a disability pension from the Plan.

“Continuous Service” will also include prior periods of employment that were recognized as “Continuous Service” under the Plan, in accordance with the terms of the Plan in effect before July 1, 2019 or the terms of a Prior Plan.

Any fractional part of a calendar month of Continuous Service will be treated as a completed month of Continuous Service.

**2.11 “Credited Service”** means that portion of a Member’s Continuous Service in respect of which at least one (1) of the Member or Employer has made the required contributions to the Plan or a Prior Plan. “Credited Service” does not include:

- (a) any Authorized Leave of Absence except where contributions are made in respect of the Member in accordance with Article 5; and
- (b) any period described in Section 2.10(b) or (c).

**2.12 “Dependent Child”** means a child of the deceased Member as set out in section 4 of the *Children’s Law Reform Act* (Ontario) or such Member’s Spouse who at the time of the Member’s death was supported by and substantially dependent upon the Member and:

- (a) had not attained age 18; or
- (b) being in regular attendance at a recognized school, university or other education establishment or institution, was not in receipt of a Government allowance for incapacitated or disabled persons and had not attained age 25.

Such child continues to be a Dependent Child after the Member’s death until such time as the child no longer satisfies the conditions set out in paragraphs (a) or (b) above, as applicable.

**2.13 “Disability”** means a period of Continuous Service throughout which the Member is physically or mentally incapacitated so as to prevent the performance of employment duties in which the Member was engaged before the impairment occurred;

- (a) as determined and approved by the Administrator based on evidence provided by a medical doctor licensed in Canada or where the Member resides; and
- (b) during which the Member is entitled to benefits from The Church’s short or long-term disability plans insured by a duly licensed insurer.

**2.14 “Early Retirement Date”** means the date specified in Section 8.02.

**2.15 “Employee”** means a person who is employed by an Employer (or former Employer) other than a person who is:

- (a) employed in an Exempt Class;

- (b) engaged on a fee for service contract;
- (c) employed by one or more Employers for less than 14 hours per week, on average, in aggregate, unless such person satisfies the minimum eligibility requirements for joining the Plan under Applicable Pension Laws;
- (d) re-employed following the end of the year in which the person attains age 71 or such other maximum age of pension commencement in accordance with the Income Tax Act; or
- (e) re-employed and elects to continue receiving a pension in accordance with Section 4.03(b)(i).

**2.16 “Employer” means:**

- (a) the General Council and any Pastoral Charge or unit or committee of The Church;
- (b) any organization or institution which is associated with or related to The Church;  
or
- (c) any other organization or institution which employs Ministry Personnel whose ministry has been recognized by The Church,

provided that an employer described under this Section 2.16(b) or (c) has been approved for participation in the Plan by the Administrator. An “Employer” other than one described in Section 2.16(a) must sign a participation agreement with The Church. Notwithstanding the foregoing, any reference in the Plan text to any action to be taken, consent, approval or opinion to be given, discretion or decision to be exercised or made by the Employer will refer only to The Church.

**2.17 “Employment” means service as an Employee.**

**2.18 “Excess Contributions” means excess contributions as defined in Section 9.06.**

**2.19 “Exempt Class” means Employment which the Employer has requested, and the Administrator has approved, as an exemption from the requirement to participate in the Plan. Exempt Classes will include, but will not be limited to, employees who participate in another pension plan and unionized employees whose collective agreement does not include participation in the Plan.**

- 2.20 **“Fund”** means the fund established for the purposes of the Plan in accordance with the terms of the Funding Agreement, to which all contributions will be made, including transfers of assets from Prior Plans, and from which expenses (to the extent described in Section 3.03) and all benefits under the Plan will be payable.
- 2.21 **“Funding Agent”** means a trust company and/or insurance company and/or any group of individual trustees, as eligible under Applicable Pension Laws and the Income Tax Act, designated by the Administrator to hold the whole or a portion of the Fund at any time pursuant to the terms of a Funding Agreement.
- 2.22 **“Funding Agreement”** means any trust deed or agreement pertaining to the custody of the Fund executed from time to time between the Administrator and any Funding Agent, including any insurance or annuity contracts issued by a Funding Agent and including any amendments which are made from time to time.
- 2.23 **“Income Tax Act”** means the Income Tax Act, Canada and any other Canadian income tax legislation applicable to a Member, as amended from time to time, together with any relevant regulations and application rules made thereunder from time to time.
- 2.24 **“Interest”** means simple or compound interest at such rate or rates that the Administrator at its discretion may declare from time to time for purposes of calculating the accumulated amounts of Members’ contributions, and for such other purposes as the Administrator deems to be necessary.
- Notwithstanding the above, Interest to be credited will be at a rate not less than that prescribed and will be calculated in the manner prescribed in the Applicable Pension Laws.
- 2.25 **“Lay Employee”** means an Employee who is not Ministry Personnel.
- 2.26 **“Member”** means an Employee or former Employee who has become a Member of the Plan in accordance with Article 4 in respect of whom a benefit has been credited under the Plan (or Prior Plan), and who continues to be entitled to benefits or rights hereunder.
- 2.27 **“Minimum Salary”** which applies only to Ministry Personnel means the salary, including the appropriate increment, established from time to time by The Church.

**2.28 “Ministry Personnel”** means a person, other than a person employed in an Exempt Class, recognized as Ministry Personnel as defined in the by-laws of The United Church of Canada, which are set out in *The Manual*.

**2.29 “Normal Retirement Date”** means the date specified in Section 8.01.

**2.30 “Pensionable Earnings”** of a Member for any Plan Year means the portion of such Member’s Basis of Assessment for such Plan Year which is used for the purposes of determining required contributions and pension.

For any Plan Year after 1993, a Member’s Pensionable Earnings will be equal to such Member’s Basis of Assessment for the year.

For any Plan Year after 1982 and before 1994, a Member’s Pensionable Earnings will be equal to such Member’s Basis of Assessment for the year, less 30% of that portion of the Member’s earnings with respect to which the Member contributed to the Canada Pension Plan or the Quebec Pension Plan.

For any Plan Year prior to 1983, a Member’s Pensionable Earnings will be as established by the terms of the Plan or a Prior Plan in effect for such year.

However, a Member’s Pensionable Earnings will not, in any event, exceed the maximum amount in respect of which such Member’s contributions hereunder are fully deductible as contributions to a registered pension plan in accordance with the provisions of the Income Tax Act.

**2.31 “Plan”** means the Pension Plan of The United Church of Canada, as amended from time to time, the terms of which are set out in this text.

**2.32 “Plan Year”** means the calendar year.

**2.33 “Postponed Retirement Date”** means the date specified in Section 8.03.

**2.34 “Prior Plans”** means any pension plan or part thereof which has been merged with the Plan. As of July 1, 2019, the Prior Plans are:

- (a) the Lay Employees Pension Plan of The United Church of Canada;
- (b) the Aged and Infirm Ministers’ Fund of the Presbyterian Church in Canada;

- (c) the Provident Fund of the Congregational Church;
- (d) the Superannuation Fund of the Methodist Church;
- (e) the Lay Missionaries' Superannuation Fund of the Methodist Church;
- (f) the Transferees' Fund (1929);
- (g) the New Transferees' Fund (1955);
- (h) the New Transferees' Fund (1962);
- (i) the Woman's Missionary Society Retirement Fund;
- (j) The United Church Publishing House Pension Fund;
- (k) the New Entrants' Fund;
- (l) the Ministers', Widows' and Orphans' Fund of the Presbyterian Church in Canada (Eastern and Western Sections);
- (m) the Pension Fund of the former Evangelical United Brethren Church; and
- (n) the Pension Fund of the former Evangelical United Brethren Church, Canada Conference.

**2.35** “Spouse” of a Member means, subject to Applicable Pension Laws and the Income Tax Act, determined at the earlier of the commencement of a Member's pension and the date of the Member's death (“date of determination”):

- (a) if the Member reports to work at a location of the Member's Employer in Ontario or Bermuda, the person who is not living separate and apart from the Member and meets one (1) of the following eligibility requirements:
  - (i) is married to the Member; or
  - (ii) is not married to the Member and had been living together with the Member in a conjugal relationship,
    - (A) continuously for a period of not less than three (3) years; or



- (B) of some permanence, if they are the parents of a child as set out in section 4 of the *Children's Law Reform Act* (Ontario);
- (b) if the Member reports to work at a location of the Member's Employer in British Columbia, the person who:
  - (i) is married to the Member and has not been living separate and apart from the Member for a continuous period longer than two (2) years on the date of determination; or
  - (ii) has been living with the Member in a marriage-like relationship for a period of at least two (2) years immediately preceding the date of determination;
- (c) if the Member reports to work at a location of the Member's Employer in Alberta, the person who:
  - (i) is married to the Member and who, if living separate and apart from the Member, had not been living separate and apart from the Member for a continuous period longer than three (3) years; or
  - (ii) if paragraph (i) does not apply, the person who immediately preceding the date of determination, had lived with the Member in a marriage-like relationship,
    - (A) for a continuous period of at least three (3) years; or
    - (B) of some permanence, if there is a child of the relationship by birth or adoption;
- (d) if the Member reports to work at a location of the Member's Employer in Saskatchewan, the person who:
  - (i) is married to the Member; or
  - (ii) if the Member is not married, is cohabiting with the Member as spouses on the date of determination and who had been cohabiting continuously with the Member as the Member's spouse for at least one (1) year prior to the date of determination;

- (e) if the Member reports to work at a location of the Member's Employer in Manitoba, the person who:
  - (i) is married to the Member; or
  - (ii) is registered as being in a common-law relationship with the Member under *The Vital Statistics Act* (Manitoba); or
  - (iii) not being married to the Member, is cohabiting with the Member in a conjugal relationship and who on the date of determination had cohabited with the Member in that relationship for a period of:
    - (A) at least three (3) years if either of them is married; or
    - (B) at least one (1) year, if neither of them is married;

Notwithstanding the above, a person who is living separate and apart from the Member by reason of a breakdown of their relationship on the date of determination shall not qualify as the Member's Spouse.

- (f) if the Member reports to work at a location of the Member's Employer in Quebec, the person who:
  - (i) is married to the Member or in a civil union with the Member; or
  - (ii) if paragraph (i) does not apply, is living in a conjugal relationship with the Member, who is neither married nor in a civil union, and on the date of determination had been living with the Member in that relationship for a period of:
    - (A) at least three (3) years; or
    - (B) for a period of not less than one (1) year if:
      - (1) at least one (1) child is born, or to be born, of their union;
      - (2) they have jointly adopted at least one child while living together in a conjugal relationship; or

- (3) one of them has adopted at least one (1) child who is the child of the other, while living together in a conjugal relationship,

and, for greater clarity, the birth or adoption of a child prior to the period of conjugal relationship existing on the date of determination may qualify a person as a Spouse of the Member.

Notwithstanding subparagraph (i) above, a person who is legally separated from bed and board on the date of determination shall not qualify as the Member's Spouse unless the person is the Member's successor or was named in a notice sent by the Member to the Administrator in accordance with Applicable Pension Laws;

- (g) if the Member reports to work at a location of the Member's Employer in New Brunswick, the person who:
  - (i) is married to the Member; or
  - (ii) is married to the Member by a marriage that is voidable and has not been voided by a declaration of nullity; or
  - (iii) has gone through a form of marriage with the Member in good faith that is void and has cohabited with the Member within the one (1) year period immediately preceding the date of determination; or
  - (iv) is not married to the Member but is cohabiting with the Member in a conjugal relationship and on the date of determination had cohabited with the Member in that relationship continuously for at least two (2) years.

Notwithstanding the above, if a person described under paragraph (i), (ii) or (ii) ("married spouse") and a person described under paragraph (iv) both claim a right or a benefit under the Plan, the married spouse is entitled to the right or benefit, if the married spouse is otherwise eligible, unless there is a valid domestic contract between the Member and the married spouse, or a decree, order or judgment of a competent tribunal, that bars the married spouse's claim;

- (h) if the Member reports to work at a location of the Member's Employer in Nova Scotia, the person who:

- (i) is married to the Member; or
- (ii) is married to the Member by a marriage that is voidable and has not been annulled by a declaration of nullity; or
- (iii) in good faith, has gone through a form of marriage with the Member that is void and who is cohabiting or, if they have ceased to cohabit, had cohabited with the Member within the 12-month period immediately preceding the date of determination; or
- (iv) has, together with the Member, filed a valid domestic partner declaration under the *Vital Statistics Act* (Nova Scotia); or
- (v) is cohabiting with the Member in a conjugal relationship and on the date of determination had cohabited with the Member in that relationship for a period of at least three years if either person is married, or one year if neither person is married,

Notwithstanding the above, a person shall not qualify as a “Spouse” if the person is living separate and apart from the Member on the date of determination, and there is no reasonable prospect of the resumption of cohabitation, and:

- 1. the terms of a written agreement respecting the division of the Member’s pension benefit disentitle or do not expressly or impliedly entitle the spouse of the Member to receive an amount of the Member’s pension benefit; or
  - 2. the terms of a court order disentitle or do not expressly or impliedly entitle the spouse of the Member to receive an amount of the Member’s pension benefit;
- (i) if the Member reports to work at a location of the Member’s Employer in Newfoundland and Labrador, the person who:
- (i) is married to the Member; or
  - (ii) is married to the Member by a marriage that is voidable and has not been voided by a declaration of nullity; or

- (iii) has gone through a form of marriage with the Member, in good faith, that is void and who is cohabiting with the Member or, if they have ceased to cohabit, has cohabited with the Member within the year immediately preceding the date of determination; or
- (iv) in relation to a Member who has a Spouse within the meaning of paragraph (i), (ii) or (iii), is not the Spouse of the Member within the meaning of paragraph (i), (ii) or (iii) and who has cohabited continuously with the Member in a conjugal relationship for not less than three (3) years, and is cohabiting or has cohabited with the Member within the preceding year; or
- (v) in relation to a Member who does not have a Spouse within the meaning of paragraph (i), (ii) or (iii), has cohabited continuously with the Member in a conjugal relationship for not less than one (1) year, and is cohabiting or has cohabited with the Member within the preceding year;

Notwithstanding the above, if there is a person described under paragraph (i), (ii) or (iii), and a person described under paragraph (iv), “Spouse” means the person described under paragraph (iv).

- (j) if the Member reports to work at a location of the Member’s Employer in Prince Edward Island, the person who:
  - (i) is married to the Member; or
  - (ii) has entered into a marriage with the Member that is voidable or void; or
  - (iii) is not married to the Member but has cohabited in a conjugal relationship with the Member continuously for a period of at least three (3) years; or
  - (iv) is not married to the Member but is cohabiting with the Member in a conjugal relationship, and together they are the natural or adoptive parents of a child as defined in the *Family Law Act* (Prince Edward Island);
- (k) if the Member works in Nunavut, the Yukon Territory or the Northwest Territories, the person who:

- (i) is married to the Member or is party to a void marriage with the Member;  
or
- (ii) is cohabiting with the Member in a conjugal relationship at the date of determination, having so cohabited for a period of at least one (1) year.

Notwithstanding the above, if there is a person described under paragraph (i) and a person described under paragraph (ii), “Spouse” means the person described under paragraph (ii);

and provided that not more than one (1) person will be a Spouse hereunder in respect of a Member, and in the event there is more than one (1) person having claims to be such, the Administrator will make the determination as to which person is the Member’s Spouse in accordance with Applicable Pension Laws on the basis of evidence available to it which it considers sufficient for the purpose of such determination.

Except where Section 2.35(k) applies, where a Member is not required to report for work at an establishment of the Member’s Employer, the Member shall be deemed to report to work in the province in which the establishment of the Member’s Employer from which the Member’s remuneration is paid is located.

Benefits payable on marriage breakdown will be determined in accordance with Section 16.03.

**2.36 “The Church”** means The United Church of Canada. Where action on the part of The Church is required under the terms of the Plan, such action will be taken by the General Council, the Executive of the General Council or its delegate.

**2.37 “Total and Permanent Disability” and “Totally and Permanently Disabled”** mean such degree of physical or mental incapacity as prevents a Member from engaging in any employment for which the Member is reasonably suited by virtue of education, training or experience and that can reasonably be expected to last for the remainder of the Member’s lifetime, as attested to by a medical certificate from a duly licensed medical doctor where such certificate is satisfactory to the Administrator.

**2.38 “Voluntary Contributions”** means contributions made by a Member to the Fund in addition to those required under Article 6.

- 2.39** “**YMPE**” means the Year’s Maximum Pensionable Earnings established each year under the Canada Pension Plan or the Year’s Maximum Earnings established each year under the Quebec Pension Plan, both as amended from time to time.

***ARTICLE 3***  
***MANAGEMENT OF THE FUND***

**3.01 Custody of the Fund**

The Fund will be held by the Funding Agent in accordance with the terms of the Funding Agreement.

**3.02 Investment of the Fund**

The Administrator will invest the Fund in accordance with Applicable Pension Laws, the Income Tax Act and any investment policy statement established with respect to the Plan.

**3.03 Expenses**

- (a) Subject to Section 3.03(b) and Section 16.03, all normal and reasonable fees and expenses, both internal and external, incurred in the administration of the Plan or investment of the Fund will be paid from the Fund. Without limiting the generality of the foregoing but subject to Section 3.03(b), such amounts will include normal and reasonable fees and expenses relating to merger, spin-off and wind-up of the Plan and premiums and deductibles in respect of fiduciary liability insurance.

Where the Administrator or The Church has made payments on account of such expenses, the Administrator or The Church, as applicable, will be entitled to reimbursement from the Fund.

- (b) Subject to Applicable Pension Laws, where an Employer elects to withdraw from participation in the Plan, the withdrawing Employer shall pay all costs and expenses associated with its withdrawal. Notwithstanding the foregoing, the Administrator may, in its sole discretion, determine that all or a portion of the costs and expenses relating to the Employer's withdrawal shall be paid from the portion of the Fund relating to the withdrawing Employer and Members who are its current or former Employees (provided that all benefits payable to such Members and other persons affected by the withdrawal are paid in full) and/or from the Fund generally.

Where the Administrator or The Church has made payments on account of costs and expenses associated an Employer's withdrawal from participation in the Plan, the Administrator or The Church, as applicable, will be entitled to reimbursement from the Fund (including the portion of the Fund relating to the withdrawing Employer



and Members who are its current or former Employees), as determined by the Administrator in its sole discretion.

### **3.04 Payment of Benefits from the Fund**

- (a) Subject to the Administrator's right to purchase annuities in accordance with Section 3.04(b), a Member's right to transfer the Commuted Value of the Member's pension in accordance with Article 12 and a Spouse's right to transfer benefits in accordance with Article 13, all Plan obligations are to be paid from the Fund.
- (b) In satisfaction of benefits payable under the Plan, the Administrator reserves the right to purchase from a life insurance company licensed to do annuity business in Canada, an annuity in the amount and form of any pension described herein. Such annuity will be in accordance with the terms of the Plan, Applicable Pension Laws, the Income Tax Act and any election made or deemed to be made by the Member or other person entitled to the payment. Delivery of the annuity contract by the Administrator to the person entitled to the payment will constitute a complete discharge of all Plan obligations to the extent permissible under Applicable Pension Laws.

### **3.05 Claims on the Fund**

No Member or any person claiming through the Member, by virtue of any terms of the Plan, will have any right to, or any interest in, any part of the Fund except to the extent provided from time to time under the Plan and a Funding Agreement, and any Member or other person having any claim through the Member will have recourse solely to the Fund for payment of any benefits hereunder.

**ARTICLE 4**  
**PARTICIPATION OF EMPLOYEES**

**4.01 Ministry Personnel**

Ministry Personnel must join the Plan on the person's effective date of Employment, unless such person is part of an Exempt Class.

**4.02 Lay Employees**

A Lay Employee must join the Plan on the first day of the fourth calendar month coincident with or next following the Lay Employee's effective date of Employment.

Effective January 1, 1989, Lay Employees were given the option to join the Plan on a voluntary basis. Such a Lay Employee who has not previously elected to join the Plan may do so on the first day of any month following notification to the Administrator.

Notwithstanding anything else contained in this Article 4, the Administrator reserves the right, in its sole discretion, subject to Applicable Pension Laws and human rights legislation, to waive the waiting period for a specific Lay Employee or group of Lay Employees. A Lay Employee whose waiting period has been waived by the Administrator must join the Plan on the Lay Employee's effective date of Employment.

**4.03 Re-employment**

(a) Before Pension Commencement

If a Member who previously terminated Continuous Service before commencing the Member's pension from the Plan and who has not subsequently commenced receipt of the Member's pension under the Plan returns to Continuous Service, such Member must join the Plan in accordance with Section 4.01 or 4.02, as applicable.

At such Member's subsequent termination or retirement from Continuous Service or death, the Member (or Member's Spouse or Beneficiary, as applicable) will be entitled to a pension equal to:

- (i) the pension calculated in accordance with the terms of Articles 9, 12 or 13, as applicable, based on Credited Service and Adjusted Pensionable

Earnings accrued to the Member's prior termination of Continuous Service, as determined at such prior termination of Continuous Service; plus

- (ii) the pension calculated in accordance with the terms of Articles 9, 12 or 13, as applicable, based on Credited Service and Adjusted Pensionable Earnings accrued from the Member's most recent date of Employment.

For a Member who received a refund from, or transferred the Commuted Value of the Member's pension out of, the Fund on the Member's earlier termination of Continuous Service, the amount determined in accordance with Section 4.03(a)(i) will be zero.

(b) After Pension Commencement

If a Member who is in receipt of a retirement pension from the Plan returns to Continuous Service, such Member will elect, at the time of the Member's return to Continuous Service, either (i) or (ii) as follows:

- (i) to continue to receive the Member's pension and not accrue additional Credited Service; or
- (ii) to cease receiving the Member's pension and rejoin the Plan in accordance with Section 4.01 or 4.02, as applicable. Such Member will contribute to the Plan in accordance with Article 6 and will accrue additional pension.

Upon such Member's subsequent retirement or death, the Member's pension will be re-determined on the basis of the Credited Service accrued to the date of subsequent retirement, any applicable early retirement reduction formula in effect at the Member's date of subsequent retirement or death, (which reduction formula will be applied to all years of Credited Service, including Credited Service accumulated during the earlier periods of Continuous Service), and will be further adjusted, as determined by the Actuary, to recognize the benefits paid during the period of the earlier retirement.

(c) Re-employment After Age 71

No Employee or Member may join the Plan if the person returns to Continuous Service on or after the person's 71<sup>st</sup> birthday (or such other maximum age of pension commencement in accordance with the Income Tax Act).

**4.04 Withdrawal of Employer**

- (a) Subject to Section 4.04(b), a Member employed by an Employer whose application for withdrawal from participation has been accepted by the Administrator will be considered to no longer be in Continuous Service on the effective date of the Employer's withdrawal from participation even though the person's employment is continuing, and the terms of Articles 9 or 12, as applicable, will apply.
- (b) Notwithstanding Section 4.04(a), where, on the effective date of an Employer's withdrawal from participation, a Member employed by that Employer is on a Disability Leave, the Continuous Service of that Member shall be deemed to continue until the earliest of the date on which the Member recovers, terminates employment with the Employer, dies, retires, ceases to qualify for benefits under The Church's short or long-term disability insurance plan, or attains the Member's Normal Retirement Date. Upon the occurrence of the earliest such event, the Member will be considered to no longer be in Continuous Service, and the terms of Articles 9 or 12, as applicable, will apply.

**4.05 No Discontinuance of Membership**

An Employee who becomes a Member will not cease to be a Member or cease to accrue benefits under the Plan, only because, in a given calendar year, the Member's Pensionable Earnings or hours of Employment fall below the levels which are required for an Employee to enrol in the Plan.

**ARTICLE 5**  
**AUTHORIZED LEAVES OF ABSENCE**

**5.01 Authorized Leaves of Absence**

On and after January 1, 2011, “Authorized Leaves of Absence” means approved leaves of absence attributable to:

- (a) a Disability (“Disability Leave”) not including a period during which the Member is receiving a disability pension from the Plan;
- (b) a pregnancy or parental leave required to be included in Credited Service by applicable legislation (“Parental Leave”) or other leave of absence required to be included in Credited Service by applicable legislation (“Protected Leave”); and
- (c) a study leave or leave in search of a call/appointment status, a special appointment by Regional Council or Regional Council Recognized Ministries and any other unpaid leave of absence authorized by The Church (“Miscellaneous Leave”).

**5.02 Contributions During Leaves of Absence**

(a) Disability Leave

A Member and the Member’s Employer are exempt from the requirement to make contributions to the Plan during a Disability Leave.

(b) Parental Leave or Protected Leave

A Member may elect to continue contributions under Section 6.01 during a Parental Leave or Protected Leave for the portion of that Leave prescribed under the relevant legislation. If the Member elects to continue contributions, the Member’s Employer must continue to make contributions under Section 6.02 during that period.

(c) Miscellaneous Leave

A Member may elect to continue contributions during a Miscellaneous Leave. If the Member so elects, the Member must make contributions under both Sections 6.01 and 6.02, such contributions are to be structured as a buy-back of Credited Service in accordance with Section 16.10.

Where a Member elects to make contributions under Section 5.02(b) or 5.02(c), the Member must make such contributions by way of a lump sum or by instalments, as agreed to by the Administrator.

### **5.03 Credited Service During Leave of Absence**

Each year, or part thereof, during an Authorized Leave of Absence counts as a year, or part thereof, of Credited Service for the Member until:

- (a) for a Disability Leave, the earliest date on which the Member recovers, terminates Continuous Service, dies, retires or ceases to qualify for benefits under The Church's group short or long-term disability insurance plan;
- (b) for a Parental Leave or Protected Leave, the earliest of the date the Member discontinues contributions, the Member returns to active Continuous Service, dies, terminates Continuous Service or retires; and
- (c) for a Miscellaneous Leave, the earliest of the date the Member discontinues contributions, the expiry of the Leave, the date the Member returns to active Continuous Service, dies, terminates Continuous Service or retires,

subject to a maximum Credited Service accrual after January 1, 1991, for all Authorized Leaves of Absence (other than Authorized Leaves of Absence attributable to a Disability) of five (5) years plus one additional year in the case of each Parental Leave (for that portion of such leave starting immediately after the birth or adoption of a child of the Member and ending no later than 12 months after that date), further subject to an overall maximum of eight (8) years of Credited Service.

### **5.04 Earnings During Leaves of Absence**

For the purpose of Sections 5.02 and 5.03: the Member's Pensionable Earnings are deemed to be:

- (a) for a Disability Leave, the annual rate of the Member's Pensionable Earnings immediately before the commencement of Leave, provided that the Administrator may in its discretion increase a Member's Pensionable Earnings by a percentage equal to any increase in the benefits payable under The Church's group long-term disability insurance plan during the relevant Plan Year, subject to a maximum annual increase of 3%;

- (b) for a Parental Leave or Protected Leave the rate of Pensionable Earnings prescribed by the relevant legislation or, if the legislation is silent, the annual rate of the Member's Pensionable Earnings immediately before the commencement of the Leave of Absence; and
- (c) for a Miscellaneous Leave, the annual rate of the Member's Pensionable Earnings immediately before the commencement of Leave, provided that the Administrator may in its discretion increase a Member's Pensionable Earnings by a percentage equal to an increase to the Church's Minimum Salary Schedule.

#### **5.05 Leave Ending Before Normal Retirement Date**

If the Member's Authorized Leave of Absence ends before Normal Retirement Date and:

- (a) if the Member returns to active Continuous Service, the Member's pension will be calculated based on the terms of the Plan, as modified by this Article in effect on the date of the Member's subsequent termination of Continuous Service, death or retirement; or
- (b) if the Member does not return to active Continuous Service and terminates Continuous Service, retires or dies, as applicable, as of the date that the Leave ends, the Member will be eligible for a benefit payable based on the terms of the Plan, as modified by this Article, in effect on that date.

#### **5.06 Leave Continuing Until Normal Retirement Date**

If a Member's Disability Leave continues until the Member's Normal Retirement Date, the Member will be deemed to retire on that date, and the Member's pension will be calculated based on the terms of the Plan, as modified by this Article in effect on that date.

**ARTICLE 6**  
**MEMBER AND EMPLOYER CONTRIBUTIONS**

**6.01 Member Contributions**

- (a) Subject to Article 5 and Section 6.03, an Employee who is a Member will make contributions to the Plan each Plan Year, by payroll deduction, equal to six percent (6%) of the Member's Pensionable Earnings for Plan Year 2013 and onwards.

For reference purposes only, historical Member contribution rates are set out in Schedule D.

- (b) On and after January 1, 1995, Members are no longer permitted to make voluntary contributions to the Plan.

**6.02 Employer Contributions**

- (a) Normal Contributions for a Member

Subject to Section 4.04, Article 5, Section 6.03 and Section 14.04, an Employer will make contributions to the Plan, for each Plan Year in respect of each Employee who is a Member, equal to nine percent (9%) of the Member's Pensionable Earnings for Plan Year 2013 and onwards.

For reference purposes only, historical Employer contribution rates are set out in Schedule D.

- (b) Additional Employer Contribution Obligation

Subject to Applicable Pension Laws and the Income Tax Act, Employers will also make such contributions to the Fund, if any are required under Applicable Pension Laws as the Administrator in its sole discretion may determine, in respect of:

- (i) any going concern unfunded liability;
- (ii) any solvency deficiency;



- (iii) the provision for adverse deviations in respect of the normal cost;
- (iv) any plan amendment that increases going concern liabilities; and
- (v) any reduced solvency deficiency under the Plan;

in the manner prescribed by Applicable Pension Laws, where the terms used in this Section 6.02(b) shall have the meanings ascribed to them under the *Pension Benefits Act* (Ontario) and its related regulations.

### **6.03 Tax Limitations**

#### **(a) Member Contributions**

In no event will the Member's required contributions in any Plan Year exceed the lesser of:

- (i) nine percent (9%) of the Member's Pensionable Earnings in that Plan Year; and
- (ii) the aggregate of one thousand dollars and seventy percent of the Member's pension credit for the year determined in accordance with the Income Tax Act.

#### **(b) Employer Contributions**

Notwithstanding the other terms of this Article 6, contributions will only be made to the extent they are permissible under the Income Tax Act and are based on the recommendation of the Actuary.

### **6.04 Overpayments and Ineligible Contributions**

Subject to Applicable Pension Laws and the Income Tax Act, the Administrator may return any contribution made in error to an Employer or Member, as applicable, out of the Fund. Further, the Administrator may refund any contributions at anytime to an Employer where such action is required to avoid the revocation of registration of the Plan under the Income Tax Act.

#### **6.05 Remittances to the Fund**

The Employer will remit to the Funding Agent for deposit in the Fund:

- (a) the Employer's contributions, if any, in respect of the normal cost of benefits in monthly instalments within 30 days following the month for which the contributions are payable;
- (b) the Employer's contributions, if any, in respect of special payments to amortize an unfunded actuarial liability or solvency deficiency in equal monthly instalments throughout the Plan Year; and
- (c) Member contributions within 30 days following the end of the month in which such sums are deducted from a Member's pay.

#### **6.06 Non-withdrawal of Contributions**

Subject to Section 6.04, a Member will not be permitted to withdraw any portion of the Member's contributions until the Member's termination of Continuous Service.

## ***ARTICLE 7***

### ***BENEFICIARY***

#### **7.01 Spouse Entitlement and Waivers**

(a) Death Prior to Pension Commencement

If a Member dies before the commencement of the Member's pension and is survived by a Spouse, such Spouse will be the beneficiary entitled to receive benefits payable under Article 13.

If the Member worked in or reported to work in Newfoundland and Labrador at the time of the Member's death, this entitlement cannot be waived. Otherwise, the Member and the Spouse, or the Spouse alone where permitted under Applicable Pension Laws, may waive the Spouse's entitlement to benefits payable under Article 13 by completing and delivering to the Administrator a declaration in a form acceptable to the Administrator.

(b) Death Following Pension Commencement

If a Member dies after having commenced the Member's pension, certain benefits may be payable in accordance with Article 10.

Where the Member has a Spouse, the Member and the Spouse, or the Spouse alone where permitted under Applicable Pension Laws, may waive the Spouse's entitlement to such benefits by completing and delivering to the Administrator a declaration in a form acceptable to the Administrator.

#### **7.02 Other Beneficiary**

Where a Member does not have a Spouse, or where the Spouse's entitlement has been waived in accordance with Section 7.01, the Member may appoint a beneficiary to receive any benefits payable under the Plan on the Member's death by completing and delivering to the Administrator a declaration in a form acceptable to the Administrator.

### **7.03 Spouse's Entitlement to Appoint Beneficiary**

A Spouse who is receiving a Spouse's pension under the Plan may appoint a beneficiary to receive any lump sum benefit payable on the death of said Spouse by completing and delivering to the Administrator a declaration in a form acceptable to the Administrator.

### **7.04 Payment to Estate**

In the event that no Spouse is entitled and no other beneficiary has been appointed under Section 7.02 for any death benefits payable under the Plan, or such beneficiary is deceased, any such benefit will be paid in a lump sum to the Member's estate.

In the event that no beneficiary has been appointed under Section 7.03 for any death benefits payable under the Plan on the Spouse's death, or such beneficiary is deceased, any such benefit payable will be paid in a lump sum to the Spouse's estate.

**ARTICLE 8**  
**RETIREMENT DATES**

**8.01 Normal Retirement Date**

The Normal Retirement Date of a Member is the first day of the month next following the attainment of age 65.

A Member may elect that pension payments commence on the Member's Normal Retirement Date and such benefits will be determined in accordance with Section 9.01.

**8.02 Early Retirement Date**

A Member who terminates Continuous Service may elect that pension payments commence on the first day of any month following the attainment of age 55 (or within 10 years of the date the Member was entitled to receive an unreduced pension) but prior to the Member's Normal Retirement Date. That date will be the Member's Early Retirement Date and such benefits will be determined in accordance with Section 9.02.

**8.03 Postponed Retirement Date**

If a Member remains in Continuous Service beyond the Member's Normal Retirement Date, such Member's pension will commence on the earliest of:

- (a) the first day of the month following the date the Member's Continuous Service ceases;
- (b) the first day of the month next following the date on which there is a change in the Member's Employment status and function, as determined by the Administrator; and
- (c) the first day of December in the year the Member attains age 71 or such other maximum age permitted under the Income Tax Act.

That date will be the Member's Postponed Retirement Date and such benefits will be determined in accordance with Section 9.04.

**ARTICLE 9**  
**RETIREMENT PENSIONS**

**9.01 Normal Retirement Pension**

Subject to Articles 10 and 11, the annual retirement pension, of a Member whose pension payments commence on the Member's Normal Retirement Date will be equal to:

- (a) 1.4% of the Member's total Adjusted Pensionable Earnings on and after January 1, 2024 on which the Member has made contributions (including such period where the Member's contributions have been waived); plus
- (b) 1.85% of the Member's total Adjusted Pensionable Earnings on and after January 1, 2023 and before January 1, 2024 on which the Member has made contributions (including such period where the Member's contributions have been waived); plus
- (c) 1.85% of the Member's total Adjusted Pensionable Earnings on and after January 1, 2022 and before January 1, 2023 on which the Member has made contributions (including such period where the Member's contributions have been waived); plus
- (d) 1.625% of the Member's total Adjusted Pensionable Earnings on and after January 1, 2021 and before January 1, 2022 on which the Member has made contributions (including such period where the Member's contributions have been waived); plus
- (e) 1.85% of the Member's total Adjusted Pensionable Earnings on and after January 1, 2020 and before January 1, 2021 on which the Member has made contributions (including such period where the Member's contributions have been waived); plus
- (f) 1.4% of the Member's total Adjusted Pensionable Earnings on and after January 1, 2013 and before January 1, 2020 on which the Member has made contributions (including such period where the Member's contributions have been waived); plus
- (g) 1.7% of the Member's total Adjusted Pensionable Earnings on and after January 1, 1994 and before January 1, 2013 on which the Member has made contributions (including such period where the Member's contributions have been waived); plus

- (h) 2.1% of the Member's total Adjusted Pensionable Earnings on and after January 1, 1966 and before January 1, 1994 on which the Member has made contributions (including such period where the Member's contributions have been waived); plus
- (i) 2.5% of the Member's total Adjusted Pensionable Earnings before January 1, 1966 on which the Member has made contributions (including such period where the Member's contributions have been waived).

The retirement pension of a Member who continues in Continuous Service after the Member's Normal Retirement Date will not commence on that date unless such continuing Employment involves, in the opinion of the Administrator, a genuine change in the Member's Employment status and function.

## **9.02 Early Retirement Pension**

Subject to Section 9.03 and Articles 10 and 11, the annual retirement pension of a Member whose pension payments commence on the Member's Early Retirement Date will be equal to the annual pension determined as of that date in accordance with Section 9.01 reduced by 4/12ths of 1% for each full month by which the Early Retirement Date precedes the Member's Normal Retirement Date. The resulting pension amount will not be less than the Actuarial Equivalent of the pension under Section 9.01, but in no event will exceed the maximum amount permissible under the Income Tax Act.

## **9.03 Modification of Reduction**

Provided a Member remains in Continuous Service to or beyond age 55, the number of months used to calculate the reduction specified in Section 9.02:

- (a) will be zero if, as of the Member's Early Retirement Date, the Member has either:
  - (i) attained age 60 and completed 35 years of Credited Service; or
  - (ii) completed 40 years of Credited Service, if the Member became a Member prior to 1988; or
- (b) in other circumstances, will not exceed the number of full months between the Member's Early Retirement Date and the first day of the month coincident with or next following the date on which the Member would have both attained age 60

and completed 35 years of Credited Service had the Member's contributions and accrual of Credited Service continued.

#### **9.04 Postponed Retirement Pension**

Subject to Articles 10 and 11, a Member whose pension payments commence on the Member's Postponed Retirement Date will receive an annual pension calculated as follows:

- (a) the Actuarial Equivalent at that Postponed Retirement Date of the pension accrued to the Member for Credited Service prior to Normal Retirement Date in accordance with Section 9.01; plus
- (b) the additional pension accrued during the Member's Credited Service after the Member's Normal Retirement Date in accordance with Section 9.01.

#### **9.05 Voluntary Contributions**

In addition to any other retirement benefits payable under this Article 9, the Member is entitled to receive any Voluntary Contributions credited to the Member's account, plus Interest. Subject to Section 9.09, the Member may elect any of the options described in Section 12.04.

#### **9.06 Excess Contributions**

In addition to any other retirement benefits payable under this Article 9, the Member will be entitled to excess contributions, if any, determined as (a) minus (b):

- (a) the Member's required contributions under Section 6.01, plus Interest, minus
- (b) 50% of the Commuted Value of the Member's pension.

Subject to Section 9.09, the Member may elect any of the options described in Section 12.04.

If a Member is entitled to the benefits under this Section 9.06, the Member's total pension will be equal to the greater of:

- (c) the pension determined in accordance with the other terms of the Plan (other than those terms relating to Excess Contributions) applicable as at the date of cessation



of Continuous Service increased by an amount of pension, as determined by the Actuary, in respect of the Member's Excess Contributions; and

- (d) the pension determined in accordance with the terms of the Plan applicable as at January 1, 2003 exclusive of any benefits with respect to the Member's Excess Contributions.

Further, if the Member elected to receive a refund of any portion of the Excess Contributions, the benefits determined above will be reduced by an amount of pension, as determined by the Actuary, in respect of such a refund.

#### **9.07 Pension Increases and Updates**

Subject to Section 12.07, the pension benefit payable to a Member will be increased pursuant to pension increases and pension updates approved by the Administrator from time to time in accordance with Schedule C. For clarification purposes, "pension increases" refers to increments resulting from the percentage increases approved for pensioners, Members who terminated Continuous Service or retired before the effective date of the pension increase and other beneficiaries (for pension increases granted prior to January 1, 2020, eligibility was limited to pensioners, Members who terminated Continuous Service or retired more than two (2) years before the effective date of the pension increase and other beneficiaries). "Pension updates" refers to increases resulting from the changes in the pension formula (or Pensionable Earnings) approved for Members who remained in Continuous Service on the effective date of the pension update (for pension updates granted prior to January 1, 2020, eligibility extended to active members and Members who terminated Continuous Service or retired less than two (2) years before the effective date of the pension increase)."

#### **9.08 Phased Retirement**

- (a) Reduced Working Hours before Normal Retirement Date

A Member who works in or reports to work in Quebec, and who has attained age 55 but not the Member's Normal Retirement Date, may agree to reduce the Member's working time and remuneration with the Member's Employer and elect to receive a lump sum amount from the Plan during each year covered by such agreement. That lump sum amount will be equal to the least of (i), (ii) or (iii) as follows:

- (i) 70% of the reduction in annual remuneration due to reduction in working time;
- (ii) 40% of 1/12<sup>th</sup> of the YMPE for each month covered by the agreement during the year; and
- (iii) the Commuted Value of the Member's pension entitlement as at the date of such payment.

Such a Member will continue to make required contributions under Section 6.01 during such Credited Service with respect to such reduced working hours.

The member may not make such an election more than once in any 12-month period except with the approval of the Administrator.

(b) Reduced Working Hours After Normal Retirement Date

A Member who works in or reports to work in Quebec after Normal Retirement Date, and whose working time and remuneration are reduced by agreement with the Member's Employer, may elect to receive a part or the whole of the normal retirement pension, but limited to the amount necessary to offset any reduction in earnings while continuing in Continuous Service.

Such Member will continue to make the required contributions with respect to the Credited Service during such period. The Member may not make such an election more than once in any 12-month period except with the approval of the Administrator.

(c) Lump Sums After Termination

A Member who worked in or reported to work in Quebec, and who has terminated Continuous Service after age 55 but before Normal Retirement Date (or the Spouse of such Member who is entitled to a part of such Member's pension by reason of marriage breakdown) and who had left the value of the pension in the Plan, is entitled to partially replace the Member's pension entitlements in a lump sum (or a series of lump sums) before pension payments begin.

The amount of the lump sum payment will be fixed by the Member (or Spouse, as applicable) subject to the limitations and conditions set out under the Applicable

Pension Laws. This temporary bridge benefit will not exceed the maximum bridge benefit permitted in such circumstances under the Income Tax Act.

A Member (or Spouse, as applicable) may not elect to receive such a payment more frequently than once each year.

(d) Reductions

Such a Member's lifetime pension will be reduced by an amount which is the Actuarial Equivalent to any amounts paid pursuant to this Section 9.08.

**9.09 Portability Options with Respect to Member's Accrued Pension**

With respect to retirements prior to January 1, 2011, where a Member has attained the age at which a pension may commence, the Member may elect, in lieu of receiving the Member's pension accrued under this Article 9, to transfer the Commuted Value of the pension in accordance with Section 12.05, provided that the Member must also transfer all of the Member's Voluntary Contributions and Excess Contributions in the same manner.

Effective January 1, 2011, if a Member terminates Continuous Service and, at such date, the Member has attained the age at which a pension may commence, the Member is no longer entitled to transfer the Commuted Value of such pension out of the Plan in accordance with Section 12.05. Notwithstanding the foregoing, the Member can transfer the Member's Voluntary Contributions and Excess Contributions in accordance with these terms.

## ***ARTICLE 10***

### ***NORMAL FORM OF PENSION***

#### **10.01 Normal Form Without a Spouse**

The normal form of pension payable to a Member who does not have a Spouse at the date of pension commencement is a pension payable for the Member's lifetime, guaranteed for 15 years. The annual pension determined in accordance with Article 9 will be payable to the Member, in equal monthly instalments, for the Member's lifetime. If the Member dies prior to receiving 180 monthly instalments, the remainder of those 180 instalments will be paid as a Commuted Value to the Member's Beneficiary or estate in accordance with Article 7.

#### **10.02 Normal Form With Spouse**

The normal form of pension payable to a Member who has a Spouse at the date of pension commencement is a pension, guaranteed for five (5) years. The annual pension determined in accordance with Article 9 will be payable to the Member, in equal monthly instalments, for the Member's lifetime. If the Member predeceases the Spouse prior to the receipt of 60 monthly instalments, the Spouse will receive 100% of the amount the Member was receiving until the number of instalments paid to the Member and the Spouse combined totals 60. Thereafter, the Spouse will receive 66 2/3% of the amount the Member was receiving for the Spouse's lifetime. If both the Member and the Spouse die before receiving the 60 monthly instalments, the remainder of those 60 instalments will be paid as a Commuted Value to the Beneficiary (or estate) of the Member or the Member's Spouse, whoever dies last, in accordance with Article 7.

#### **10.03 Election of Optional Form**

- (a) In lieu of the normal form of pension described in Section 10.01 or Section 10.02, a Member may elect to receive a pension payable in an optional form described under Section 10.04.
- (b) Any election under Section 10.03(a) must be filed in writing with the Administrator before pension payments commence. If the Member has a Spouse on the date the Member's pension commences, such Member and the Member's Spouse, where required by Applicable Pension Laws, must also sign a waiver in accordance with Section 7.01.

#### **10.04 Optional Forms**

Subject to Section 10.03, a Member may elect one (1) of the following optional forms of pension, provided that the optional form described in Section 10.04(d) shall only be available to a Member who retires on the Member's Early Retirement Date and such date is on or after January 1, 2011 and before January 1, 2016.

(a) 100% Joint and Last Survivor- With a 5-Year Guarantee

Under this joint and last survivor option, an adjusted monthly pension is payable as long as one (1) or both of the Member and Spouse lives. If both the Member and the Member's Spouse die before a total of 60 monthly instalments have been made, the remainder of those 60 instalments will be paid as a Commuted Value to the Beneficiary or estate of the Member or Spouse, as applicable, (whoever dies last) in accordance with Article 7.

(b) Joint and 66 2/3% Survivor- With a 10-Year Guarantee

Under this option, an adjusted monthly pension is payable in the same manner as described in Section 10.02(a) except that payments are guaranteed for 120 monthly installments.

(c) Life With a 15-Year Guarantee (Optional for Member with Spouse)

If the Member has a Spouse on the date the Member's pension commences, the Member may elect to receive a monthly pension payable as set out in Section 10.01 provided that, where required by Applicable Pension Laws, the Member and the Member's Spouse must sign a waiver in accordance with Section 7.01 in order to elect this form of pension.

(d) Integrated Optional Form

Under this integrated option, if a Member retires on the Member's Early Retirement Date and such date is on or after January 1, 2011 and before January 1, 2016, then the pension payable under Section 10.01 or 10.02, as applicable, will be reduced, but such reduced pension shall be supplemented by a temporary pension that ceases on the earlier of the Member's death and the Member's Normal Retirement Date.

Under this integrated option, the Member will receive an increased monthly pension until the Member's Normal Retirement Date and a reduced pension on

and after the Member's Normal Retirement Date. The decrease in the monthly integrated pension payable at the Member's Normal Retirement Date is determined to be equal to the Old Age Security pension, as estimated by the Administrator at the time the Member retires.

In no event will the reduced monthly pension payable on and after the Member's Normal Retirement Date be less than 50% of the monthly pension that the Member would have received in accordance with Section 10.01 or 10.02, as applicable. If necessary, the estimated Old Age Security pension used to determine the integrated pension will be reduced to ensure that the 50% requirement is satisfied.

If the Member retires prior to January 1, 2011 under this integrated option, the Member's pension and any related conditions will be determined in accordance with the terms of the Plan in effect at such Member's retirement.

If the Member did not have a Spouse at the date of pension commencement, and if the Member dies prior to receiving 180 monthly instalments, the Commuted Value of the monthly pension to which the Member was entitled, prior to modification under this Section 10.04(d), payable for the remainder of those 180 months, will be paid to the Member's Beneficiary or estate in accordance with Article 7.

If the Member had a Spouse at the date of pension commencement, and if the Member dies prior to receiving 60 monthly instalments, 100% of the monthly amount of the pension to which the Member was entitled, prior to modification under this Section 10.04(d), will continue to be paid to the Spouse until the number of monthly instalments paid to the Member and the Spouse totals 60. If both the Member and the Spouse die before a total of 60 monthly instalments have been paid, the Commuted Value of the remainder of those 60 instalments will be paid to the Beneficiary or the estate of the Member or Spouse, as applicable (whoever dies last), in accordance with Article 7. The monthly benefit payable to the Spouse of a deceased Member for the period following the initial 60 monthly instalments shall be equal to  $66 \frac{2}{3}\%$  of the monthly amount of the pension to which the Member was entitled prior to modification under this Section 10.04(d) and shall be paid for the remainder of the Spouse's lifetime.

#### **10.05 Death Before Pension Commencement**

If a Member who is entitled to receive a pension under Sections 10.01, 10.02 or who has elected to receive a pension under Section 10.04 dies before pension commencement, that election will be null and void and any benefits payable to that Member's survivors will be determined under Article 13.

#### **10.06 No Spouse**

If, on the retirement date of any Member who has elected to receive an optional pension under Section 10.04(a) or (b), such Member does not have a Spouse, the Member's pension will be paid in accordance with the normal form described under Section 10.01.

#### **10.07 Amount of Post Retirement Death Benefit – Dependent Child**

##### **(a) With an Eligible Surviving Spouse**

If a Member dies after pension payments commence and has a surviving Spouse who has not waived the Spouse's entitlement in accordance with Section 7.01, each Dependent Child will receive:

- (i) in the case of a Dependent Child under age 18 at the Member's death, 50% of the pension which would be payable to the Spouse of the deceased Member if the Spouse was entitled to a Spouse's pension, subject to a maximum of \$2,409.74 per annum, payable in equal monthly instalments. For clarification, should the Dependent Child attain age 18 following the Member's death, such child will continue to receive the benefit determined under this paragraph (i) (and not (ii)) but only if such child continues to satisfy the terms of Section 2.12(b); and
- (ii) in the case of a Dependent Child who has attained age 18 at the Member's death but has not attained age 25 at the Member's death, 64% of the pension which would be payable to the Spouse of the deceased Member if the Spouse was entitled to a Spouse's pension, subject to a maximum of \$3,084.13 per annum, payable in equal monthly instalments.

Notwithstanding the foregoing, if the Member's Spouse is in receipt of a pension equal to 100% of the pension the Member had been receiving immediately prior to death, then the Dependent Child's pension will not commence until the

Spouse's pension reduces at the end of the 5-year or 10-year guarantee period, as applicable.

(b) Without an Eligible Surviving Spouse

If a Member dies after pension payments commence and has one (1) or more surviving Dependent Children but no Spouse (or, having a Spouse, the Spouse has waived the Spouse's entitlement in accordance with Section 7.01 or dies while any surviving Dependent Child is entitled to payment of a benefit), the Dependent Child will receive an amount which is:

- (i) in the case of a Dependent Child under age 18 at the Member's death, 100% of the pension which would be payable to the Spouse of the deceased Member if the Spouse was entitled to a Spouse's pension, subject to a maximum of \$4,819.61 per annum, payable in equal monthly instalments. For clarification, should the Dependent Child attain age 18 following the Member's death, such child will continue to receive the benefit determined under this paragraph (i) (and not (ii)) but only if such child continues to satisfy the terms of Section 2.12(b); and
- (ii) in the case of a Dependent Child who has attained age 18 at the Member's death but has not attained age 25 at the Member's death, 128% of the pension which would be payable to the Spouse of the deceased Member if the Spouse was entitled to a Spouse's pension, subject to a maximum of \$6,168.65 per annum, payable in equal monthly instalments.

Notwithstanding the foregoing, if the Member's Spouse is in receipt of a pension equal to 100% of the pension the Member had been receiving immediately prior to death, then the Dependent Child's pension will not commence until the Spouse's pension reduces at the end of the 5-year or 10-year guarantee period, as applicable.



***ARTICLE 11***  
***MAXIMUM PENSIONS***

**11.01 Maximum Pension Benefit**

Notwithstanding any other terms of this Plan to the contrary:

(a) Pre-1992 Service

the annual pension payable at Normal Retirement Date to a Member in respect of Credited Service before 1992, including pensions payable under any other registered pension plan sponsored by the Employer and any pension payable to a Member's Spouse or former Spouse under Section 16.03, at retirement, termination of Continuous Service or termination of the Plan, will not exceed the Member's years of Credited Service before January 1, 1992 multiplied by the lesser of (i) and (ii) as follows:

- (i) the defined benefit limit under the Income Tax Act for the year of pension commencement; and
- (ii) two percent (2%) of the average of the Member's best three (3) consecutive years' remuneration from the Employer; and

(b) Post-1991 Service

the annual pension payable at Normal Retirement Date to a Member in respect of each year of Credited Service after 1991, including any pension payable to a Member's Spouse or former Spouse under Section 16.03, at retirement, termination of Continuous Service or termination of the Plan, will not exceed the lesser of (i) and (ii) as follows:

- (i) the defined benefit limit under the Income Tax Act for the year of pension commencement; and
- (ii) two percent (2%) of the Member's highest average indexed compensation in any three (3) non-overlapping periods of 12 consecutive months.

For the purposes of this Section 11.01, a Member will not be credited with more than 35 years of Credited Service for service prior to 1992 and the terms “defined benefit limit” and

“highest average indexed compensation” will have the meanings ascribed to them under the Income Tax Act.

If the Member retires early, the annual pension payable under the Plan will not exceed the maximum pension described in Sections 11.01(a) and (b), as reduced by the minimum early retirement reduction percentages required under the Income Tax Act.

#### **11.02 Exemption from Maximum Provisions**

Section 11.01 will not apply to:

- (a) benefits derived from a Member’s Voluntary Contributions;
- (b) benefits derived from a Member’s Excess Contributions;
- (c) any portion of an increase in retirement income on postponed retirement under Section 9.04 which is for the sole purpose of compensating the Member for the deferral in payment of benefits, and
- (d) ad hoc adjustments to pensions under Section 9.07, at the discretion of the Administrator, not to exceed the cumulative percentage change in the Consumer Price Index after termination of Continuous Service.

#### **11.03 Maximum Transfer Value Rule**

If the Commuted Value of a Member's pension exceeds such maximum amount as the Income Tax Act may prescribe, any amount transferred in accordance with Article 12 will not exceed such prescribed maximum amount and the excess of the Commuted Value over the amount transferred will be paid to the Member in a lump sum taxable payment less applicable withholdings.

#### **11.04 Maximum Survivor Benefits**

Notwithstanding the other terms of this Article 11, the aggregate survivor pensions payable on the death of a Member will be reduced where necessary to ensure that the amount of survivor retirement benefits payable for each month does not exceed the maximum benefits permissible under the Income Tax Act.

#### **11.05 Pension Adjustments**

The pension adjustments of a Member will be determined in accordance with the relevant provisions of the Income Tax Act.

#### **11.06 Reduction of Benefits**

The Plan may be amended, at any time, by the Administrator to reduce the benefits provided under the Plan where such action is required to avoid the revocation of registration of the Plan under the Income Tax Act or Applicable Pension Laws.

## ***ARTICLE 12***

### ***TERMINATION BENEFITS***

#### **12.01 Termination Benefits**

If a Member ceases Continuous Service for any reason other than such Member's death or retirement, such Member is entitled to receive a deferred pension equal to the amount calculated in accordance with Section 9.01, commencing at the Member's Normal Retirement Date and payable in accordance with Article 10.

#### **12.02 Early Commencement**

A Member who is entitled to a pension in accordance with Section 12.01 may elect that pension payments commence on the first day of any month following or coincident with the attainment of the Member's Early Retirement Date but prior to the Member's Normal Retirement Date. Such pension will be reduced in accordance with the terms of Section 9.02 and will be payable in accordance with Article 10.

#### **12.03 Locked-in Status**

Effective for terminations of Continuous Service on and after January 1, 2011, and subject to Sections 12.05, 16.04 and 16.05, all Members' benefits are locked-in.

The locked-in status of benefits earned by a Member who terminated Continuous Service prior to January 1, 2011 will be determined in accordance with the terms of the Plan in effect at the date of such Member's termination of Continuous Service. Any transfers of such benefits which are not locked-in will also be governed by such terms.

#### **12.04 Voluntary Contributions and Excess Contributions**

- (a) In addition to a pension payable in accordance with Section 12.01 or 12.02, as applicable, the Member is entitled to any benefits under Sections 9.05 and 9.06, as applicable. Subject to Sections 12.05(b) and (c) and Applicable Pension Laws, such benefits will be payable in a lump sum unless the Member works in or reports to work in Quebec, Nunavut, the Yukon Territory or the Northwest Territories.

- (b) In lieu of a lump sum under Section 12.04(a) or a transfer under Section 12.05(b), the Member may elect to use any Voluntary Contributions, plus Interest, and Excess Contributions to increase the Member's pension payable from the Plan, as determined by the Actuary, but only if the Member also elects to commence or defer commencement of the Member's pension accrued in accordance with Articles 9 and 12.

## **12.05 Transfer Options**

### **(a) Transfer of Commuted Value**

Subject to Sections 9.09, 11.03 and 12.03 and Applicable Pension Laws and notwithstanding anything in other sections of this Article to the contrary, a Member who has not attained the Member's Early Retirement Date is entitled to a pension under this Article 12 and may elect to transfer the Commuted Value of such pension to:

- (i) another employer's registered pension plan, if permitted by that pension plan;
- (ii) a locked-in registered retirement savings plan (LRRSP), a locked-in retirement arrangement (LIRA), a life income fund (LIF) or other retirement savings vehicle as permitted under Applicable Pension Laws and the Income Tax Act; or
- (iii) an insurer licensed in Canada to purchase a life annuity,

provided, however, that the administrator of such plan, vehicle or annuity must agree in writing to administer such transferred pension credit as a deferred life annuity within the conditions of Applicable Pension Laws and the Income Tax Act.

### **(b) Voluntary Contributions and Excess Contributions**

If the Member has Voluntary Contributions and/or Excess Contributions, the Member may elect to transfer (and must transfer if the Member elected a transfer in accordance with Section 12.05(a)) such Voluntary Contributions, plus Interest, and/or Excess Contribution, to:

- (i) another employer's registered pension plan, if permitted by that pension plan;
- (ii) a registered retirement savings plan (RRSP), a registered retirement income fund (RRIF) or other retirement savings vehicle permitted under the Income Tax Act and Applicable Pension Laws; or
- (iii) an insurer licensed in Canada to purchase a life annuity.

This provision applies to all Voluntary Contributions, plus Interest, but only to those Excess Contributions accumulated on behalf of Members who work in or report to work in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Newfoundland and Labrador and Prince Edward Island.

If the Member works in or reports to work in Quebec, Nunavut, the Yukon Territory or the Northwest Territories, the Administrator may transfer the Member's Excess Contributions to:

- (iv) another employer's registered pension plan, if permitted by that pension plan;
- (v) a locked-in registered retirement savings plan (LRRSP), a locked-in retirement arrangement (LIRA), life income fund (LIF) or other retirement savings vehicle as permitted under Applicable Pension Laws and the Income Tax Act; or
- (vi) an insurer licensed in Canada to purchase a life annuity,

provided, however, that the administrator of such plan, vehicle or annuity must agree in writing to administer such transferred pension credit as a deferred life annuity within the conditions of Applicable Pension Laws and the Income Tax Act.

(c) Special Rules in Alberta

If the Member worked in or reported to work in Alberta and made an election under Section 12.05(a)(ii) or (iii), such Member may elect to receive as a lump sum payment or transfer to a non-locked-in registered retirement savings plan an

amount not more than 50% of the Commuted Value of such Member's accrued pension, provided:

- (i) the Member is at least age 50;
- (ii) the Member has not attained Normal Retirement Date; and
- (iii) the Member's Spouse, if any, agrees to waive the Spouse's right to benefits under the Plan.

(d) **Pension Legislation Transfer Rules**

The Administrator will not permit a transfer or purchase under this Section 12.05 unless the Administrator is satisfied that the transfer or purchase is in accordance with the Applicable Pension Laws and any restrictions in Applicable Pension Laws with regard to the solvency of the Plan have been met.

**12.06 Full Discharge**

The refund or transfer of any amounts under Sections 12.03 and 12.04 and the transfer of any amounts under Section 12.05 will serve as a full discharge of all obligations of the Plan, The Church, the Administrator and the Fund with respect to those Commuted Values, Voluntary Contributions and Excess Contributions, as applicable, transferred from the Fund, and the remaining benefits will be reduced accordingly.

**12.07 Pension Increases and Updates**

The Administrator may increase the pension benefit payable to a Member who is entitled to benefits under this Article 12 pursuant with pension increases and pension updates approved by the Administrator at its discretion from time to time in accordance with Schedule C.

For clarification purposes, "pension increases" refers to increments resulting from the percentage increases approved for pensioners, Members who terminated Continuous Service or retired before the effective date of the pension increase and other beneficiaries (for pension increases granted prior to January 1, 2020, eligibility was limited to pensioners, Members who terminated Continuous Service or retired more than two (2) years before the effective date of the pension increase and other beneficiaries). "Pension updates" refers to increases from the changes in the pension formula or Adjusted Pensionable Earnings for Members who remained in Continuous Service on the effective date of the pension update (for pension updates granted prior to January 1, 2020,

eligibility extended to active members and Members who terminated Continuous Service or retired less than two (2) years before the effective date of the pension increase).”

**12.08 Additional Benefits Paid to Quebec Members who cease Continuous Service prior to October 1, 2016**

If a Member who works in or reports to work in Quebec ceases Continuous Service prior to October 1, 2016, an additional benefit will be payable based on the Member’s Credited Service on or after January 1, 2001. The additional benefit will be determined on the basis of:

- (a) the Commuted Value of the deferred pension payable at Normal Retirement Date for such Credited Service determined in accordance with Article 9 and payable in the normal form of payment described in Article 10, indexed between the date such Member ceases Continuous Service and the date upon which the Member would have attained Early Retirement Date. The rate for such indexing is equal to 50% of the increase in the Consumer Price Index, as published by Statistics Canada, for that period. The rate will not be less than zero or greater than two percent (2%) per annum. The resulting Commuted Value will then be increased for any Excess Contributions determined in accordance with Section 9.06, assuming the Member had continued the Member’s required contributions until the date the Member attained Early Retirement Date; less
- (b) the Commuted Value of the deferred pension otherwise provided for under the Plan for such Credited Service on or after January 1, 2001 plus the Member’s Excess Contributions determined in accordance with Section 9.06.

The additional pension arising from this difference in Commuted Values, if any, will be determined by the Actuary in accordance with the Quebec Supplemental Pension Plans Act, and any regulations adopted pursuant thereto, and the Income Tax Act. The additional pension may not exceed the maximum amount that may be provided without resulting in a past service pension adjustment within the meaning of the Income Tax Act.



## ***ARTICLE 13***

### ***PRE-RETIREMENT DEATH BENEFITS***

#### **13.01 Amount of Death Benefit Payable to Beneficiary – No Spouse (or Spouse with Waiver)**

(a) If No Death Benefit is Payable to a Dependent Child

If a Member dies before pension payments commence and has no surviving Dependent Child or Spouse (or, having a Spouse, the Spouse has waived the Spouse's entitlement in accordance with Section 7.01), the Member's Beneficiary will receive a benefit equal to the Commuted Value of the Member's pension accrued at the date of death. If no Beneficiary exists on the date of the Member's death, the Commuted Value will be paid to the estate of the Member.

(b) If a Death Benefit is Payable to a Dependent Child

If a Member dies before pension payments commence and has one (1) or more surviving Dependent Children and no Spouse (or, having a Spouse, the Spouse has waived the Spouse's entitlement in accordance with Section 7.01), the Member's Beneficiary will receive a benefit, if any, equal to the Commuted Value of the Member's pension accrued at the date of death reduced by the Commuted Value of all benefits paid to the Member's Dependent Children in accordance with Section 13.03(a). If no Beneficiary exists on the date of the Member's death, the benefit, if any, will be paid to the estate of the Member.

#### **13.02 Amount of Death Benefit Payable to Spouse**

If a Member dies before pension payments commence and has a surviving Spouse who has not waived the Spouse's entitlement in accordance with Section 7.01, the surviving Spouse will receive a benefit equal to the Commuted Value of the Member's pension accrued at the date of death.

### **13.03 Amount of Death Benefit Payable to Dependent Child**

#### **(a) If No Death Benefit is Payable to Spouse**

If a Member dies before pension payments commence and has one (1) or more surviving Dependent Children but no Spouse (or, having a Spouse, the Spouse has waived the Spouse's entitlement in accordance with Section 7.01 or dies while any surviving Dependent Child is entitled to payment of a benefit), each Dependent Child will receive an amount that is:

- (i) in the case of a Dependent Child under age 18, 66.67% of the Member's pension accrued at the date of death, subject to a maximum of \$4,819.61 per annum, payable in equal monthly instalments. For greater certainty, when the Dependent Child attains age 18 following the Member's death, such child will begin to receive the benefit determined under paragraph 13.03(a)(ii) but only if and for so long as such Dependent Child continues to satisfy the requirements of Section 2.12(b); and
- (ii) in the case of a Dependent Child who has attained age 18 but has not attained age 25 and satisfies the requirements of Section 2.12(b), 66.67% of the Member's pension accrued at the date of death, subject to a maximum of \$6,168.65 per annum, payable in equal monthly instalments.

#### **(b) If a Death Benefit is Payable to Spouse**

If a Member dies before pension payments commence and a benefit is payable to a surviving Spouse pursuant to Section 13.02, no benefit is payable to a Dependent Child.

### **13.04 Voluntary Contributions and Excess Contributions**

In addition to any other benefits payable under this Article 13, the Member's Spouse, Beneficiary or estate, as applicable, is entitled to any benefits under Section 9.06 (Excess Contributions).

For greater certainty, if a Member does not have a Spouse (or, having a Spouse, the Spouse has waived the Spouse's entitlement in accordance with Section 7.01) and the Member's Dependent Child is designated as the Member's Beneficiary, then the Dependent Child is entitled to any benefits under Section 9.06 (Excess Contributions). Otherwise, in this circumstance any benefit entitlements under Section 9.06 (Excess

Contributions) are payable to the Member's Beneficiary or, if there is no Beneficiary, the Member's estate.

### **13.05 Payment Options – Beneficiary or Estate**

The benefit payable to a Beneficiary or the estate under Section 13.01 and Section 13.04, if applicable, will be paid in a lump sum.

### **13.06 Payment Options – Spouse**

The Spouse may elect to receive the benefit payable under Section 13.02 (and Section 13.04, if applicable) in one (1) of the following forms:

- (a) if on the date of the Member's death the Member worked in or reported to work in Saskatchewan, Ontario, Quebec, New Brunswick, Nova Scotia, Newfoundland and Labrador, or Prince Edward Island:
  - (i) as a pension in the amount determined by the Actuary, payable in equal monthly instalments for the lifetime of the Spouse;
  - (ii) as a lump sum;
  - (iii) as a transfer to another employer's registered pension plan if permitted by that plan;
  - (iv) as a transfer to a registered retirement savings plan (RRSP), a registered retirement income fund (RRIF) or other non-locked in plan permitted under the Income Tax Act and Applicable Pension Laws; or
  - (v) as a transfer to an insurer licensed in Canada to purchase a life annuity, provided, however, that the administrator of such plan, vehicle or annuity must agree in writing to administer such transferred pension credit in accordance with the conditions of Applicable Pension Laws and the Income Tax Act;
- (b) if, on the date of the Member's death, the Member worked in or reported to work in British Columbia, Alberta, Manitoba, Nunavut, the Yukon Territory or the Northwest Territories:
  - (i) as a pension in the amount determined by the Actuary, payable in equal monthly instalments for the lifetime of the Spouse;

- (ii) as a transfer to another employer's registered pension plan, if permitted by that plan;
- (iii) as a transfer to a locked-in registered retirement savings plan (LRRSP), a locked-in retirement arrangement (LIRA), life income fund (LIF), a locked-in registered income fund (LRIF) or other retirement savings vehicle permitted under Applicable Pension Laws and the Income Tax Act; or
- (iv) as a transfer to an insurer licensed in Canada to purchase a life annuity,

provided, however, that the administrator of such plan, vehicle or annuity agrees in writing to administer such transferred pension credit in accordance with the conditions of Applicable Pension Laws and the Income Tax Act; and

(c) Special Rules in Alberta

notwithstanding anything else in this Plan to the contrary, if the Spouse of a Member who worked in or reported to work in Alberta makes an election under Section 13.06(b)(iii) or (iv), such Spouse may elect to receive as a lump sum payment or transfer to a non-locked-in registered retirement savings plan an amount not more than 50% of the Commuted Value of the Spouse's pension, provided the Spouse is at least age 50.

**13.07 Payment Options – Dependent Child**

Notwithstanding anything to the contrary in this Article 13, any benefit payable to a Dependent Child under Article 13 is payable as follows:

- (a) the benefit payable to a Dependent Child under Section 13.03 is paid as a monthly pension, except where Section 13.07(b) applies;
- (b) the Commuted Value of the benefit payable to a Dependent Child under Section 13.03(a) is paid as a lump sum if a benefit is also payable to the Member's Beneficiary or estate under Section 13.01(b); and
- (c) any benefit payable under Section 13.04 to a Dependent Child who is a Beneficiary is paid as a lump sum.

### **13.08 Death After Pension Commencement**

If a Member dies after pension payments commence, any benefits payable under the Plan will be determined and payable in accordance with Article 10.

### **13.09 Minimum Benefit and Maximum Benefit**

Notwithstanding anything to the contrary in this Article 13:

- (a) the Member's Spouse or Beneficiary, as applicable, is entitled to the death benefit associated with the minimum benefit described under Section 9.06 (Excess Contributions);
- (b) the benefits payable in respect of a Member under Sections 13.01, 13.02 and 13.03, as applicable, shall not individually or in the aggregate, exceed the maximum amount permitted to be paid under the Income Tax Act; and
- (c) if more than one (1) Dependent Child is entitled to receive a benefit under Section 13.03, and the aggregate amount of such benefits would otherwise exceed the maximum amount permitted under the Income Tax Act,
  - (i) each Dependent Child's monthly benefit shall be reduced in proportion to the amount of the monthly benefit that the Dependent Child would have received under Section 13.03(a) if the aggregate amount payable upon the Member's death did not exceed the maximum amount permitted under the Income Tax Act; and
  - (ii) if a Dependent Child ceases to satisfy the requirements of Section 2.12, the monthly benefit payable to the remaining Dependent Children shall be increased to the amount payable to the Dependent Child under Section 13.03(a), if permitted, or by allocating to each Dependent Child a proportionate share of the additional benefits permitted to be paid in respect of the Member under the Income Tax Act, as determined by the Administrator in its sole discretion from time to time.

## ***ARTICLE 14***

### ***AMENDMENT AND TERMINATION OF THE PLAN***

#### **14.01 Right to Amend or Terminate the Plan**

The Administrator reserves the right to amend or discontinue the Plan, in whole or in part, which right also includes (but is not limited to) the right to:

- (a) split the Plan;
- (b) merge or consolidate the Plan with any other pension plan adopted by an Employer;
- (c) convert the Plan from a defined benefit arrangement to a money purchase arrangement (or vice versa); and
- (d) transfer any assets or liabilities of the Plan to any other pension plan adopted by an Employer,

subject to Applicable Pension Laws.

#### **14.02 Limitation on Amendment of the Plan**

Without limiting Section 11.06, subject to Applicable Pension Laws,

- (a) no amendment will operate to reduce the pension benefits which have accrued to any Member before 2003;
- (b) the Administrator may in its discretion make amendments to the Plan, which reduce in value or which affect prejudicially any right, option or benefit entitlement under the Plan after 2002 and before January 1, 2011 in the event that there are insufficient assets in the Fund to satisfy such benefit entitlements at the time of the amendment; and
- (c) the Administrator may in its discretion make amendments to the Plan, which reduce in value or which affect prejudicially any right, option or benefit entitlement accrued under the Plan on and after January 1, 2011. Without limiting the generality of the foregoing, the Administrator may in its discretion make amendments to the Plan which reduce or affect prejudicially any pension increase,

pension update or other benefit improvement made on or after January 1, 2011 in respect of Credited Service before or after January 1, 2011. For greater clarity, the Administrator's power to amend the Plan under this section 14.02(c) may be exercised irrespective of the funded status of the Plan at any time.

Where an amendment results in a certifiable "past service pension adjustment" (as defined under the Income Tax Act) in respect of a Member, the amendment will not apply to such Member prior to such certification.

#### **14.03 Termination of the Plan**

If the Plan is wound up:

- (a) the assets of the Fund will be allocated for provision of benefits in accordance with the terms of the Plan and Applicable Pension Laws as determined by the Administrator in consultation with the Actuary; and
- (b) Employers affected by the wind-up will be required to make further contributions to the Fund, as applicable, equal to the amounts due or that have accrued up to the date of the wind-up and which have not been paid into the Fund as required by the Plan and Applicable Pension Laws, plus the Employer's share of special payments towards any unfunded going concern liabilities and solvency deficiencies existing as at that date, as determined by the Administrator in consultation with the Actuary.

#### **14.04 Withdrawal, Wind-up or Bankruptcy of an Employer**

If an Employer withdraws from the Plan or is disbanded, amalgamated or becomes bankrupt ("Withdrawal Event"), irrespective of whether Applicable Pension Laws require a partial wind-up of the Plan, the Employer, or its successors and assignees or the liquidator or trustee in bankruptcy of the Employer, as applicable:

- (a) will be required to make further contributions to the Fund, as applicable, equal to the amounts due or that have accrued up to the date of the Withdrawal Event and which have not been paid into the Fund, plus the Employer's share of remaining scheduled payments under Section 6.02(b) existing as at that date, all as required by the Plan and in accordance with Applicable Pension Laws and the Income Tax Act; and

- (b) pay all costs and expenses associated with the Withdrawal Event that are payable under Section 3.03(b) of the Plan, if any,

in each case, as determined by the Administrator in consultation with the Actuary.

Subject to receipt from the applicable regulatory authorities of any approvals required under Applicable Pension Laws and the Income Tax Act, the Administrator will apply the portion of the Fund attributable to the withdrawing Employer to settle the benefits payable under the Plan to Members and other persons affected by the Withdrawal Event, as determined by the Administrator in consultation with the Actuary, in accordance with the terms of the Plan, Applicable Pension Laws and the elections made by each affected Member or other person. No liability will attach to the Administrator, in connection with such distribution unless such distribution is made in bad faith.

#### **14.05 Wind-up Surplus**

If, after provision for benefits payable to or in respect of Members and other persons entitled to a benefit under the Plan on the wind-up of the Plan and after provision for all Plan wind-up expenses, assets remain in the Fund such assets will be used to improve benefits to such Members and other persons affected by the wind-up up to the maximum benefits allowed by the Income Tax Act and, subject to Applicable Pension Laws, any remaining assets will be refunded to The Church or the affected Employer.



## ***ARTICLE 15***

### ***ADMINISTRATION OF THE PLAN***

#### **15.01 Plan Administrator**

The Administrator of the Plan is the Executive of General Council. The Executive of the General Council will be elected in accordance with its by-laws, as amended from time to time, provided that in any event at least one-half of the members of the Executive of the General Council will be Members of the Plan, and a majority of such Member representatives will be Canadian citizens or landed immigrants.

The Plan Administrator:

- (a) will be responsible for all matters relating to the administration of the Plan;
- (b) may delegate such matters as it deems appropriate to be performed by one (1) or more agents;
- (c) will decide conclusively all matters relating to the operation, interpretation and application of the Plan and the Fund, subject to any delegations under Section 15.01(b); and
- (d) may enact rules and regulations relating to the administration of the Plan to carry out the terms of this Plan and may amend such rules and regulations from time to time, subject to any delegations under Section 15.01(b). Such rules and regulations will not conflict with any terms of the Plan.

#### **15.02 Information to Members**

The Administrator will provide each Member with a written explanation of the terms and conditions of the Plan and amendments applicable to the Member, together with an explanation of the Member's rights and duties with reference to the benefits available to the Member under the terms of the Plan. The Administrator will also provide the Member, Employee, Spouse or any other authorized individual with such other information as the Applicable Pension Laws may prescribe.

Any Member of the Plan (or any other individual with an interest in the Plan that is recognized under Applicable Pension Laws) may examine a copy of the Funding Agreement and other documents prescribed by Applicable Pension Laws at any

reasonable time at the head office of The Church or such other location as the Applicable Pension Laws may prescribe.

#### **15.03 Information to be Provided Before Benefits are Paid**

Where a person asserts a right or claims to be entitled to receive a pension, benefit or other payment under the Plan, that person has the onus of proving the right or entitlement to the satisfaction of the Administrator. The Administrator may require the person asserting the right or entitlement to provide such information, documents or other evidence as the Administrator in its sole discretion deems necessary or desirable to establish the right or entitlement, including evidence by way of affidavit, declaration or certificate.

Payment of benefits will not be made until the person entitled to receive the benefits delivers to the Administrator:

- (a) satisfactory proof of age of any person who is or may become entitled to receive the benefits; and
- (b) any other information required to calculate and pay the benefits, including a signed declaration of marital status, if applicable.

Whenever the records of the Administrator are used for purposes of the Plan, such records will be conclusive as to the facts therein.

#### **15.04 Obligation to Update Contact Information**

Each Member, surviving or former Spouse, Dependent Child, Beneficiary, estate representative or other person who is entitled to a benefit or other payment under the Plan, or to whom the Administrator has an obligation, shall ensure that their contact information on file with the Administrator is up to date at all times. Without limiting Section 15.05, neither The Church nor the Administrator, or their respective officers, volunteers or employees will have any liability for any loss incurred by any Member, surviving or former Spouse, Dependent Child, Beneficiary, estate or other person as a result of a failure by any person to notify the Administrator on a timely basis of any change to such contact information.

#### **15.05 Limitation of Liability**

In administering the Plan, The Church and the Administrator and their respective officers, volunteers or employees will not be liable to any one person whatsoever because of any acts or omissions by any one of them or by any person appointed or employed by or providing service to any one of them, except for any claims, demands and proceedings arising from any act or omission which is due to The Church's, Administrator's, officer's, volunteer's or employee's own willful neglect, default, or lack of honesty or good faith.

In performing their respective duties in relation to this Plan, The Church and the Administrator and their respective officers, volunteers or employees may act and rely on the opinion, advice or information obtained from external advisers including any actuary, lawyer, banker, auditor, accountant or other expert and will not be in any way responsible for any loss occasioned by so acting or relying.

#### **15.06 Indemnification**

When The Church or Administrator delegates the performance of all or some of its powers of administration to an employee, volunteer or officer, The Church has agreed to defend, save harmless and fully indemnify such employees, volunteers and officers, as applicable, their heirs and personal representatives, as applicable, at all times from and against all claims and demands of every nature and kind and all proceedings in respect thereof which may be made or brought against them, or any one of them, as a result of acts taken or omissions made in relation to the Plan or Fund, save and except for any claims, demands and proceedings resulting from that employee's, volunteer's or officer's own willful neglect, default, or lack of honesty or good faith ("Non-Indemnified Claims").

The indemnification in the first paragraph of this Section 15.06 includes all costs, disbursements, legal fees and all other expenses reasonably incurred or occasioned in connection with responding to or defending against claims, demands or proceedings that are subject to indemnification, save and except for Non-Indemnified Claims.

The Church may discharge all or any part of its obligation to indemnify delegates under this Section 15.06 by arranging fiduciary liability insurance through a licensed insurance company.

**ARTICLE 16**  
**GENERAL PROVISIONS**

**16.01 Frequency and Timing of Pension Benefits**

Unless specified otherwise, payments under the Plan will be payable monthly:

- (a) to the Member, commencing upon the first day of the month in which the Member's Normal Retirement Date, Early Retirement Date, or Postponed Retirement Date, as applicable, occurs;
- (b) to the Member's Spouse, commencing upon the first day of the month coincident with or next following the Member's death;
- (c) to the Member's Dependent Child, commencing upon the first day of the month coincident with or next following the Member's death.

Where such payments are subject to termination on death, attainment of a specific age or loss of eligibility ("termination event"), the last monthly payment will be payable on the first day of the month in which the termination event occurs.

**16.02 Non-Alienation**

Except as specified in Sections 16.03 and 16.04:

(a) Void Transactions

any transaction that purports to assign, charge, anticipate, surrender or give as security a right or interest under the Plan, or money payable under the Plan to any other person, is void; and

(b) Exemption from Seizure

money payable under the Plan is exempt from execution, seizure or attachment.

## **16.03 Marriage Breakdown**

### **(a) Support Obligations**

Upon the breakdown of the spousal relationship, payments under the Plan are subject to execution, seizure or attachment in satisfaction of a court order for support or maintenance enforceable in Ontario or another relevant jurisdiction, in accordance with Applicable Pension Laws.

### **(b) Division of Property**

Upon the breakdown of the spousal relationship, a Member may assign all or a portion of the Member's benefits and rights under the Plan to a Spouse or former Spouse, pursuant to a written contract or court order, provided that any such assignment shall be subject to the limits and rules imposed by Applicable Pension Laws.

### **(c) Administration Fees**

Notwithstanding Section 3.03, the Administrator in its sole discretion may require that the Member or the Member's Spouse pay a fee prior to processing any application for the valuation or division of the Member's pension benefit entitlement under the Plan or a Prior Plan, provided that such fee shall not exceed the maximum fee permitted under the Applicable Pension Laws. Any such fee collected by the Administrator may, in the Administrator's sole discretion, be deposited to the Fund if permitted under Applicable Pension Laws and the Income Tax Act, or may be retained by the Administrator to offset all or any part of the fees, expenses, disbursements or other costs incurred by the Administrator to process the application.

### **(d) Timing and Method of Payments**

Where a Member's former Spouse is entitled to a benefit on marriage breakdown, such benefit is payable at the earliest of the Member's death, termination from Continuous Service, Normal Retirement Date or pension commencement date or such other date specified or permitted under Applicable Pension Laws.

(e) Form of Payment

Where a Member's former Spouse is entitled to a benefit on marriage breakdown, such benefit shall be payable as follows:

- (i) if the former Spouse's benefit is not locked-in under Applicable Pension Laws, as a lump sum or as a transfer to a registered retirement savings plan (RRSP), a registered retirement income fund (RRIF) or other non-locked in plan permitted under Applicable Pension Laws and the Income Tax Act; or
- (ii) if the former Spouse's benefit is locked-in under Applicable Pension Laws:
  - (A) where Applicable Pension Laws permit, as a transfer to a locked-in registered retirement savings plan (LRRSP), a locked-in retirement arrangement (LIRA), a life income fund (LIF) or a locked-in retirement income fund (LRIF), or other locked-in plan permitted under Applicable Pension Laws and the Income Tax Act; or
  - (B) where required under Applicable Pension Laws, payable as a pension from the Plan or deducted from periodic pension payments made to the Member.

(f) Reinstatement of Quebec Reductions

If a Member who worked in or reported to work in Quebec commenced the Member's pension and, subsequently ceased to have a Spouse as a result of marriage breakdown, such Member is entitled to have the Member's benefits adjusted. If the Member so elects, the pension will be recalculated assuming the Member had elected the optional form described under Section 10.04(c), adjusted for any pension split with the Member's former spouse.

(g) Alberta Adjustment of Member's Pension

If a Member who worked in or reported to work in Alberta commenced the Member's pension in the normal form that is payable to a Member who has a Spouse at the date of pension commencement pursuant to Section 10.02, and the person who was the joint annuitant of that pension subsequently ceases to be the

Member's Spouse as a result of breakdown of the Spousal relationship, such pension shall be adjusted to a life only pension payable for the Member's life in the normal form of pension payable to a Member who does not have a Spouse at the date of pension commencement, as set out in Section 10.01.

#### **16.04 Shortened Life Expectancy**

Notwithstanding the locking-in terms of the Plan, if a Member provides evidence from a qualified medical doctor to the Administrator that the Member's life expectancy is shortened to less than two (2) years by reason of critical illness or disability, or otherwise meets the criteria for having a shortened life expectancy under Applicable Pension Laws, the Administrator may permit payment of the Commuted Value of the Member's pension in a lump sum, as a transfer to a non-locked-in registered retirement savings plan designated by the Member, or payment of the pension in quarterly or annual instalments, subject to the Member's Spouse, if any, agreeing to waive the Spouse's rights in accordance with Section 7.01, if required by Applicable Pension Laws.

#### **16.05 Rights of Employees**

- (a) Subject to Applicable Pension Laws, no Member will have any right or interest, whatsoever, in any portion of the Fund or any right to pension benefits hereunder, except as provided under the terms of the Plan and to the extent of the assets of the Plan.
- (b) The establishment of the Plan does not constitute an enlargement of any rights an Employee might otherwise have as to tenure, retention of employment with an Employer, continuity of work, advancement in employment or any particular job.

#### **16.06 Small Benefit Rules**

Notwithstanding Section 9.09 and Article 12 of the Plan, subject to Applicable Pension Laws, upon a Member's retirement, termination of Continuous Service, or termination of membership in the Plan:

- (a) **in respect of a Member who reports to work at a location of the Member's Employer in Alberta**, if the Commuted Value of the Member's pension does not exceed 20% of the YMPE for the calendar year in which the most recent determination of the Commuted Value was made, the Commuted Value of the Member's pension shall be paid to the Member in a lump sum payment (unlocked) or transferred in accordance with Section 16.07 with or without

conditions, as elected by the Member, provided that, if the Member fails to make an election within the time limit prescribed under Applicable Pension Laws, the Member shall be deemed to have elected to receive a lump sum payment.

(b) **in respect of a Member who reports to work at a location of the Member's Employer in British Columbia**, if the Commuted Value of the Member's pension does not exceed 20% of the YMPE for the calendar year in which the most recent determination of the Commuted Value was made, the Commuted Value of the Member's pension shall be paid to the Member in a lump sum payment (unlocked) or transferred in accordance with Section 16.07 with or without conditions, as elected by the Member, provided that, if the Member fails to make an election within the time limit prescribed under Applicable Pension Laws, the Member shall be deemed to have elected to receive a lump sum payment.

(c) **in respect of a Member who reports to work at a location of the Member's Employer in Manitoba:**

- (i) if the annual pension payable at Normal Retirement Date does not exceed 4% of the YMPE for the calendar year in which the Member terminates active membership in the Plan; or
- (ii) if the Commuted Value of the Member's pension is less than 20% of the YMPE for the calendar year in which the Member terminates active membership in the Plan,

the Commuted Value of the Member's pension shall be paid to the Member in a lump sum payment (unlocked) or transferred in accordance with Section 16.07, as elected by the Member, provided that, if the Member fails to make an election within the time limit prescribed under Applicable Pension Laws, the Member shall be deemed to have elected to receive a lump sum payment.

(d) **in respect of a Member who reports to work at a location of the Member's Employer in New Brunswick:**

- (i) subject to paragraph (d)(ii) below, if the "adjusted commuted value" of the Member's pension (as defined and calculated in accordance with Applicable Pension Laws) is less than 40% of the



YMPE for the calendar year in which the Member terminates employment, the Commuted Value of the Member's pension may, at the Member's election, be paid to the Member in a lump sum payment (unlocked), or transferred in accordance with Section 16.07, provided that, if the Member has a Spouse, the Spouse has signed and delivered the prescribed waiver form to the Administrator;

(ii) notwithstanding paragraph (d)(i) above, if:

(A) the Commuted Value of the Member's pension is less than 10% of the YMPE for the calendar year in which the Member terminates employment; and

(B) the Member fails to elect a payment option described under paragraph (d)(i) above within the time limit prescribed under Applicable Pension Laws,

the Member shall be deemed to have elected to receive a lump sum payment.

(e) **in respect of a Member who reports to work at a location of the Member's Employer in Newfoundland and Labrador:**

(i) if the annual pension payable at Normal Retirement Date is less than 4% of the YMPE for the calendar year in which the Member ceases to be a Member of the Plan; or

(ii) if the Commuted Value of the Member's pension is less than 10% of the YMPE for the calendar year in which the Member ceases to be a Member of the Plan,

the Commuted Value of the Member's pension may, at the Member's election, be paid to the Member in a lump sum payment (unlocked) or transferred in accordance with Section 16.07.

(f) **in respect of a Member who reports to work at a location of the Member's Employer in Nova Scotia:**

- (i) if the annual pension payable at Normal Retirement Date does not exceed 4% of the YMPE for the calendar year in which the Member terminates employment; or
- (ii) if the Commuted Value of the Member's pension is less than 20% of the YMPE for the calendar year in which the Member terminates employment,

the Commuted Value of the Member's pension shall be paid to the Member in a lump sum payment (unlocked) or transferred in accordance with Section 16.07, as elected by the Member, provided that, if the Member fails to make an election within the time limit prescribed under Applicable Pension Laws, the Member shall be deemed to have elected to receive a lump sum payment.

(g) **in respect of a Member who reports to work at a location of the Member's Employer in Ontario, or is working in or reporting to work in Prince Edward Island or Bermuda:**

- (i) if the annual pension payable at Normal Retirement Date does not exceed 4% of the YMPE for the calendar year in which the Member terminates employment; or
- (ii) if the Commuted Value of the Member's pension is less than 20% of the YMPE for the calendar year in which the Member terminates employment,

the Commuted Value of the Member's pension shall be paid to the Member in a lump sum payment (unlocked) or transferred in accordance with Section 16.07, as elected by the Member, provided that, if the Member fails to make an election within the time limit prescribed under the *Pension Benefits Act* (Ontario) and its related regulations, the Member shall be deemed to have elected to receive a lump sum payment.

- (h) **in respect of a Member who reports to work at a location of the Member's Employer in Quebec**, if the Commuted Value of the Member's pension is less than 20% of the YMPE for the calendar year in which the Member ceases to be an active Member of the Plan, the Commuted Value of the Member's pension shall be paid to the Member in a lump sum payment (unlocked) or transferred in accordance with Section 16.07, as elected by the Member, provided that, if the Member fails to make an election within the time limit prescribed under Applicable Pension Laws, the Member shall be deemed to have elected to receive a lump sum payment.
- (i) **in respect of a Member who reports to work at a location of the Member's Employer in Saskatchewan:**
- (i) if the annual pension payable at Normal Retirement Date does not exceed 4% of the YMPE for the calendar year in which the payment occurs; or
  - (ii) if the Commuted Value of the Member's pension does not exceed 20% of the YMPE for the calendar year in which the payment occurs,
- the Commuted Value of the Member's pension shall be paid to the Member in a lump sum payment (unlocked) or transferred in accordance with Section 16.07, as elected by the Member, provided that, if the Member fails to make an election within the time limit prescribed under Applicable Pension Laws, the Member shall be deemed to have elected to receive a lump sum payment.
- (j) **in respect of a Member who reports to work at a location of the Member's Employer in Nunavut, the Yukon Territory or the Northwest Territories**, if the Commuted Value of the Member's pension is less than 20% of the YMPE for the calendar year in which the Member ceases to be a Member of the Plan, the Commuted Value of the Member's pension shall be paid to the Member in a lump sum payment (unlocked) or transferred in accordance with Section 16.07, as elected by the Member, provided that, if the Member fails to make an election within the time limit prescribed under Applicable Pension Laws, the Member shall be deemed to have elected to receive a lump sum payment.

Where Applicable Pension Laws permit, the Administrator may require the Commuted Value of the survivor pension payable to a surviving Spouse under Article 10 to be paid in a lump sum payment (unlocked) or transferred in accordance with Section 16.07, as elected by the Spouse, if the annual survivor pension or the Commuted Value of such survivor pension meets the above criteria based on the province in which the pensioner reported to work immediately prior to retirement, and based on the YMPE for the calendar year of the Member's death (or, where permitted by Applicable Pension Laws, the YMPE for the calendar year in which the most recent determination of the Commuted Value was made).

Where a Member is not required to report for work at a location of the Member's Employer, the Member shall be deemed to report to work in the province in which the establishment of the Member's Employer from which the Member's remuneration is paid is located.

#### **16.07 Transfer to Retirement Savings Vehicle**

Without limiting any other provision of the Plan, if an amount is payable to a Member or a Spouse under this Plan in a lump sum, where Applicable Pension Laws permit such option to be provided to the person, the lump sum may be transferred to a registered retirement savings plan or other vehicle of the type prescribed for such purpose by Applicable Pension Laws. Any such transfer shall be made in accordance with the election made by the person to whom the lump sum is payable (in the form and manner approved by the Administrator for that purpose) and in compliance with Applicable Pension Laws and the Income Tax Act.

#### **16.08 Permitted Transfers**

Notwithstanding anything to the contrary in Sections 16.06(a) and (b):

- (i) the Member may elect to transfer up to 50% of the Commuted Value of the Member's pension to a locked-in fund or to an insurer licensed in Canada to purchase an annuity, if the Member worked in or reported to work in Alberta and had attained the age of 50 at the time of the Member's retirement or termination of Continuous Service, subject to obtaining the Spouse's consent; and
- (ii) the Administrator may transfer 25% of the Commuted Value of the Member's pension to the Member's registered retirement income fund,

where such Member worked in or reported to work in New Brunswick and was eligible to receive a pension at the time of the Member's termination from Continuous Service, subject to obtaining the Spouse's consent.

#### **16.09 Incompetency**

If the Administrator determines that any person entitled to any payment hereunder is incompetent by reason of physical or mental disability or age and consequently unable to give a valid receipt, the Administrator may cause any payment due to such person to be made to the person's legally appointed guardian, committee or other representative of the estate on the person's behalf. Payment made pursuant to this Section 16.09 will operate as a complete discharge of the responsibility of the Funding Agent, the Administrator, The Church, the Employer, the Plan and the Fund.

#### **16.10 Buy Back of Credited Service**

A Member who has a period of Continuous Service which is not Credited Service under the Plan and, effective January 1, 2002, which never was Credited Service under the Plan, will have the right to establish pension credit, in accordance with Article 9 and subject to the requirements of the Income Tax Act, in respect of any portion of such Continuous Service, subject to suitable arrangements being made with the Administrator as to the payment of the contributions required for such credit. Such contributions may be made by the Member and/or the Employer.

#### **16.11 Non-Residents**

Where permitted by Applicable Pension Laws, a Member who has ceased Continuous Service may elect a refund of the Commuted Value of the benefits accrued to such Member (including Voluntary Contributions and Interest, and Excess Contributions, if any, not already refunded) if the Member is not a resident of Canada for purposes of the Income Tax Act and the Member has otherwise satisfied the requirements under Applicable Pension Laws for un-locking in the event of non-residency. Where a Commuted Value is available for refund in accordance with this Section 16.11, the Member (or Spouse of such Member), as applicable, may elect to have the amount transferred to a non-locked-in registered retirement savings plan (RRSP) designated by the Member or Spouse, as applicable.

#### **16.12 Construction**

The Plan will be governed and construed in accordance with the laws of Ontario or other Applicable Pension Laws.

Any provision of the Funding Agreement that is inconsistent with the terms of the Plan will be of no force or effect.

#### **16.13 Severability**

If any term of the Plan is held to be invalid or unenforceable by a court of competent jurisdiction, its invalidity or unenforceability will not affect any other term of the Plan and the Plan text will be construed and enforced as if such term had not been included therein.

#### **16.14 Captions and Headings**

The captions, headings and table of contents of this Plan text are included for convenience of reference only and will not be used in interpreting the terms of the Plan.

#### **16.15 Articles and Sections**

“Article” or “Articles” means an article or articles as defined in the table of contents and “Section” or “Sections” means a specific provision or terms within an Article or Articles, as applicable.

#### **16.16 Currency**

All benefits payable under the Plan will be paid in the lawful currency of Canada.

#### **16.17 Terms at Date of Determination**

Unless stated otherwise, all benefits payable under the Plan are to be determined in accordance with the terms of the Plan in effect at the earliest of the Member’s date of death, retirement, termination or Disability.

***ARTICLE 17***  
***PLAN EVENTS***

**17.01 Withdrawal of Fairhaven United Church Homes**

Effective September 30, 2017 (or such other date deemed appropriate by the applicable regulatory authorities), Fairhaven United Church Homes (in this Section 17.01, the “Employer”) withdraws from the Plan as an Employer (in this Section 17.01, the “Fairhaven Withdrawal”).

In connection with the Fairhaven Withdrawal:

- (a) the Administrator will, in consultation with the Actuary and such advisers as it deems appropriate:
  - (i) cause to be prepared and filed with the applicable regulatory authorities such reports, records and other documents; and
  - (ii) cause to be prepared and transmitted to Members affected by the Fairhaven Withdrawal (in this Section 17.01, the “Affected Members”) such notices, statements, documents and other information,all accordance with Applicable Pension Laws and the Income Tax Act;
- (b) the Employer shall make such contributions to the Fund as are required by Applicable Pension Laws or the Plan (including, without limitation, Section 14.04(a)(i)), as determined by the Administrator in consultation with the Actuary;
- (c) as contemplated under Section 14.04(a)(ii), subject to receipt from the applicable regulatory authorities of any approvals required under Applicable Pension Laws and the Income Tax Act, apply the portion of the Fund attributable to the Employer to settle the benefits payable under the Plan to Members affected by the Fairhaven Withdrawal, as determined by the Administrator, in accordance with the terms of the Plan, Applicable Pension Laws and the elections made by each Affected Member; and
- (d) if, after provision for benefits payable to or in respect of Affected Members and all Plan administration expenses incurred in connection with the Fairhaven Withdrawal, assets attributable to the Employer remain in the Fund, such surplus

assets shall be distributed to the Affected Members (or their estates, as applicable), all as determined by the Administrator in consultation with the Actuary and such advisers as it deems appropriate, in accordance with Applicable Pension Laws and the Income Tax Act.

References in this Section 17.01 to Plan provisions refer to such provisions as they read effective September 30, 2017.



## SCHEDULE A - ADJUSTED PENSIONABLE EARNINGS

(a) To determine pension entitlement as at December 31, 2000 of a Member who terminated Continuous Service prior to January 1, 1997:

### **1999 Update - Base Year 1989 with a 125% CAP– 1996 Inactive**

<b><u>Year</u></b>	<b><u>Percentage Addition</u></b>	<b><u>Maximum Addition</u></b>
1955	545.17%	\$20,444
1956	545.17%	\$20,444
1957	524.35%	\$20,319
1958	504.84%	\$20,194
1959	477.76%	\$20,006
1960	453.00%	\$19,819
1961	430.27%	\$19,631
1962	409.34%	\$19,444
1963	390.00%	\$19,256
1964	372.07%	\$19,069
1965	355.41%	\$18,881
1966	493.24%	\$18,694
1967	466.93%	\$18,444
1968	442.67%	\$18,194
1969	399.41%	\$17,694
1970	399.41%	\$17,694
1971	341.26%	\$17,319
1972	322.81%	\$17,069
1973	296.78%	\$16,694
1974	282.58%	\$16,319
1975	218.84%	\$14,881
1976	180.41%	\$13,756
1977	156.80%	\$12,913
1978	139.94%	\$12,238
1979	124.06%	\$11,519
1980	100.01%	\$10,250
1981	78.64%	\$8,856
1982	57.27%	\$7,169
1983	40.20%	\$5,525
1984	30.18%	\$4,406

<u>Year</u>	<u>Percentage Addition</u>	<u>Maximum Addition</u>
1985	23.66%	\$3,613
1986	17.51%	\$2,788
1987	11.69%	\$1,931
1988	6.08%	\$1,044
1989 and after	0.00%	\$0

(b) To determine pension entitlement as at January 1, 2001 of a Member who terminated Continuous Service prior to January 1, 1997:

**2001 Update - Base Year 1990 with a 150% CAP– 1996 Inactive**

<u>Year</u>	<u>Percentage Addition</u>	<u>Maximum Addition</u>
1955	574.17%	\$25,838
1956	574.17%	\$25,838
1957	552.42%	\$25,688
1958	532.03%	\$25,538
1959	503.73%	\$25,313
1960	477.86%	\$25,088
1961	454.11%	\$24,863
1962	432.24%	\$24,638
1963	412.03%	\$24,413
1964	393.29%	\$24,188
1965	375.88%	\$23,963
1966	521.93%	\$23,738
1967	494.46%	\$23,438
1968	469.13%	\$23,138
1969	423.96%	\$22,538
1970	423.96%	\$22,538
1971	362.68%	\$22,088
1972	343.38%	\$21,788
1973	316.11%	\$21,338
1974	301.41%	\$20,888
1975	234.83%	\$19,163
1976	194.67%	\$17,813
1977	170.01%	\$16,800
1978	152.37%	\$15,990

<u>Year</u>	<u>Percentage Addition</u>	<u>Maximum Addition</u>
1979	135.77%	\$15,128
1980	110.62%	\$13,605
1981	88.30%	\$11,933
1982	65.96%	\$9,908
1983	48.11%	\$7,935
1984	37.63%	\$6,593
1985	30.78%	\$5,640
1986	24.34%	\$4,650
1987	18.27%	\$3,623
1988	12.41%	\$2,558
1989	6.06%	\$1,305
1990 and after	0.00%	\$0

- (c) To determine pension entitlement as at January 1, 2001 of a Member who terminated Continuous Service on or after January 1, 1997 and prior to January 1, 1999:

**2001 Update - Base Year 1991 with a 150% CAP– 1998 Inactive**

<u>Year</u>	<u>Percentage Addition</u>	<u>Maximum Addition</u>
1955	607.83%	\$27,353
1956	607.83%	\$27,353
1957	585.00%	\$27,203
1958	563.59%	\$27,053
1959	533.88%	\$26,828
1960	506.71%	\$26,603
1961	481.78%	\$26,378
1962	458.82%	\$26,153
1963	437.59%	\$25,928
1964	417.93%	\$25,703
1965	399.65%	\$25,478
1966	555.24%	\$25,253
1967	526.42%	\$24,953
1968	499.85%	\$24,653
1969	452.45%	\$24,053
1970	452.45%	\$24,053
1971	387.56%	\$23,603

<u>Year</u>	<u>Percentage Addition</u>	<u>Maximum Addition</u>
1972	367.26%	\$23,303
1973	338.56%	\$22,853
1974	323.27%	\$22,403
1975	253.40%	\$20,678
1976	211.23%	\$19,328
1977	185.34%	\$18,315
1978	166.81%	\$17,505
1979	149.37%	\$16,643
1980	122.94%	\$15,120
1981	99.51%	\$13,448
1982	76.04%	\$11,423
1983	57.30%	\$9,450
1984	46.27%	\$8,108
1985	39.05%	\$7,155
1986	32.27%	\$6,165
1987	25.91%	\$5,138
1988	19.75%	\$4,073
1989	13.09%	\$2,820
1990	6.73%	\$1,515
1991 and after	0.00%	\$0

- (d) To determine pension entitlement as at January 1, 2001 of a Member who terminated Continuous Service on or after January 1, 1999 and prior to January 1, 2001:

**2001 Update - Base Year 1996 with a 150% CAP– 2000 Inactive**

<u>Year</u>	<u>Percentage Addition</u>	<u>Maximum Addition</u>
1955	673.33%	\$30,300
1956	673.33%	\$30,300
1957	648.39%	\$30,150
1958	625.00%	\$30,000
1959	592.54%	\$29,775
1960	562.86%	\$29,550
1961	535.62%	\$29,325
1962	510.53%	\$29,100
1963	487.34%	\$28,875
1964	465.85%	\$28,650

<b><u>Year</u></b>	<b><u>Percentage Addition</u></b>	<b><u>Maximum Addition</u></b>
1965	445.88%	\$28,425
1966	620.05%	\$28,200
1967	588.61%	\$27,900
1968	559.61%	\$27,600
1969	507.90%	\$27,000
1970	507.90%	\$27,000
1971	435.96%	\$26,550
1972	413.71%	\$26,250
1973	382.22%	\$25,800
1974	365.80%	\$25,350
1975	289.52%	\$23,625
1976	243.44%	\$22,275
1977	215.16%	\$21,263
1978	194.90%	\$20,453
1979	175.82%	\$19,590
1980	146.91%	\$18,068
1981	121.32%	\$16,395
1982	95.67%	\$14,370
1983	75.17%	\$12,398
1984	63.09%	\$11,055
1985	55.13%	\$10,103
1986	47.69%	\$9,113
1987	40.78%	\$8,085
1988	34.05%	\$7,020
1989	26.78%	\$5,768
1990	19.84%	\$4,463
1991	12.46%	\$2,948
1992	6.66%	\$1,643
1993	2.03%	\$518
1994	1.51%	\$518
1995	1.00%	\$345
1996 and after	0.00%	\$0

- (e) To determine pension entitlement as at January 1, 2003 of a Member who terminated Continuous Service on or after January 1, 2001 and prior to January 1, 2003:

**2003 Update - Base Year 2000 with a 150% CAP– 2002 Inactive**

<b><u>Year</u></b>	<b><u>Percentage Addition</u></b>	<b><u>Maximum Addition</u></b>
1955	720.70%	\$32,432
1956	720.70%	\$32,432
1957	694.23%	\$32,282
1958	669.41%	\$32,132
1959	634.96%	\$31,907
1960	603.46%	\$31,682
1961	574.55%	\$31,457
1962	547.92%	\$31,232
1963	523.32%	\$31,007
1964	500.51%	\$30,782
1965	479.32%	\$30,557
1966	666.92%	\$30,332
1967	633.58%	\$30,032
1968	602.83%	\$29,732
1969	548.00%	\$29,132
1970	548.00%	\$29,132
1971	470.96%	\$28,682
1972	447.30%	\$28,382
1973	413.80%	\$27,932
1974	396.56%	\$27,482
1975	315.64%	\$25,757
1976	266.74%	\$24,407
1977	236.73%	\$23,394
1978	215.21%	\$22,584
1979	194.95%	\$21,722
1980	164.24%	\$20,199
1981	137.10%	\$18,527
1982	109.86%	\$16,502
1983	88.09%	\$14,529
1984	75.26%	\$13,187
1985	66.76%	\$12,234
1986	58.85%	\$11,244
1987	51.53%	\$10,217
1988	44.39%	\$9,152
1989	36.67%	\$7,899
1990	29.31%	\$6,594

<u>Year</u>	<u>Percentage Addition</u>	<u>Maximum Addition</u>
1991	21.48%	\$5,079
1992	15.31%	\$3,774
1993	10.39%	\$2,649
1994	7.73%	\$2,649
1995	7.19%	\$2,477
1996	6.13%	\$2,132
1997	5.08%	\$1,787
1998	3.02%	\$1,083
1999	1.00%	\$366
2000 and after	0.00%	\$0

- (f) To determine pension entitlement as at January 1, 2005 of a Member who terminated Continuous Service on or after January 1, 2003 and prior to January 1, 2005:

**2005 Update- Base year 2002 with a 175% CAP– 2004 Inactive**

<u>Year</u>	<u>Percentage Addition</u>	<u>Maximum Addition</u>
1955	800.40%	\$42,021
1956	800.40%	\$42,021
1957	771.35%	\$41,846
1958	744.13%	\$41,671
1959	706.33%	\$41,409
1960	671.77%	\$41,146
1961	640.05%	\$40,884
1962	610.84%	\$40,621
1963	583.85%	\$40,359
1964	558.83%	\$40,096
1965	535.58%	\$39,834
1966	745.78%	\$39,571
1967	709.24%	\$39,221
1968	675.55%	\$38,871
1969	615.46%	\$38,171
1970	615.46%	\$38,171
1971	529.85%	\$37,646
1972	503.83%	\$37,296
1973	466.93%	\$36,771
1974	448.31%	\$36,246
1975	359.60%	\$34,234
1976	305.93%	\$32,659
1977	273.03%	\$31,477
1978	249.39%	\$30,532

<u>Year</u>	<u>Percentage Addition</u>	<u>Maximum Addition</u>
1979	227.14%	\$29,526
1980	193.40%	\$27,750
1981	163.64%	\$25,799
1982	133.73%	\$23,436
1983	109.84%	\$21,135
1984	95.73%	\$19,569
1985	86.34%	\$18,457
1986	77.62%	\$17,302
1987	69.62%	\$16,104
1988	61.79%	\$14,861
1989	53.33%	\$13,400
1990	45.25%	\$11,877
1991	36.64%	\$10,110
1992	29.86%	\$8,587
1993	24.47%	\$7,275
1994	18.19%	\$7,275
1995	17.60%	\$7,074
1996	16.43%	\$6,671
1997	15.29%	\$6,269
1998	13.03%	\$5,448
1999	10.81%	\$4,611
2000	9.71%	\$4,184
2001	9.71%	4,184
2002 and after	0.00%	\$0

(g) To determine pension entitlement as at January 1, 2007 of a Member who terminated Continuous Service on or after January 1, 2005 and prior to January 1, 2007:

**2007 Update- Base year 2004 with a 175% CAP– 2006 Inactive**

<u>Year</u>	<u>Percentage Addition</u>	<u>Maximum Addition</u>
1955	845.52%	\$44,390
1956	845.52%	\$44,390
1957	815.02%	\$44,215
1958	786.43%	\$44,040
1959	746.67%	\$43,777
1960	710.45%	\$43,515
1961	677.14%	\$43,253
1962	646.47%	\$42,990
1963	618.07%	\$42,727
1964	591.85%	\$42,465



<b><u>Year</u></b>	<b><u>Percentage Addition</u></b>	<b><u>Maximum Addition</u></b>
1965	567.38%	\$42,202
1966	790.43%	\$41,940
1967	752.08%	\$41,590
1968	716.72%	\$41,240
1969	653.66%	\$40,540
1970	653.66%	\$40,540
1971	563.19%	\$40,015
1972	535.83%	\$39,665
1973	497.02%	\$39,140
1974	477.61%	\$38,615
1975	384.48%	\$36,603
1976	328.13%	\$35,028
1977	293.58%	\$33,847
1978	268.74%	\$32,902
1979	245.37%	\$31,895
1980	209.90%	\$30,119
1981	178.67%	\$28,168
1982	147.25%	\$25,805
1983	122.15%	\$23,504
1984	107.32%	\$21,938
1985	97.42%	\$20,826
1986	88.25%	\$19,672
1987	79.87%	\$18,473
1988	71.64%	\$17,230
1989	62.75%	\$15,769
1990	54.28%	\$14,246
1991	45.23%	\$12,479
1992	38.10%	\$10,956
1993	32.44%	\$9,644
1994	24.11%	\$9,643
1995	23.49%	\$9,442
1996	22.27%	\$9,040
1997	21.06%	\$8,637
1998	18.69%	\$7,816
1999	16.36%	\$6,980
2000	15.21%	\$6,553
2001	15.21%	\$6,553
2002	5.01%	\$2,369
2003	2.20%	\$1,069
2004 and after	0.00%	\$0.00

- (h) To determine pension entitlement as at January 1, 2009 of a Member who was in Continuous Service on or after January 1, 2007:

**2009 Update- Base year 2006 with a 175% CAP– 2007 Active**

<b><u>Year</u></b>	<b><u>Percentage Addition</u></b>	<b><u>Maximum Addition</u></b>
1955	883.73%	\$46,396
1956	883.73%	\$46,396
1957	852.00%	\$46,221
1958	822.25%	\$46,046
1959	780.96%	\$45,784
1960	743.20%	\$45,521
1961	708.55%	\$45,259
1962	676.63%	\$44,996
1963	647.14%	\$44,734
1964	619.80%	\$44,471
1965	594.40%	\$44,209
1966	828.23%	\$43,946
1967	788.35%	\$43,596
1968	751.58%	\$43,246
1969	686.00%	\$42,546
1970	686.00%	\$42,546
1971	591.43%	\$42,021
1972	562.93%	\$41,671
1973	522.49%	\$41,146
1974	502.42%	\$40,621
1975	405.55%	\$38,609
1976	346.92%	\$37,034
1977	310.97%	\$35,852
1978	285.12%	\$34,907
1979	260.80%	\$33,901
1980	223.89%	\$32,125
1981	191.39%	\$30,174
1982	158.70%	\$27,811
1983	132.58%	\$25,510
1984	117.13%	\$23,944

<b><u>Year</u></b>	<b><u>Percentage Addition</u></b>	<b><u>Maximum Addition</u></b>
1985	106.80%	\$22,832
1986	97.24%	\$21,677
1987	88.54%	\$20,479
1988	79.98%	\$19,236
1989	70.74%	\$17,775
1990	61.92%	\$16,252
1991	52.50%	\$14,485
1992	45.07%	\$12,962
1993	39.18%	\$11,650
1994	29.13%	\$11,650
1995	28.48%	\$11,449
1996	27.21%	\$11,046
1997	25.96%	\$10,644
1998	23.49%	\$9,823
1999	21.06%	\$8,986
2000	19.87%	\$8,559
2001	19.87%	\$8,559
2002	9.26%	\$4,375
2003	6.33%	\$3,075
2004	4.04%	\$2,006
2005	2.00%	\$1,013
2006 and after	0.00%	\$0

## **SCHEDULE B – GRANDPARENTED DISABILITY PENSIONS**

- B.01** A Member (other than a Member who has terminated Continuous Service) who joined the Plan or a prior plan before July 1, 1981, who becomes Totally and Permanently Disabled before the Member's Normal Retirement Date and whose retirement pension hereunder has not commenced may apply to the Administrator for payment of a disability pension.
- B.02** Subject to acceptance by the Administrator and its medical consultant that such Member is Totally and Permanently Disabled, the Member will be entitled to payment of a disability pension.
- B.03** Subject to Sections B.04 and B.10, the amount of a disability pension will be the amount of normal retirement pension accrued to the credit of the Member to the date on which the Member's salary ceases due to Total and Permanent Disability.
- B.04** (a) If the Member, during any ten (10) years of the Member's Credited Service, or during the actual period of the Member's Credited Service if less than ten (10) years, received salary payments which, in the aggregate, were at least equal to the salary payments which would have been paid in such years or period to Ministry Personnel in receipt of the Minimum Salary, the minimum annual disability pension will be \$6,658.68 (or \$7,324.92 if no disability pension is payable from the Canada Pension Plan or the Quebec Pension Plan).
- (b) In the case of any other Member entitled to a minimum disability pension hereunder, that minimum pension will be the proportion of \$6,658.68 (or \$7,324.92 if no disability pension is payable from the Canada Pension Plan or the Quebec Pension Plan), which the aggregate of the Member's salary payments in any ten (10) years of the Member's Credited Service, or during the actual period of the Member's Credited Service if less than ten (10) years, bears to the salary payments which would have been paid in such years or period to a Ministry Personnel in receipt of the Minimum Salary. If more than ten (10) years are available, the years selected will be those which produce the highest proportion.
- B.05** The first monthly instalment of a disability pension will be paid for the month next following the month in which the Member's Total and Permanent Disability is established or, if the Member remains in the care of an Employer, for the month next

following that in which the Member ceases to be in such care. Subject to Section B.06, monthly payments will continue throughout the period of the Member's Total and Permanent Disability until the Member's Normal Retirement Date, at which time the pension will become the Member's normal retirement pension and will be continued in the amount determined in accordance with Article 9 for the remainder of the Member's lifetime. If the Member recovers from such Total and Permanent Disability before the Member's Normal Retirement Date, the last instalment of the disability pension will be paid for the month in which the recovery occurs.

- B.06** If a Member in receipt of a disability pension earns an income from any employment which exceeds 100% of the Member's Pensionable Earnings immediately prior to the date of disability, the disability pension will be discontinued and Section B.08 will apply.
- B.07** At the time a Member applies for a disability pension and at any time thereafter during the period of the Member's Total and Permanent Disability until the Member's Normal Retirement Date, the Administrator may require a medical examination of the Member by a medical practitioner chosen by the Administrator and may call for such medical and other information with respect to the Member as the Administrator determines to be necessary to establish that the Member is Totally and Permanently Disabled or continues to be Totally and Permanently Disabled as defined herein.
- B.08** When a Member who was Totally and Permanently Disabled re-enters Continuous Service, the Member will:
- (a) continue to be entitled as from the Member's Normal Retirement Date to payment of the normal retirement pension accrued to the date of Total and Permanent Disability; and
  - (b) commence to make contributions hereunder and accrue additional pension credits.
- B.09** If a Member who was Totally and Permanently Disabled recovers prior to the Member's Normal Retirement Date but does not re-enter Continuous Service, the Member will become entitled to benefits in accordance with the terms of Section 9.02 and Article 12, as applicable.
- B.10** Notwithstanding the other terms of this Schedule B, the amount of the disability pension applicable to a Member who joined the Plan prior to July 1, 1981 and who became Totally and Permanently Disabled on or after July 1, 1981 will be limited to the amount

of the normal retirement pension accrued to the credit of the Member in accordance with the terms of Article 9 in effect on July 1, 1981.

The Administrator may request The Church to insure the payment of the disability pension of such a Totally and Permanently Disabled Member under The Church's group long-term disability insurance plan. In the event a disability benefit is payable under The Church's group long-term disability insurance plan but such plan provides less than the amount of the disability pension hereunder, the excess will be payable under the Plan. Payments under the group long-term disability insurance plan purchased by The Church will discharge the liability of the Fund to the extent of such payments.

## **SCHEDULE C - PENSION UPDATES AND PENSION INCREASES**

### **C.01 Termination Prior to 1997**

The pension benefit entitlement of a Member who first terminated Continuous Service prior to January 1, 1997 or a surviving Spouse or Dependent Child of such Member, will be the greater of:

- (a) The normal pension determined in accordance with the terms of Sections 9.01 and 9.06, based on the Adjusted Pensionable Earnings in Schedule A – (a). If applicable, such normal pension will be adjusted in accordance with the terms of Sections 9.02, 9.03, 9.04, 10.03, 10.04, 13.02 and 13.08 and Schedule B, and reduced by benefits, if any, transferred to the Member's former Spouse pursuant to a marriage breakdown. Such adjusted pension will be increased by 3%; and
- (b) A comparable pension determined in the same manner but based on the Adjusted Pensionable Earnings in Schedule A – (b) and excluding the increase of 3%.

### **C.02 (a) Terminated Member After 1996 and Prior to 2007**

The pension benefit entitlement of a Member who terminated Continuous Service on or after January 1, 1997 and prior to January 1, 2007 or a surviving Spouse or Dependent Child of such Member, will be the normal pension determined in accordance with the terms of Sections 9.01 and 9.06, based on the Adjusted Pensionable Earnings in the applicable section of Schedule A as set out in the table below. If applicable, such normal pension will be adjusted in accordance with the terms of Sections 9.02, 9.03, 9.04, 10.03, 10.04, 13.02 and 13.08 and Schedule B, and reduced by benefits, if any, transferred to the Member's former Spouse pursuant to a marriage breakdown.

<b>Date Member Terminated Continuous Service</b>	<b>Schedule A Reference</b>
January 1, 1997 through December 31, 1998	(c)
January 1, 1999 through December 31, 2000	(d)
January 1, 2001 through December 31, 2002	(e)
January 1, 2003 through December 31, 2004	(f)
January 1, 2005 through December 31, 2006	(g)

**(b) Terminated Member After 2006 and Prior to 2023**

The pension benefit entitlement of a Member who terminated Continuous Service on or after January 1, 2007 and prior to January 1, 2023 or a surviving Spouse or Dependent Child of such Member, will be the normal pension determined in accordance with the terms of Sections 9.01 and 9.06 based on the Adjusted Pensionable Earnings in Schedule A – (h). If applicable, such normal pension will be adjusted in accordance with the terms of Sections 9.02, 9.03, 9.04, 10.03, 10.04, 13.02 and 13.08 and Schedule B, and reduced by benefits, if any, transferred to the Member's former Spouse pursuant to a marriage breakdown.

**C.03 Member in Continuous Service as at January 1, 2023**

The pension benefit entitlement of a Member who was in Continuous Service on or after January 1, 2023, or a surviving Spouse or Dependent Child of such Member, will be the normal pension determined in accordance with the terms of Sections 9.01 and 9.06 based on the Adjusted Pensionable Earnings in Schedule A – (h). If applicable, such normal pension will be adjusted in accordance with the terms of Sections 9.02, 9.03, 9.04, 10.03, 10.04, 13.02 and 13.08 and Schedule B, and reduced by benefits, if any, transferred to the Member's former Spouse pursuant to a marriage breakdown.

**C.04 Pension Increases**

The amount of the pension determined in accordance with Sections C.01 and C.02 will be increased in accordance with the following table:

<b>Date Member Terminated Continuous Service</b>	<b><u>Increases (Cumulative)</u></b>
Prior to January 1, 1999	Effective January 1, 2001, 3.6% Effective January 1, 2003, 3.9% Effective January 1, 2005, 6.0% Effective January 1, 2007, 4.3% Effective January 1, 2009, 4.1% Effective January 1, 2020, 4.0% Effective January 1, 2021, 2.0% Effective January 1, 2022, 4.0% Effective January 1, 2023, 4.0%



<b>Date Member Terminated Continuous Service</b>	<b><u>Increases (Cumulative)</u></b>
January 1, 1999 through December 31, 2000	Effective January 1, 2003, 3.9% Effective January 1, 2005, 6.0% Effective January 1, 2007, 4.3% Effective January 1, 2009, 4.1% Effective January 1, 2020, 4.0% Effective January 1, 2021, 2.0% Effective January 1, 2022, 4.0% Effective January 1, 2023, 4.0%
January 1, 2001 through December 31, 2002	Effective January 1, 2005, 6.0% Effective January 1, 2007, 4.3% Effective January 1, 2009, 4.1% Effective January 1, 2020, 4.0% Effective January 1, 2021, 2.0% Effective January 1, 2022, 4.0% Effective January 1, 2023, 4.0%
January 1, 2003 through December 31, 2004	Effective January 1, 2007, 4.3% Effective January 1, 2009, 4.1% Effective January 1, 2020, 4.0% Effective January 1, 2021, 2.0% Effective January 1, 2022, 4.0% Effective January 1, 2023, 4.0%
January 1, 2005 through December 31, 2006	Effective January 1, 2009, 4.1% Effective January 1, 2020, 4.0% Effective January 1, 2021, 2.0% Effective January 1, 2022, 4.0% Effective January 1, 2023, 4.0%
January 1, 2007 through December 31, 2019	Effective January 1, 2020, 4.0% Effective January 1, 2021, 2.0%

<b>Date Member Terminated Continuous Service</b>	<b><u>Increases (Cumulative)</u></b>
	Effective January 1, 2022, 4.0% Effective January 1, 2023, 4.0%
January 1, 2020 through December 31, 2020	Effective January 1, 2021, 2.0% Effective January 1, 2022, 4.0% Effective January 1, 2023, 4.0%
January 1, 2021 through December 31, 2021	Effective January 1, 2022, 4.0% Effective January 1, 2023, 4.0%
January 1, 2022 through December 31, 2022	Effective January 1, 2023, 4.0%

Such increases apply to pension payments after the specified effective dates, before application of the minimum benefit requirements of Schedule B.04, before application of the maximum benefit requirements that applied in respect of Members who died prior to January 1, 2021 under Section 13.02 (as it read prior to January 1, 2021), and before application of the maximum benefit requirements of Section 13.03, all as calculated in accordance with such rules and regulations as the Administrator may deem appropriate for such purpose from time to time. Such increased pension will be subject to the terms of Section 9.07.

#### **C.05 Surviving Child Beneficiary**

The pension benefit payable to a surviving Dependent Child of a Member who died within the dates listed in column (1) of the following table will be equal to the lesser of:

- (a) the amount of pension to which such a child was entitled on the relevant date shown in column (2) increased by the amounts listed in column (3) of the following table; and
- (b) an annual amount which will be:
  - (i) \$2,409.74 in the case of each Dependent Child under age 18 or \$4,819.61 if the Member is not survived by a Spouse (or if a deceased Member's Spouse dies while such Dependent Child is entitled to payment of a pension); or

- (ii) \$3,084.13 in the case of each Dependent Child who has attained age 18 but has not attained age 25 and satisfies the requirements of Section 2.12(b), or \$6,168.65 if a Member is not survived by a Spouse (or if a deceased Member's Spouse dies while such Dependent Child is entitled to payment of a pension).

Notwithstanding the above, the pension benefit payable under Section 13.03 to a surviving Dependent Child in respect of a Member who died within the period January 1, 2021 through December 31, 2022 listed in column (1) of the following table will be equal to the lesser of:

- (c) the amount of pension to which such a child was entitled on the relevant date shown in column (2) increased by the amounts listed in column (3) of the following table; and
- (d) an annual amount which will be:
  - (i) \$4,819.61 in the case of each Dependent Child under age 18; or
  - (ii) \$6,168.65 in the case of each Dependent Child who has attained age 18 but has not attained age 25 and satisfies the requirements of Section 2.12(b).

<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
Prior to January 1, 2001	December 1, 2000	3.4%, Effective January 1, 2001, 3.6% Effective January 1, 2003, 3.9% Effective January 1, 2005, 6.0% Effective January 1, 2007, 4.3% Effective January 1, 2009, 4.1% Effective January 1, 2020, 4.0% Effective January 1, 2021, 2.0% Effective January 1, 2022, 4.0% Effective January 1, 2023, 4.0%

<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
January 1, 2001 through December 31, 2002	December 1, 2002	Effective January 1, 2003, 3.9% Effective January 1, 2005, 6.0% Effective January 1, 2007, 4.3% Effective January 1, 2009, 4.1% Effective January 1, 2020, 4.0% Effective January 1, 2021, 2.0% Effective January 1, 2022, 4.0% Effective January 1, 2023, 4.0%
January 1, 2003 through December 31, 2004	December 1, 2004	Effective January 1, 2005, 6.0% Effective January 1, 2007, 4.3% Effective January 1, 2009, 4.1% Effective January 1, 2020, 4.0% Effective January 1, 2021, 2.0% Effective January 1, 2022, 4.0% Effective January 1, 2023, 4.0%
January 1, 2005 through December 31, 2006	December 1, 2006	Effective January 1, 2007, 4.3% Effective January 1, 2009, 4.1% Effective January 1, 2020, 4.0% Effective January 1, 2021, 2.0% Effective January 1, 2022, 4.0% Effective January 1, 2023, 4.0%
January 1, 2007 through December 31, 2008	December 1, 2008	Effective January 1, 2009, 4.1% Effective January 1, 2020, 4.0% Effective January 1, 2021, 2.0% Effective January 1, 2022, 4.0% Effective January 1, 2023, 4.0%

<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
January 1, 2009 through December 31 2019	December 1, 2019	Effective January 1, 2020, 4.0% Effective January 1, 2021, 2.0% Effective January 1, 2022, 4.0% Effective January 1, 2023, 4.0%
January 1, 2020 through December 31, 2020	December 1, 2020	Effective January 1, 2021, 2.0% Effective January 1, 2022, 4.0% Effective January 1, 2023, 4.0%
January 1, 2021 through December 31, 2021	December 1, 2021	Effective January 1, 2022, 4.0% Effective January 1, 2023, 4.0%
January 1, 2022 through December 31, 2022	December 1, 2022	Effective January 1, 2023, 4.0%

The increases listed in column (3) apply to pension payments after the specified effective dates in column (3).

## **SCHEDULE D – HISTORICAL CONTRIBUTION AND BENEFIT ACCRUAL RATES**

The information set out in this Schedule D is for reference purposes only. To the extent of any inconsistency between the information set out in this Schedule and the provisions of the Plan, the provisions of the Plan shall govern.

### **Historical Contribution Rates**

<b>Plan Year</b>	<b>Employer Contribution Rate (% of Pensionable Earnings)</b>	<b>Member Contribution Rate (% of Pensionable Earnings)</b>
2013 and onwards	9.00%	6.00%
1999 – 2012	7.00%	4.00%
1994 – 1998	7.25%	4.35%
1988 – 1993	8.80%	5.25%
July 1, 1983 – 1987	8.50%	5.00%

For contribution rates prior to July 1, 1983, refer to the contribution rates in the Plan text for the period together with the Prior Lay Pension Plan text.

### **Historical Benefit Accrual Rates**

<b>Period</b>	<b>Benefit Accrual Rate (% of total Adjusted Pensionable Earnings on which the Member made contributions or where Member contributions were waived)</b>
January 1, 2022 - December 31, 2022	1.85%
January 1, 2021 – December 31, 2021	1.625%
January 1, 2020 – December 31, 2020	1.85%
January 1, 2013 – December 31, 2019	1.4%
January 1, 1994 – December 31, 2012	1.7%

<b>Period</b>	<b>Benefit Accrual Rate (% of total Adjusted Pensionable Earnings on which the Member made contributions or where Member contributions were waived)</b>
January 1, 1966 – December 31, 1993	2.1%
Prior to January 1, 1966	2.5%