

**Presidential Address**

**The Thirty-Seventh Session of the General Synod**

**Brock University, St. Catharines, Ontario, May 28, 2004**

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I greet you in the name of the Risen and Ascended Lord, and welcome you to this 37<sup>th</sup> Session of our General Synod. We gather during the time when the Church remembers that strange period between the Resurrection of our Lord and the giving of the Holy Spirit on Pentecost.

Those few days when the disciples waited for the promised empowering by the Holy Spirit must have been a time of great impatience for them, but as is always the case, their time of impatience was God's time of patience.

The Realm of God had been proclaimed and made real, but then as now acceptance of it is voluntary; as God waited patiently then, so God still waits patiently for the Realm to be brought into full being for those whom God has called to the task. As Christians we are not called to preserve ourselves, but to expend ourselves; we are not called to save our lives but to lose them; our call is not to seek personal salvation but rather to bring into the fullness of being the Realm of God. God is still waiting patiently for us to do that.

We are gathered here as the church to make decisions for and about the life of the church, but the basis of our decisions cannot be, "Is it what I want?" or "Is it good for the Church?" The criterion for our decisions must be, "Will this enhance or inhibit the spread of the Realm of God?" or to put it another way, "Is what we are doing true to the nature of the Kingdom of God?" In a book of essays published in the '50s, called "Soundings", a relatively unknown New Testament scholar named John A.T. Robinson wrote, "You can have as high a view of the church as you like, provided your view of the Kingdom is higher."

A good portion of the Gospel is taken up with Jesus' teaching about the nature of the Realm of God. There is a strange neurological disease that affects the eyes so that one sees everything upside down. In a sense in the Realm of God, everything is similarly inverted.

In the world, the way is power; in the Realm of God, the way is love. In the world, the focus is self; in the Realm of God, the focus is others. In the world, the rule is law; in the Realm of God, the rule is trust. In the world, the practice is get; in the Realm of God, it is give.

And yet, and yet, we are all citizens of both the Realm and this world.

Richard Holloway, former Primus of Scotland, tells a story about Charles Ives, the American composer. As a young man, Ives was listening to a record on the phonograph in the family parlour when he heard a brass band marching down the street and realized that he was listening to two tunes at once.

As Christians, we constantly find ourselves listening to two tunes. One is the teachings, traditions and practices of the church. Like the record Ives was playing, this tune is basically self-selected. We choose a church, or more often choose to stay in a church because its

teachings, traditions and practices generally suit us, although within that generality most of us find particular elements that we do not much like.

The second tune that we hear constantly is the culture and thought of our day. This tune, like the one played by the passing band is not chosen by us. It is imposed on us by external forces. No matter how distantly we hear it, if we are alive and cognitively aware of the world around us, we cannot escape it.

It is not easy to listen to two often-discordant tunes at the same time. Some people, finding it too difficult, close the windows and pull the drapes to shut out or at least muffle the intrusive song of the world. Others choose to shut off the gramophone and rush out into the street to follow the marching band.

This struggle to maintain the tradition but live in the world is not new. The Scriptures, both Hebrew and Christian, are replete with examples of it: the Hebrews entering Palestine and finding there a religion seemingly more suited to a settled life than that of Yahweh the God of the journey, the God of the wilderness or the first Christians encountering the Gentile world and having to decide which aspects of their Jewish heritage were only cultural.

Christians cannot simply abandon their traditions and be blown to and fro by the changing winds of their culture. Dean Inge, known as the Gloomy dean, once wrote, "A man who marries the spirit of this age will be a widower in the next." But Christians who repudiate entirely the culture in which they live either retreat into a social, spiritual and intellectual ghetto or attempt entirely to control society. Neither response is faithful to the Gospel. The trick of course is to maintain a balance, to "be in the world but not of the world."

One of the ways to maintain that balance, as I have said already, is to test every decision by asking whether it reflects the values of the Realm of God.

Now to some of the issues we will have to face: First, the relationship within our church between indigenous and non-indigenous members. Some of you will remember that at the last General Synod, one of the major debates was about the litigation arising from abuse in the Residential Schools and the issue was whether we should withdraw from the ecumenical negotiations with the government and simply fight it out in courts.

During the last three years much has changed. We moved into bilateral negotiations and completed an agreement that saw our liability for abuse limited to a \$25,000,000 Settlement Fund. I am proud to say that every diocese in our church agreed to accept their proportional share and to date has kept that commitment. I want to pause here to thank all those at the national and diocesan levels who worked so hard to get the agreement and to meet our obligations.

But the agreement was not seen in a favourable light by some of our indigenous members. The core of their disappointment was the nature of the complete release required by the Government from those who entered the proposed Alternate Dispute Resolution process, a release which we, in the agreement, accepted. Since the signing of the agreement, the Government has changed its

tune and is willing to accept a partial release exempting claims for the loss of language and culture from it. During the past months, a resurrected remnant of the negotiating team, including an indigenous person, met with the deputy minister and some of his staff to work at how we might be able also to accept a partial release. We need to continue those conversations.

As painful and difficult as these last ten years have been for all of us in the church, from them has arisen a determination to forge a new relationship between indigenous and non-indigenous Anglicans.

I cannot predict what shape this new relationship will take but it must be one in which the structures of our church allow for a greater recognition of the fact that over a huge geographic area of our country, indigenous peoples are in a majority in many parishes. The new model must not only provide greater recognition but allow a greater degree of autonomy, for that is the only means by which we can break the insidious pattern of paternalism and its corollary, dependency. During this Synod we will hear about the Covenant and the work being done to implement it. I bid you listen carefully. Our church's life, particularly in the north and west will be profoundly affected by this changing relationship for it will mean a major realignment of our present jurisdictions. These jurisdictional changes will reinforce the need for us to rethink the manner of the provision of ordained ministry in small communities. If we are not going simply to abandon the villages and smaller towns (and that is not the Anglican way), we must look to new forms of recruiting, training and supporting non-professional clergy. There will be a motion brought forward about theological education. It may need to be expanded.

Secondly, we will be hearing from one of our most distinguished Canadians, Stephen Lewis, about the HIV/AIDS pandemic which is sweeping much of the global south. I quote from a speech given by Mrs. Veronica Maziya of Swaziland, a semi-autonomous kingdom in the Church of Southern Africa.

“The situation is a disaster for Swaziland,” said Mrs. Maziya. “HIV has destroyed our youth and the future. We have been left with an orphaned country. We face a tragedy beyond comprehension.”

Of the country's one million population, five hundred thousand are under fifteen years of age. Of the remaining half million, 200,000 are infected. The chance of a 15 year old reaching the age of 35 is only 10 per cent. More than 5,500 homes are now headed by orphans (with an average age of 11). “The situation is amplified by the fact that there are only 2,000 hospital beds in the country,” she continued. “And as there is no social welfare system, very few can afford treatment.” More than 50 percent of Swaziland lives below the poverty line, currently set at \$8.50 per month.

“In order to relieve the HIV/AIDS situation, we must get people out of poverty, and that means giving them back hope.” says Mrs. Maziya, adding that the diocese needed the prayers of everyone in the Anglican Communion. “I call for everyone worldwide through the Communion to pray for Swaziland, for its people, and the work of its church.”

As Canadians we can be proud that our country recently promised 100 million dollars to fight this scourge in Africa and that we are the first country to pass legislation allowing the production of cheaper generic drugs to combat HIV/AIDS in impoverished countries. But as a church, we must respond with prayer and more. The Primate's World Relief and Development Fund has established this as a major priority and provides the means for us to contribute.

Thirdly, we face a difficult and demanding discussion and debate on the place of gay men and lesbians in our church, focused particularly on the issue of the blessing of the union of same-sex couples. It would be inappropriate for me to speak of my own position on the matter in this address, but I do want to make some comments about the manner in which the debate has proceeded so far.

On the part of some on both sides, it has been harsh and vituperative to an unacceptable degree. We all feel deeply about this issue, but that is no excuse to descend into the depths. The judgmentalism and the profoundly personal nature of some comments, both private and public, could never reflect the nature of the Realm of God no matter what you understand it to be. A letter that says, "I hope I never have to stand next to you because when God strikes you dead, I do not want to be covered with bits of burnt, cowardly episcopal guts." Or our twelve-year-old daughter being called a lesbian and told she is the wrong kind of Christian, seem a bit beyond the pale.

Equally unacceptable is the direct interference in the affairs of the Anglican Church of Canada by Primates of other Provinces of the Communion. That is not the way our Communion operates.

Within this Synod, it is imperative that we maintain a high degree of civility. I suggest that during the actual debate on the evening of Wednesday, June 2<sup>nd</sup> we pay careful attention to the rules of order, especially to our practice that there be no applause after speeches. Further, I wonder if we might not be wise to observe ten seconds of silence between speakers. If memory serves, we did that in Quebec in 1975 during the debate on the ordination of women to the priesthood and it helped give the debate a measured dignity.

At the Lambeth Conference, one of the bishops in my bible study group, an English Suffragan, said to me, "But David, you must understand that for me this is a Kingdom question. How I vote on it will determine whether I go to heaven." Afterwards, thinking about it, I decided that it is indeed a 'kingdom' or 'Realm of God' question, not in the sense that it is determinative of our salvation but rather that it must be decided according to the nature of the Realm. I know that among us, there are held different views of the nature of the Realm of God – that is part of being human. What I ask is that each of our votes on this issue reflects honestly our understanding of the Realm of God.

It is my belief that we most accurately and fully manifest the nature of the Realm when we are gathered at the altar. There we define ourselves as Church. The words, "the Body of Christ" not only describe what we receive, but also what we are. There is a radical equality at the altar rail. There everyone comes as equal, as a forgiven sinner. There everyone receives the same, there is

no measuring of grace – that radical equality is to me the quintessential nature of the Christian community and the truest manifestation of the Realm.

But that radical equality does not mean homogeneity – in fact it means exactly the opposite. For true community can only be built on diversity. Diversity strengthens; homogeneity weakens. That is why we have laws in this country to prevent close relatives marrying. It is thus everywhere in nature. Avian flu spread like wildfire in B.C.'s Frazer Valley in part because all the chicken farmers get their chicks from the same sources and the diminished gene pool has lowered natural resistance. Even in what we do, homogeneity creates weaknesses. One of the reasons computer viruses are such a plague is because one company dominates the software market. Diversity or as the Book of Common Prayer says, "All sorts and conditions" is the nature of the Realm of God.

I hope you will forgive me if I throw in a couple of personal notes. I live in Kelowna in the Okanagan Valley of British Columbia and I am the Archbishop of the Diocese of Kootenay and for the last few years have also had responsibility for the Anglican Parishes of the Central Interior (The old diocese of Cariboo). All of last summer's B.C. forest fires that ran wild and destroyed homes and businesses were within the bounds of Kootenay or the Central Interior. A number of dioceses and many individuals contributed more than \$40,000 directly or through the Primate's World Relief and Development Fund to our Fire Relief Fund. We are immensely grateful to all who contributed so generously. Thank you.

I have enjoyed my brief time as Acting Primate, even if it did interfere with my skiing. I thank the House of Bishops who were supportive of me in the unaccustomed role and the staff at Church House who were kind to me when I kept dropping in from the sky to intrude in their lives. My wife Joan and our daughter Rachael were generous and uncomplaining about my frequent lengthy absences. Finally, I count it a great honour to have been able to address you as Acting Primate.

Our church faces momentous decisions, difficult times, and hard work. Let us, with true faith, good courage, and confidence in the Holy Spirit turn to the business at hand remembering that although we, from time to time forget God – God never forgets nor forsakes us.

Thank you.

*Address by the Most Reverend David Crawley, Archbishop and Acting Primate*

## **CANON VI**

### **Financial Management**

#### **1 Role of the Financial Management and Development Committee in Financial Management**

- a) Subject to the provisions of any legislation affecting the investment of trust funds or the funds held by the General Synod, and subject to the provisions of this Canon, the committee shall have the management and control of the Consolidated Trust Fund and of all property, securities and monies which now are or which may hereafter become vested in, held by, or entrusted to the General Synod for management or investment and may make such lawful investments of the same in such sums and at such rates of return and on such terms as the committee shall in its discretion deem advisable.
- b) The committee shall have power to sell, convey, assign, transfer or exchange securities from time to time as it may deem expedient, and to receive the consideration therefor, and accept transfers, and to take such legal or other proceedings as it may deem necessary.
- c) The committee may appoint and make and revise regulations for any sub-committee deemed necessary by the committee, which sub-committee may include persons not members of the committee.
- d) The committee shall have the control, direction, oversight and supervision of the administrative and financial concerns of the General Synod.

#### **2. Duties**

It shall be the duty of the committee and it is hereby authorized and empowered:

- i) to appoint a vice-chairperson, assistant secretary, assistant treasurer, comptroller, accountants and such other officers as the committee may deem necessary, and to define their duties and remuneration; and to consult with the Primate concerning the nomination to the Council of the General Synod of a person to be Treasurer of the General Synod when a vacancy occurs in that office;

- ii) to appoint a bank or banks, trust company or trust companies to act as bankers of the General Synod;
- iii) to make provision for the signature and countersignature of all cheques, orders for money, acceptances, transfers, conveyances and proxies and documents required for the delivery or receipt of securities as may be necessary;
- iv) to take such proceedings as may be necessary to give effect to the provisions of this Canon;
- v) to supervise and co-ordinate the accounting systems of the various divisions, committees, councils, boards and commissions of the General Synod;
- vi) to determine the expenses of the General Synod and of the Council of the General Synod and to direct the payment thereof by the Treasurer;
- vii) to study the financial needs, problems and opportunities, as well as the local circumstances and resources of the Church;
- viii) to present to the several dioceses the specific needs and opportunities of the whole Church, and the principles upon which the budget is based;
- ix) to act as the finance committee of the Anglican Book Centre, as required.

### **3. Reports**

The committee shall make and circulate, not later than five months after the close of the fiscal year, an annual report to the members of the General Synod, or to the members of the Council of the General Synod in the years in which the synod is not meeting. The reports shall be presented for formal approval at each session of the General Synod and they shall contain:

- i) a financial statement for the preceding year, consisting of:
  - a) a consolidated balance sheet at the end of the period,
  - b) a consolidated statement of revenue and expenditure for the period, and
  - c) a statement of reserves and trust and endowment funds at the end of the period;
- ii) the report of the auditors to the members; and
- iii) such further information respecting the financial position of the synod as the Constitution or Canons may require, or as the committee shall deem appropriate and necessary.

#### **4. Consolidated Trust Fund**

- a) All trust funds, securities and cash on hand or in banks received on capital account vested in or held by the General Synod or by the Missionary Society and all other trust funds received and all accretions thereon, excluding pension funds and benefit plan funds, shall be held, managed and invested as one general trust fund in the name of the Consolidated Trust Fund of The Anglican Church of Canada.
- b) The committee may make and revise regulations governing the administration of the Consolidated Trust Fund. Any regulations shall be reported to the Council of the General Synod and submitted to the next session of the General Synod for confirmation.
- c) The committee may receive for investment, subject to the terms of this Canon, any trust or other fund vested in or held by any committee, council, board or commission of the General Synod, or vested in or held by any provincial or diocesan synod in Canada or any committee thereof, to form part of the Consolidated Trust Fund on such terms as the committee shall decide, provided that the acceptance of such funds is not inconsistent with the terms on which the funds are held nor with the laws of the civil province applicable to the funds.
- d) The debentures, bonds, certificates and other securities belonging to the Consolidated Trust Fund shall be deposited in such chartered bank or banks, trust company or trust companies, as the committee shall from time to time arrange, subject to such control as the committee may direct.
- e) The committee shall give full directions to the bank or banks, trust company or trust companies, acting as custodians and to the Treasurer as to the care and custody of all funds and securities.
- f) Nothing herein contained shall authorize the committee to vary or alter the trust upon which the capital and securities are now respectively vested in or held by the committee or entrusted to it.
- g) The General Synod may borrow from time to time by way of a revolving credit from any chartered bank upon the credit of the General Synod either by way of promissory note, overdraft, or otherwise in such amount and on such terms as the committee may deem necessary and advisable.
- h) As security for such promissory notes, overdraft or other indebtedness the committee may assign, hypothecate, mortgage or pledge any of the bonds, debentures or negotiable instruments which it holds, being the property of the General Synod.



- i) Any notes or documents required by the bank shall be signed by the Primate, or the chairperson or vice-chairperson, and by one other member of the Financial Management and Development Committee.
- j) The committee may enter into contracts for the appointment of one or more investment managers or advisers. Such contracts shall include provision for:
  - i) its nominee company as trustee for the General Synod and as specified in the Agency Agreement;
  - ii) responsibility for loss of funds, securities or documents on the part of the manager, adviser or custodian;
  - ii) adequate insurance against loss by the custodian;
  - iv) authority for the investment manager to act within approved investment guidelines;
  - v) the calculation and distribution of quarterly dividends;
  - vi) schedules of fees for the investment management, custodianship and management of the fund;
  - vii) cancellation of the contract.

## **5. Accounts**

- a) The committee shall secure from each committee, council, board or commission an estimate of its annual revenue, if any.
- b) The committee shall determine the annual expenses of the General Synod, the Council of General Synod and standing committees, and other administrative costs of the General Synod.
- c) The committee shall advise the Council of the General Synod of the spending ceiling of the annual budget.
- d) All monies received from proportional gifts, donations, bequests, trust fund income or other sources except monies received on account of pension and benefit plans, shall be held in such bank accounts as the committee determines, and expenditures shall be made under the control and direction of the Financial Management and Development Committee and administered by the Treasurer of the General Synod.

Draft: March 3, 2004

Effective Jan. 1, 2005

## CANON VIII

**GENERAL SYNOD PENSION AND INCOME CONTINUANCE BENEFIT PLANS**

1. a) This Canon shall be interpreted in its plain and literal sense, provided always that words of an ecclesiastical meaning shall have their proper ecclesiastical meanings; and words of a financial meaning shall be construed in their special context, as shall other words having any technical meaning.
- b) Without restricting the generality of the foregoing, in this Canon and in all Regulations made thereunder:
  - i) “Actuary” means a Fellow of the Canadian Institute of Actuaries or a firm employing one or more such persons;
  - ii) ~~“Administrator” means the Trustees;~~
  - iii) ~~“Bishop” means the Bishop of any Diocese of the Anglican Church of Canada and any co-adjutor, suffragan or assistant Bishop;~~
  - iv) ~~“Church” means the Anglican Church of Canada or any other body in the Anglican Communion, which by agreement with the Pension Committee has been accepted as a participant in the Pension Plan with respect to pension provision for its clergy and/or lay employees;~~
  - v) ~~“Council of General Synod” means the Council of the General Synod;~~
  - vi) ~~“Diocese” means any Diocese of the Church;~~
  - vii) ~~“Executive Director” means the Director of Pensions appointed pursuant to section 6.c) of this Canon”~~ means the chief executive officer of the Pension Office;
  - viii) ~~“Funds” means the Pension Fund and the Long Term Disability Fund and such other employee benefit funds as are held by the Trustees from time to time;~~
  - ix) ~~“General Synod” means the General Synod of the Anglican Church of Canada;~~
  - x) ~~“Long Term Disability Fund” means the fund described in section 2. d) of this Canon;~~

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- x)     ~~xi)~~ “Long Term Disability Plan” means the General Synod Long Term Disability Plan as governed by this Canon and the Long Term Disability Regulations;
- xi)     ~~xii)~~ “Long Term Disability Regulations” means the Regulations made under section 4. b) of this Canon with respect to the Long Term Disability Plan;
- xii)     ~~xiii)~~ “Member” means any person who has become a Member of the Pension Plan and/or the Long Term Disability Plan in accordance with the Pension Regulations and the Long Term Disability Regulations and who has an entitlement to, or is in receipt of, a benefit from ~~the such~~ Plans;
- xiii)     “Other Plans” means the Continuing Education Plan as governed by Canon XII and the regulations thereunder, the Self-Insured Death Benefit Plan established by the Pension Committee effective January 1, 1998, the charitable organization known as The Endowment Committee of The Anglican Church of Canada, and any other employee benefit plans established by the Pension Committee from time to time pursuant to section 4. f) of this Canon, including for greater certainty any group health and welfare benefit plans;
- xiv)     “Parish” means any charge, mission or congregation in a Diocese;
- xv)     “Participating Employer” means the General Synod, any Provincial or Diocesan Synod, Parish or organization admitted to participation in the Plans pursuant to section 4. c) of this Canon;
- xvi)     “Pension Committee” means the committee constituted under section 3 of this Canon (or section 18, if applicable);
- xvii)     “Pension Fund” means the fund described in section 2. b) of this Canon;
- xviii)     “Pension Office” means the non-share capital corporation incorporated to administer the pension and benefit plans;
- xix)     ~~xviii)~~ “Pension Plan” means the General Synod Pension Plan as governed by this Canon and the Pension Regulations;
- xx)     ~~xix)~~ “Pension Regulations” means the Regulations made under section 4. b) of this Canon with respect to the Pension Plan;
- ~~xx)~~     ~~“Plans” means the Pension Plan and the Long Term Disability Plan;~~
- ~~xxi)~~     ~~“Regulations” means the Pension Regulations and the Long Term Disability Regulations;~~
- xxi)     ~~xxii)~~ “Trustees” means the Board of Trustees established pursuant to section 5 of this Canon (or section 18, if applicable) and “Trustee” means a member of the Board of Trustees.

2. a) The ~~Plans~~Pension Plan and the Long Term Disability Plan are established to provide income in the form of pensions and ancillary benefits to the Members who have retired or who are unable to work by reason of disability.
- b) There shall be a fund established in conjunction with the Pension Plan under a written trust agreement in Canada, which fund shall be designated as "~~The~~the "Pension Fund of t~~The~~The Anglican Church of Canada", for the purpose of providing benefits in accordance with this Canon and the Pension Regulations.
- c) The Pension Fund shall be composed of the following parts:
- i) The Ordinary Fund, being the monies received by way of contributions, transfers and other amounts for provision of Pension Plan benefits together with interest, dividends, earnings, accumulations and accretions, less the amounts expended in the payment of Pension Plan benefits and the expenses of administration of the Pension Plan and the Pension Fund;
  - ii) The Endowment Fund, being the amounts received by way of gift, donation, or bequest, which may be disbursed at the discretion of ~~t~~The Pension Endowment Committee of The Anglican Church of Canada as an augmentation, either general or particular, to the Pension Plan benefits; and
  - iii) The Special Endowment Fund, being the amounts received by way of gift, donation, or bequest, the terms of which are restricted by donors or trusts. The Endowment Fund, including the Special Endowment Fund, shall be maintained as a charitable organization within the meaning of the Income Tax Act (Canada).
- d) There shall be a fund established in conjunction with the Long Term Disability Plan under a written trust agreement in Canada, which fund shall be designated as the "~~The~~Long Term Disability Fund of t~~The~~The Anglican Church of Canada", for the purpose of providing benefits in accordance with this Canon and the Long Term Disability Regulations.

The Long Term Disability Fund shall consist of the monies received by way of contributions, transfers, and other amounts for provision of Long Term Disability Plan benefits together with interest, dividends, earnings, accumulations and accretions, less the amounts expended in the payment of Long Term Disability Plan benefits and the expenses of the administration of the Long Term Disability Plan and the Long Term Disability Fund.

3. a) The Pension Committee shall consist of the following members:
- i) The Primate of ~~t~~The Anglican Church of Canada;
  - ii) The Prolocutor of the General Synod;
  - iii) The General Secretary of the General Synod;

- iv) The Treasurer of the General Synod;
  - v) The Executive Director;
  - vi) Two Bishops, two clerical and two lay persons elected by the General Synod from among its members;
  - vii) The Trustees; and
  - viii) Not more than five additional persons appointed by the aforesaid members.
- b) Vacancies among the elected members of the Pension Committee occurring between sessions of the General Synod shall be filled by appointment by the Primate in the case of Bishops, and by the Prolocutor in the case of clerical and lay members, and by the Pension Committee in the case of appointed members and these appointments shall be for the unexpired term of the former member.
  - c) A majority of the members of the Pension Committee shall constitute a quorum.
  - d) As soon as possible after the General Synod elections, the elected and ex-officio members and continuing Trustees who are present at General Synod shall meet to appoint the remaining members of the Pension Committee.
  - e) Notwithstanding ~~Section 41-k)~~ 39 j) of the Constitution, at the first meeting, the ex-officio, elected and appointed members shall elect one of their number as chairperson and may elect another as vice-chairperson.

4. The powers, authority and duties of the Pension Committee shall be:

- a) To appoint:
  - i) The Board of Trustees pursuant to section 5 of this Canon; and
  - ii) The Central Advisory Group pursuant to section ~~42~~13 of this Canon;
- b) To make and amend Regulations establishing the terms of the ~~Plans~~Pension Plan and the Long Term Disability Plan and providing for the administration thereof, subject to the approval of the Council of General Synod. These Regulations shall become effective from the date of approval by the Council of General Synod and shall remain in effect until the next session of the General Synod at which time they will cease to be in effect unless confirmed by the General Synod\*. The general principle to be observed \*when considering matters relating to the Long Term Disability Plan \*shall be the maintenance of a rate of contribution, paid entirely by Members, adequate to support the benefits and the establishment of appropriate amounts reserved or retained in respect of claims, whether or not known to the \*Pension Committee;
- c) To accept and admit as a Participating Employer, the General Synod, any Provincial or Diocesan Synod, any Diocese, Parish or other organization in the

Church, on mutually agreeable terms and subject to this Canon and the Pension and Long Term Disability Regulations;

- d) To consider questions and appeals under this Canon and the Pension and Long Term Disability Regulations and take appropriate actions;
- e) To take such actions towards stimulating interest and support for the Pension and benefit plans as it deems advisable;
- f) To inaugurate and participate in such insurance and other plans as may be authorized by the General Synod or the Council of General Synod~~s~~, including, but not limited to, income protection benefits, life, health and dental benefits;~~and~~
- g) To designate the Trustees as the trustees of the Funds;
- h) To serve as The Endowment Committee of The Anglican Church of Canada or to appoint The Endowment Committee of The Anglican Church of Canada;
- i) ~~g)-~~To make an annual report, including audited financial statements of the Pension Fund, to the General Synod or the Council of General Synod~~s~~; and
- j) ~~h)-~~To make an annual report to the General Synod or the Council of General Synod as to the operation of the Long Term Disability Fund and such other Fund(s) as General Synod or Council of General Synod may require, including, where available, auditors' and/or Actuaries' reports ~~on the operation of that Fund and the Long Term Disability Plan.~~

5. a) The Board of Trustees shall consist of not less than six and not more than eight persons, who shall be individuals resident in Canada, provided that at least half of the Trustees are representatives of the Members. These representatives are not required to be Members.
- b) Trustees shall be appointed for an initial term not to exceed three years and a member shall be eligible for appointment for an additional three year term after which the eligibility for appointment lapses for one year.
- c) All terms shall end on May 31 in the year specified by the Pension Committee.
- d) The Pension Committee may revoke an appointment of a Trustee at any time.
- e) In the event of a vacancy occurring in the Board of Trustees by resignation, death or revocation, an appointment to fill a vacancy shall be to complete the unexpired term of the former Trustee in accordance with the provisions of this Canon. This appointment shall not be a barrier to a subsequent appointment under the provisions of section 5. a) of this Canon.
- f) Any three Trustees shall constitute a quorum. The Chairperson of the Board of Trustees is a non-voting member except that the Chairperson shall have the right to cast a tie-breaking vote.

6. The powers, authority and duties of the Trustees shall be:

- a) To administer the system of contributions and pensions established under the Pension Regulations and to serve as the Administrator for purposes of pension standards legislation. The general principle to be observed shall be the maintenance of a proper actuarial relationship between the contributions made, levied and collected and the several benefits proposed to be paid;
- b) ~~To administer the system of contributions and benefits established under the Long Term Disability Regulations\*. The general principle to be observed \*\*shall be the maintenance of a rate of contribution, paid entirely by Members, adequate to support the benefits and the establishment of appropriate amounts reserved or retained in respect of claims, whether or not known to the \*Trustees; To serve as the members and directors of the Pension Office, and in that capacity, to appoint the Executive Director;~~
- c) ~~After consultation with the Primate, to present to the Council of General Synod the nominee for appointment by the Council as the Director of Pensions who, upon appointment, shall also serve the Trustees as the chief administrative officer of the Plans;~~
- d) ~~To employ one or more agents, including a person who may be a Trustee, the Pension Office and other agents to carry out any act required in the administration of the Plans and in\* the administration and investment of the Funds\*responsibilities of the Trustees, where it is reasonable and prudent in the circumstances so to do;~~
- e) ~~To define the duties of the Director and such officers as they deem necessary for the purpose of administering this Canon and the Regulations;~~
- f) ~~To~~ To appoint investment advisors, Actuaries, auditors, lawyers, accountants, custodians and other persons and to pay out of the Funds, their reasonable expenses and compensation, and to rely and act on information and advice furnished by such persons, or to refrain from acting thereon;
- e) ~~g)~~ To negotiate, maintain, revise and review pension agreements with Dioceses and any other employers which are not Participating Employers on mutually agreeable terms subject to this Canon and the Pension Regulations;
- f) ~~h)~~ To receive, hold and administer all funds contributed to them in respect of the Pension Plan as a separate trust fund, and in accordance with the following terms:
- i) The Trustees shall receive all contributions paid to them under the Pension Plan, together with bequests and donations, to or for the purpose of the Pension Fund, in cash or other property acceptable to them.
- ii) The Trustees shall invest or cause to be invested, to the best advantage of the Pension Fund, all assets under their jurisdiction, provided that these

investments shall, at all times, conform in all respects with regulations established under any applicable federal and/or provincial legislation.

- iii) The Trustees shall ~~review and authorize~~cause the payment from the Pension Fund of all the benefits payable under the terms of the Pension Plan.
- iv) The actions of the Trustees shall at all times be construed and enforced according to the laws of Ontario.
- v) The Trustees may not lend any portion of the Pension Fund to any Member or to any contributor to the Pension Plan.
- vi) If not prohibited by pension benefits legislation and the regulations, policies and administrative practices of the applicable federal and provincial regulatory authorities as may from time to time apply to the Pension Plan, the Trustees may borrow money against the assets of the Pension Fund, on such terms as the Trustees may determine, but only if this borrowing is required for the payment of benefits under the Pension Plan, and provided that the borrowing is on a short-term basis in order to prevent the distress sale of long-term investments.

g) ~~i)~~ To receive, hold and administer all funds contributed to them with respect to the Long Term Disability Plan as a separate trust fund, and in accordance with the following terms:

- i) The Trustees shall receive all contributions paid to them under the Long Term Disability Plan, or for the purpose of the Long Term Disability Fund, in cash or other property acceptable to them.
- ii) The Trustees shall invest or cause to be invested, to the best advantage of the Long Term Disability Fund, all assets under their jurisdiction, having regard to the nature and timing of expected calls upon such a Fund.
- ~~iii) The Trustees shall review the payment from the Long Term Disability Fund of all the benefits payable under the terms of the Long Term Disability Planfund.~~
- iii) ~~iv)~~ The actions of the Trustees shall at all times be construed and enforced according to the laws of Ontario.

h) To receive and hold the Funds of the Other Plans.

i) To make recommendations to the Pension Committee with respect to amendments to the Pension Plan, the Long Term Disability Plan and the Other Plans.

7. The powers, authority and duties of the Pension Office shall be:

- a) To carry out any responsibilities delegated by the Trustees in connection with\* the administration and investment of the Funds\*.



- b) To carry out any responsibilities delegated by the Trustees in connection with the administration of the Pension Plan.
- c) To administer the Long Term Disability Plan and the Other Plans, unless the Pension Committee determines otherwise.
- d) To report to the Trustees and the Pension Committee, as appropriate.
- e) To perform such other functions as are consistent with its objects.
8. ~~7.~~ The Trustees shall report, in writing, to the Pension Committee annually, or as requested, as to the administration and the financial status of the ~~Plans~~ Pension Plan, and the administration and the investment of the Funds.
9. ~~8.~~ ~~Neither the Trustees as a body nor any individual Trustee shall be liable for any~~ None of the following bodies nor any individual member, officer, director or employee thereof: namely, the Trustees, the Pension Committee, the Continuing Education Plan Administrative Unit, the Central Advisory Group, The Endowment Committee of The Anglican Church of Canada, the Pension Office (collectively, the "Affected Persons" and individually, an "Affected Person"), shall be liable for any negligence or honest error of judgement; nor be personally liable for any liability or debt of the Funds contracted or incurred, nor for the non-fulfillment of any contract, nor for any other liability arising in connection with the administration of the Pension Plan, the Long Term Disability Plan or the Other Plans and the administration and the investment of the Funds; provided, however, that nothing herein shall exempt the Trustees or any Trustee an Affected Person ~~from any liability, obligation or debt arising out of acts or omissions done or suffered in bad faith or through gross negligence or willful misconduct. Neither the Trustees nor any Trustee~~ No Affected Person ~~shall be liable for any action taken upon reliance on any instrument, certificate or paper believed by the Trustees~~ Affected Person ~~to be genuine and to be signed or presented by the proper person or persons and shall be under no duty to make investigations nor inquire as to any statement contained in any such document but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained. The Trustees may obtain trustees' and fiduciaries' liability insurance and pay the premium~~ Liability insurance may be obtained for the Affected Persons and the premiums for such insurance paid out of the Pension applicable Fund- or Funds.
10. ~~9.~~ Notwithstanding any other provisions of this Canon, or any other Canon, or of any regulation, it is understood that the Trustees in the management of the Pension Fund shall not at any time act inconsistently with any regulations established by the Minister of National Revenue; under the authority of the Income Tax Act (Canada), the regulations under the Pension Benefits Act, R.S.O. 1990, or any other laws which are applicable ~~to this trust~~, either before or after the execution of this Canon, in respect of approved or registered pension plans.
11. ~~10.~~ No part of the Pension Fund, other than such part as is required to pay taxes, fees, administration costs, and other reasonable expenses, shall be used or diverted to purposes other than for the exclusive benefit of the Members, their beneficiaries or estates.

12. ~~11.~~ The Trustees shall enter into a trust agreements with the ~~General Synod Pension Committee~~ consistent with this Canon.
13. ~~12.~~ a) Members of the Central Advisory Group shall be appointed by the Pension Committee from among its members or otherwise as may be deemed advisable.
- b) The powers, authority and duties of the Central Advisory Group shall be:
- i) To advise the Pension Committee, the Trustees and the Executive Director on matters relating to the Plan Pension Plan, the Long Term Disability Plan and the Other Plans; and
- ii) To carry out any other functions as may be delegated to it by the Trustees and/or the Pension Committee.
14. ~~13.~~ If any provision of this Canon or the Pension Regulations or Long Term Disability Regulations conflicts with a relevant law enacted by the Parliament of Canada or the Legislature of a province or territory, such law shall prevail and until the Canon or Regulations are amended to conform to the law, the ~~Plans and Funds Pension Plan and Pension Fund and the Long Term Disability Plan and Long Term Disability Fund~~ shall be administered as if the provisions of the law were incorporated in this Canon and the Pension Regulations and the Long Term Disability Regulations as the case may be.
15. ~~14.~~ Save as proposed by the Pension Committee, no amendment to this Canon or the Pension Regulations relating to increased benefits shall be voted upon, or enacted by the General Synod or the Council of General Synod, unless eight months' notice thereof shall have been given to the Pension Committee and no motion to amend this Canon or the Pension Regulations shall be considered unless the Trustees certify that the funds to implement such amendment are available in the Pension Fund or, in the alternative, some other source of the funds is specified in the motion. Notwithstanding the foregoing, the Council of General Synod may approve improvements in benefits proposed by the Pension Committee upon the advice of an Actuary that there are sufficient monies in the Pension Fund to provide for such improved benefits.
16. ~~15.~~ Save as proposed by the Pension Committee, no amendment to this Canon or the Long Term Disability Regulations relating to increased benefits under the Long Term Disability Plan shall be voted upon, or enacted by the General Synod or the Council of General Synod unless eight months' notice thereof shall have been given to the Pension Committee and no motion to amend this Canon or the Long Term Disability Regulations shall be considered unless the Trustees certify that the funds to implement such amendment are available in the Long Term Disability Fund or, in the alternative, some other source of the funds is specified in the motion.
17. Notwithstanding any other provision of this Canon, if proposed by the Pension Committee and approved in accordance with Section 4. b) of this Canon, long term disability benefits may be provided through a group insurance policy with a third party insurer.
18. Notwithstanding any other provisions of this Canon,

- a) if at any date the General Synod ceases to exist (“the transition date”), the following transition rules apply:
- i) Any reference to “Pension Committee” shall mean a committee consisting of the persons who, immediately before the transition date, served as members of the Pension Committee of the General Synod. Such committee shall report to the Office of the Primate, who shall have the power and authority to remove and appoint members of such committee from time to time.
  - ii) “Trustees” or “Board of Trustees” means the persons who were appointed as Trustee in accordance with sections 4. a) and 5 of this Canon immediately prior to the transition date. The Pension Committee shall have the power and authority to remove and appoint members of the Board of Trustees from time to time.
  - iii) Any reference in the Pension Plan, the Long Term Disability Plan, or the Other Plans, to the duties or responsibilities of the General Synod or the Council of the General Synod shall be read as a reference to the person holding the Office of Primate.
  - iv) In the event that Canon VIII of the General Synod ceases to have force and effect, all provisions thereof immediately prior to the transition date which relate to the operation and administration of the Pension Plan, the Long Term Disability Plan, the Other Plans, and the Funds shall be considered to be part of the relevant Plans and Funds, subject to such changes as are necessary to achieve consistency with these transition rules.
- b) For purposes of determining the “transition date” under this section 18. b), the General Synod will be deemed to have ceased to exist upon the occurrence of any of the following events:
- i) Dissolution – The General Synod is wound up, dissolved or liquidated under any law or otherwise, or becomes subject to any provision of the Winding-Up and Restructuring Act (Canada) which has the effect of removing management or control of its functions from the General Synod, or has its existence terminated in any other manner;
  - ii) Insolvency – The General Synod makes a general assignment for the benefit of its creditors or is declared or becomes bankrupt under the Bankruptcy and Insolvency Act (Canada);
  - iii) Appointment of Trustee or Receiver – Any interim receiver, receiver, receiver and manager, custodian, sequestrator, administrator or liquidator or any other person with similar powers is appointed in respect of the General Synod, or the General Synod’s property, assets and undertaking (“Property”) which has the effect of removing management or control of its functions from the General Synod;

- iv) Enforcement Against General Synod Property – Any holder of any security interest, mortgage, lien, charge, claim, trust or encumbrance enforces against, delivers any notices relating to its rights or its intention to enforce against, or becomes entitled to enforce against, or otherwise takes possession of, the Property or the interest of the General Synod therein, or any part thereof which has the effect of removing management or control of its functions from the General Synod; or
- v) Loss of Control – The General Synod, for any other reason, fails to remain in management and control of its functions.

Draft: February 26, 2004

CANON IX

Effective Jan. 1, 2005

LAY RETIREMENT PLAN

1. The Lay Retirement Plan (or the “Plan”) is established to provide Pensions for lay employees of the Church who are not members of the General Synod Pension Plan.
2. There shall be a fund established in conjunction with the Plan under a written trust agreement in Canada, which fund shall be designated as ~~“The the~~ “Lay Retirement Fund”, for the purpose of providing benefits in accordance with this Canon and the Regulations. The Lay Retirement Fund shall be composed of the monies received from the Participating Employers and Members, transfers and other amounts for provision of Plan benefits together with interest, dividends, earnings, accumulations and accretions, less the amounts expended in the payment of Plan benefits and the expenses of administration of the Plan and the Lay Retirement Fund.
3. All provisions of Canon VIII (General Synod Pension and ~~Income Continuance Benefit~~ Plans) related to the Pension Plan and Pension Fund as defined in Canon VIII shall apply to the Lay Retirement Plan and the Lay Retirement Fund, except that, when applied to the Lay Retirement Plan and the Lay Retirement Fund, the following definitions shall apply:
  - i. “Participating Employer” shall mean any Parish or organization admitted to participation in the Lay Retirement Plan;
  - ii. “Pension Fund” shall mean “the Lay Retirement Fund” as described in section 2 of this Canon;
  - iii. “Pension Plan” ~~and “Plan”~~ shall mean “the Lay Retirement Plan” as governed by this Canon and the Regulations;
  - iv. “Pension Regulations” shall mean the Regulations establishing the terms of the Lay Retirement Plan and providing for the administration thereof; ~~and~~

~~and the provisions of Canon VIII related to the Long Term Disability Plan and the Long Term Disability Fund as defined in Canon VIII shall have no application under this Canon~~

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## CANON XII

Effective Jan. 1, 2005

CONTINUING EDUCATION PLAN**1. Continuing Education Plan of The Anglican Church of Canada**

- a) There shall be a plan to provide resources for continuing education of the clergy and lay workers who are members of the plan.
- b) The plan shall be called the “Continuing Education Plan of The Anglican Church of Canada” and is hereinafter referred to as the “Continuing Education Plan” or the “Plan”.
- c) The administrator of the Continuing Education Plan shall be the Pension Office unless the Pension Committee determines otherwise.

**2. Continuing Education Fund of The Anglican Church of Canada**

- a) There shall be a fund designated as the “Continuing Education Fund of The Anglican Church of Canada”, hereinafter referred to as the “Continuing Education Fund” or the “Fund”, for the purpose of providing benefits in accordance with the regulations approved by the Council of General Synod.
- b) The Continuing Education Fund shall be provided by assessment on congregations or other salary paying sources and upon members.

**3. Membership**

- a) Bishops and members of the clergy who are on the register of a participating diocese, organization, or the national office, shall be members of the Continuing Education Plan and shall be subject to the provisions of Canon XII and its regulations.
- b) Lay workers in paid Church employment, upon application by the lay worker and the employer, with the approval of the appropriate diocese or organization or office, may become members of the Continuing Education Plan.
- c) Persons who become eligible for entry to the pPlan after reaching sixty years of age may choose not to join the pPlan.
- d) When a member ceases paid employment in the Church, the membership may be terminated.

- e) Membership originates on the first day of any month. An applicant becomes eligible for membership at the beginning of the first month after the date of the commencement of continuous employment.

#### 4. Administrative Unit

- a) There shall be a Continuing Education Plan Administrative Unit responsible for the operation of the pPlan, subject to the authority of the Council of General Synod. It shall report to the Council of General Synod through the Pension Committee.
- b) The Continuing Education Plan Administrative Unit shall consist of:
- ~~i — the staff member responsible for the administration of the plan, hereinafter called the administrator;~~
  - i ~~ii~~ the Executive Director of Pensions or the Deputy Director of Pensions; and
  - ii ~~iii~~ five members of the pPlan appointed by the Pension Committee at its first meeting following each regular session of the General Synod and as vacancies occur.
- c) The functions of the Unit shall be: to advise the administrator on matters of policy; to authorize payment of special and sabbatical grants; and expenses incurred in the administration of the pPlan; and, from time to time, to propose changes in regulations to the Council of General Synod Pension Committee.
- d) The Administrative Unit may delegate authorization of the payment of special and sabbatical grants and expenses to the administrator.

#### 5. Policy and Regulations

- a) The policy and operation of the pPlan shall be governed by the regulations appended to this Canon.
- b) The Council of General Synod may from time to time alter or replace the said regulations or any of them or make new regulations. The regulations or amendments thereto shall become effective from the date of approval by the Council of General Synod and shall remain in effect until the next session of the General Synod, at which time they will cease to be in effect unless confirmed by General Synod.

#### 6. Collection and Disbursement of Funds

- a) Salary paying sources shall collect members' assessments and remit them together with their own assessments to the Pension Committee administrator on behalf of the Trustees.

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- b) ~~The Continuing Education Funds shall be invested in the Consolidated Trust Fund of The Anglican Church of Canada or in such other fund as the Pension Committee considers appropriate.~~ Fund shall be held by the Trustees appointed pursuant to Canon VIII.
- c) Payments out of the ~~f~~Fund for ordinary benefits to members shall be authorized by the administrator.
- d) Withdrawals from the ~~f~~Fund for special and sabbatical grants and to defray expenses incurred in the administration of the ~~plan~~Plan and the Fund shall be authorized by the Administrative Unit, or the administrator if so delegated.
- e) ~~The Pension Committee shall have authority to draw from the fund expenses incurred in the administration and care of the fund.~~

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**CANON VIII GENERAL SYNOD PENSION & INCOME CONTINUANCE PLANS**

**REGULATIONS**

**1. DEFINITIONS**

In these Regulations, the terms defined in section 1 b) of Canon VIII shall have the meanings ascribed therein, and

1. **"Active Service"** refers to the service of any Member with respect to which Contributions are made pursuant to Regulation 3;
2. **"Applicable Pension Legislation"** means that the Income Tax Act (Canada) and Regulations thereunder, the Pension Benefits Act (Ontario) and Regulations thereunder and other similar legislation applicable to the Plan with respect to some or all Members.
3. **"Back Service"** means the years served after ordination or after employment by any Church organization and before being enrolled in the Plan for which no funds were transferred to the Plan from any other pension program;
4. **"Child"** means a person who is the natural or legal child of a Member, is dependent on the Member for support, and is:
  - (a) less than eighteen years of age, or
  - (b) eighteen or more years of age but less than twenty-five years of age, and:
    - (i) in full-time attendance at a school or university, or
    - (ii) totally disabled, as determined by the Trustees;
5. **"Continuous Service"** means that period of unbroken employment of a person by any Participating Employer. For purposes of this definition, periods of approved leave of absence do not constitute a break in employment;
6. **"Contributions"** means the contributions required pursuant to Regulation 3;
7. **"Interest"** means interest credited on a Member's Contributions at the rate or rates as may be declared by the Trustees from time to time. Notwithstanding the above, the interest to be credited shall be at a rate not less than that prescribed and calculated in the manner prescribed in Applicable Pension Legislation;

8. **"Normal Retirement Date"** means the first day of the month following the Member's sixty-fifth birthday or following completion of forty Years of Contributory Membership, whichever is earlier;
9. **"Partner"** means a person who is either of the following:
- (a) the "Spouse" of the Member, defined as a person of the opposite sex to the Member who is married to the Member and not living separate and apart, or
  - (b) the "Domestic Partner" of the Member defined as a person of either sex who, although not married to the Member, is living with the Member in a relationship (hereinafter called a "Cohabitational Relationship") which is of a conjugal nature, and which
    - (i) has been continuous for a period of at least three years, or
    - (ii) is of some permanence, if they are jointly caring for a child who is their natural or adoptive child, all applicable terms being as defined in the Family Law Act, R.S.O. 1990, c. F.3, Ontario and any successor legislation as amended from time to time,

provided that not more than one person may be considered as a Partner of any Member hereunder at any one time and, in the event of more than one person having claims to be such, the determination of the Trustees as to which person shall be the Partner, on the basis of evidence available to them which they consider sufficient for the purposes of the determination, shall be final;

**NOTE: The above definition is provided for the sole purpose of ensuring that benefits may be paid as required by applicable Federal or Provincial law; in no way does it change Canon XXI entitled "On Marriage in the Church"**

10. **"Pension"** means any payment of benefits made under the terms of the Plan;
11. **"Plan"** means the General Synod Pension Plan as governed by Canon VIII and these Regulations;
12. **"Salary"** means the remuneration of the Member for Pension purposes and shall be composed of the aggregate of:
- (a) The total stipend or remuneration received from the Participating Employer;
  - (b) Income received by the Member by virtue of office or appointment from endowments, trusts and/or grants and other sources; and

- (c) If the Member is ordained, the amount determined by the Diocese to be the value of housing, but not less than 50% of items in sections (a) and (b) above, and provided that any increase in the amount determined by a Diocese to be the value of housing, is subject to approval by the Pension Committee;
  - (d) Should the Administrator determine, at the beginning of any calendar year after 1991, that it is not reasonable to expect that the total contributions to be paid in that year pursuant to Regulation 3 based on "Salary" as defined herein will not exceed 18% of the compensation paid to Members by Participating Employers, the Administrator shall modify the determination of "Salary" pursuant to paragraphs (c) and (d) so as to ensure that the registration of the Plan under the Income Tax Act (Canada) will not be subject to revocation.
13. **"Y.M.P.E."** means the Year's Maximum Pensionable Earnings as defined in the Canada Pension Plan;
14. **"Years of Contributory Membership"** means the number of complete months in respect of which the appropriate pension Contributions have been paid into the Pension Fund, divided by twelve, and includes years of participation in any pension plan in the Anglican Communion and years of Back Service purchased pursuant to Regulation 12.

## 2. ELIGIBILITY AND MEMBERSHIP

Amended Mar. 2004  
effective Jan. 1, 2004

1. All Bishops and members of the clergy on the register of a Diocese which is a Participating Employer, and in receipt of Salary shall be Members except as provided under sections 4, 4A and 5 of this Regulation and shall for the purpose of the Plan be considered to be employed by the said Diocese.

Amended Mar. 2004  
effective Jan. 1, 2004

2. All lay employees of a Participating Employer shall be Members except as provided under sections 3, 4, 4A and 5 of this Regulation.

3. A Participating Employer may exclude from membership in the Plan a part-time lay employee unless, in each of the two consecutive calendar years immediately prior to membership, the employee:

- (a) has been employed for a minimum of 700 hours, or
- (b) has received earnings of at least 35% of the Y.M.P.E.

4. The Pension Committee may, at its sole discretion, exempt from membership any person otherwise required to become a Member provided that there is set forth in full in the application for the exemption:

- (a) the grounds upon which the exemption is sought; and
- (b) a statement from the person's employer:
  - (i) concurring with the application; and
  - (ii) confirming that neither the employer nor the person will benefit monetarily or otherwise by virtue of the non-membership.

The application must be concurred in by the diocesan Bishop or the Primate and by the person concerned.

Amended Mar. 2004  
effective Jan. 1, 2004

4A. Notwithstanding sections 1 and 2 of this Regulation, no person, other than a person who is already a Member in Active Service, who is employed by a Participating Employer pursuant to a contract of employment or appointment for a term of less than twelve months, shall be eligible to become a Member.

- 5.(a) An ordained Member of the Plan, who leaves to become employed by another employer may continue membership in this Plan provided that
  - (i) the Member is not a member of a pension plan sponsored by that employer; and
  - (ii) the new employment requires that the Member must be ordained;

and

- (iii) the Member and the employer make contributions to this Plan pursuant to Regulation 3

and, for purposes of the Member's period of membership in relation to such employment, the employer shall be a Participating Employer.

- (b) A member of a pension plan of another church which is in communion with this Church, who transfers to employment with a Participating Employer may, with the approval of the diocesan Bishop or the Primate, apply to the Trustees for permission to remain a member of the other plan. The Trustees may grant such approval on determining that it is in the Member's interest.

6. No person, exempted or excluded from membership in the Plan, nor any Spouse, Domestic Partner or Child of the person shall have any claim to any benefit under the Plan.
7. All persons eligible for membership in the Plan who are aged under 65 years shall be enrolled in the General Synod Long Term Disability Plan established as of January 1, 1992 and/or the Long Term Disability Plan established on January 1, 1994 to replace the disability benefits previously included in the Plan.
8. In the event the Trustees determine that, as of a specified date, a Participating Employer has ceased to satisfy the eligibility criteria for a Participating Employer set out in Canon VIII, has ceased to comply with the terms of its participation as agreed to by the Pension Committee or has ceased to comply with the terms of Canon VIII or the Plan:
  - (a) no Contributions shall be paid by the Participating Employer or by Members employed by the Participating Employer in respect of Members' service on or after the specified date;
  - (b) the Active Service and Years of Contributory Membership of Members employed by the Participating Employer shall continue to accrue until their employment by the Participating Employer terminates or they commence receipt of Pension, if earlier; and
  - (c) the Trustees may, in their sole discretion and subject to such terms as they consider appropriate and to Applicable Pension Legislation, authorize the transfer of assets and liabilities pertaining to Members employed by the Participating Employer to a pension plan established by the Participating Employer, in full settlement of such Members' rights under the Plan.

### 3. CONTRIBUTIONS

Revised  
Nov. 2003  
effective Jan. 1,  
2004

1. The Contributions required from each Participating Employer shall be ~~10% of Salary~~ as follows for all Members in Active Service:
  - i) Effective January 1, 2004: 10% of Salary
  - ii) Effective January 1, 2005: 10.5% of Salary
  - iii) Effective January 1, 2006: 11.2% of Salary
2. (a) Effective January 1, 1994, the Pension Contributions required from the Member in Active Service shall be 2.2% of Salary;  
(b) The Contributions to the Long Term Disability Plan shall be:
  - (i) Effective January 1, 1992 : 0.8% of Salary
  - (ii) Effective January 1, 1994 : 1% of Salary
  - (iii) Effective January 1, 1996 : 1.2% of Salaryor such percentages as determined from time to time by the Pension Committee.
3. It shall be the responsibility of the Participating Employer to remit to the Pension Fund the Contributions required pursuant to sections 1 and 2 of this Regulation with respect to each month within thirty days following the end of the month. Interest at a rate determined by the Trustees shall be charged on any contributions which are not remitted before the due date and until paid.
4. Notwithstanding the foregoing, no Contributions shall be made in respect of a Member ~~who is in receipt of Pension or~~ after the December 31 coincident with or next following the Member's attainment of the age of sixty-nine years.

Revised Effect.  
Nov. 1, 2001

## **4. RETIREMENT**

### **1. Normal Retirement**

A Member may retire on the Member's Normal Retirement Date and receive a Pension calculated in accordance with Regulation 5.1 accruing from the Member's Normal Retirement Date.

### **2. Early Retirement**

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

### **3. Deferred Retirement**

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

## **5. RETIREMENT BENEFIT**

### **1. Normal Retirement Pension**

The amount of annual Pension payable on normal retirement pursuant to Regulation 4.1 shall be the sum of:

- (a) the amount accrued prior to December 31, 1960 determined in accordance with the provisions of the Plan in effect on that date;
- (b) for Years of Contributory Membership after December 31, 1960, percentages of Salary in accordance with the following table:

1961 to 1972	-	1.5%
1973 to 1975	-	1.6%
1976 to 1978	-	1.7%
1979 to 1980	-	1.8%
1981 to 1982	-	1.85%
1983 to 1996	-	1.9%
1997 to 2003 <del>6</del>	-	2.0%
2004 <del>7</del> and later	-	1.9%

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

### **2. Early Retirement**

The amount of annual Pension payable on early retirement pursuant to Regulation 4.2 shall be the amount determined in accordance with section 1 of this Regulation but reduced as follows:

- (a) if the Member was in Active Service immediately prior to retirement, by
  - (i) one quarter of one percent for each month or part of a month not exceeding 60 months by which the actual date of retirement precedes the earlier of
    - (A) the Member's Normal Retirement Date, or
    - (B) the date on which the Member would have completed thirty-five Years of Contributory Membership, if the Member's Contributory membership in the Plan had continued until that date,

**Revised Nov. 2003  
effective Jan. 1, 2004**



plus

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

### **3. Deferred Retirement**

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

### **4. Maximum Pension**

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

### **5. Optional Form of Pensions**

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

shall become void in the event of the death of the Member's Partner prior to the Member's retirement.

- (c) On the death prior to retirement of a Member who made an election pursuant to Regulation 5.5(b) that has not become void, the Member shall, for purposes of Regulation 5.5(b) and Regulation 8, be deemed to have retired pursuant to Regulation 4.3 immediately prior to the Member's death and to have been in receipt of Pension on the date of death.

#### **6. Additional Pension**

Amounts of Pension provided by additional contributions pursuant to Regulation 14 are payable in addition to the amounts determined in accordance with this Regulation 5.

#### **7. Cessation of Pension**

Pension payable pursuant to this Regulation shall cease at the end of the month in which the Member dies.

#### **8. Requirement to Provide Survivor Benefits**

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

#### **9. Re-employment after Retirement**

- (a) The provisions of this Regulation 5.9 apply to a Member in receipt of Pension who enters the employment of a Participating Employer (herein referred to as a "Re-employed Member"), and take precedence over the provisions of the Plan that would otherwise apply.
- (b) Subject to Regulation 5.9(c), no Contributions shall be made by a Re-employed Member or by such Member's employer, and no additional Pension shall accrue to such Member as a result of employment after the commencement of receipt of Pension.
- (c) Where both the Re-employed Member and the Member's Employer so request in writing, and subject to Regulation 3.4, the Re-employed Member and the Member's Employer may contribute to the Plan in accordance with Regulation 3, and in such event the following provisions apply:
  - (i) The Pension otherwise payable to the Member shall be suspended for any month in respect of which Contributions are payable to the Plan by the Member and the Member's Employer.

- (ii) When the Member's employment by a Participating Employer ceases, or Contributions cease to be paid by the Member and the Member's Employer, payment of the Member's Pension shall be reinstated accruing from the beginning of the month next following the cessation of Contributions, and the amount of Pension otherwise payable shall be increased to an amount equal to:
- (A) the amount of Pension payable to the Member immediately before the suspension of the Member's Pension pursuant to Regulation 5.9(c)(i); plus
- (B) any increase in such amount of Pension which would have applied during the period of re-employment if the Member's Pension had not been suspended; plus
- (C) an amount with respect to Salary in the period of re-employment during which Contributions were paid, determined in accordance with Regulation 5.
- (iii) A Member's re-employment shall not adversely affect the entitlement of any person to any Surviving Partner's Allowance pursuant to Regulation 8, in respect of the Pension payable with respect to the Member's membership in the Plan prior to re-employment.
- (iv) In the event of the death of a Member during the period of re-employment, the death benefits payable, if any, shall be determined as though the Member had ceased to be employed and had resumed receipt of Pension immediately prior to the Member's death.
- (d) The foregoing provisions shall not affect any Pension payable to a person as a Surviving Partner's Allowance in the event of such person's employment by a Participating Employer.

## **6. DISABILITY BENEFIT**

### **1. Benefits During Period of Disability**

On the disability of a Member in Active Service:

- (a) Contributions shall not be required from the Member's employer or from the Member pursuant to Regulation 3 during the period of disability;
- (b) the Member's Active Service and Years of Contributory Membership shall be deemed to continue during the period of disability;
- (c) the Member shall continue to accrue Pension throughout the period of disability pursuant to Regulation 5.1 and, for this purpose, the Member's annual Salary during the period of disability shall be deemed to be equal to the Salary of the Member during the 12 calendar months immediately preceding the month in which the disability commenced.

### **2. Period of Disability**

- (a) For purposes of this Regulation, a Member shall be considered to be disabled if the Member is prevented prior to the Member's Normal Retirement Date by a physical or mental impairment from carrying out the Member's normal duties, and with respect to such impairment:
  - (i) the Member is in receipt of a disability income benefit under the General Synod Long Term Disability Plan: or
  - (ii) the Member is in receipt of disability income benefits under any disability income plan arranged by the Member's employer and administered by an insurance company licensed to conduct business in Canada; or
  - (iii) the Member is in receipt of disability benefits under the Canada Pension Plan or the Quebec Pension Plan.
- (b) A Member's period of disability shall be deemed to commence on the later of the date on which the Member becomes disabled in accordance with Regulation 6.2(a) or the date as of which the Member's employer ceases to remit Contributions pursuant to Regulation 3.

- (c) A Member's period of disability shall be deemed to cease on the earliest of:
  - (i) the date on which the Member ceased to be disabled in accordance with Regulation 6.2(a);
  - (ii) the date on which the Member dies;
  - (iii) the Member's Normal Retirement Date.

### **3. Election to Terminate Active Service**

Notwithstanding Regulation 6.1, a Member who becomes disabled and ceases to be employed by a Participating Employer may, within 60 days following termination of employment, elect in writing to terminate Active Service as of the date of termination of employment, in which event:

- (a) the Member shall be entitled to benefits pursuant to Regulation 10; and
- (b) the Member shall not be entitled to benefits in accordance with Regulation 6.1 with respect to any period of disability subsequent to the date of termination of employment.

### **4. Evidence of Disability**

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

## **7. LUMP SUM DEATH BENEFIT**

### **1. Death of a Member in Active Service**

On the death of a Member in Active Service,

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

### **2. Death of a Member in Receipt of a Pension**

On the death of a Member in receipt of a Pension,

- (a) if a surviving Partner's allowance is payable pursuant to Regulation 8, no lump sum benefit is payable;

- (b) if no surviving Partner's allowance is payable pursuant to Regulation 8, the Member's beneficiary shall receive a lump sum equal to the Member's Contributions pursuant to Regulation 3.2 together with Interest, less the total Pension paid to the deceased Member.

3. **Reserved.**

4. **Death of a Surviving Partner**

On the death of a Partner in receipt of a surviving Partner's allowance, the estate of the deceased surviving Partner shall receive a lump sum equal to the Member's Contributions pursuant to Regulation 3.2 together with Interest, less the total Pension paid to the deceased Member and the surviving Partner.

5. **Designation of Beneficiary**

- (a) A Member may, by written notice to the ~~Administrator~~ Executive Director or through a will, designate or appoint a beneficiary to whom, in the event of death, shall be paid any death benefits under this Regulation. Provided there is no legal or other restriction to the contrary, such Member may from time to time revoke or alter the designation or appointment, without the consent of the former beneficiary. In the absence of an effective designation of a beneficiary, or if the designated beneficiary predeceases the Member, the Member's estate shall be considered as the beneficiary for the purposes of the Plan.
- (b) Where a deceased Member has a Partner at the time of the Member's death, death benefits shall be paid to the Partner to the extent required by Applicable Pension Legislation, notwithstanding any other beneficiary designation made by the member, unless the Partner submits a waiver of rights to such benefits in a form acceptable under Applicable Pension Legislation.

Amended Mar. 2004  
effective Jan. 1, 2005

## **8. SURVIVING PARTNER'S ALLOWANCE**

### **1. Death of a Member in Active Service**

On the death of a Member in Active Service who had at least five years of contributory membership, the surviving Partner of the Member shall receive a surviving Partner's allowance equal to 60% of the Pension accrued by the Member to date pursuant to Regulation 5.1.

### **2. Death of a Member in Receipt of Pension**

- (a) Except as otherwise provided in Regulation 5.5, on the date of the death of a Member in receipt of a Pension pursuant to Regulation 4, if the Member's Partner at the Member's retirement date is living, the Partner shall receive a surviving Partner's allowance equal to 60% of the Pension being paid to the Member at date of death.
- (b) If at the time of retirement, a Member has been married for less than five years and the Partner is more than ten years younger than the Member, the Member's Pension shall be reduced, as determined by the Trustees on the advice of the Actuary, in order to provide a surviving Partner's allowance pursuant to section 2(a) of this Regulation. The Member and the Member's Partner may jointly waive the Partner's entitlement to the surviving Partner's allowance, in which event the Member's Pension shall not be reduced and shall cease on the Member's death.
- (c) If a Member shall marry while in receipt of a Pension pursuant to Regulation 4, and
  - (i) the Member had five or more Years of Contributory Membership at time of retirement, and
  - (ii) no former Partner of the Member would be eligible to receive the surviving Partner's allowance on the death of the Member,

the Member may elect within six months after the date of marriage to receive a reduced Pension, as determined by the Trustees on the advice of the Actuary, in order that the new Partner may be eligible to receive the surviving Partner's allowance pursuant to section 2(a) of this Regulation.



This election once made is permanent and irrevocable. If no election is made, the surviving Partner of the Member shall not be entitled to a Pension.

**3. Death of a Member in Receipt of Disability Pension**

On the death of a Member in receipt of a disability Pension from the Plan, if the Member's Partner at the date such disability pension commenced is living, the Partner shall receive a surviving Partner's allowance equal to 60% of the Pension being paid to the Member at the time of death.

**4. Commencement and Cessation of Surviving Partner's Allowance**

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

## **9. CHILDREN'S ALLOWANCE**

### **1. Reserved**

2. An allowance of \$120.00 per month shall be paid on behalf of each Child of a deceased Member. This allowance shall be reduced to \$100.00 per month upon the Child's 18th birthday.
3. Where a Member has died and no surviving Partner's allowance is being paid, a portion of the surviving Partner's allowance that would otherwise be payable may, at the discretion of the Trustees, be paid in addition to any allowances payable pursuant to this Regulation.
4. If the Member was inactive at the time of death or retirement, Children's allowances shall be determined pursuant to Regulation 11.6.

### **5. Payment of Children's Allowance**

Children's allowance pursuant to this Regulation 9 shall be paid to:

- (a) Reserved.
- (b) the surviving parent of the Child on behalf of the Child, where the Member is deceased and a surviving Partner's allowance is being paid, or
- (c) to the person who has legal custody of the Child on behalf of the Child, where neither parent of the Child is living.

Notwithstanding the foregoing, where the Child has attained the age of eighteen years the allowance may, at the discretion of the Trustees, be paid to the Child.

### **6. General**

Children's allowances shall cease at the end of the month:

- (a) in which the individual on whose behalf the allowance is payable ceases to be a Child pursuant to Regulation ~~4.3~~ 1.4, or

Amended May 2002

(b) in which the Child dies.

7. A Child born or adopted after a Pension has been granted to a Member is not eligible for Children's allowance.
8. (a) The total amount of Pension payable on the death of a Member in Active Service to a surviving Partner pursuant to Regulation 8 and on behalf of Children pursuant to Regulation 9 shall not exceed the sum of:
  - (i) the Member's accrued Pension determined in accordance with Regulation 5.1; plus
  - (ii) the lesser of:
    - (A) the Pension accrued by the Member in the year preceding the date of death multiplied by the number of years by which the date of death precedes the Member's Normal Retirement Date, and
    - (B) the excess, if any, of 150% of the Y.M.P.E. for the year in which the death occurs over the amount determined in accordance with Regulation 9.8(a)(i);

The total amount of Pension payable on the death of a Member in receipt of Pension (other than such a Member who made an election pursuant to Regulation 5.5) to a surviving Partner pursuant to Regulation 8 and on behalf of Children pursuant to Regulation 9 shall not exceed the amount of Pension being paid to the Member immediately prior to death; and, where necessary, the Children's allowances paid pursuant to Regulation 9 shall be reduced to the extent necessary to avoid contravening this Regulation 9.

9. The amount of allowance payable to any Child shall not exceed:
  - (a) in the case of the Child of a deceased member who was in receipt of Pensions, 66 2/3% of the amount payable to the deceased member immediately prior to death; or
  - (b) in the case of the Child of a deceased Member in Active Service, 66 2/3% of the amount determined pursuant to Regulation 9.8(a); or
  - (c) in the case of the Child of a deceased inactive Member, 66 2/3% of the amount determined pursuant to Regulation 9.8(a)(i).

## **10. TERMINATION OF ACTIVE SERVICE**

### **1. In the event of a Member's termination of Active Service:**

- (a) if the Member has had less than two years of Continuous Service, the Member shall receive a lump sum payment equal to the Member's Contributions pursuant to Regulation 3.2, together with Interest;
- (b) if the Member has had at least two years of Continuous Service and the annual amount of the Member's accrued Pension is less than 2% of the Y.M.P.E., the Member shall receive a lump sum payment equal to the greater of:
  - (i) the Member's Contributions pursuant to Regulation 3.2, together with Interest, or
  - (ii) the commuted value of the accrued Pension;
- (c) if the Member has had at least two years of Continuous Service and does not receive a lump sum settlement under section 1(b) of this Regulation, the Member shall become an inactive Member of the Plan in accordance with the terms of Regulation 11.

### **2. A Member who has become an inactive Member in accordance with section 1(c) of this Regulation and who is not then eligible to retire pursuant to Regulation 4 may elect to have the commuted value of the accrued Pension transferred to:**

- (a) a retirement savings arrangement;
- (b) the registered pension plan of a successor employer if the administrator of the successor employer's pension plan agrees to accept the transfer; or
- (c) a licensed life insurance company for the purchase of a life annuity that will not commence more than ten years prior to the Member's Normal Retirement Date;

subject to compliance with Applicable Pension Legislation.

### **3. When settlement is made under sections 1(a), 1(b) or 2 of this Regulation, the Member's membership in this Plan shall cease and no further benefits shall be payable hereunder.**

Revised Nov. 2003  
effective Jan 1,  
2003

New section Nov.  
2003 effective Jan  
1, 2003

4. (a) Where a Member's employment by a Participating Employer terminates upon the Member becoming an employee of another Participating Employer, the Member's Active Service shall be deemed not to have terminated.  
  
(b) Where a Member's employment by a Participating Employer terminates upon the Member becoming an employee of a participating employer in the Lay Retirement Plan of the Anglican Church of Canada, the Member's Active Service shall be deemed not to have terminated. However, the member's active service shall be deemed to terminate in the event the Member subsequently ceases to be employed either by such an employer or by any Participating Employer.
5. In the event of a Member, who ceases participation, continuing to provide service to a Participating Employer, for the purposes of this Regulation 10 only, the active service of the Member shall be deemed not to have been terminated until the earlier of the date the Member commences receipt of Pension or the Member's Participating Employer declares that the services have ceased to be provided.
6. For the purposes of this Regulation 10 only, a Member's Active Service shall, except as provided under Regulation 6, terminate on the earlier of:
  - (a) the date 24 months after the end of the last month for which Contributions were payable with respect to the Member under Regulation 3; or
  - (b) the date as of which the Member makes application for benefits under Regulation 5 or under sections 1(a), (b) or 2 of this Regulation.

## **11. INACTIVE MEMBERS**

1. When a Member has become inactive in accordance with Regulation 10.1(c), has not received a settlement in accordance with Regulation 10.2 and has not returned to Active Service, the Member shall be entitled to benefits in accordance with this Regulation.

2. **Retirement Benefit**

Upon the retirement pursuant to Regulation 4 of an inactive Member, there shall be payable a Pension calculated in accordance with the terms of Regulation 5.

3. **Disability Benefit**

No disability benefit shall be payable to an inactive Member who becomes disabled after the date on which the Member's Active Service terminates.

4. **Lump Sum Death Benefit**

In the event of the death of

- (a) an inactive Member;
- (b) Reserved;
- (c) the surviving Partner of a deceased inactive Member,

the lump sum death benefit will be calculated in accordance with the terms of Regulation 7.

5. **Surviving Partner's Allowance**

- (a) On the death, prior to retirement pursuant to section 2 of this Regulation, of an inactive Member who had at least five Years of Contributory Membership, the surviving Partner of such Member shall receive a surviving Partner's allowance equal to 60% of the Pension accrued by the Member pursuant to Regulation 5.1.
- (b) Except as provided in section 5(c) of this Regulation, on the death of an inactive Member in receipt of a Pension, if the Member's Partner at the Member's retirement date is still living, such Partner shall receive a surviving Partner's allowance calculated in accordance with the terms of Regulation 8.2.

- (c) Notwithstanding the foregoing, and subject to section 5(d) of this regulation, the surviving Spouse's allowance, if any, payable on the death of an inactive Member whose Active Service terminated prior to January 1, 1988, shall be payable in accordance with the provisions of the Plan that were in effect as of December 31, 1987.
- (d) Effective January 1, 2000, section 5(c) of this Regulation shall not apply if the Member referred to in section 5(c) has, on the date of the Member's death prior to retirement or on the Member's retirement date, a Partner who is not the same person as the Spouse on the date of the Member's termination of Active Service, determined in accordance with the provisions of the Plan then in effect.

## **6. Children's Allowance**

The surviving Partner of a deceased inactive Member shall be eligible to receive Children's allowances under the same terms and conditions as described in Regulation 9, provided that:

- (a) any allowance described in Regulation 9 shall be multiplied by the ratio of the Member's number of Years of Contributory Membership to the number of years from the Member's date of entry into the Plan to the Member's Normal Retirement Date, provided that this reduction in children's allowance shall not apply if the Member is eligible for early retirement, pursuant to Regulation 4.2, and has at least ten Years of Contributory Membership on the date on which the member's Active Service Terminated.
- (b) no Child born or adopted after the Member's Active Service has terminated shall be eligible for Children's allowance.

## **12. PURCHASE OF ADDITIONAL PENSION**

1. (a) Subject to Regulation 12.7, a Member, upon entering the Plan, may purchase additional Pension with respect to the Member's Back Service, if any.
- (b) Pension may not be purchased with respect to Back Service where the purchase could result in the Member accruing forty Years of Contributory Membership prior to attaining the age of sixty-five years.
- (c) Reserved.
2. (a) The Member shall either pay for the Back Service in a lump sum at the time of entry or enter into an agreement with the Trustees to purchase the Back Service over a period of time not exceeding the lesser of five years, or the period ending one year prior to the Member's Normal Retirement Date.
- (b) Where the purchase is paid over a period of years, the payment shall include interest on the unpaid portion at a rate to be determined by the Trustees.
3. The Participating Employer of a Member may undertake to pay a portion of the cost of the Back Service, provided that the Member shall pay no less than three-thirteenths of the cost.
4. (a) In the event of the death of a Member who has entered into an agreement to purchase Back Service and where the purchase has not been completed, the survivor's benefit, if any, shall be based on the accrued Pension at the time of death, taking into account the amount of Back Service purchased to that date.
- (b) In the event of the disability of a Member who has entered into an agreement to purchase Back Service and where the purchase has not been completed, the subsequent Pension and survivor's benefit, if any, shall be based on:
  - (i) the accrued Pension at the time of disablement, taking into account the amount of Back Service purchased to that date; and
  - (ii) the Pension that accrues during the period of disability pursuant to Regulation 6.1(c).



5. (a) Subject to Regulation 12.7, the Participating Employer of a Member may purchase additional Pension for a Member at the time of the Member's actual retirement.
  - (b) The amount of this additional Pension shall be as determined by the Participating Employer subject to Regulation 12.7.
  - (c) The form of payment of Pension shall be the same as the form of the Member's Pension otherwise payable.
  - (d) The Participating Employer shall pay in one sum the purchase price for the additional Pension.
  - (e) The Participating Employer shall supply to the Administrator a certified copy of the instrument authorizing the purchase of the additional Pension. The Administrator shall not be required to investigate further the authority for the purchase and shall not be liable in any manner for a purchase made without proper authorization.
6. The purchase of additional Pension shall be on the basis of the tables prepared by the Actuary and approved by the Trustees.

## **7. Regulatory Requirements**

- (a) Any period of Back Service with respect to which Pension is purchased pursuant to Regulation 12.1 must be a period of service in respect of which lifetime retirement benefits may be provided in accordance with the Regulations under the Income Tax Act (Canada).
- (b) The amount of additional Pension purchasable under Regulation 12.1 or Regulation 12.5 shall not increase a Member's Pension to an amount in excess of the maximum amount specified by the Regulations under the Income Tax Act (Canada).
- (c) All purchases of additional Pension under Regulation 12 with respect to a Member's service after December 31, 1989 are subject to certification by Revenue Canada that such purchase would not render the registration of the Plan under the Income Tax Act (Canada) subject to revocation.

### **13. LEAVE OF ABSENCE**

1. For the purposes of this Plan, leave of absence of a Member shall be recognized only when it has been granted by the appropriate Participating Employer.
2. Except as provided in Regulation 2.5(a), a Member who is granted leave of absence for purposes other than study or maternity, shall be considered an inactive Member and benefits will be provided in accordance with Regulation 11. If the leave extends for a period of at least twenty-four months without Contributions being received on behalf of the Member, settlement shall be made in accordance with Regulation 10.
3. Subject to the payment of Contributions in accordance with Regulation 3, a Member's Salary during an unpaid leave of absence, or during a leave of absence with reduced pay, shall be deemed for all purposes of the Plan to be the amount determined by the Member's employer. Such deemed Salary shall not exceed the Member's Salary in effect immediately prior to the commencement of the leave of absence, provided that the total period for which Salary shall be deemed to have continued for all leaves of absence for any Member shall not exceed sixty months.

## **14. RETIREMENT SAVINGS FUND**

### **(Additional Voluntary Contributions)**

Amended Nov. 2002  
Effective Jan.1, 2003

1. Subject to Regulation 14.7, additional ~~Additional~~ contributions may be made by or on behalf of a Member in Active Service, providing that the total contributions made by the Member shall not exceed the maximum amount permitted under the Income Tax Act (Canada).
2. The additional contributions shall be allocated to an account maintained on behalf of the member and shall be credited at least annually with interest as determined by the Trustees.
3. (a) The Member may use these accumulated additional savings to purchase additional Pension or may elect any other option permitted under the Income Tax Act (Canada), provided the savings are so applied no later than the December 31 coincident with or next following the Member's attainment of the age of sixty-nine years.  
  
b) If the Member has a Partner at the time of purchase, the additional Pension shall provide for a minimum of 60% continuation to the surviving Partner after the death of the Member.
4. The Actuary shall prepare from time to time a table which shall be used with the approval of the Trustees to calculate the amount of additional Pension.
5. In the event of the death of a Member before retirement, there shall be paid to the estate of the Member a sum equal to the total of these additional contributions received with accumulated interest.
6. (a) If a Member who purchased additional Pension under this Regulation dies before sixty monthly payments have been made and there is no surviving Partner, there shall be added to the death benefit the difference between sixty times the monthly amount of additional Pension and the total additional Pension paid to the Member.  
  
b) At the time of purchase the Member may elect to increase the guaranteed number of monthly payments to one hundred and twenty or one hundred and eighty, with the amount of the monthly payment being reduced in accordance with the Actuary's table.

New Section  
Nov. 2002  
Effective Jan 1, 2003

7. No additional contributions may be made pursuant to this Regulation 14 on or after January 1, 2003.

New Section  
Nov. 2002  
Effective Jan 1, 2003

8. In the event that the total contributions made by or on behalf of any Member in any year after 1990 exceeded, as a result of additional contributions made under this Regulation 14, 18% of the Member's compensation for that year as defined in the Income Tax Act (Canada), such additional contributions shall be refunded to the Member to the extent necessary to avoid the revocation of the Plan's registration under the Income Tax Act (Canada)."

## **15. GENERAL PROVISIONS**

### **1. Actuarial Valuation**

The Trustees shall arrange for an actuarial valuation of the Plan to be made by the Actuary at intervals not exceeding three years, subject to compliance with Applicable Pension Legislation.

### **2. Commuted Values**

All commuted values determined in accordance with the Plan shall be calculated in accordance with a basis determined from time to time by the Trustees on the advice of the Actuary, subject to compliance with Applicable Pension Legislation.

### **3. Disposition of Surplus**

Where an actuarial valuation shows the Plan to have surplus monies during the continuation of the Plan, such monies may either:

- (a) be retained as a part of the Pension Fund;
- (b) be applied to increase Pensions payable under the Plan in a manner determined by the Pension Committee, subject to the approval of the General Synod or the Council of General Synod;
- (c) be paid to Participating Employers in a manner determined by the Pension Committee, subject to the approval of the General Synod or the Council of General Synod; or
- (d) be applied to reduce Contributions otherwise payable pursuant to Regulation 3 in a manner determined by the Pension Committee, subject to the approval of the General Synod or the Council of General Synod;

subject to compliance with Applicable Pension Legislation.

### **4. Equal Pension Accrual**

A Diocese may by its synodical action nominate a class of members who will be given an equal amount of pension accrual for each year provided that this action does not jeopardize registration of the plan under the Income Tax Act (Canada).

## **5. Excess Member Contributions**

In the event that the Contributions made by a Member on and after January 1, 1987 pursuant to Regulation 3.2, with Interest thereon, exceed:

- (a) one half of the commuted value of the Pension provided to such Member with respect to service on and after January 1, 1987 on retirement or disability pursuant to Regulation 4 or Regulation 6; or
- (b) one half of the commuted value of the Pension accrued with respect to service on and after January 1, 1987 by a Member whose Active Service has terminated pursuant to Regulation 10.1(a) or 10.1(b);

the amount of the excess shall be paid to the member in addition to other benefits payable under the Plan.

## **6. Breakdown of a Marriage or a Cohabital Relationship**

Any variation in the payment of a Pension subsequent to the breakdown of a Marriage or a Cohabital Relationship shall be made in accordance with the terms of a valid domestic contract or court order and the requirements of Applicable Pension Legislation governing the division of a Member's Pension entitlement between the Member and the Member's Partner, provided that no action shall have the effect of increasing the commuted value of all amounts of Pension payable with respect to the Member's participation in the Plan.

## **7. Maximum Value of Pensions**

The value of the Pension payable to a Member at retirement and of the related surviving Partner's allowances and Children's allowances, if any, shall not exceed the value of the maximum Pension specified under the Income Tax Act (Canada).

## **8. Non-Alienation of Benefits**

- (a) All Pensions provided under the Plan are for the Member's own use and benefit, are not capable of being charged, anticipated, surrendered, commuted (except as specifically provided herein), assigned, otherwise alienated, or given as security, and do not confer on any Member, personal representative, dependant or any other person any right or interest capable of being charged, anticipated, surrendered, commuted (except as specifically provided herein), assigned, otherwise alienated or given as security.
- (b) Notwithstanding section 8(a) of this Regulation,
  - (i) Pensions provided under the Plan are subject to execution, seizure or attachment in satisfaction of an order for support or maintenance in Ontario to a maximum of one-half the money payable;
  - (ii) an assignment of an interest in a Pension provided under the Plan may be

made pursuant to a domestic contract or a court order under family law legislation and Applicable Pension Legislation; and

(iii) surrender or commutation of an immediate or deferred Pension will be allowed on retirement or termination of employment

(A) in respect of small pension amounts as permitted by Applicable Pension Legislation;

(B) where the Member requests commutation and provides a statement from a qualified medical practitioner confirming a materially shortened life expectancy, subject to compliance with Applicable Pension Legislation;

(C) as otherwise provided in this Plan and permitted under Applicable Pension Legislation.

## **9. Payment of Pensions**

Pensions payable for any month shall be paid at the end of the month in which they accrue.

## **10. Solvency**

In the event that the Contributions payable pursuant to Regulation 3 are insufficient to maintain the solvency of the Plan in accordance with the requirements of the Pension Benefits Act, 1987 (Ontario) and regulations thereunder, the Plan shall be amended to restore the solvency thereof.

## **11. Transfer**

(a) A Member on entering the Plan may transfer into the Pension Fund monies from a pension plan of the Member's previous employer and there shall be credited to the Member such additional amount of Pension as may be determined by the Trustees on the advice of the Actuary.

(b) A Member may, subject to Applicable Pension Legislation, transfer into the Pension Fund monies from a registered retirement savings plan of the Member. Such monies may be applied either:

- (i) to credit to the Member such additional amount of Pension as may be determined by the Trustees on the advice of the Actuary; or
- (ii) as additional voluntary contributions pursuant to Regulation 14

## 16. ADMINISTRATION

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1. All applications for membership or Pension shall be made in writing to the ~~Director~~ Executive Director on forms prescribed by the ~~Trustees~~ Pension Office and persons applying for Pension shall provide such proof of age and other necessary documentation as required from time to time. Any information received by the Pension Office regarding the identity of a Member's Partner shall be held in confidence and may not be communicated to the Member's diocese or employer.
2. The fiscal year of the Pension Fund shall end on 31st December in each year.
3. The Trustees shall provide:
  - (a) annually to each Member a written statement containing the information prescribed by Applicable Pension Legislation;
  - (b) to any person becoming entitled to any Pension or other benefit under the Plan, a written statement containing the information prescribed by Applicable Pension Legislation; and
  - (c) to any Member, on request, such other information or documents as are prescribed by Applicable Pension Legislation.

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4. Each Participating Employer shall inform the ~~Director~~ Executive Director within 30 days of:
  - (a) the termination of a Member's employment;
  - (b) the transfer of a Member from one Diocese to another;
  - (c) the death of a Member;
  - (d) a Member relinquishing or abandoning the exercise of the ministry in accordance with Canon XIX;
  - (e) a Member being granted leave of absence;
  - (f) if known to the Participating Employer, any change in the identity of the person who is the Member's Partner; and
  - (g) a change in the number of Children of a Member.

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

## **17. AMENDMENTS AND TERMINATION OF THE PLAN**

1. No amendment to the Plan shall reduce the amount or the commuted value of any Pension accrued under the Plan prior to the effective date of the amendment except:
  - (a) where the amendment is made pursuant to Regulation 15.10 in order to restore the solvency of the Plan; or
  - (b) on termination of the Plan, if the assets of the Plan are insufficient to provide for all Pensions accrued thereunder, subject to compliance with Applicable Pension Legislation.
2. On termination of the Plan, the assets of the Plan shall be applied to provide for all Pension and other benefits accrued under the Plan prior to the effective date of its termination by Members, their Spouses, Domestic Partners, Children, beneficiaries and estates. Any surplus monies remaining after providing for these benefits may either:
  - (a) be applied to increase Pensions payable under the Plan in a manner determined by the Pension Committee, subject to the approval of the General Synod or the Council of General Synod, provided however that no Member shall receive a Pension exceeding the amount determined pursuant to Regulation 5.4; or
  - (b) be paid to Participating Employers in a manner determined by the Pension Committee, subject to the approval of the General Synod or the Council of General Synod,subject to compliance with Applicable Pension Legislation.



## **18. TRANSITIONAL RULES**

1. Notwithstanding any other provision of this Plan, if at any date the General Synod ceases to exist ("the transition date"), the following transition rules apply:

- (a) Any reference to "Pension Committee" shall mean a committee consisting of the persons who, immediately before the transition date, served as members of the Pension Committee of the General Synod. Such committee shall report to the Office of the Primate; who shall have the power and authority to remove and appoint members of such committee from time to time.
- (b) "Trustees" or "Board of Trustees" means the persons who served as Trustees of the Plan immediately prior to the transition date. The Pension Committee shall have the power and authority to remove and appoint members of the Board of Trustees from time to time.
- (c) Any reference in the Plan to the duties or responsibilities of the General Synod or the Council of the General Synod shall be read as a reference to the person holding the Office of the Primate.
- (d) In the event that Canon VIII of the General Synod ceases to have force and effect, all provisions thereof immediately prior to the transition date which relate to the operation and administration of the Plan shall be considered to be part of this Plan, subject to such changes as are necessary to achieve consistency with these transition rules.

2. For purposes of determining the "transition date" under Regulation 18.1, the General Synod will be deemed to have ceased to exist upon the occurrence of any of the following events:

- (a) Dissolution - The General Synod is wound up, dissolved or liquidated under any law or otherwise, or becomes subject to any provision of the Winding-Up and Restructuring Act (Canada) which has the effect of removing management or control of its functions from the General Synod, or has its existence terminated in any other manner.
- (b) Insolvency - The General Synod makes a general assignment for the benefit of its creditors or is declared or becomes bankrupt under the Bankruptcy and Insolvency Act (Canada).
- (c) Appointment of Trustee or Receiver - Any interim receiver, receiver, receiver and manager, custodian, sequestrator, administrator or liquidator or any other person with similar powers is appointed in respect of the General Synod, or the General Synod's property, assets and undertaking

("Property") which has the effect of removing management or control of its functions from the General Synod.

- (d) Enforcement Against General Synod Property - Any holder of any security interest, mortgage, lien, charge, claim, trust or encumbrance enforces against, delivers any notices relating to its rights or its intention to enforce against, or becomes entitled to enforce against, or otherwise takes possession of, the Property or the interest of the General Synod therein, or any part thereof which has the effect of removing management or control of its functions from the General Synod; or
- (e) Loss of Control- The General Synod, for any other reason, fails to remain in management and control of its functions.

## **19. COMPLIANCE WITH QUEBEC SUPPLEMENTAL PENSION PLANS ACT**

### **1. Application**

- (a) Regulation 19.4 applies only to Members whose last employment by a Participating Employer was in the Province of Quebec and whose Pension commences on or after January 1, 2001.
- (c) Regulation 19.5 applies only to Members employed by a Participating Employer in the Province of Quebec, and only with respect to their period of employment in that province on or after January 1, 2001.
- (d) In the circumstances described in Regulations 19.1(a), 19.1(b) and 19.1(c), the applicable provisions of this Regulation take precedence over any other provisions of the Plan that would otherwise be applicable.

### **2. Immediate Vesting**

- (a) If, on the termination of a Member's Active Service, the commuted value of the Member's accrued Pension is less than 20% of the maximum pensionable earnings under the Quebec Pension Plan for the year in which the Member's Active Service terminated, the Member shall receive a lump sum payment in an amount determined in accordance with Regulations 10.1(b) and 15.5, after taking account of Regulation 19.3.
- (b) If, on the termination of a Member's Active Service, the commuted value of the Member's accrued Pension is greater than or equal to 20% of the maximum pensionable earnings under the Quebec Pension Plan for the year in which the Member's Active Service terminated, the Member shall become an inactive Member of the Plan in accordance with the terms of Regulation 11 and shall have the same rights as a Member who becomes an inactive Member pursuant to Regulation 10.1(c).

### **3. Minimum Amount of Pension at Retirement**

The retirement benefit payable to a Member referred to in Regulation 19.1(a) shall not be less than the amount determined in accordance with Regulation 5 as of the date of termination of Active Service plus an amount, the commuted value of which is equal to the excess (if positive) of:

- (a) the commuted value of the amount determined in accordance with Regulation 5 as of the date of termination of Active Service in respect of Contributory Membership on and after January 1, 2001, increased by the lesser of
  - (i) 50% of the increase, if positive, in the Consumer Price Index (Canada) from the month of termination of Active Service to the month ten years prior to the Member's Normal Retirement Date and

- (ii) 2% per annum compounded annually from the month of termination of Active Service to the month ten years prior to the Member's Normal Retirement Date, plus any excess member contributions as determined in accordance with the requirements of the Quebec Supplemental Pension Plans Act applicable to the calculation of such amounts; over
- (b) the commuted value of the amount determined in accordance with Regulation 5 as of the date of termination of Active Service in respect of Contributory Membership on and after January 1, 2001 plus any excess member contributions as determined in accordance with Regulation 15.5, provided that the commuted value referred to in Regulation 19.3(a) shall be determined assuming commencement of the deferred pension at the Member's Normal Retirement Date.

#### **4. Pension Guaranteed for 10 Years**

- (a) In addition to the optional forms of pension available pursuant to Regulation 5.5, a Member referred to in Regulation 19.1(b) may elect at time of retirement to receive a reduced Pension, payable in the form that would otherwise apply in the absence of an election under Regulation 5.5 except that payment will continue in full for 120 months in the event of the Member's death within 120 months following the commencement of Pension payments.
- (b) If the Member's Partner at the Member's retirement date is then living, any Pension payments made after the death of a Member who has made an election pursuant to Regulation 19.4(a) shall be paid to the surviving Partner, and otherwise to the Member's designated beneficiary or, in the absence of a living designated beneficiary, to the estate of the last survivor of the Member and the Partner.
- (c) The amount of the reduced Pension pursuant to Regulation 19.4(a) shall be actuarially equivalent to the Pension otherwise payable, as determined by the Trustees on the advice of the Actuary, subject to compliance with Applicable Pension Legislation.

#### **5. Interest**

The Interest credited on the contributions of a Member referred to in Regulation 19.1(c) in respect of any calendar year shall be at a rate equal to the average rate of investment return on the Pension Fund for the three preceding calendar years, net of investment management and administrative expenses, as determined by the Trustees.

## SCHEDULE A

### Bonus Additions to Accrued Pensions

1. The amount determined as of December 31, 1988 in accordance with Regulation 5.1 with respect to a Member in Active Service as of that date shall be increased to the greater of:

- (a) 110% of the amount otherwise determined in accordance with Regulation 5.1;

or

- (b) for Years of Contributory Membership after December 31, 1960, percentages of Salary in accordance with the following table:

1961 to 1972	-	1.5%
1973 to 1975	-	1.6%
1976 to 1978	-	1.7%
1979 to 1980	-	1.8%
1981 to 1982	-	1.85%
1983 to 1996	-	1.9%
1997 to 2003 <u>6</u>	-	2.0%
2004 <u>7</u> and later	-	1.9%

provided however that the increase in a Member's amount of annual Pension pursuant to this paragraph 1 shall not exceed 40% of the amount otherwise determined as of December 31, 1988 in accordance with Regulation 5.1.

2. The amount determined as of December 31, 1990 in accordance with Regulation 5.1 with respect to a Member in Active Service as of that date shall be increased by 5%.
3. The amount determined as of December 31, 1991 in accordance with Regulation 5.1 with respect to a Member in Active Service as of that date shall be increased to the greater of:

- (a) 105% of the amount otherwise determined in accordance with Regulation 5.1;

or

- (b) 1.2% of the Member's average annual Salary during the 5 years ended December 31, 1991 multiplied by one-twelfth of the number of complete months prior to December 31, 1991 in respect of which Contributions have been paid on the Member's behalf (including months of Back Service purchased pursuant to Regulation 12)

provided however that the increase in a Member's amount of annual Pension pursuant to this paragraph 3 shall not exceed 15% of the amount otherwise determined as of December 31, 1991 in accordance with Regulation 5.1.

4. The amount determined as of December 31, 1993 in accordance with Regulation

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5.1 with respect to a Member in Active Service as of that date shall be increased by 3%.

5. The amount determined as of December 31, 1994 in accordance with Regulation 5.1 with respect to a Member in Active Service as of that date shall be increased by:
  - (a) 3%; plus
  - (b) 0.3% times the Member's number of complete Years of Contributory Membership as of December 31, 1994 in excess of 20 years, if any, subject to a maximum of 5%.
6. The amount determined as of December 31, 1996 in accordance with Regulation 5.1 with respect to a Member in Active Service as of that date shall be increased by:
  - (a) 9.47% of the portion of such amount that is in respect of Years of Contributory Membership prior to 1995; plus
  - (b) 7.37% of the portion of such amount that was accrued in respect of Contributory Membership in the Plan in 1995; plus
  - (c) 5.26% of the portion of such amount that was accrued in respect of Contributory Membership in the Plan in 1996.

The above increases represent the increase of 5.26% of all accrued benefits (to increase accruals of 1.9% of Salary to 2.0% of Salary) compounded with the "cost of living" increase of 4% for amounts accrued prior to 1995 and 2% for amounts accrued in 1995.

7. The amount determined as of December 31, 1999 in accordance with Regulation 5.1 with respect to a Member in Active Service as of that date, shall be increased to the greater of:
  - (i) the amount otherwise determined in accordance with Regulation 5.1 increased by:
    - (a) 3.8% of the portion of such amount that is in respect of Years of Contributory Membership prior to 1997; plus;
    - (b) 2.9% of the portion of such amount that was accrued in respect of Contributory Membership in the Plan in 1997; plus
    - (c) 1.4% of the portion of such amount that was accrued in respect of Contributory Membership in the Plan in 1998;

or

New section May  
2002  
Effective Jan. 1,  
2000.

- (ii) ~~2.0% of the Member's average annual Salary during the 5 years ended December 31, 1999 (excluding any portion of that 5 year period as determined by the Trustees in their sole discretion during which the Member was on unpaid leave) multiplied by one twelfth of the number of complete months prior to December 31, 1999 in respect of which Contributions have been paid on the Member's behalf (including months of Back Service purchased pursuant to Regulation 12);~~

(ii) 2.0% of the greater of:

(a) the Member's average annual Salary during the 5 calendar years within the 10 year period ended December 31, 1999 in which the Member's Salary was greatest, or

(b) the Member's average annual Salary during the 5 years ended December 31, 1999 (excluding any portion of that 5-year period as determined by the Trustees in their sole discretion during which the Member was on unpaid leave);

multiplied by one-twelfth of the number of complete months prior to December 31, 1999 in respect of which Contributions have been paid on the Member's behalf (including months of Back Service purchased pursuant to Regulation 12);

provided however that the increase in a Member's amount of annual Pension pursuant to this paragraph 7 shall not exceed 15% of the amount otherwise determined as of December 31, 1999 in accordance with Regulation 5.1.

## CANON IX LAY RETIREMENT PLAN

### REGULATIONS

#### 1. DEFINITIONS

In these Regulations, the terms defined in section 1(b) of the Canon VIII, as modified by Section 3 of Canon IX, shall have the meanings ascribed therein, and

1. "**Active Service**" refers to the service of any Member with respect to which Contributions are made pursuant to Regulation 3;
2. "**Continuous Service**" means that period of unbroken employment of a person by any Participating Employer. For purposes of this definition, periods of approved leave of absence do not constitute a break in employment;
3. "**Contributions**" means the contributions required pursuant to Regulation 3;
4. "**Interest**" means interest credited on Contributions at the rate or rates as may be declared by the Trustees from time to time. Notwithstanding the above, the Interest to be credited shall be at a rate not less than that prescribed and calculated in the manner prescribed in applicable pension legislation;
5. "**Member's Account**" means the separate account maintained for the Member to which is allocated the Contributions made by and on behalf of the Member, together with Interest;
6. "**Normal Retirement Date**" means the first day of the month following the Member's 65th birthday;
7. "**Partner**" means a person who is either of the following:
  - (a) the "**Spouse**" of the Member, defined as a person of the opposite sex to the Member who is married to the Member and not living separate and apart, or
  - (b) the "**Domestic Partner**" of the Member defined as a person of either sex who, although not married to the Member, is living with the Member in a relationship (hereinafter called a "Cohabital Relationship") which is of a conjugal nature, and which
    - (i) has been continuous for a period of at least three years, or
    - (ii) is of some permanence, if they are jointly caring for a child who is their natural or adoptive child, all applicable terms being as defined in the Family Law Act, R.S.O. 1990, c. F.3 Ontario and any successor legislation amended from time to time,



provided that not more than one person may be considered as a Partner of any Member hereunder at any one time and, in the event of more than one person having claims to be such, the determination of the Trustees as to which person shall be the Partner, on the basis of evidence available to them which they consider sufficient for the purposes of the determination, shall be final;

**NOTE: The above definition is provided for the sole purpose of ensuring that benefits may be paid as required by applicable Federal or Provincial law; in no way does it change Canon XXI entitled "On Marriage in the Church"**

8. **"Pension"** means any payment of benefits made under the terms of the Plan;

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1, 2005

9. "Plan" means the Lay Retirement Plan as governed by Canon IX and these Regulations:

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1, 2005

~~9.~~ 10. **"Salary"** means the remuneration of the Member received from the Participating Employer;

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~~10.~~ 11. **"Y.M.P.E."** means Year's Maximum Pensionable Earnings as defined in the Canada Pension Plan.

## 2. ELIGIBILITY & MEMBERSHIP

1. All lay employees of a Participating Employer shall be Members except as provided under sections 2 and 3 of this Regulation.
2. A Participating Employer may exclude from membership in the Plan a part-time lay employee unless, in each of the two consecutive calendar years immediately prior to membership, the employee either:
  - (a) has been employed for a minimum of 700 hours, or
  - (b) has received earnings of at least 35% of the Y.M.P.E.
3. The Pension Committee may, at its sole discretion, application having been made by the person concerned, exempt from membership any person otherwise required to become a Member, providing there is set forth in full in the application:
  - (a) the grounds upon which the exemption is sought; and
  - (b) a statement from the person's employer that it concurs in the application for exemption and that the person will receive no monetary benefit by virtue of non-membership.
4. In the event the Trustees determine that, as of a specified date, a Participating Employer has ceased to satisfy the eligibility criteria for a Participating Employer set out in Canon IX, has ceased to comply with the terms of its participation as agreed to by the Pension Committee or has ceased to comply with the terms of Canon IX or the Plan:
  - (a) no Contributions shall be paid by the Participating Employer or by Members employed by the Participating Employer in respect of Members' service on or after the specified date;
  - (b) the Active Service and Continuous Service of Members employed by the Participating Employer shall continue to accrue until their employment by the Participating Employer terminates or they commence receipt of Pension, if earlier; and
  - (c) the Trustees may, in their sole discretion and subject to such terms as they consider appropriate and to applicable legislation, authorize the transfer of assets and liabilities pertaining to Members employed by the Participating Employer to a pension plan established by the Participating Employer, in full settlement of such Members' rights under the Plan.

### 3. CONTRIBUTIONS

1. The Contributions required from each Participating Employer shall be 5% of Salary for all Members in Active Service.
2. The Contributions required from the Member in Active Service shall be 5% of Salary.
3. It shall be the responsibility of the Participating Employer to remit to the Pension Fund the Contributions required pursuant to sections 1 and 2 of this Regulation with respect to each month within thirty days following the end of the month. Interest at a rate determined by the Trustees shall be charged on any Contributions which are not remitted before the due date and until paid.
4. Notwithstanding the foregoing, no Contributions shall be made:
  - (a) in respect of a Member who is in receipt of Pension after the December 31 coincident with or next following the Member's attainment of the age of sixty-nine years,
  - (b) which exceed the maximum permissible Contribution limits under the Income Tax Act (Canada).

#### 4. RETIREMENT

##### 1. **Normal Retirement**

A Member may retire on the Member's Normal Retirement Date and receive a Pension calculated in accordance with Regulation 5 accruing from the Member's Normal Retirement Date.

##### 2. **Early Retirement**

A Member may retire at any time within the ten year period preceding the Member's Normal Retirement Date and receive a Pension calculated in accordance with Regulation 5 accruing from the first day of the month following the Member's retirement date.

##### 3. **Deferred Retirement**

A Member who continues in Active Service subsequent to the Member's Normal Retirement Date shall receive a Pension calculated in accordance with Regulation 5 accruing on the first day of the month following the Member's retirement date. For purposes of the Plan, the Member's retirement date must be no later than the December 31<sup>st</sup> coincident with or next following the Member's attainment of the age of sixty-nine years.

## **5. RETIREMENT BENEFIT**

### **1. Annual Retirement Pension**

The amount of annual Pension payable on a Member's retirement shall be equal to that amount of life annuity which can be provided at date of retirement by the then application of the Member's Account.

### **2. Form of Pension**

When a Member has a Partner at date of retirement, the Pension shall be calculated on a joint and survivor basis that reduces by not more than 40% of its amount on the death of the Member and is payable thereafter for the life of the Member's Partner. The Member may elect any form of life annuity then available which is in compliance with the Income Tax Act (Canada) and regulations thereunder provided:

- (a) the Member and the Member's Partner waive the joint and last survivor provision, or
- (b) the Member has no Partner at date of retirement.

### **3. Cessation of Pension**

Pension payable pursuant to this Regulation shall cease at the end of the month in which the Member dies, except as may be otherwise provided under the form of Pension elected by the Member in accordance with Regulation 5.2.

## **6. DISABILITY BENEFIT**

### **1. Eligibility for Disability Benefit**

On the disability of a Member in Active Service, a disability benefit shall be payable accruing from the first day of the month following the later of:

- (a) the date on which the Member's employment terminated for pension purposes; or
- (b) the date on which a medical examination form in support of the Member's application for disability benefits was completed.

### **2. Determination of Disability**

- (a) For the purpose of this Regulation, disability shall mean the total and permanent inability of the Member to engage in any gainful occupation for which the Member is reasonably fitted by education, training or experience.
- (b) The determination of disability shall be made by the Director on the recommendation of a medical referee appointed by the Trustees, on the basis of such medical or other reports as the Director and/or medical referee consider appropriate, and subject to approval by the Trustees.
- (c) Evidence that the Member is in receipt of disability benefits under the Canada Pension Plan or the Quebec Pension Plan will generally be accepted in the determination of such Member's disability.

### **3. Amount of Disability Pension**

The amount of annuity which can be provided shall be equal to that amount which can be provided at the date of commencement of the disability Pension by the then application of the Member's Account.

### **4. Commutation of Disability Pension**

The Trustees may, at their sole discretion, authorize the payment to the Member of the Member's Account as a single payment in lieu of a disability Pension provided that:

- (a) the Member is eligible for a disability benefit pursuant to Regulation 6.1

and 6.2;

- (b) the Trustees have received written certification from a licensed medical doctor acceptable to the Trustees that the disability is expected to shorten considerably the Member's life expectancy;
- (c) the Member has requested in writing a payment in accordance with this Regulation 6.4; and
- (d) if the Member has a Partner, the Partner after having received independent legal advice has consented in writing to such a payment and has waived the right to any Pension in the event of the Member's death.

## 7. DEATH BENEFIT

1. On the death of a Member in Active Service or of an inactive Member entitled to a deferred annuity, the Member's Partner shall elect to receive either the value of the Member's account or an immediate or deferred Pension that can be provided by the then application of the Member's account. The election shall be made within 90 days after receipt of notice from the Director. If the election is not made within this period, the Partner shall be deemed to have elected an immediate Pension.
2. On the death of a Member in receipt of a Pension, the death benefit payable will be determined in accordance with the form of Pension chosen by the Member under the terms of Regulation 5.2.
3. When benefits become payable under this section, the Partner may elect to transfer to a retirement savings arrangement or registered pension fund or any other qualified fund of all or part of any amount owing from the Lay Retirement Fund.
4. A Member may, by written notice to the ~~Administrator~~ Executive Director, designate or appoint a beneficiary to whom in the event of death, shall be paid in one lump sum the value of the Member's account in the event the Member does not have a Partner at the time of death. The Member may from time to time revoke or alter the designation or appointment. In the absence of an effective designation of a beneficiary, or if the designated beneficiary predeceases the Member, the Member's estate shall be considered as the beneficiary for the purposes of the Plan.

Amended Mar. 2004  
effective Jan. 1, 2005



## 8. TERMINATION OF ACTIVE SERVICE

1. In the event of a Member's termination of Active Service:
  - (a) if the Member has had less than two years of Continuous Service, the Member shall receive a lump sum payment equal to the Member's Contributions pursuant to Regulation 3.2, together with Interest;
  - (b) if the Member has had at least two years of Continuous Service and if the Member's Account is not sufficient to provide a deferred life annuity at least equal to 2% of the Y.M.P.E., the Member shall receive a lump sum payment equal to the accumulation of all Contributions made by and on behalf of the Member together with Interest.
  - (c) if the Member has had at least two years of Continuous Service and does not receive a lump sum settlement under section 1(b) of this Regulation, the Member shall become an inactive Member of the Plan in accordance with the terms of Regulation 9.
2. A Member who has become an inactive Member in accordance with section 1(c) of this Regulation may elect to have the Member's Account transferred to:
  - (a) a retirement savings arrangement;
  - (b) the registered pension plan of a successor employer if the administrator of the successor employer's pension plan agrees to accept the transfer; or
  - (c) a licensed life insurance company for the purchase of a life annuity that will not commence more than ten years prior to the Member's Normal Retirement Date;

subject to compliance with applicable pension legislation.
3. When settlement is made under section 1(a), 1(b) or 2 of this Regulation, the Member's membership in this Plan shall cease and no further benefits shall be payable hereunder.
4. When settlement is made under section 1(a) of this Regulation, the Contributions made by the Member's Participating Employer pursuant to Regulation 3.1, together with Interest, shall be paid to the Participating Employer in the calendar year in which the settlement is made or within 120 days after the end of the year.
5. (a) Where a Member's employment by a Participating Employer terminates upon the Member becoming an employee of another Participating Employer, the Member's Active Service shall be deemed not to have terminated.

(b) Where a Member's employment by a Participating Employer terminates upon the Member becoming an employee of a participating employer in the Lay Retirement Plan of the Anglican Church of Canada, the Member's Active Service shall be deemed not to have terminated. However, the member's active service shall be deemed to terminate in the event the Member subsequently ceases to be employed either by such an employer or by any Participating Employer.

## 9. INACTIVE MEMBERS

1. When a Member has become inactive in accordance with Regulation 8.1(c), has not received a settlement in accordance with Regulation 8.2 and has not returned to Active Service, the Member shall be entitled to benefits in accordance with this Regulation.

2. **Retirement Benefit**

Upon the retirement pursuant to Regulation 4 of an inactive Member, there shall be payable a Pension calculated in accordance with the terms of Regulation 5.

3. **Disability Benefit**

Upon the disability of an Inactive Member, there shall be payable a disability Pension calculated in accordance with Regulation 6.

4. **Death Benefit**

Upon the death of an inactive Member, the death benefit will be calculated in accordance with the terms of Regulation 7.

## 10. ADDITIONAL RETIREMENT BENEFITS

1. At time of retirement a Member may make a single lump sum payment to the Pension Fund in order to provide additional Pension subject to compliance with the Income Tax Act (Canada) and regulations thereunder.
2. The single payment may include all or part of the Member's accumulation in a Retirement Savings Plan, a retiring allowance or any other funds.

## **11. GENERAL PROVISIONS**

### **1. Valuation**

The Trustees shall arrange for a valuation of the Plan at intervals not exceeding three years, subject to compliance with applicable pension legislation.

### **2. Breakdown of a Marriage or Cohabitational Relationship**

Any variation in the payment of Pension subsequent to a breakdown of a Marriage or Cohabitational Relationship shall be made in accordance with the terms of a valid domestic contract or court order and the requirements of Applicable Pension Legislation governing the division of a Member's Pension entitlement between the Member and the Member's Partner.

### **3. Non-Alienation of Benefits**

All Pensions provided under the Plan are for the Member's own use and benefit, are not capable of surrender, commutation, assignment or alienation, and do not confer on any Member, personal representative, dependant or any other person any right or interest capable of being surrendered, commuted, assigned or otherwise alienated.

### **4. Payment of Pensions**

Pensions payable for any month shall be paid at the end of the month in which they accrue.

### **5. Transfer**

- (a) A Member on entering the Plan may transfer into the Pension Fund monies from a pension plan of the Member's previous employer and they shall be credited to the Member's Account.
- (b) A Member may, subject to Applicable Pension Legislation, transfer into the Pension Fund monies from a registered retirement savings plan of the Member and they shall be credited to the Member's Account.

## 12. ADMINISTRATION

Amended Mar. 2004  
effective Jan. 1, 2005

1. All applications for membership or Pension shall be made in writing to the ~~Director~~ Executive Director on forms prescribed by the Trustees and persons applying for Pension shall provide such proof of age and other necessary documentation as is required from time to time. Any information received by the Pension Office regarding the identity of a Member's Partner shall be held in confidence and may not be communicated to the Member's diocese or employer.
2. The fiscal year of the Pension Fund shall end on 31st December in each year.
3. The Trustees shall provide:
  - (a) annually to each Member a written statement containing the information prescribed by applicable pension legislation;
  - (b) to any person becoming entitled to any Pension under the Plan, a written statement containing the information prescribed by applicable pension legislation; and
  - (c) to any Member, on request, such other information or documents as are prescribed by applicable pension legislation.

Amended Mar. 2004  
effective Jan. 1, 2005

4. Each Participating Employer shall inform the ~~Director~~ Executive Director within 30 days of:
  - (a) the termination of a Member's employment;
  - (b) the transfer of a Member to another Participating Employer;
  - (c) the death of a Member;
  - (d) a Member being granted leave of absence; and
  - (e) if known to the Participating Employer, any change in the identity of the person who is the Member's Partner.

### 13. AMENDMENTS & TERMINATION OF THE PLAN

1. No amendment to the Plan shall reduce the value of any Member's Account.
2. On termination of the Plan, the assets of the Plan shall be applied to provide for all Pensions accrued under the Plan prior to the effective date of its termination. Any surplus monies remaining after providing for such benefits shall be paid to the Participating Employers in a manner determined by the Pension Committee, subject to the approval of the General Synod or Council of General Synod and subject to compliance with applicable pension legislation.

## **14. TRANSITIONAL RULES**

1. Notwithstanding any other provision of this Plan, if at any date the General Synod ceases to exist ("the transition date"), the following transition rules apply:

- a) Any reference to "Pension Committee" shall mean a committee consisting of the persons who, immediately before the transition date, served as members of the Pension Committee of the General Synod. Such committee shall report to the Office of the Primate; who shall have the power and authority to remove and appoint members of such committee from time to time.
- b) "Trustees" or "Board of Trustees" means the persons who served as Trustees of the Plan immediately prior to the transition date. The Pension Committee shall have the power and authority to remove and appoint members of the Board of Trustees from time to time.
- c) Any reference in the Plan to the duties or responsibilities of the General Synod or the Council of the General Synod shall be read as a reference to the person holding the Office of the Primate.
- d) In the event that Canon VIII of the General Synod ceases to have force and effect, all provisions thereof immediately prior to the transition date which relate to the operation and administration of the Plan shall be considered to be part of this Plan, subject to such changes as are necessary to achieve consistency with these transition rules.

2. For purposes of determining the "transition date" under Regulation 14.1, the General Synod will be deemed to have ceased to exist upon the occurrence of any of the following events:

- (a) Dissolution - The General Synod is wound up, dissolved or liquidated under any law or otherwise, or becomes subject to any provision of the Winding-Up and Restructuring Act (Canada) which has the effect of removing management or control of its functions from the General Synod, or has its existence terminated in any other manner.
- (b) Insolvency - The General Synod makes a general assignment for the benefit of its creditors or is declared or becomes bankrupt under the Bankruptcy and Insolvency Act (Canada).
- (c) Appointment of Trustee or Receiver - Any interim receiver, receiver, receiver and manager, custodian, sequestrator, administrator or liquidator or any other person with similar powers is appointed in respect of the General Synod, or



the General Synod's property, assets and undertaking ("Property") which has the effect of removing management or control of its functions from the General Synod.

(d) Enforcement Against General Synod Property - Any holder of any security interest, mortgage, lien, charge, claim, trust or encumbrance enforces against, delivers any notices relating to its rights or its intention to enforce against, or becomes entitled to enforce against, or otherwise takes possession of, the Property or the interest of the General Synod therein, or any part thereof which has the effect of removing management or control of its functions from the General Synod; or

(e) Loss of Control- The General Synod, for any other reason, fails to remain in management and control of its functions.

## **15. COMPLIANCE WITH QUEBEC SUPPLEMENTAL PENSION PLANS ACT**

### **1. Application**

- (a) Regulation 15.2 applies only to Members whose Active Service terminates on or after January 1, 2001, and whose last employment by a Participating Employer was in the Province of Quebec.
- (b) Regulation 15.3 applies only to Members whose last employment by a Participating Employer was in the Province of Quebec and whose Pension commences on or after January 1, 2001.
- (c) In the circumstances described in Regulations 15.1(a) and 15.1(b), the applicable provisions of this Regulation take precedence over any other provisions of the Plan that would otherwise be applicable

### **2. Immediate Vesting**

- (a) If, on the termination of a Member's Active Service, the amount of the Member's Account is less than 20% of the maximum pensionable earnings under the Quebec Pension Plan for the year in which the Member's Active Service terminated, the Member shall receive a lump sum payment equal to the amount of the Member's Account.
- (b) If, on the termination of a Member's Active Service, the amount of the Member's Account is greater than or equal to 20% of the maximum pensionable earnings under the Quebec Pension Plan for the year in which the Member's Active Service terminated, the Member shall become an inactive Member of the Plan in accordance with the terms of Regulation 9 and shall have the same rights as a Member who becomes an inactive Member pursuant to Regulation 8.1(c).

### **3. Pension Guaranteed for 10 Years**

- (a) A Member referred to in Regulation 15.1(b) who has a Partner at date of retirement may elect at time of retirement to receive a Pension calculated on a joint and survivor basis that reduces by not more than 40% of its amount on the death of the Member and is payable thereafter for the life of the Member's Partner, except that payment will continue in full for 120 months in the event of the Member's death within 120 months following the commencement of Pension payments
- (b) If the Member's Partner at the Member's retirement date is then living, any Pension payments made after the death of a Member who has made an election pursuant to Regulation 15.3(a) shall be paid to the surviving Partner,

and otherwise to the Member's designated beneficiary or, in the absence of a living designated beneficiary, to the estate of the last survivor of the Member and the Partner

(c) A Member referred to in Regulation 15.1(b) who does not have a Partner at date of retirement may elect at time of retirement to receive a Pension, payable for the Member's remaining lifetime except that payment will continue for 120 months in the event of the Member's death within 120 months following the commencement of Pension payments.

(d) Any Pension payments made after the death of a Member who has made an election pursuant to Regulation 15.3(c) shall be paid to the Member's designated beneficiary or, in the absence of a living designated beneficiary, to the Member's estate.

## APPENDIX H

## CONTINUING EDUCATION PLAN - CANON XII

REGULATIONS FOR THE OPERATION OF THE CONTINUING  
EDUCATION PLAN

## 1. Assessments

- a) The assessments to sustain the fund shall be \$400 per year in 1998, \$500 per year in 1999 and \$600 per year in 2000 and thereafter (normally at the rate of 25% a year from each registered member and 75% a year from each salary-paying source).
- b) Assessments shall be paid quarterly and remitted within 30 days of the expiry of such period.

## 2. Benefit Credits

- a) Benefits belong to the individual and are not transferable from one member to another nor from a member to an employer.
- b) The Benefit Credit available to any member shall be the amount accrued at the time of undertaking continuing education.

## 3. Use of Benefits

- a) A member may apply to the administrator to use accumulated benefit for:
  - i) expenses for any continuing education program or course of study;
  - ii) the purchase of books or other study materials;
  - iii) the purchase of computer hardware or software but restricted to \$1,000.00 once every three years commencing January 1, 2004.
- b) An application for use of accumulated benefit must be approved by the member's bishop (or the bishop's deputy), or the director of the organization or department, as the case may be.
- c) The ~~Administrative Unit~~administrator shall establish the form of application to be used under this section.

Amended Nov.  
2002, Effective  
Jan. 1, 2005

Amended Mar.  
2004, Effective  
Jan. 1, 2005

## 4. Bonus for Use

- a) Where the ~~Administrative Unit~~administrator approves an application under

Amended Mar.  
2004, Effective

Jan. 1, 2005

section 3, the payment to the active member will be paid to the extent of 85% from the accumulated benefit and 15% from the accumulated interest income of the Fund.

b) The Administrative Unit may:

i) suspend the operation of subsection a),

Amended Mar.  
2004, Effective  
Jan. 1, 2005

ii) reduce the percentage of a payment to be paid out of the accumulated interest income of the Fund if it determines that the level of the accumulated interest income will not support the continued application of subsection a), or

Amended Mar.  
2004, Effective  
Jan. 1, 2005

iii) increase the percentage of a payment to be paid out of the accumulated interest income of the Fund if it determines that the level of the accumulated interest income will support the increase.

## 5. Special Grants and Sabbatical Grants

a) From time to time, as resources permit, special grants may be authorized by the Administrative Unit in addition to payments under section 3.

b) Special grants of \$300 or less may be authorized by the administrator in consultation with the chair of the Administrative Unit or the designate of the chair.

c) From time to time, as resources permit, sabbatical grants may be authorized by the Administrative Unit for periods of full time study of not less than eight weeks duration, after five years of membership in the plan in addition to payments under section 3.

d) The Administrative Unit may establish:

Amended Mar.  
2004, Effective  
Jan. 1, 2005

i) ~~the form of application to be used~~ guidelines to apply in considering applications for special grants and sabbatical grants, and

Amended Mar.  
2004, Effective  
Jan. 1, 2005

ii) ~~guidelines to apply in considering applications for special grants and sabbatical grants, and~~

Amended Mar.  
2004, Effective  
Jan. 1, 2005

iii) the methods by which the Administrative Unit will consider and decide upon such applications.

Amended Mar.  
2004, Effective  
Jan. 1, 2005

e) The Administrative Unit may delegate any of its authority under subsection a) or b) or c) to the administrator.

Amended Mar.  
2004, Effective  
Jan. 1, 2005

f) The administrator may establish the form of application to be used for special grants and sabbatical grants.

## 6. Education Leave

Absence for continuing education from a parish or other place of employment shall be procured by the customary diocesan/organizational procedures.

## 7. Cessation of Membership

Amended Mar.  
2004, Effective  
Jan. 1, 2005

- a) Members who transfer to a non-participating diocese and who do not wish to continue in the pPlan or who cease to make contributions to the fFund because of retirement or employment outside The Anglican Church of Canada may receive their undispersed personal contributions with interest or retain their credit for continuing education. If no transactions have been made for three years, the member shall be refunded personal contributions with interest.
- b) On the member's death, the personal contributions, with accrued interest, shall be paid to the member's estate.
- c) The remaining accumulated contributions from salary-paying sources shall remain with the fFund.

Amended Mar.  
2004, Effective  
Jan. 1, 2005

New Regulation  
May 2, 2002

## 8. Transitional Rules

1. Notwithstanding any other provision of this Plan, if at any date the General Synod ceases to exist ("the transition date"), the following transition rules apply:

- (a) Any reference to "Pension Committee" shall mean a committee consisting of the persons who, immediately before the transition date, served as members of the Pension Committee of the General Synod. Such committee shall report to the Office of the Primate; who shall have the power and authority to remove and appoint members of such committee from time to time.
- (b) Any reference to the "Administrative Unit" shall mean the persons who, immediately before the transition date, served as the Administrative Unit, or their replacements from time to time appointed pursuant to the Plan. The Administrative Unit shall report to the Office of the Primate through the Pension Committee.
- (c) Any reference in the Plan to the duties or responsibilities of the Council of the General Synod shall be read as a reference to the person holding the Office of the Primate.
- (d) In the event that Canon XII of the General Synod ceases to have force and effect, all provisions thereof immediately prior to the transition date

which relate to the operation and administration of the Plan shall be considered to be part of this Plan, subject to such changes as are necessary to achieve consistency with these transition rules.

2. For purposes of determining the "transition date" under Regulation 8.1, the General Synod will be deemed to have ceased to exist upon the occurrence of any of the following events:

- (a) Dissolution - The General Synod is wound up, dissolved or liquidated under any law or otherwise, or becomes subject to any provision of the Winding-Up and Restructuring Act (Canada) which has the effect of removing management or control of its functions from the General Synod, or has its existence terminated in any other manner.
- (b) Insolvency - The General Synod makes a general assignment for the benefit of its creditors or is declared or becomes bankrupt under the Bankruptcy and Insolvency Act (Canada).
- (c) Appointment of Trustee or Receiver - Any interim receiver, receiver, receiver and manager, custodian, sequestrator, administrator or liquidator or any other person with similar powers is appointed in respect of the General Synod, or the General Synod's property, assets and undertaking ("Property") which has the effect of removing management or control of its functions from the General Synod.
- (d) Enforcement Against General Synod Property - Any holder of any security interest, mortgage, lien, charge, claim, trust or encumbrance enforces against, delivers any notices relating to its rights or its intention to enforce against, or becomes entitled to enforce against, or otherwise takes possession of, the Property or the interest of the General Synod therein, or any part thereof which has the effect of removing management or control of its functions from the General Synod; or
- (e) Loss of Control - The General Synod, for any other reason, fails to remain in management and control of its functions.

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## LONG TERM DISABILITY PLAN

### SECTION A

#### DEFINITIONS

Except as otherwise indicated, the words and phrases used in this document have the following meanings:

**A.1 Actively at Work, Active Work**

An Employee is Actively at Work if actually working at his or her usual place of employment, or any other location as required by the Employer. The Employee must be physically and mentally fit to perform the essential duties of his or her normal occupation, or other work that the Employer may temporarily assign. Such an Employee is considered to be Actively at Work on weekends, vacations and statutory holidays.

**A.2 Actuary**

A Fellow of the Canadian Institute of Actuaries.

**A.3 Administrator**

Administrator is a person or organization ~~appointed by the Board of Trustees responsible~~ to handle payment of claims, claims accounting, claims control and related services. ~~On the Effective Date November 18, 2000,~~ the Board of Trustees is the Administrator and has the authority to delegate responsibility for administration.

Effective January 1, 2005, the Pension Office shall be the Administrator.

**A.4 Benefit(s)**

Amounts payable under this Plan or a Previous Plan.

**A.5 Church**

The Anglican Church of Canada.

**A.6 Coverage, Covered**

Protection under this Plan.

**A.7 Disabled**

A state of incapacity due to Disability.

**A.8 Disability**

Injury or Illness that prevents the Employee from performing the usual and customary duties of his or her occupation.

**A.9 Effective Date**

The Effective Date of this Plan, which is January 1, 1994.

DRAFT

Amended May  
2003

Amended Mar.  
2004, Effective  
Jan. 1, 2005



**A.10 Eligible Employee**

A person employed by a Participating Employer who is below the age of 65 and who is either:

Amended Mar.  
2004, Effective  
Jan. 1, 2005

(a) a member of the General Synod Pension Plan or the Lay Retirement Plan of ~~€~~The Anglican Church of Canada; or

Amended Mar.  
2004, Effective  
Jan. 1, 2005

(b) eligible to be a member of the General Synod Pension Plan of ~~€~~The Anglican Church of Canada, but has been exempted from membership in accordance with the provisions of that plan, provided that Coverage commences within 30 days following the person becoming eligible for Coverage.

**A.11 Elimination Period**

The Elimination Period begins on the Employee's first day of Disability and lasts for 119 days without interruption.

**A.12 Employee**

An Eligible Employee who is Covered under the Plan.

**A.13 Employer**

A Participating Employer who employs a particular Employee.

**A.14 Reserved****A.15 Fund**

The fund maintained in accordance with Section F of the Plan.

**A.16 Illness**

Disease or illness, including mental illness, or a medical condition resulting from pregnancy.

**A.17 Initial Assessment Period**

The period during which an Employee undertaking rehabilitative employment is assessed for the physical and mental capability to undertake the duties of his or her former or a new occupation. The duration of the Initial Assessment Period will be determined by the Administrator before the Employee begins rehabilitative employment, and may be extended or shortened at the discretion of the Administrator.

**A.18 Injury**

An accidental injury which causes Total Disability within 90 days after the date the injury is sustained.

**A.19 Leave of Absence, Approved Leave of Absence**

An arrangement registered with the Administrator whereby a Participating Employer and Employee agree that the Employee will be absent from Active Work for a specific period of time which is not a casual absence or vacation, and where it is anticipated that the Employee will return to Active Work with the Participating Employer on a specified date when the Leave of Absence ends. The following are the types of leave of absence and the maximum period of time for

which Coverage may be maintained:

- (a) maternity/paternity leave: 12 months
- (b) study leave: 12 months
- (c) lay-off: 6 months

New section  
Oct. 13, 2001

#### **A.20 Medical Consultant**

A Medical Consultant is any duly licensed medical doctor retained by the Administrator to provide medical direction to the Plan, including, but not restricted to, communicating directly with any Physician involved in the treatment of an Employee covered under the Plan.

Renumbered  
Oct. 13, 2001

#### **A.21 Mental Illness**

An Illness where the Employee is receiving continuous treatment from a Physician who is certified to practice as a Psychiatrist.

Renumbered  
Oct. 13, 2001

#### **A.22 No-evidence Limit**

The amount of Benefit for which an Employee has Coverage which is not subject to the provision of medical evidence of good health, in accordance with the Benefit Schedule.

New section  
Oct. 13, 2001

#### **A.23 Partial Disability**

An Employee who has been Totally Disabled throughout the Elimination Period and is unable to return to the duties of his or her usual occupation, although able to undertake other paid employment, will be considered partially disabled as long as such employment results in remuneration that is more than 40% but not more than 80% of his or her pre-disability Salary.

Renumbered  
Oct. 13, 2001

#### **A.24 Participating Employer**

The General Synod of the Church and all dioceses, parishes and organizations of the Church which participate in the Plan.

Renumbered  
Oct. 13, 2001

#### **A.25 Pension Committee**

The Pension Committee of the Church.

Renumbered  
Oct. 13, 2001

#### **A.26 Physician**

A Doctor of Medicine (M.D.), duly licensed to practise medicine, or any other practitioner licensed by the College of Physicians and Surgeons of one of the Provinces of Canada or the equivalent licensing body of the country where the Employee is living, and who is practising within the scope of his or her license.

Renumbered  
Oct. 13, 2001

#### **A.27 Plan**

This Long Term Disability Plan effective January 1, 1994.

Renumbered  
Oct. 13, 2001

#### **A.28 Plan Anniversary**

August 1, 1998 and August of each subsequent year.

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Renumbered  
Oct. 13, 2001

**A.29 Plan Benefit(s)**

See "Benefit(s)".

Renumbered  
Oct. 13, 2001

**A.30 Plan Year**

Effective July 31, 1998 and any subsequent period of 12 months beginning on a Plan anniversary.

Renumbered  
Oct. 13, 2001

**A.31 Premium Payment**

Any payment made by an Employee for provision of Coverage under this Plan.

Renumbered  
Oct. 13, 2001

**A.32 Previous Plan**

The Long-Term Disability Plan administered for the Church by the North American Life Assurance Company under contract number NG 01003662.

Renumbered  
Oct. 13, 2001

**A.33 Rehabilitation Program**

A Rehabilitation Program is any training program or work-related activity that:

- (a) is intended to help an Employee to return to the duties of his or her own occupation or any other paid employment, and
- (b) is recommended or approved by the Administrator.

Renumbered  
Oct. 13, 2001

**A.34 Salary**

- (a) Subject to the following paragraph (b), Salary means an Employee's monthly earnings for pension purposes as defined by the provisions of The General Synod Pension Plan or Lay Retirement Plan, on the date Disability begins.
- (b) For purposes of this Plan, Salary does not include any increase in compensation attributable to an Employee's temporary assignment for a period not exceeding 12 months to a position other than the Employee's normal occupation.

Renumbered &  
amended  
Oct. 13, 2001

**A.35 Total Disability or Totally Disabled**

An Employee is considered Totally Disabled if:

- (a) he or she is unable to perform, as a result of medical restrictions and limitations, the usual and customary duties of his/her own occupation, or any suitable work made available by the employer, and is not working at any other job (except as may apply under Rehabilitation Provisions), during the 24 months following the elimination period, and the subsequent twenty-four months as a result of injury or illness. After this, an Employee is considered Totally Disabled only if unable to perform the duties of any occupation for which he or she is fitted by education, training or experience.
- (b) thereafter, while it prevents him or her from performing the duties of any occupation for which he or she is fitted by education, training or experience,

and which would generate earnings of at least 66-2/3% of his or her predisability Salary.

The Employee must be under the regular care of a Physician during the period of Disability. Treatment must be considered appropriate by the Medical Consultant for the nature and severity of the disabling condition or conditions, which may require participation by a Physician who is a recognized specialist in the ongoing care and treatment of one or more of the disabling conditions, and must be prescribed by and performed by a certified specialist for the condition involved. From time to time, the Employee may be required ~~requested by the~~ Administrator to undergo an independent medical examination by a Physician designated by the Administrator to provide ~~establish~~ proof of continuing Disability.

New section  
Oct. 13, 2001

#### **A.36 Transitional/Modified Work**

Transitional or Modified Work is that which accommodates the medical limitations of the Employee and is designed to allow the Employee to return to regular duties through a program of work hardening or conditioning.

#### **A.37 Trustees**

The Board of Trustees established pursuant to ~~section 5 of~~ Canon VIII and "Trustee" means a member of the Board of Trustees.

Amended Mar.  
2004, Effective  
Jan. 1, 2005

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## SECTION B

### TERMS AND CONDITIONS OF COVERAGE

#### **B.1 Eligibility requirements**

**B.1.1** An Eligible Employee with coverage under the Previous Plan is automatically Covered under this Plan on the Effective Date provided he or she is Actively at Work on the Effective Date.

**B.1.2** An Eligible Employee whose employment begins on or after the Effective Date or who is not Actively at Work on the Effective Date is automatically Covered under this Plan on the day following the date he or she has been Actively at Work for 30 days.

#### **B.2 When Coverage begins**

For an Employee who was covered by the Previous Plan immediately before the Effective Date, Coverage begins on the Effective Date.

For other Employees, Coverage begins on the later of the date an Employee:

- (a) becomes Eligible, or
- (b) completes a written application for Coverage on a form provided by the Administrator. If written application is not made within 30 days of the date the Employee became Eligible for Coverage under this Plan or the Previous Plan, the Employee may be required to provide evidence of good health at his or her own expense before Coverage begins.

If an Eligible Employee is not Actively at Work because of Injury or Illness on the day Coverage would normally begin, Coverage will begin on the first subsequent day that he or she is Actively at Work.

#### **B.3 Continuation of Coverage while on Approved Leave of Absence**

Coverage is suspended on the first day of a Leave of Absence without pay, including maternity and parental leave, unless the Employee:

- (a) chooses to continue Coverage throughout the Leave of Absence, and
- (b) makes arrangements to continue Premium Payments that would normally be made by payroll deduction.

#### **B.4 Reinstatement of Coverage**

If an Employee's Coverage is suspended due to Leave of Absence or temporary layoff, Coverage will automatically be reinstated on the date of return to Active Work for a Participating Employer, provided the return to Active Work is within six months after the date the Leave of Absence begins.

If the Employee returns to Active Work more than six months after the Leave of

Absence begins, Coverage will recommence on the day following the date he or she has been Actively at Work for 30 days.

#### **B.5 Termination of Coverage**

Coverage automatically ends on the day when this Plan terminates, or an Employee:

- (a) leaves the employment of a Participating Employer, or
- (b) ceases to qualify for Coverage, or
- (c) fails to make a required Premium Payment, or
- (d) retires or reaches age 65, whichever is the earlier.

#### **B.6 Increases and decreases in Coverage**

If an Employee's Coverage increases or decreases because of a change of Salary, the increase or decrease will take effect on the date of the change in Salary, provided the Employee is not absent because of Disability. If the Employee is absent because of Disability, the change in Coverage will take effect when the Employee returns to Active Work.

If an increase in Coverage together with existing Coverage exceeds the No-evidence Limit, the Employee must provide medical evidence of good health for the portion of the increased Coverage that exceeds the No-evidence Limit.

#### **B.7 Premium waiver**

If an Employee is Disabled and receiving Benefits, Premium Payments are waived from the first of the month following the effective date of LTD Benefit.

#### **B.8 Employee's Responsibility during Total Disability**

During any period of Total Disability, the Employee must make every effort to:

- (a) recover from the disability, including participating in any appropriate treatment, Rehabilitation Program or Transitional/Modified Work made available by the Employer, which is approved by the Administrator in consultation with the Medical Consultant and the treating Physician(s).
- (b) obtain training considered necessary by the Administrator in order to qualify for another occupation, if it becomes apparent that the Employee will not be able to return to his or her own occupation within the first 24 months for which benefits are payable.
- (c) obtain benefits that may be available from other sources as identified in C.3 Coordination of Benefits.

The Employee's failure to comply with these responsibilities may result in the delay, withholding or discontinuation of benefit payments

DRAFT

New section  
Oct. 13, 2001

## SECTION C

### AMOUNT AND PAYMENT OF BENEFITS

**C.1 Amount of Benefits Payable**

The Plan will pay the amount of Benefit shown in the Benefit Schedule to an Employee who becomes Disabled while Covered under this Plan.

**C.2 Payment of Benefits**

**C.2.1** Benefits become payable when an Employee's proof of claim is accepted.

**C.2.2** Benefits are paid monthly, at the end of the month for which they are due.

Payments due for any period of less than one month will be calculated at a daily rate of one-thirtieth of the monthly rate.

**C.2.3** If the Employee dies, any unpaid Benefits to which he or she was entitled before death will be paid to his or her estate.

If this Plan ends while an Employee is receiving Benefits, payment of Benefits will continue until one of the events described in paragraph C.4.2 occurs, subject to the provisions of paragraph F.3.

**C.3 Coordination of Benefits**

**C.3.1** An Employee's Plan Benefits shall be reduced by such of the following benefits as may be applicable:

- (i) any benefit for which the Employee is eligible under the Canada or Quebec Pension Plans by reason of the disability, but excluding therefrom any dependents benefits or cost-of living increases made under those plans after benefits begin;
- (ii) benefits for which the Employee is eligible under any Workers' Compensation or similar law because of the disability;
- (iii) 60% of the value (as determined by the Administrator) of housing or 60% of any housing allowance provide by the Employer within the period of disability;
- (iv) any amount determined by the Administrator to be deductible under the "85% limitation rule" described below.

**C.3.2 85% Limitation Rule**

The intention of the rule is that an Employee shall not receive a total net income from Employment during disability greater than 85% of the net

income received from Employment before disability. To achieve this the Administrator is empowered to determine the amounts set out as A and B below.

**A. Net income during disability**

The net income during disability shall be determined as the sum of:

- a) the net benefit determined under C.3.1 above after deduction of items (i), (ii) and (iii) but not item (iv).
- b) the amounts determined under C.3.(i), (ii) and (iii).
- c) any disability or retirement benefits payable under any group or association policy providing group insurance or retirement benefits but not including any individual policy.
- d) where permitted by law, any disability or loss-of-time benefits payable under any no-fault provision in any government plan of automobile insurance, payable as a result of the disability.
- e) payments provided under any other government plan or law or any other government agency as a result of the disability.
- f) amounts paid by any employer as salary continuance or severance pay.
- g) any unreduced pension paid under the General Synod Pension Plan.

less

- h) the amount that the Employee would pay in income tax on the sum of the income constituents a) to g) above as if that were the Employee's only income and allowing for the refundable tax credits to which the Employee is actually entitled.

**B. Net income prior to disability**

The net income prior to disability shall be defined as the sum of:

- j) the Salary of the Employee.
- k) any benefits which were received by the Employee in categories c) to g) inclusive before the Employee became disabled.
- l) any income from the Employer, not included in Salary, which ceased when the Employee became disabled,

less



- m) the amount that the Employee would pay in income tax on the sum of the income constituents j) to l) above as if that were the Employee's only income and allowing for the refundable tax credits to which the Employee is actually entitled.

In the event that the amount determined as A exceeds 85% of the amount determined as B, the difference shall be the amount used for C.3.1(iv) above.

The Employee shall be required to provide the Administrator with any information required to make this determination.

#### **C.4 Duration of Benefits**

##### **C.4.1 Commencement of Benefits**

Benefits begin on the first day after completion of the Elimination Period, provided the Employee has been Totally Disabled throughout that period.

If the Employee becomes Totally Disabled during a Leave of Absence and has maintained Plan Coverage, the Elimination Period begins on the first day of Disability. Benefits begin on the later of:

- (a) the specified date when the Leave of Absence would have ended, or
- (b) the first day after completion of the Elimination Period.

##### **C.4.2 Termination of Benefits**

If an Employee is Totally Disabled, Benefits continue until the earliest of the following events occur:

- (a) the Employee is no longer Disabled;
- (b) the Employee retires or reaches age 65, whichever is earlier;
- (c) the Administrator requests in writing but does not receive proof that the Employee is Disabled;
- (d) the Employee fails to take a physical examination or mental evaluation requested by the Administrator without reasonable cause;
- (e) the Employee is no longer receiving medical care or treatment satisfactory to the Administrator;
- (f) the Employee, without reasonable cause, refuses to undertake any Rehabilitation Program suggested by the Administrator after receiving advice from a Physician;
- (g) the Employee refuses to participate in Transitional/Modified Work deemed appropriate, when approved by the Administrator and the Medical Consultant;

New section  
Oct. 13, 2001

- (h) the Employee ceases to reside in Canada or is away from Canada for more than 6 consecutive months for any reason, unless the Administrator agrees in writing, in advance, that benefit payment will continue during such absence;
- (i) the Employee fails to sign or comply with a repayment agreement as requested by the Administrator;
- (j) the Employee dies;
- (k) the date on which Benefit payments cease according to the provisions of paragraph F.3.

#### **C.4.3 Partial Disability**

An Employee who has been Totally Disabled throughout the Elimination Period and is unable to return to the duties of his or her usual occupation although able to undertake other paid employment, will continue to receive Benefits if:

- (a) other paid employment is undertaken under the supervision of a qualified Physician, and
- (b) the arrangement is acceptable to the Administrator.

Amended  
Oct. 13, 2001

New Section  
Oct. 13, 2001

To be regarded as Partially Disabled, the Employee's earnings from such employment must be more than 40% but less than 80% of his or her pre-disability Salary, based on his or her regular pre-disability work week but not exceeding a forty hour work week.

Amended  
Oct. 13, 2001

The Employee's Plan Benefit will be reduced by:

- (a) 50% of gross earnings from the new employment, and
- (b) any amounts received from the sources listed in paragraph C.3, and
- (c) the amount by which Plan Benefits, plus 100% of gross earnings from the new employment, plus any amounts paid from the sources listed in paragraph C.3, exceeds 85% of his or her ~~salary~~ pre-disability Net income.

If a Disabled Employee returns to a different occupation with the same Participating Employer, an additional Benefit equal to 50% of his or her Salary will be paid for the first three months, allowing the Participating Employer to reduce the Employee's salary by 50% during that period.

Benefits will continue until the earliest of:

- (a) the date the Employee is able to return to the duties of his or her normal occupation, or

- (b) the date on which one of the events described in paragraph C.4.2 occurs.

**C.5 Recurrent Disability**

**C.5.1** If an Employee receiving Benefits returns to work Full-time and again becomes Disabled within six months due to the same or a related cause as the previous Disability, Benefits will recommence on the day the Disability recurs. The amount of Benefit will be based on the same Salary as the Employee's last claim under this Plan.

**C.5.2** If a Disabled Employee returns to work during the Elimination Period and once more becomes Disabled due to the same or a related cause as the previous Disability, subsequent periods of Disability will be considered a continuation of the first period of Disability, provided the Employee has not been Actively at Work for more than a total of 15 days during the Elimination Period.

**C.6 Cost-Of-Living Adjustment (COLA)**

Each January following the calendar year in which Disability Benefits begin, a Disabled Employee's monthly Plan Benefits will be increased by a cost-of-living adjustment (COLA).

The COLA increase will be the lesser of:

- (a) the maximum cost-of-living adjustment shown in the Benefit Schedule; or
- (b) the percentage increase in the Consumer Price Index (CPI) for the 12-month period ending October 31 in the previous calendar year from the 12-month period one year earlier.

CPI increases in excess of the maximum cost-of-living adjustment will be carried forward for use in subsequent calendar years when the CPI increase is less than the maximum cost-of-living adjustment.

The COLA will be applied to the initial gross monthly Benefit, the initial Canada Pension Plan or Quebec Pension Plan benefits and the initial all-source limit. The Plan Benefits payable are then re-calculated according to the Coordination of Benefits procedure using the adjusted amounts.

No Benefit will be reduced due to a reduction in the CPI, but any reduction that would otherwise be made in accordance with the COLA increase formula will be offset against subsequent COLA increases.

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## **C.7 Exclusions**

No Benefits will be paid in the event the Disability:

- (a) is intentionally self-inflicted while the Employee is sane or insane;
- (b) results directly or indirectly from insurrection, war, service in the armed forces of any country or participation in a riot;
- (c) results while committing or attempting to commit a criminal act;
- (d) occurs while the Employee is legally imprisoned;
- (e) occurs while the Employee is on unpaid Leave of Absence of any kind, except as provided in paragraph B.3;
- (f) is due to cosmetic surgery or treatment, unless this surgery or treatment is for Injury and begins within 90 days of the accident.

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## SECTION D REHABILITATION PROVISIONS

### **D.1 Rehabilitation Program**

A Rehabilitation Program is any training program or work-related activity:

- (a) intended to help an Employee to return to the duties of his or her own occupation or any other paid employment, and
- (b) recommended or approved by the Administrator.

When deciding if a Rehabilitation Program is appropriate, the Administrator will assess such factors as the expected duration of Disability and the type of activity required to help an Employee back to work at the earliest possible time.

The Employee should be able to support him or herself in any commensurate occupation after being in such a program, without consideration to the availability of such employment.

The Administrator is under no obligation to approve a Rehabilitation Program proposed by an Employee.

An Employee who, without reasonable cause as determined by the Administrator, refuses to participate in a Rehabilitation Program recommended or approved by the Administrator, will no longer be entitled to Benefits.

### **D.2 Payment of Benefits**

An Employee will continue to receive Benefits for the duration of any Rehabilitation Program undertaken that has the approval of the Administrator. If the Employee leaves the Program without the permission of the Administrator (which will not be unreasonably withheld), payment of Benefits will stop immediately.

**D.2.1** If entering a Rehabilitation Program involves employment at the Employee's former occupation or at a new occupation, Benefits will continue for the Initial Assessment Period.  
Benefits will cease after the Initial Assessment Period ends, and if the Employee has been Totally Disabled for:

- (a) fewer than 24 months and is, from that time on, considered capable of performing the usual and customary duties of his or her former occupation, or
- (b) 24 months or more and is, from that time on, considered capable of performing the usual and customary duties of his or her former or a new occupation.

If, after the Initial Assessment Period, the Employee is not considered

New section  
Oct. 13, 2001

New section  
Oct. 13, 2001

Amended  
Oct. 13, 2001

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capable of performing the usual and customary duties of the former or new occupation, or Total Disability occurs by a recurrence of the same or a new Disability, Benefits are reinstated in full without a new Elimination Period.

**D.2.2** If entering a Rehabilitation Program involves training rather than employment, payment of Benefits is extended to the later of:

- (a) the end of the Rehabilitation Program, or
- (b) the end of a period of post-training employment, the length of which will be determined by the Administrator.

New section  
Oct. 13, 2001

The Administrator will inform the Employee in writing of the terms under which payment for the cost of the program will be made. This will include the type of expense which will be covered and when they may be incurred.

New section  
Oct. 13, 2001

Expenses will not be provided to the extent coverage for such expenses is required, or is available at no cost, to the Employee under a law or governmental program that provides rehabilitation.

### **D.3 Determination of the amount of benefit while participating in an approved Rehabilitation program.**

The amount of benefit will be determined in accordance with subsections C.1 and C.3, except that,

- (a) the “85% limitation rule” and all references to 85% of net income received from employment before disability shall be read as the “100% limitation rule” and 100% of net income received from employment before disability, and
- (b) subsection C.3.2A(f) shall be read to include amounts received from rehabilitative employment; and
- (c) the “net income received from Employment before disability” as referred to in subsection C.3.2B shall be adjusted each year in accordance with subsection C.6, “Cost-Of-Living Adjustment (COLA)”, disregarding the “Maximum adjustment”.

### **D.4 Repayment of expenses**

Any reasonable expenses associated with a Rehabilitation Program will be paid by the Fund. Such expenses must be pre-authorized by the Administrator.

The amount of these expenses will not exceed three times the Employee's gross monthly Benefit or any higher amount which may be authorized by the Administrator.

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## SECTION E

### CLAIMS PROVISIONS

#### **E.1 Proof of claim**

The Employee must promptly provide written evidence sufficient to verify any facts that are relevant to his or her Coverage or claim for Benefits. The evidence must be acceptable to the Administrator, and received by the Administrator on forms approved for this purpose within 90 days from the date Illness or Injury began.

Benefits will only be paid for periods for which the Administrator has received satisfactory proof that the Employee is entitled to Benefits.

An Employee living outside Canada may be required by the Administrator to return to Canada at his or her expense before the claim is approved and subsequently at least once each year, for medical, psychiatric, psychological, educational and/or vocational evaluations by examiners selected by the Administrator, or for rehabilitative training.

If this Plan terminates for any reason, and any claim for Benefits is not submitted to the Administrator within 60 days after the date of termination, Benefits will not be payable.

#### **E.2 Right to receive and release information**

The Administrator has the right, with the written consent of the Employee, to request, obtain and release information and records from or to any party if such information is required in order to administer a claim. Any person claiming Benefits must provide the Administrator with all information necessary to administer the claim. All such information will be held in strict confidence by the Administrator.

#### **E.3 Right to examine**

The Administrator has the right to require an Employee who is claiming Benefits to undergo a physical examination or mental evaluation when and as often as may be reasonable. The cost of such an examination or evaluation will be paid by the Fund.

#### **E.4 Third party liability**

When an Employee has a cause of action against a third party for income lost as a result of his or her Disability, a repayment agreement provided by the Administrator must be completed.

The Employee must also repay the Plan any overpayment resulting from the third-party liability. "Overpayment" refers to any payment included under C.3 in excess of the actual loss of income for any given week. Net legal fees and

disbursements related to the wage loss portion of the claim against the third party are deducted. The repayment agreement must set out the calculation of the Employee's over-compensation in detail. This amount must then be paid directly to the Administrator by the Employee.

An Employee who does not obtain the written consent of the Administrator before entering into a compromised settlement of any claim with a third party will be considered to have recovered his or her full loss.

Following notification to the Administrator of the judgement or settlement, no further Benefits will be paid until the Plan has been repaid the amount stated in the repayment agreement.

If the third party awards the Employee a lump sum for loss of future earnings, the Administrator will calculate how much this represents in terms of monthly income and reduce the Employee's monthly Benefits accordingly. The repayment agreement will show details of this calculation.

If a monthly benefit is to be paid for loss of future earnings, Benefits will be reduced by this income.

**E.5 Facility of payment**

Whenever payments which should have been made under this Plan have been made under any other plans, the Administrator has the right to pay over amounts owing directly to such other plans. The Plan will then be fully discharged from liability for such payments.

**E.6 Right of recovery**

The Administrator has the right to recover excess Benefit payments from the Employee. If recovery cannot be made, payments from future claims may be reduced until the excess amount or ineligible expenses are recovered.

**E.7 Limitation of action**

No legal action for the recovery of any claim may be brought against the Plan within 90 days or after one year from the expiration of the time in which proof is required.

**E.8 Currency**

All dollar amounts in this Plan are Canadian dollars.

**E.9 Clerical error**

An Employee's rights will not be prejudiced by any clerical error.

**E.10 Assignment**

The Employee may not assign Benefits to a third party.



## SECTION F

### PLAN FUNDING

#### F.1 Contributions

Amended Mar.  
2004, Effective  
Jan. 1, 2005

**F.1.1** ~~Not later than 90 days following the beginning of each Plan Year the Administrator~~The Pension Committee, on the advice of the Actuary, will establish the rate of contributions (expressed as a percentage of Salary) required to be paid in ~~that~~the Plan Year by Covered Employees. In preparing contribution advice to the ~~administrator~~Pension Committee, the Actuary will, in accordance with accepted actuarial practice, take into account the Plan's expected benefit payments and expenses, the assets of the Fund, and the Plan's liabilities for future Benefit payments.

**F.1.2** Each Participating Employer will collect the required contributions from its Employees and remit them to the Administrator for deposit with the Trustees, within 30 days following the end of the month for which the contributions are due, together with any additional information the Administrator may require for the administration of the Plan.

#### F.2 Reserves

Amended  
Oct. 13, 2001

Within 90 days of each Plan Anniversary, or at such other intervals as determined by the Pension Committee, the Actuary will, in accordance with accepted actuarial practice, review the Administrator's annual claims report and provide to the Administrator an estimate of the amount to be reserved for payment of unreported claims, and for future Benefit payments with respect to reported claims.

#### F.3 Solvency and reduction of Benefits

**F.3.1** Should the Administrator determine at any time, on the advice of the Actuary, that the assets of the Fund, together with expected future contributions, are not sufficient to finance Plan Benefits, the Plan will be considered insolvent and the Administrator will so notify the Pension Committee within 30 days after making such a determination.

**F.3.2** On receiving the notification referred to in paragraph F.3.1, the Pension Committee will, to the extent it considers necessary to restore the solvency of the Plan, amend the Plan by reducing the amount and/or duration of Benefits with respect to claims arising both before and after the effective date of such amendment in such equitable manner as it considers appropriate.

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## SECTION G

### FUND MANAGEMENT

#### G.1 Establishment of the Fund

Amended Mar.  
2004, Effective  
Jan. 1, 2005

The ~~Administrator~~Trustees will ~~deposit and~~ hold in trust in the Fund all contributions made to the Plan, together with all investment earnings and capital appreciation of the Fund.

#### G.2 Appointment of a custodian

Amended Mar.  
2004, Effective  
Jan. 1, 2005

The ~~Administrator~~Trustees will enter into an agreement with a custodian for the safe-keeping and administration of the assets of the Fund in excess of amounts required to meet Benefits and Plan expenses.

#### G.3 Investment of the Fund

Amended Mar.  
2004, Effective  
Jan. 1, 2005

**G.3.1** The ~~Administrator~~Trustees will arrange for the assets of the Fund to be invested in investments that would be acceptable for a pension fund in accordance with the Ontario Pension Benefits Act and its Regulations, and in compliance with any instruction of the Pension Committee. In so doing, the ~~Administrator~~Trustees will not be restricted to investments that would otherwise be permitted for monies held in trust. **\*[NTD: Note that this provision gives the Pension Committee the right to instruct the Trustees in the investment of the assets of the LTD Fund. The Pension Committee does not have this right with respect to the Pension Funds.]**

**G.3.2** The ~~Administrator~~Trustees may delegate ~~its~~their responsibilities with respect to the investment of the Fund to a bank, trust company and/or investment counsel firm, and such organization will be required to invest the assets of the Fund in accordance with paragraph G.3.1.

#### G.4 Payments from the Fund

The Administrator will authorize the payment from the Fund of the following amounts:

- (a) Benefits payable under the Plan;
- (b) administrative expenses and fees incurred in the operation of the Plan and Fund including but not limited to costs incurred by the Pension Committee, the Administrator and the Trustees in the operation of the Plan, custodial and investment management fees, fees related to medical examinations and advice, legal fees, actuarial and consulting fees and rehabilitation expenses;
- (c) any taxes payable by the Fund under any law of Canada or of a province of Canada.

Amended Mar.  
2004, Effective  
Jan. 1, 2005

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**G.5 Benefits payable only from the Fund**

**G.5.1 The Fund will be the only source for the payment of Benefits.**

Amended Mar.  
2004, Effective  
Jan. 1, 2005

**G.5.2** In no event will any Employee or any Participating Employer be entitled to any recompense or damages from the Church, the Administrator, the Trustees, the Pension Committee or any of their agents or employees, the Central Advisory Group, or any member, director, officer, employee or agent thereof, in respect of the operation of the Plan or on account of the inability of the Fund to provide Benefits.

Amended Mar.  
2004, Effective  
Jan. 1, 2005

**G.5.3** Neither the Pension Committee, the Administrator, the Trustees, nor any director, officer, member, employee or agent thereof, shall be liable for any negligence or honest error of judgement, nor be personally liable for any liability or debt of the Plan or the Fund contracted or incurred, nor for the non-fulfillment of any contract, nor for any other liability arising in connection with the administration of the Plan and the administration and the investment of the Fund; provided, however, that nothing herein shall exempt the Pension Committee, the Administrator nor, the Trustees, the Central Advisory Group, or any member, director, officer, employee or agent thereof, from any liability, obligation or debt arising out of acts or omissions done or suffered in bad faith or through ~~gross negligence or~~ willful misconduct. Neither the Pension Committee, the Administrator, the Trustees, the Central Advisory Group nor any member, director, officer, employee or agent thereof, shall be liable for any action taken upon reliance on any instrument, certificate or paper believed by them to be genuine and to be signed or presented by the proper person or persons and shall be under no duty to make investigations nor inquiry as to any statement contained in any such document but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained. ~~The Pension Committee and/or the Administrator may obtain trustees' and fiduciaries' liability insurance and pay~~ Liability insurance may be obtained for the persons referred to in this section G.5.3 and the premiums for such insurance paid out of the Fund.

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Amended Mar.  
2004, Effective  
Jan. 1, 2005

## SECTION H

### GENERAL PROVISIONS

#### H.1 Eligibility of Church-related employers

An Employer eligible to become a Participating Employer may become a Participating Employer by completing a written agreement with the Administrator whereby the employer agrees that:

- (a) the Administrator acts as the agent of all the Employers who Participate in the Plan, and
- (b) it will supply to the Administrator completed applications for Coverage for all Eligible Employees within 30 days of the date of the agreement, and
- (c) it will pay to the Administrator on behalf of the Trustees all Premium Payments collected from its Employees.

#### H.2 Plan administration

**H.2.1** The Administrator will maintain any records necessary to make Benefit determinations for the proper administration of the Plan.

**H.2.2** The Administrator will decide all matters regarding administration, operation and interpretation of the Plan.

**H.2.3** The Administrator will provide each Employee with a written explanation of the terms of the Plan and any Plan amendments.

#### H.3 Amendment or termination of the Plan

**H.3.1** This document, including Sections A, B, C, D, E, F, G and H and the Benefit Schedule, constitutes the entire Plan and will not be changed except by an amendment approved by the Pension Committee.

**H.3.2** The Pension Committee hopes and expects to continue the Plan indefinitely but reserves the right to amend or terminate the Plan, either in whole or in part, at any time, without the approval or consent of the Participating Employers or the Employees.

**H.3.3** If the Plan terminates, none of the assets of the Plan will revert to the Employees until provision has been made for all Benefits due before or after the date of termination.

#### H.4 Applicable law

This Plan will be governed by and construed in accordance with the laws of the Province of Ontario, except as may be required for compliance with any law of any province of Canada in which any Employee is employed.

## **H.5 Conformity to legislation**

If this Plan does not conform to applicable laws in accordance with paragraph H.4, it is considered automatically amended to comply with the minimum requirements of that law.

## **SECTION I**

### **TRANSITIONAL RULES**

**I.1.** Notwithstanding any other provision of this Plan, if at any date the General Synod ceases to exist ("the transition date"), the following transition rules apply:

- (a) Any reference to "Pension Committee" shall mean a committee consisting of the persons who, immediately before the transition date, served as members of the Pension Committee of the General Synod. Such committee shall report to the Office of the Primate; who shall have the power and authority to remove and appoint members of such committee from time to time.
- (b) "Trustees" or "Board of Trustees" means the persons who served as Trustees of the Plan immediately prior to the transition date. The Pension Committee shall have the power and authority to remove and appoint members of the Board of Trustees from time to time.
- (c) Any reference in the Plan to the duties or responsibilities of the General Synod or the Council of the General Synod shall be read as a reference to the person holding the Office of the Primate.
- (d) In the event that Canon VIII of the General Synod ceases to have force and effect, all provisions thereof immediately prior to the transition date which relate to the operation and administration of the Plan shall be considered to be part of this Plan, subject to such changes as are necessary to achieve consistency with these transition rules.

**I.2.** For purposes of determining the "transition date" under Regulation I.1, the General Synod will be deemed to have ceased to exist upon the occurrence of any of the following events:

- (a) Dissolution - The General Synod is wound up, dissolved or liquidated under any law or otherwise, or becomes subject to any provision of the Winding-Up and Restructuring Act (Canada) which has the effect of removing management or control of its functions from the General Synod, or has its existence terminated in any other manner.
- (b) Insolvency - The General Synod makes a general assignment for the benefit of its creditors or is declared or becomes bankrupt under the Bankruptcy and

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Insolvency Act (Canada).

- (c) Appointment of Trustee or Receiver - Any interim receiver, receiver, receiver and manager, custodian, sequestrator, administrator or liquidator or any other person with similar powers is appointed in respect of the General Synod, or the General Synod's property, assets and undertaking ("Property") which has the effect of removing management or control of its functions from the General Synod.
- (d) Enforcement Against General Synod Property - Any holder of any security interest, mortgage, lien, charge, claim, trust or encumbrance enforces against, delivers any notices relating to its rights or its intention to enforce against, or becomes entitled to enforce against, or otherwise takes possession of, the Property or the interest of the General Synod therein, or any part thereof which has the effect of removing management or control of its functions from the General Synod; or
- (e) Loss of Control- The General Synod, for any other reason, fails to remain in management and control of its functions.

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**BENEFIT SCHEDULE**

<b>Monthly Benefit</b>	60% of the first \$2,500 of Salary plus 40% of Salary in excess of \$2,500
<b>Maximum monthly Benefit</b>	\$10,000
<b>Elimination Period</b>	119 days
<b>Maximum Benefit Period</b>	to age 65
<b>No-evidence maximum</b>	\$10,000
<b>Maximum Cost-of-living Adjustment</b>	3% per annum

**ADOPTION OF PLAN**

Amended Mar.  
2004, Effective  
Jan. 1, 2005

This Plan is adopted by the Pension Committee of ~~the~~ The Anglican Church of Canada as of January 1, 1994.

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Chairperson, Pension Committee

date

# **Serving God's World, Strengthening the Church,**

***A Framework for a common journey in Christ***

***2005 – 2010***

*Draw your church together, O Lord, into one great company of disciples,  
together following our Lord Jesus Christ into every walk of life,  
together serving him in his mission to the world, and  
together witnessing to his love on every continent and island.  
We ask this in his name and for his sake. Amen.*

"Excerpted from The Book of Alternative Services © copyright 1985  
by the General Synod of the Anglican Church of Canada."

**March 2004**

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## **A Vision of our future**

We envision a church that is growing in membership, faith and service in God's world.

- ❑ A church that reaches out to serve the world God loves by:
  - ❑ inviting people into a relationship with Jesus Christ
  - ❑ nurturing spiritual growth and development in all its members
  - ❑ welcoming and supporting children and young people in their journey of faith
  - ❑ nurturing and strengthening local Christian communities in their worship, learning and mission
- ❑ A church that works in creative ecumenical partnerships locally, nationally and internationally.
- ❑ A church whose members are learning and growing to understand themselves as stewards of their time, their resources, their decisions and their relationships.
- ❑ A church that is committed to walking with indigenous people in their goal of self-determination, to the enrichment of the whole church.
- ❑ A church that educates its members and advocates on issues of ecological, economic and social justice in Canada and throughout the world.
- ❑ A church that celebrates and strengthens the leadership of bishops, clergy and laity, and recognizes the vital role each has to play as it engages in God's mission in the world.
- ❑ A church that actively affirms the presence of people of all ages and works to make the most of the gifts of each person.

## **General Synod**

*The General Synod of the Anglican Church of Canada exists*

- ❑ *to enable the church to foster and nurture faithful servant communities through the sharing of resources and information across the whole church*
- ❑ *to enable dioceses, parishes and congregations to grow in mission and ministry*
- ❑ *to clarify and deepen understanding of Anglican identity*
- ❑ *to strengthen our work and the work of others through national and international partnerships.*

## **Context of this Plan**

In 1995, the General Synod approved a strategic plan -- *Preparing The Way* -- that outlined priorities and areas of work that it would concentrate on. Some areas of work that the General Synod had, until then, been involved in, were eliminated in favor of those priorities, while other areas of work were passed on to dioceses and parishes to undertake at the local level. *Preparing The Way* was to guide the church until 2004.

In 2001, General Synod directed the Council of General Synod to initiate and oversee a process of *intentional listening* to the church and in parishes regarding the future life and work of the Anglican Church of Canada, with on-going monitoring during the subsequent triennium and recommendations for future planning to come to General Synod 2004.

This is what we heard:

- ❑ Anglicans care deeply about the life of their local parish community and are looking for more support for congregational life. We heard concern over declining attendance and aging membership. We heard a concern for youth and a desire to increase their involvement in the life of the church. We heard that our members value activities that help to build community and to strengthen parish life.
- ❑ Many of the current concerns centre on what it means to be an Anglican. How do we welcome and include conservative and liberal, traditional and contemporary? How do we sustain a common life when some feel strongly that there is only one “right way” to be an Anglican while others celebrate diversity? Parishioners and clergy look to the General Synod of the Anglican Church of Canada for vision and the leadership to manage that vision. They expect the church at the national level to play a key role in clarifying and sustaining Anglican identity and vision.
- ❑ While most Anglicans feel the church’s responsibility is to minister directly to those in need (charity), they also feel that the church has a largely unfulfilled role as an advocate for social justice. Many feel that strengthening partnerships within the Anglican Church of Canada should be a high priority. There was evidence that Anglicans value the international work of the General Synod.
- ❑ Our members acknowledge that stewardship and the financial viability of the church are essential for it to carry out its mission, and there was a widespread desire for General Synod to address stewardship and financial concerns, especially through the provision of resources for stewardship education.

Since 1994, the Anglican native constituency has been guided by a Covenant that describes its desire to continue its participation in the Anglican Church while moving towards self-determination. In 2001, General Synod adopted *A New Agape*, a work plan and vision in support of the Covenant. In 2003, all 30 dioceses accepted their share of a Settlement Agreement with the Government of Canada compensating victims of physical and sexual abuse in native residential schools. The General Synod has a key role to play in taking the next steps towards healing and reconciliation.

We are aware of significant tensions and challenges in our life.

- Issues in human sexuality, especially those concerning the church’s response to same-sex partnerships, threaten our unity and the unity of the Communion.

- The financial obligations taken on by dioceses to support the Settlement Fund may mean a diminished financial capacity among dioceses to support the continuing work of the General Synod.
- The path that will strengthen both the self-determination of indigenous peoples and their full participation in our common life is not yet clear, and achieving a clear vision of how this can be done will require time, patience and good will on all sides.
- The Anglican Church is a church of many cultures, searching for ways to honor that truth in our common life. Instances of creativity and imagination in responding faithfully to the presence in our midst of persons from many ethnic and linguistic traditions emerge and become a part of our lives, but challenges remain.

Beyond the common life of the church, the context for our mission is changing rapidly. Patterns of social participation once taken for granted are under siege; local communities once sustained by local economies are cracking under the pressure of globalization; the assumptions of modernity are giving way to the still-hazy shape of the post-modern. Increasing numbers in the world live under the shadow of war, poverty, and fear. The church is called into ministry to a world that itself has no clear or consistent shape, and that seems to rest on no abiding values.

We find ourselves in a world of many faiths; no longer separated from one another by great distances or clear boundaries. But the quest for meaning remains a common quest and the hope for a human and humane future a common hope. The world challenges us to seek cooperation with other traditions in serving the world God loves, and our baptism calls us to live as disciples of Jesus and to invite others into that discipleship. The way forward cannot be a way of religious extremism, nor can it be one of careless disregard for the particular grace extended to humanity in the death and resurrection of Jesus.

In this context, and in light of the challenges and opportunities it presents us as the Anglican Church of Canada, this *Framework* invites us to speak of the “national church” as “us,” rather than as a structured level above – or at best alongside – other levels. The national church is the collective of congregations, servant ministries, dioceses, and ecclesiastical provinces engaged in a common desire for faithfulness in mission within the Anglican tradition and in seeking a common journey. *We are* the national church, served by staff, committees, synods, councils, boards and structures in a common life of faithfulness. The *Framework* asks us to adopt, not a formal plan, but a common self-understanding in mission as the basis for planning in every instance of the church’s gathered life.

The context that informs this proposed *Framework* includes increasing emphasis in our common life, on the church as the community of the baptized. The Baptismal Covenant outlines the character of that community, the story that binds it together and the responsibility of its members. It is very much a part of this *Framework*.

Finally, we hope that the theme of General Synod, “See, I am making all things new”, can also become the theme for the continuing development of mission and ministry for the Anglican Church of Canada. Baptism, as the sacrament of new life in Christ, and the Baptismal Covenant, which suggests the shape of that new life, can then provide a focus for our common journey, lived out in the diverse settings and circumstances which both challenge and strengthen us in our vocation and holding us to a common membership in the one Body of Christ.

***The Baptismal Covenant***

Do you believe in God the Father?

**I believe in God,  
The Father almighty  
Creator of heaven and earth.**

Do you believe in Jesus Christ, the Son of God?

**I believe in Jesus Christ,  
his only son, our Lord.  
He was conceived by the power of the Holy Spirit  
and born of the Virgin Mary.  
He suffered under Pontius Pilate,  
was crucified, died and was buried.  
He descended to the dead.  
On the third day he rose again.  
He ascended into heaven,  
and is seated at the right hand of the Father.  
He will come again  
to judge the living and the dead.**

Do you believe in God the Holy Spirit?

**I believe in God the Holy Spirit,  
the holy catholic Church,  
the communion of saints,  
the forgiveness of sins,  
the resurrection of the body,  
and the life everlasting.**

Will you continue in the apostles' teaching and fellowship, in the breaking of bread, and in the prayers?

**I will, with God's help.**

Will you persevere in resisting evil and, whenever you fall into sin, repent and return to the Lord?

**I will with God's help.**

Will you proclaim by word and example the good news of God in Christ?

**I will, with God's help.**

Will you seek and serve Christ in all persons, loving your neighbor as yourself?

**I will with God's help.**

Will you strive for justice and peace among all people, and respect the dignity of every human being?

**I will, with God's help.**

"Excerpted from The Book of Alternative Services © copyright 1985  
by the General Synod of the Anglican Church of Canada."

## Overview

This *Framework* for mission is grounded in the conviction that God initiates mission, and that human participation in that mission comes to its full expression in the life and ministry of Jesus Christ. Baptism both celebrates and shapes the human response to mission, and in the Baptismal Covenant<sup>1</sup>, our church identifies mission as the work of God – Father, Son and Holy Spirit – and then invites our commitment in five characteristic responses. Mission (what God is doing) and vocation (what we are called to, individually and corporately) are bound together in the *Baptismal Covenant*, in a way that makes clear that our work does not originate in our imagination alone, but rather in response to the work of God and the witness of our ancestors. The belief to which we are called in the first parts of the Covenant is not a simple matter of intellectual assent, but a commitment to the work and mission in which God is engaged. It is God who calls us into mission, and our responsibility is to discern the shape of that call. In this process, we have sought the call of God in part through the perceptions of the church at the local and diocesan level. An *Intentional Listening Process* disclosed deep concern for the financial and spiritual vitality of local churches in challenging circumstances. In that concern, we believe we hear the call of God to offer national responses that can support and strengthen local ministry. We do not hear an invitation to develop another series of “one size fits all” national initiatives, resources and programs.

We do not believe that God calls the General Synod to shape local mission in its own image, but rather to serve local mission out of the richness of shared resources, insights, and strategies that are part of a national network. There are new initiatives in this *Framework* that will move in that direction. We do not sense that it would be faithful or wise to abandon commitments to existing national partnerships, such as the Council of the North, or international partnerships, ecumenically and in the Anglican Communion.

Finally, God provides for the mission to which God calls us. This *Framework* does not depend on resources we wish we had, or could imagine having one day, but on the development of effective and creative habits in deploying the resources that God has entrusted to us, and on strengthening the stewardship practices of Anglicans in order to find further resources for the growth in mission that is always and everywhere our vocation.

This *Framework* proposes:

- that the core mission identified in the 1995 strategic plan continue for the next six years
- that additional initiatives to serve local mission, in areas such as congregational development, stewardship education, youth ministry, and leadership development, become part of the mission of the General Synod
- that, between 2004-2010, there be series of national (or regional) leadership development conferences for
  - youth and young adults,
  - leaders in ministries of stewardship education,
  - Canadian church leaders with an interest in international partnerships,
  - leaders in evangelism
  - leaders in congregational development.
- that each General Synod committee be asked to develop a vision of key goals and areas of work arising from this plan

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<sup>1</sup> The “Baptismal Covenant”, while not included in the celebration of Holy Baptism in the *Book of Common Prayer*, has the advantage, for the purposes of this document, of gathering in one place the two elements that the *Book of Common Prayer* contains in different places: The Apostles’ Creed (page 526) in the service of Baptism, and the “Rule of Life” in the Supplementary Instruction adjacent to the Catechism (page 555).

- that the structure of General Synod committees be revised as needed for this period so as to reflect these priorities, and that each committee participate in a process for reviewing and monitoring the implementation of this *Framework*

We recognize that this *Framework* is ambitious and far-reaching, including as it does work now being done as well as new work. We acknowledge that the resources required for full implementation are not yet in place. We therefore propose:

- that this *Framework* be phased in over its six-year lifespan as resources become available through increased efforts at stewardship and fund raising and
- that interim shifts in allocation of existing resources may be made, mindful of long-term commitments undertaken by General Synod
- that the process of planning and refinement continue through the next six years, guided by the Council of General Synod and its Planning and Agenda Team, allowing for flexibility in emphases as conditions dictate
- that the Council of General Synod develop a means to monitor and review the outcomes from working within this *Framework*, and a process for reporting its findings to General Synod, 2007, along with any suggestions for changes to the *Framework*.

The church's mission is always local. It is a mission among those who are *here* – among the people who participate in the church's life of worship, learning, and mission. It is a mission among those who are *near* – among those with whom God calls us to in relationship as his servants and the disciples of Jesus. It is also a mission among those who are *distant* – in another diocese, country, or region. This *Framework* for mission recognizes the importance of those relationships over distance, but invites us to relate to them not as *our* mission *far away*, but as God's mission whose shape is to be determined by those who will carry it out locally, to be supported by any wealth of imagination, sharing, resources and prayer that we can offer.

## Priorities

Where does our part in God's mission begin? Does it begin with a deepened sense of our own Anglican identity, or with communities that both shape and depend on that identity? Do our relationships with others through cross-cultural and international partnerships move us to find resources to continue those valued links of learning and mutual service, or does stewardship development make such partnerships possible? The mission priorities below are not presented in order from most to least important. Rather, they are linked to one another. Like Paul's image in 1 Corinthians, the church's engagement in mission is a gathering together of essential parts, each of which depends on and strengthens the other parts.

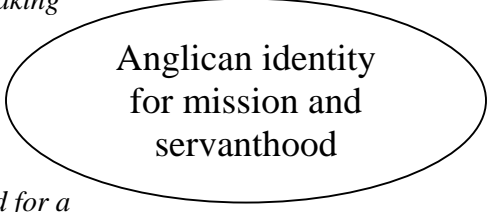
Three images from the life of Jesus invite us to look at our life together through three lenses. His taking up of the basin and towel at the Last Supper suggests that faithfulness in mission will require us to be servants. His table fellowship suggests that faithfulness in mission will require us to be hospitable to those he invites to his table in our midst. His self-offering on the cross suggests that faithfulness in mission will also require us to offer ourselves at some cost to our comfort or security. The local shape of mission is the shape of servanthood, hospitality, and self-giving love. The priorities we recommend for General Synod's participation in and support for that mission are as follows:



Each of these priorities includes specific areas of work or initiatives, some of which now exist and some of which will have to be developed.

### ***Deepening Anglican identity for mission and servanthood***

*To “continue in the apostles’ teaching and fellowship, in the breaking of bread, and in the prayers” is the basis of Anglican identity, Even as we encounter diversity and divergence in our reception of the apostles’ teaching, their fellowship, the Lord’s invitation to his table, and our common prayer call us to unity. Grounded in that unity, we are equipped for perseverance in the face of evil, for proclamation of Good News, for servanthood and for a common witness to divine justice and human dignity. A church that is growing in membership, faith and service requires that strong sense of unity and identity. The General Synod’s canonical responsibility for work in this area makes this a key priority for the next six years.*



Anglican identity  
for mission and  
servanthood

*The Anglican Church of Canada faces challenges ranging from rural depopulation and poverty in some regions to ministry at the margins in our largest cities. Congregations and servant ministries in every setting will find unique challenges and opportunities for responding to and joining in God’s mission. As a national church, we need to strengthen relationships and resources that will allow us to develop the practices of servant ministry in every setting into which God has called us by our baptism into the one Body of Christ.*

Activities within this initiative reflect on and address:

- ❑ core theological education for ordained leadership
- ❑ the work of the Primate’s Theological Commission as a resource and example for theological reflection among Anglicans
- ❑ accessible resources for liturgy and encouraging reflection about worship
- ❑ ecumenical and interfaith relationships
- ❑ national responses to important ethical issues that are grounded in Anglican life and thought as well as opportunities for our members to reflect on such issues.
- ❑ life-long learning to equip the household of the baptized – lay and ordained – for leadership, ministry and mission
- ❑ the development of *The New Agape* as an integral component of our identity



### ***Nurturing and strengthening Christian communities for local witness***

*The most important mission field for us all is the one closest at hand – the congregation of which we are a part, and the witness of that congregation in the world around it. Through its common life, a congregation invites its members to deepen their life in Christ, and to celebrate that life in word and sacrament with others who share it. Through its witness – words and actions that make its life visible to those around it – the congregation does the work of service and evangelism. The gathering of a community for teaching and fellowship, for baptism, Eucharist and common prayer bears witness to a truer and more hopeful story of our humanity. Resisting and turning from the ways we harm and are harmed offers the world an alternative to forgetfulness, carelessness and denial. In our proclamation of Jesus we can challenge the assumption of inevitability and business-as-usual that frustrates human hope and vision. The sighting and serving of Christ as present in those around us can restore and deepen our sense of common humanity, and our visible commitment to human dignity and divine justice can be a beacon in a world grown weary and cynical, a world in which we are invited to adapt to injustice rather than to respond to it out of the wells of faith, hope, and love. As challenges to congregational life continue to mount, and as the context for that life continues to change, God calls us to support and encourage congregations and their leaders in the work of congregational development and evangelism. This priority calls on the General Synod to convene national and regional gatherings over the next six years, to bring together leaders for learning and network development. Such gatherings might be planned with our partners in the Evangelical Lutheran Church in Canada, who face and address similar challenges. New technologies that connect people while reducing the human and financial costs of extensive travel, (through internet and webcasting, for example) will be considered as ways to use available human and financial resources effectively and responsibly.*

**Local communities  
for local witness to  
the gospel**

*Congregations are local communities engaged in God's mission. But wisdom, gifts, and experience from one setting may strengthen, encourage, or challenge those in another. The role that this Framework proposes for General Synod is to serve local congregations by bringing them into meaningful contact with resources and people – especially focusing on those who live and work with similar challenges and opportunities – that shed light on the challenges and opportunities of congregational life and mission.*

Activities within this initiative address:

- ❑ the development of the congregation as:
  - a. a worshipping community, continuing in the apostles' teaching and fellowship, in the breaking of bread, and in prayer.
  - b. a community in mission, persistent in resisting evil, in a proclamation that illuminates a path of human hope and purpose, in seeking and serving Christ, and in bearing witness to human dignity and divine justice.
  - c. a community that forms its members in faith
  - d. a community of stewards
- ❑ leadership development that takes into account cultural and demographic diversity
- ❑ ministries with and among youth and young adults
- ❑ national and regional consultations to strengthen the local ministry of evangelism
- ❑ networks among parishes and dioceses to strengthen Christian communities

### ***Telling the story of our vision and our work***

*“Proclaiming by word and example the good news of God in Christ” includes bearing witness to God’s continuing work in the Body of Christ. The intentional listening process revealed that many in the Anglican Church of Canada are unaware of how they participate in mission in the North, domestically and overseas through their support of the work of General Synod. Moreover, an emphasis on “distant” mission can suggest that the local response to God’s mission is less visible or valued within the Anglican Church of Canada. As a result, many feel distanced from our national response to God’s mission, and some question the allocation of resources that makes it possible. Because the ministry of the church serves the mission of God, and because the “national church” consists of all the ministries – local, regional, national and global -- by which we undertake that service, it is vital that we know, understand and appreciate each other across the expanse of our vast and diverse country. Strengthening and enhancing the instruments of communication is integral to our common journey as the community of the baptized. It is not merely a “public relations” option, but part of our proclamation of God’s work in Christ. We need a story that invites us to see ourselves in one another, as parts of one Body. In particular, the question asked of the congregation at baptism, “Will you who witness these vows do all in your power to support these persons in their life in Christ?” becomes a question for the “national church,” as “telling the story” makes us witnesses to the vows of baptism in all the varied contexts and circumstances in which they are made, and our answer commits us to support those who enter the promises of baptism and the communities that shape and sustain those persons.*

**Telling the story of  
our vision and our  
work**

*This Framework values tools of communications and story-telling as well as those means we have of preserving and sharing our history.*

Activities within this initiative will address:

- ❑ Support for the *Anglican Journal*
- ❑ Expanding the circulation and impact of *MinistryMatters*
- ❑ Developing and enhancing the Anglican Church of Canada Web site
- ❑ The Anglican Book Centre as a ministry to the whole church
- ❑ ABC Publishing as a ministry that fosters opportunities for authors to speak to the church and to the world
- ❑ The role of Anglican Video in telling the church’s stories and describing its ministries
- ❑ The Church House Library as a source of essential and accessible information
- ❑ The General Synod Archives as a living repository of our history
- ❑ Consistently and effectively seeking means of enhancing corporate communications to build awareness of the ways in which the General Synod serves and strengthens the church.
- ❑ Developing strategies for celebrating and sharing our life as a national church, and grounding those strategies in the local life of congregations, dioceses and regions as they respond to the shape and challenge of the Baptismal Covenant.

## ***Developing and Living The New Agape***

*The response of Anglicans across Canada to the challenge of the financial settlement of liabilities related to the residential schools demonstrates that our church is committed to healing and reconciliation between aboriginal and non-aboriginal Canadians,*

*The New Agape is not just an initiative for aboriginal Anglicans. It is an initiative that will strengthen the whole church. It continues a theme of repentance grounded in the Baptismal Covenant, turning from the harmful patterns of our past to a common journey. In that journey, we find that in turning to Christ we enter a new world of vocation, as we join him in a witness of words and actions that nurture, sustain and protect human dignity. The New Agape will equip the whole church to bear witness in Canadian society to reconciliation and healing, and to the self-determination of First Nations within the broader household of Canadian society.*



**Developing and  
living  
the New Agape**

*The Royal Commission on Aboriginal Peoples (RCAP) identified in the church the unique capacity to foster self-determination while maintaining close bonds of common life within a wider community. The New Agape is the vehicle for taking up the challenge to use that capacity wisely and well. Self-determination for aboriginal people within the Anglican Church of Canada will not only make possible a genuine and gracious interdependence among Anglicans; it will also bear witness to our society that such interdependence is possible and mutually enriching. As both aboriginal and non-aboriginal Anglicans emerge from the shadows of past harms, we will find in one another the gifts and challenges that rise from the diversity that is part of God's human creation. The New Agape will, engage us in the persistence to which the Baptismal Covenant refers, and deepen our communion in Christ, as together we resist and repent of patterns of relationship that undermine human dignity. Jesus' work of reconciliation can take a visible and convincing shape in this work we will do together, by supporting the desire of aboriginal brothers and sisters to participate freely in the Body of Christ in ways that enliven our common witness and strengthen our common mission.*

Activities within this initiative will address:

- ☐ support and encouragement for the Anglican Council of Indigenous Peoples and its work and programs
- ☐ support for the Indigenous Healing Fund
- ☐ the movement toward self-determination for indigenous peoples within the church
- ☐ support for indigenous peoples as they seek justice in Canada
- ☐ healing and reconciliation among persons and communities
- ☐ reparation for past wrongs
- ☐ opportunities for non-indigenous members of our church and society to understand the role and history of indigenous peoples and to participate in healing and reconciliation

## ***Building Stewardship and Financial Capacity***

### *From Letting Down the Nets*

***...Parishioners across the country are looking to church leadership at all levels for basic strategic direction to meet today's challenges. The need for direction in stewardship and congregational development is vital.***

***...Nationally, our church has the potential to increase its annual giving by at least 10-15 percent a year for several years. We also believe that backed with appropriate resources, the church could raise as much as \$75 to \$100 million in the next 10 years through an intentional process of planned and major gifts.***

*The findings from the intentional listening process undertaken after the General Synod of 2001 reveal concern for the financial future of the church at all levels, but particularly in the local setting. The church's capacity to exercise the ministry called for in the Baptismal Covenant depends on its members' capacity to embrace stewardship. That stewardship is rooted in the knowledge that we are participants in a mission initiated by God, rather than directors of a mission grounded in our own preferences, comfort, or advancement. The fellowship of the apostles included such practices of stewardship<sup>2</sup> as well as of hospitality and pastoral care. Recent consultations across the country have indicated a strong desire that the General Synod resume a leadership role in stewardship education. Continuing to implement the principles of proportional giving as a key element of Christian stewardship and as the basis of diocesan support of the General Synod is a priority. For the church to grow in membership, faith and service, strong financial support is required at all levels. Pilot projects in selected dioceses in stewardship education are envisioned as a first step towards renewed efforts in this area. Initiatives in stewardship education and development will strengthen the whole church, and increase its capacity at every level to engage in God's mission.*

Stewardship to build  
our financial  
capacity for mission

Activities within this initiative will address:

- ☐ proportional giving at all levels of the church
- ☐ special appeals such as the Anglican Appeal and the Journal Appeal
- ☐ the network of planned giving consultants
- ☐ major gift programs in partnership with dioceses
- ☐ stewardship education programs in consultations with dioceses and with ELCIC, with an emphasis on stewardship as a faithful element in the Baptismal Covenant by which our response to God's mission is shaped.
- ☐ cooperation with the Primate's World Relief and Development Fund in fundraising initiatives
- ☐ the stewardship and financial development plan appended to this document entitled *Letting Down the Nets*

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<sup>2</sup> Here, the "Rule of Life" in the *Book of Common Prayer* is more direct: "The offering of money ... for the support of the work of the Church at home and overseas" is an explicit Christian responsibility.

***Strengthening partnerships in Canada***

*The work of the General Synod is embodied in partnerships that express a common mission in serving the world God loves. Dioceses working together and with General Synod enable partnerships that advance social justice, share resources with the church in the North, honour our commitment to resolve the physical and sexual abuse claims arising from the Indian Residential Schools, provide pensions and benefits to church employees, and facilitate ecumenical relationships and conversations. Partnerships in Canada provide support for local communities of the baptized, encourage faithful response to brokenness in light of God's forgiveness, foster our seeking and serving of Christ, bring imagination and clarity to our proclamation of Good News, and challenge and strengthen our commitment to the dignity of every human person. A church that is growing in its witness as the community of the baptized is well served by effective and strong national partnerships.*

Partnerships at  
home for growth in  
mission and justice

Activities within this initiative will address:

- ❑ KAIROS social justice coalitions and other cooperative peace and justice initiatives
- ❑ support for the Council of the North through block grants, through a movement towards self-sufficiency, and through just compensation policies for Council of the North clergy and staff
- ❑ the Residential Schools Settlement Fund (Anglican Church of Canada Resolution Corp.)
- ❑ the initiatives of the Eco Justice committee
- ❑ the pension plans of the Anglican Church of Canada
- ❑ the Continuing Education Plan as a vehicle for lifelong learning for clergy and other leaders
- ❑ the Canadian Council of Churches as an ecumenical expression of Christian witness in Canadian society
- ❑ the gifts and challenges of full communion with the Evangelical Lutheran Church in Canada
- ❑ the work in Canada of the Primate's World Relief and Development Fund

### ***Sustaining International Partnerships***

*The apostle Paul both practiced and called for mutuality in the early church, using his journeys to strengthen unity among churches in different cities and regions, and holding before those churches the pressing needs of the saints in Jerusalem. Our international partnerships invite us into a broader recognition of our common journey in Christ, mirroring the process by which our world has become increasingly an “island home” in which events in one part of the world are no longer truly distant from consequences in another. As cultures meet, both in the church and in the world, we find ourselves challenged both to understand the diversity that can bring tension within our global communion and to remain grounded in our common life, a life in which by baptism we are grafted into the one Body of Christ. Mission and partnership are a two-way process through which Canadian Anglicans give of themselves and of their resources to people from around the world and, in return, receive from overseas partners expressions and examples of rich and diverse faith experiences that come from a different context. In seeing God's world through the eyes of others, we grow in faith, in knowledge and in experience. In seeing ourselves through the eyes of our partners, we gain new insights into who we are and who we can be.*

International  
partnerships for  
mutual support

Activities within this initiative will address:

- ❑ our Partners in Mission programs in
  - Africa and the Middle East
  - Asia and the South Pacific
  - Latin America and the Caribbean
- ❑ our Anglican Communion partnerships
  - The Anglican Consultative Council
  - The Primates' Meeting
  - The Lambeth Conference
  - International Standing Committees and Special Commissions
- ❑ membership The World Council of Churches
- ❑ our partnership with the Episcopal Church in the United States of America
- ❑ other international partners and partner churches
- ❑ the Volunteers in Mission program
- ❑ the Companion Dioceses Program
- ❑ the mission education program
- ❑ the work outside Canada of the Primate's World Relief and Development Fund

## **Leadership Challenges**

Canadian Anglicans have said that strong and visionary leadership is required for the church to grow in membership, faith and service to the world God loves. The following groups share responsibility for the emergence of such leadership:

### ***The Baptized***

All of General Synod's work depends on a community of the baptized shaped by and faithful to the Baptismal Covenant. That covenant outlines both the nature of the God to whom we are committed in faith (through the words of the Apostles' Creed) and ways in which that commitment becomes present in the world through our decisions and actions. Those who are baptized into the Body of Christ take on the challenges of discipleship and mission, and not simply membership in a religious association whose needs and preferences are to be served by clergy and bishops. Some of the dynamics that frustrate the lives of clergy and bishops, and of those they serve, are rooted in our continuing failure to strengthen the ministry of the baptized in the life of the church and in daily life in the world. The success of this *Framework* depends on our paying significant attention to the ministry of all the baptized, learning together what it means for us to be the household of the baptized in mission.

### ***Local Clergy***

Key leaders in congregations and other mission settings, local clergy shape and support the liturgical, educational, missional and organizational life of congregations. They are expected to offer leadership across a range of activities. In particular, they are responsible for challenging and encouraging congregations in allowing God to shape their lives as the People of God in alignment with the Baptismal Covenant, and in preparing others to enter into that Covenant and take on that shape in their own baptism. Clergy also bear responsibility for identifying, nurturing and supporting leadership among the baptized. Their preparation in theological colleges and other settings, the networks of support and encouragement that serve them, the relationships that sustain them, and meaningful opportunities for lifelong learning by which they grow are critical areas for the attention of the whole church. The hopes and possibilities emerging in this plan will not become real without the support of a healthy, faithful and confident clergy.

### ***Bishops***

Bishops carry a responsibility for unity in mission within the diversity of the diocesan household. They are responsible for sustaining a sense of communion that is both hospitable and clear in its identity. They are called to foster relationships between the diocesan household and the wider Christian community, both within the Anglican Communion and ecumenically. Their common life in the Houses of Bishops (provincial and national) requires resources, support, encouragement and challenge from the whole church. Bishops face a continuing tension between the church's call for visionary leadership and its practices, which often privilege "smooth sailing" over clear and compelling vision. The direction anticipated in this plan depends on the leadership of bishops, and the leadership of bishops requires the support, challenge and encouragement of the whole church.

### ***The Primate***

General Synod 2004 will elect a new Primate. Through the Intentional Listening Process we heard that people seek a leader who will provide a sense of hope and vision for the church across Canada. In particular, the Primate will be looked to as someone who is in touch with and attentive to the concerns of local parishes. Particularly in the first three years, we hope the Primate will come to know the Anglican Church of Canada across the diversity of its faces and ministries. Anglicans also value a Primate who responds in a timely fashion to the issues the church faces. They value a Primate who well and effectively represents the Canadian church on the international stage. The Primate will have a key leadership role in helping to make this *Framework* a living document across the face of the Anglican Church of Canada.

### ***The Council of General Synod and its committees***

Canonically, planning belongs to the Council of General Synod. Since 1998, a Planning and Agenda Team has facilitated the council's planning work. A similar team should be appointed for the Council of General Synod, 2004-2007 with the mandate to ensure that recommendations of this *Framework* are implemented as required resources become available. The committees of General Synod should be asked to develop, at their first meeting in the next triennium, a list of goals consistent with the direction of this *Framework*.

### ***The General Secretary and Church House staff***

The structure of committees and Church House staff may need to be adjusted as priorities under this *Framework* emerge. The General Secretary has a key leadership function in helping to interpret this *Framework* to the staff, and to enable its effective implementation in the life and work of the General Synod. Church House staff members have been and remain key instruments in the deployment of resources and implementation of the directions and visions articulated by the General Synod and its council.

### ***Parishes, Dioceses and Provinces***

Because the *Framework* is not a strategic plan, but a basis for planning in parishes, dioceses, and ecclesiastical provinces, it will not come to life simply by adoption at General Synod, but by a church-wide deepening of our commitment to explore and take hold of the Baptismal Covenant. Such a commitment comes from persons and communities of faith; the General Synod can encourage and support that commitment, as can the synods of dioceses and provinces, but it is the lives of Anglicans, and our common journey of faith, that will bring this *Framework* to life. The work of the Holy Spirit is to foster such vitality. The work of parishes, dioceses and provinces is to encourage and nurture it. The work of the General Synod is to keep that vitality before us as a challenge and as our hope for our national life and. The response of parishes, dioceses and ecclesiastical provinces is an essential element in the renewal of the Anglican Church of Canada as a community of the baptized.

## **Funding Challenges**

The mission outlined in this *Framework* reflects the concerns of Anglicans in local and diocesan leadership. The growth it anticipates depends on the resources available. In order to develop that mission fully, our church will have to find both new resources and a new will to commit them to our part in God's mission.

### ***Proposed Elements of a Funding Plan***

- ***Proportional Gifts:*** The full implementation of annual proportional gifts to General Synod from dioceses would result in an additional \$600,000+ per year.
- ***Annual Appeal(s):*** Continuation of annual appeals, either as one general appeal or as separate appeals covering the existing Anglican Appeal and the Anglican Journal Appeal as well as incorporating support for the Primate's World Relief and Development Fund and the Anglican Foundation.
- ***Endowments:*** General Synod has seen its investments eroded by legal costs in recent years. There is an opportunity to establish substantial endowments through two principal programs:
  - Increased activity in Planned Giving programs across the country, and
  - Cultivation of major individual donors who are able to donate substantial gifts.
- ***Stewardship education and congregational development:*** General Synod should resume a leadership role in these two areas to respond to requests made at the 2001 consultations.



## **Bringing the *Framework* to Life**

In congregations throughout our national church, we tell the story of God's faithfulness, and bear witness to God's mission as disclosed in creation, in Israel, in Jesus Christ, and in his Body, the church. At baptism, we proclaim that story as *our* story in the Apostles' Creed, and commit ourselves to participate in God's mission, either through the latter five promises of the "Baptismal Covenant" of the *Book of Alternative Services*, or in the "Rule of Life" at the end of the Catechism in *The Book of Common Prayer* (p. 555).

In those congregations, we offer the substance of our daily lives under the signs of bread and wine, asking the Holy Spirit to initiate the transformation of those offerings, so that they may become, in the sacrament itself and in the life of the church, the Body of Christ.

This *Framework* reminds us that our lives as Christians, and our common life in the Body of Christ, can find a vital and renewing source in baptism, and in the Baptismal Covenant and Rule of Life. The riches this *Framework* calls to action are to be found in the life of local communities, and in the grounding of those lives in Christ through baptism. The synods, committees, and councils of our national church can tend and nurture those riches, but they cannot create them. They exist already, by God's grace and the power of the Holy Spirit, in every city, town and village. Our work as a national church – as congregations, servant ministries, dioceses, ecclesiastical provinces, and as the General Synod, is to make clear and compelling God's invitation to direct those gifts into God's mission.

We trace the footprints of that mission through scripture, through the history of the church, and in the church's continuing witness. It is a mission made visible in the witness of the past, made possible in the present by the choices we make and the vision we embrace. We do not have to invent it, but to discern its particular shape in our time and place, and allow that shape to direct our life together.

The **national gatherings** of leaders in congregational and stewardship development, youth ministry, and evangelism, are intended to gather local leaders into a continuing mission conversation. As that conversation unfolds, local leaders will become national leaders. The work they do will generate a national approach to these ministries that is grounded in local ministry and nurtured by the collegiality of local leaders. Such gatherings might explore current challenges and approaches, published resources from those engaged professionally in the field, strategies and "best practices" that are yielding results in local settings, and strategies for continuing a shared engagement in learning and development through electronic and other communication.

This *Framework* envisions a deliberate **communications strategy**, emphasizing ministry done locally and grounded in the Baptismal Covenant. Such a strategy will make us visible to one another, both in the diversity by which we respond to the unique challenges and opportunities in local settings, and in the unity by which we participate in and are nourished by the one Body of Christ.

This *Framework* also envisions an emerging conviction that the Baptismal Covenant, and the sacrament it illuminates, are **touchstones for faithfulness** that we hold in common. The national church consists of baptized members gathered in congregations and servant ministries and living faithfully in the various ministries of workplace, neighbourhood and friendship. The church is served by bishops, deacons and priests, by councils and synods, by committees and structures and order. But none of those things constitutes the heart of our life as the Anglican Church of Canada. The heart is found in our baptism, in which we are made members of the Body of Christ, and co-workers with him for the Kingdom that is the desire and the mission of God.

September 15, 2003  
'Letting down the nets'

## A Funding Proposal for the National Church

Luke 5:10 *"Yet if You say so, I will let down the nets."* (Simon Peter to Jesus)

The Financial and Management Development Committee's mandate is to propose a Financial Stewardship Plan for the National Church (General Synod).

This report focuses on the financing of General Synod for the next 6 to 9 years. The financial stability of the Anglican Church of Canada requires effective working relationships between all levels – congregations, dioceses and General Synod -- especially in stewardship and fund raising.

A proposal for the adequate funding of General Synod will only be accepted if it supports a compelling vision and strategic direction. There will be a continuing need to identify what ministries the national level can best provide and what ministries should be left to the dioceses, possibly with General Synod's support. **The Planning and Agenda team is working on a new National Plan to be presented at General Synod 2004. We recognize that proposals contained in the present document may have to be refashioned depending on the National Plan that eventually emerges.**

### **Background:**

What is the situation now, across the country, with regards to stewardship and financial development?

In February and March, 2001, the Financial and Management Development Committee held three national consultations, which clearly indicated a desire for General Synod to resume a leadership role in stewardship and congregational development. Diocesan leaders want help in finding ways to make all congregations healthy and viable. The consultations and subsequent events produced the following critical facts and observations.

- General Synod assets have been eroded through litigation costs relating to Residential Schools; there has also been a loss in annual investment income. The same is true for several dioceses.
- Generally, dioceses continue to support the ministry and mission of General Synod through proportional giving.
- Now that dioceses are committed to paying a share of the Residential Schools Settlement Fund, some may find it difficult to maintain current levels of proportional giving.

- Some dioceses face diminishing income due to less financial support from congregations; this has resulted in reduced ministry and support services.
- There is a continuing perception that, overall, General Synod does not communicate well; many parishioners are unaware or do not care about the ministries and programs of General Synod.
- Congregations desperately wish to attract “seekers” but are also aware that many seekers do not see the church as relevant to their lives. Dioceses are looking to General Synod for innovative ways to assist in congregational development.
- There is a need for better training for clergy, particularly in stewardship. Dioceses are looking to General Synod for leadership and assistance in stewardship.

In summary, parishioners across the country are looking to church leadership at all levels for basic strategic direction to meet today’s challenges. The need for direction in stewardship and congregational development is vital.

The church is currently undergoing dramatic change and in this process, hope and apprehension seem to combine in equal measure. There are examples across the country both of church growth and decline. We must reflect on this and seek to learn from positive situations. It is the combination of success stories and innovations, which will assist in finding the financial resources required to fund our vision and strategic direction.

**Nationally, our church has the potential to increase its annual giving by at least 10-15% a year, for several years. We also believe that backed with appropriate resources, the church could raise as much as \$75- to \$100-million in the next 10 years, through an intentional process of planned and major gifts.**

## **Summary of the Funding Plan:**

- **Proportional Gifts:**  
The full implementation of annual Proportional Gifts from dioceses to General Synod would result in an additional \$600,000+ per year.
- **Annual Appeal(s)**  
Continuation of annual appeals, either as one general appeal, or as separate appeals, covering the existing Anglican Appeal and the Anglican Journal Appeal as well as incorporating support for the Primate’s World Relief and Development Fund and the Anglican Foundation of Canada.
- **Endowments:**  
General Synod has seen its investments eroded by legal costs in recent years. There is an opportunity to establish substantial endowments through two principal programs:
  1. Increased activity in Planned Giving programs across the country and;

2. Cultivation of major individual donors who are able to donate substantial gifts.
- **Stewardship Education and Congregational Development:**  
General Synod should resume a leadership role in these two areas to respond to requests made at the 2001 consultations.

## **The Funding Plan in Detail:**

- **Proportional Gifts:**  
In 1998, the 35<sup>th</sup> General Synod meeting in Montreal adopted the principle of annual proportional giving from dioceses, based on 26% of diocesan income. The process was to be phased in over a five-year period, and implementation was to begin in 2000. The phasing-in period was to allow dioceses contributing less than 26% time to reach this level; at the same time it was hoped that dioceses contributing more than 26% would continue to do so, at least until the end of the fifth year of implementation.

A review of the Proportional Giving for 2003 (see Appendix A) indicates that there are 11 dioceses contributing 26% of income or more. The range is 15.16% to 36.92%. Dioceses below the suggested standard of 26% in 1998 have been moving towards that target. In 2003, however, a number of dioceses previously paying 26% or more have had to reduce their contribution because of special circumstances within their diocese. These circumstances include extraordinary legal expenses arising from litigation. We need to see an increased effort from dioceses to return to or reach the 26% level and thus maintain objectives agreed in General Synod of 1998. Officers of General Synod and Bishops are very important in this task.

**If all dioceses could reach the 26% level in the short term, then General Synod would have the funds to assist in the implementation of this plan.**

- **Annual Appeal(s):**  
General Synod has experienced two successful annual appeals: the Anglican Appeal and the Anglican Journal Appeal.

In 2002 the Anglican Appeal received donations of \$916,885, an increase of \$166,548 from the previous year and the largest amount since 1999. There were more than 10,000 donors giving an average \$65.67. As part of this appeal \$108,548 was returned to the seven dioceses that hold a shared appeal.

The Anglican Journal Appeal generated donations of \$497,228 in 2002 from more than 16,000 donors; \$205,025 was returned to dioceses as their share, after expenses.

**The results of both appeals were quite remarkable** considering the uncertainty at the time over the future of General Synod. This indicates that people continue to want to support ministry and are willing to do so through some form of annual appeal. Donors like to contribute in different ways and for some, an annual appeal is of interest even if they also contribute in other ways as well. We should ensure that donors who support this approach continue to have the opportunity to do so.

We are aware that the Primate's World Relief and Development Fund and The Anglican Foundation of Canada also seek support through donations. Some people find the various fund-raising initiatives from the national church confusing. This might be an appropriate time to consider one annual appeal, which would cover all four support areas: Anglican Appeal; Anglican Journal; PWRDF and the Anglican Foundation. We suggest that some research be done to see if such an approach would enhance or diminish the present level of contributions. A series of focus group meetings with donors who support each area of ministry would be one way to solicit opinions. To reduce potential conflict and alleviate donor confusion, a committee representing each fund-raising entity has been established to coordinate focus of each appeal and the timing.

There is no doubt that many donors support this method of contributing to ministry where specific programs and stories are identified, and we need to enhance this method of fund raising.

- **Endowments:**

**Planned Giving:**

Over the past nine years more than \$10 million has been provided through Planned Gifts such as bequests, annuities, securities etc.. Much of this has been accomplished because the National Church took the initiative of establishing Planned Giving Consultants to provide planned giving and stewardship services. A few dioceses also established their own Planned Giving Officers who are supported in a variety of ways by General Synod.

There have been some outstanding results in dioceses where Planned Giving has been a major focus. In New Westminster, where the program is about 12 years old, the diocese and its parishes have received more than \$6 million in planned gifts. Another \$9 million has been pledged through the estate plans of parishioners. In the Diocese of Eastern Newfoundland and Labrador, in just two years, more than \$1 million has been generated through realized and expected bequests. The Office of Financial Development of General Synod has raised \$10 million in annuity agreements alone.

Planned giving information from General Synod suggests that beneficiaries include the parish, the diocese, General Synod, PWRDF and the Anglican

Foundation. In other words, the whole church, at all levels, benefits from these initiatives.

We suggest that there should be more people across the country working specifically on Planned Giving. It is our objective that every diocese have reasonable access to a consultant to help with this ministry.

Consideration should be given as to what vehicle should be used for receiving such gifts. General Synod could be used but with such donations, donors often want a separate entity where the use of funds is clearly articulated. One possibility would be to use the existing Anglican Foundation of Canada. This, however, would require major changes to its corporate structure and mandate and it will most likely be easier to establish a new corporation either as a charity or a foundation. A foundation is precluded from issuing charitable trust annuities which is one of the vehicles used in Planned Giving.

We recommend that this new corporation be the vehicle for the receipt of funds provided to various National Church levels through planned giving. We envisage a number of specific categories within the corporation to which people could direct their gifts. These would include, but not be restricted to, the following:

- Church planting and building improvements
- The Council of the North
- The New Agape
- Healing & reconciliation
- Restoration Fund
- Partnerships outside Canada
- Children and Youth Ministry
- Theological education
- PWRDF
- The Anglican Foundation

Investment income from these sectors could be provided to General Synod, PWRDF and Anglican Foundation to support their annual budget process or, in some cases, loans or grants could be provided to dioceses and congregations in a way similar to how The Anglican Foundation presently operates.

- **Major Individual Donors:**

We believe that there are a number of donors across the country who are able to make a considerable gift in support of General Synod. Diocesan leaders will have to be willing to provide General Synod with assistance in identifying such people. FMDC would then develop a plan to cultivate these potential donors over a period of time; it might take several years for significant results to be seen, but the process should begin as soon as possible.

There have been many cases in recent years of donors making significant gifts to other organizations. There is no reason why the Anglican Church cannot benefit from the same kind of support. FMDC believes that with the right plan and resources, the church could raise between \$75- and \$100-million through the intentional gathering of planned and major gifts over the next 10 years.

As such gifts are received the additional income available to General Synod, could be used in the following ways:

- Increased ministry opportunities.
- A lowering of the level of proportional gifts from dioceses, thus freeing funds for use at the diocesan and congregational levels.
- Funding for this plan's components, thus enabling more resources for stewardship education and congregational development.

- **Stewardship Education and Congregational Development:**

Bearing in mind comments made at the 2001 national consultations, any funding plan should address concerns relating to stewardship education, and congregational development.

A National Funding Plan must include assistance and support to dioceses to help them meet their own financial needs as well as to help them respond financially to the national and local contexts for ministry and mission.

We need to utilize our finest resources and expertise in stewardship education and congregational development to establish diocesan-based processes that transform the stewardship commitment and giving patterns of an entire diocese. We must find new ways to educate and promote the concept of proportional giving at all levels of our church. By building on what has worked in some dioceses, it is crucial that we pilot and test a holistic stewardship initiative aimed at increasing giving by at least 15% annually. Each diocese faces unique circumstances and we believe that stewardship education is best carried out at that level. We also believe that General Synod's support is essential. This support could be similar to the Planned Giving Consultant regional partnership program where a General Synod staff person provides resource materials and workshops.

In addition we propose that a stewardship demonstration or pilot project be undertaken in at least one diocese in each Ecclesiastical Province over the next three years. These dioceses would be identified in consultation with the Metropolitans. These projects would have several benefits: testing new ways of doing stewardship; raising up new leaders and resources; and enabling a fresh vision and a revitalized commitment to mission. This would result in enhanced relationships, profile and financial development for General Synod. The level of assistance required would include staff support, resources and funding for diocesan training and equipping events, guest speakers or workshop leaders.

Any major thrust in stewardship education should be supported by a strong emphasis on congregational development. In a recently published book, *Beyond the Box*, authors Bill Easum and Dave Travis state that a growing church exhibits a passion for the fulfillment of the Great Commission. Although the leaders of such churches develop systems, which are important, it is their commitment to the mission of transforming individuals and communities that makes the difference.

## **Challenges and Opportunities for Ministry:**

We have identified four basic requirements to enable our church to realize its financial potential

1. The church must adopt an open attitude, which acknowledges and celebrates the existence and value of the pastoral care model of ministry while embracing a renewed discipleship model of ministry.
2. Dioceses and congregations must be able to:
  - Communicate effectively a compelling vision to parishioners – there are very few dioceses or congregations operating with an articulated long-range plan.
  - Connect in a meaningful way to stewardship education.
  - Invite an intentional and deliberate financial and holistic stewardship response.
  - Express appreciation for people and their gifts.
  - Tell people how their gift or support is used.
  - Build a relationship of trust that encourages people to continue to be connected and to participate.
  - Share stories of faithful individual, parish and diocesan stewardship successes.
3. The three structural levels of the Anglican Church -- parish, diocese and national - - must be integrated, complementary and in communion. Too often parishioners are faced with what seems to be competing levels.
4. There is a diminishing level of resources -- human and financial -- in many congregations across the country. This has led congregations to be overwhelmingly concerned with survival and resulted in diminished enthusiasm for supporting ministry at the diocesan and national levels. Action is needed to reverse these trends.

## **Summary:**

FMDC strongly believes in a course of action that would have the church accept as a top priority strategies to address the challenges and opportunities described above and provide the resources required to implement those strategies.



We believe that with the help of diocesan leaders and with their commitment to new strategies positive changes can be made. We could begin by encouraging all dioceses to develop a long-range plan, followed by the development of complementary plans by each congregation. Diocesan leaders could present a copy of their long-range plan at General Synod, 2007, as a thanksgiving offering.

Throughout the history of the Anglican Church of Canada, the Holy Spirit has moved through the church whenever a loss of missionary focus has weakened the Body of Christ and divided its people. From such movement, a renewed commitment to the Gospel has emerged to strengthen the church and its mission locally, in the North and overseas. This is such a time. The recent successful handling of the Residential Schools Settlement points to our true potential and passion for healing, justice and reconciliation. **The task at hand is not without tremendous challenges and will require hard work.**

Our church's structures, traditions and established networks can be used more effectively and decisively to strengthen an integrated approach to communicating our vision. This will lead to stronger faith communities and raise new funding support at all levels, thus continuing Christ's mission faithfully within our communities and in the world.

Respectfully submitted

The Financial Management and Development Committee

September 2003.

**Appendix A.**  
Proportional Giving 2003

<b>Diocese</b>	<b>Revenue 2001</b>	<b>Expected gift</b>	<b>% of revenue</b>
Fredericton	1,554,144	314,210	20.22
Montreal	1,328,428	286,000	21.53
Eastern Nfld & Lab	1,192,877	235,000	19.70
Central Nfld	545,907	150,000	27.48
Western Nfld	592,663	140,400	23.69
Nova Scotia	2,100,000	495,000	23.57
Quebec	363,536	55,100	15.16
Algoma	1,149,768	240,384	20.91
Huron	2,852,839	880,000	30.85
Moosonee	201,724	64,357	31.90
Niagara	3,187,880	700,000	21.96
Ontario	1,505,023	444,000	29.50
Ottawa	1,847,109	682,000	36.92
Toronto	8,523,266	1,913,000	22.44
The Arctic	789,077	125,000	15.84
Athabasca	224,812	45,000	20.02
Brandon	401,787	115,110	28.65
Calgary	1,199,979	245,000	20.42
Edmonton	767,153	116,660	15.21
Keewatin	315,760	68,800	21.79
Qu'Appelle	602,415	158,000	26.23
Rupert's Land	722,722	192,921	26.69
Saskatchewan	381,053	70,810	18.58
Saskatoon	473,764	109,441	23.10
British Columbia	1,294,041	413,568	31.96
Caledonia	221,242	65,000	29.38
Central Interior Parishes	-	52,865	
Kootenay	464,677	94,242	20.28
New Westminster	2,310,617	580,723	25.13
Yukon	120,834	31,417	26.00
Contingency		(35,000)	
<b>TOTAL</b>	<b>37,235,097</b>	<b>9,049,008</b>	<b>24.30</b>

Note: Based on the total revenue figure of 37,235,097 at 26% = 9,681,125  
or an increase of 632,117 over the expected gift figure.

## APPENDIX L

### ***Renewal of Marriage Vows or On the Anniversary of a Marriage***

#### **Concerning the Service**

The service may take place in the home with friends and family, or at a special church service. The service may occasionally be shortened and adapted to commemorate special anniversaries during the Prayers of the People, but is not to be used as the principal Sunday liturgy. The eucharist may be celebrated.

#### **Renewal of Marriage Vows or On the Anniversary of a Marriage**

#### **Gathering of the Community**

*The people stand. The celebrant greets the community.*

The grace of our Lord Jesus Christ,  
and the love of God,  
and the fellowship of the Holy Spirit,  
be with you all.

#### **And also with you.**

*The celebrant may address the congregation in these or similar words.*

Friends in Christ,  
we are gathered together with \_\_\_\_\_ and \_\_\_\_\_  
who have come today to give thanks  
for God's blessing upon them,  
and to reaffirm their marriage covenant.

Let us pray.  
Gracious and everliving God,  
look with favour on N and N  
who come to renew the promises  
they made at their wedding.  
Grant them your blessing,  
and assist them with your grace,  
that with steadfast love  
they may continue to honour  
and keep their vows;  
through Jesus Christ our Saviour,  
who lives and reigns with you

in the unity of the Holy Spirit,  
one God, now and forever. Amen.  
*Or*

Grant, O God, in your love,  
that \_\_\_\_\_ and \_\_\_\_\_ who now reaffirm the covenant  
which they have made with each other,  
may continue to grow  
in loyalty, love, and forgiveness;  
and come at last to the eternal joys  
which you have promised  
through Jesus Christ our Lord;  
who lives and reigns with you,  
in the unity of the Holy Spirit,  
one God, now and forever. Amen.

### **The Proclamation of the Word**

#### **The Readings**

*Two or more readings, including a Gospel reading, shall normally be read. Members of the family and friends of the husband and wife may read the lessons. A psalm, canticle, hymn, anthem or period of silence may follow the lessons. Suggested readings may be found in The Book of Alternative Services The readings and the response may be selected in consultation with the husband and wife. A sermon may follow.*

*The husband and wife present themselves before the celebrant, who asks them in turn the following question, to which each immediately makes response.*

do you here,  
in the presence of God and this congregation,  
renew the commitment you made  
when you bound yourself to \_\_\_\_\_ in holy marriage?  
*Answer, I do.*

*The husband and wife may say together,*  
Gracious God,  
we remember with thanksgiving  
our vows of love and commitment  
to you and to each other in marriage.  
We pray for your continued blessing.  
May we learn from our joys and sorrows,  
and discover new riches in our life together in you.  
We ask this in the name of Jesus Christ our Lord. Amen.  
The celebrant then blesses them. The following form may be used.

\_\_\_\_\_ and \_\_\_\_\_  
may the power of God keep you,  
the love of God be in your life and work together,  
the grace of God strengthen your love  
that it may endure for ever. Amen.

### **The Prayers of the People**

*The Prayers of the People may be led by a friend or member of the family of the husband and wife, or by the celebrant, or another minister. If the eucharist is celebrated, the gifts may be presented by the husband and wife. If the eucharist is not celebrated, the Lord's Prayer and the Peace follow.*

*When this form is used where there has been a reconciliation in a marriage, the celebrant may adapt it in consultation with the husband and wife. The following prayer may be said by the couple.*

God of peace,  
forgive us as we forgive each other  
for all the hurt we have brought into our lives.  
Let your healing love  
rest upon the wounds we have caused.  
Deepen our love in a new understanding  
for each other and for you.  
We ask this in the name of Jesus Christ  
who carried on his cross our discord and our grief. Amen

## The Blessing and Celebration after a Civil Marriage

The Gathering of the Community

*The people stand. The couple stands before the presiding minister.*

*Presiding Minister*    The grace of our Lord Jesus Christ,  
and the love of God,  
and the fellowship of the Holy Spirit,  
be with you all.

*People*                    **And also with you.**

*Presiding Minister*    Dear Friends, we have come together in the  
presence of God to celebrate the marriage of \_\_\_\_\_ and \_\_\_\_\_  
and to rejoice with them.

Marriage is a gift of God and a means of his grace, in which man and woman become one flesh. It is God's purpose that, as husband and wife give themselves to each other in love, they shall grow together and be united in that love, as Christ is united with his Church.

The union of man and woman in heart, body and mind is intended for their mutual comfort and help, that they may know each other with delight and tenderness in acts of love (and that they may be blessed in the procreation, care, and upbringing of children).

In marriage, husband and wife give themselves to each other, to care for each other in good times and in bad. They are linked to each other's families, and they begin a new life in the community.

It is a way of life that all should reverence, and none should undertake lightly.

We pray with them that by God's help \_\_\_\_\_ and \_\_\_\_\_ may fulfill his purpose for the whole of their earthly life together.

Let us pray.

God our Father,  
you have taught us through your Son  
that love is the fulfilling of the law.  
Grant to these your servants  
that loving one another,  
they may continue in your love

until their lives' end.  
Through Jesus Christ our Lord.  
*People* **Amen.**

The Proclamation of the Word

Two or three readings, including a Gospel reading, shall normally be read. Members of the family and friends of the couple may read lessons. A psalm, canticle, hymn, anthem, or period of silence may follow the lessons. Suggested reading may be found on p. 549 (BAS). The readings and the response shall be selected in consultation with the couple.

At the conclusion of reading from the Old Testament and the New Testament writings other than the Gospel, the reader says,

*People* The word of the Lord.  
**Thanks be to God.**

All stand for the Gospel.

*Reader* The Holy Gospel of our Lord Jesus Christ  
According to ...

*People* **Glory to you, Lord Jesus Christ.**

*At the conclusion of the Gospel, the reader says,*

*People* The Gospel of Christ.  
**Praise to you, Lord Jesus Christ.**

A sermon may follow.

The Blessing of the Marriage

*The couple present themselves before the presiding minister, who asks them in turn the following question, to which each individually makes response.*

*Response* *N*, do you here,  
in the presence of God and of this congregation,  
affirm and renew the commitment you made  
when you bound yourself to *N* in marriage?  
I do.

*Then the couple shall say together*  
Acknowledging our union to be lifelong,  
until we are parted by death,  
we ask God to bless our marriage.

*The people remain standing. The couple kneels and the presiding minister says one of the following prayers.*

Most gracious God,  
we give you thanks for your tender love  
in sending Jesus Christ to come among us,  
to be born of a human mother,  
and to make the way of the cross to be the way of life.  
We thank you, also, for consecrating  
the union of man and woman in his name.  
By the power of your Holy Spirit,  
pour out the abundance of your blessing  
upon this man and this woman.  
Defend them from every enemy.  
Lead them into all peace.  
Let their love for each other be a seal upon their hearts,  
a mantle about their shoulders,  
and a crown upon their foreheads.  
Bless them in their work and in their companionship;  
in their sleeping and in their waking;  
in their joys and in their sorrows;  
in their life and in their death.  
Finally, in your mercy, bring them to that table  
where your saints feast for ever in your heavenly home;  
through Jesus Christ our Lord,  
who with you and the Holy Spirit lives and reigns,  
one God, for ever and ever.

*People*

**Amen.**

*Or*

O God,  
you have so consecrated the covenant of marriage  
that in it is represented the spiritual unity  
between Christ and his Church.  
Send therefore your blessing upon these servants,  
that they may so love, honour, and cherish each other  
in faithfulness and patience,  
in wisdom and true godliness,  
that their home may be a haven of blessing and peace;  
through Jesus Christ our Lord,  
who lives and reigns with you and the Holy Spirit,  
one God, now and for ever.

*People*

**Amen.**

The Giving and Receiving of Rings

If rings are to be given and received, the presiding minister receives the rings and addresses the congregation in these or similar words.



Dear friends in Christ,  
Let us ask God to bless these rings.

*The community may pray silently. The presiding minister then says,*

Blessed are you,  
God of steadfast love,  
source of our joy and end of our hope.  
Bless these rings given and received  
that they may be symbols of the vow and covenant  
\_\_\_\_\_ and \_\_\_\_\_ have made in holy marriage,  
through Jesus Christ our Lord.  
**Amen.**

*People*

*Each places the ring on the ring-finger of other's hand and says,*

N, I give you this ring  
as a symbol of my vow.  
With all that I am and all that I have,  
I honour you in the name of God.

The presiding minister adds this blessing.

God the Father, God the Son, God the Holy Spirit,  
bless, preserve and keep you;  
the Lord look upon you with favour  
and fill you with all spiritual benediction and grace;  
that you may faithfully live together in this life,  
and in the age to come have life everlasting.

*People*

**Amen.**

The couple join right hands.

Those whom God has joined together let no one put asunder.

*People*

**Amen.**

The Prayers of the People

The Prayers of the people may be led by a friend or member of a family of the couple, or by the presiding minister or another minister.

*Leader*

Let us pray.

Almighty God,  
in whom we live and move and have our being,  
look graciously upon the world which you have made

and for which your Son gave his life,  
and especially on all whom you make to be one flesh in holy  
marriage. May their lives together  
be a sacrament of your love to this broken world,  
so that unity may overcome estrangement,  
forgiveness heal guilt,  
and joy overcome despair.

*People* Lord, in your mercy,  
**Hear our prayer.**

*Leader* May \_\_\_\_\_ and \_\_\_\_\_ so live together  
that the strength of their love  
may enrich our common life  
and become a sign of your faithfulness.

*People* Lord, in your mercy,  
**Hear our prayer.**

[*Leader* May they receive the gifts and heritage of children  
and the grace to bring them up to know and love you.

*People* Lord, in your mercy,  
**Hear our prayer.]**

*Leader* May their home be a place of truth, security, and love;  
and their lives an example of concern for others.

*People* Lord, in your mercy,  
**Hear our prayer.**

*Leader* May those who have come to join  
\_\_\_\_\_ and \_\_\_\_\_ in asking for God's blessing  
find their lives strengthened  
and their loyalties confirmed.

*People* Lord, in your mercy.  
**Hear our prayer.**

If the eucharist is not to be celebrated, the Lord's Prayer (p. 211 BAS) is said at this time.

The congregation stands.

The Peace

*Presiding Minister* The peace of the Lord be always with you.

*People*

**And also with you.**

Members of the congregation, the couple, ministers and people, may greet one another in the name of the Lord.

***The Celebration of the Eucharist***

***The Preparation of the Gifts***

If the eucharist is to be celebrated, the service continues with the preparation of the gifts. The bread and wine may be presented by the couple.

***The Prayer Over the Gifts***

When the gifts have been prepared, the celebrant may say the Prayer over the gifts, as follows.

*God of the covenant, hear our prayer,  
and accept all we offer you this day.  
You have made \_\_\_\_\_ and \_\_\_\_\_  
one in the sacrament of marriage.  
May the mystery of Christ's unselfish love,  
which we celebrate in this eucharist,  
increase their love for you and for each other;  
through Jesus Christ our Lord.*

*People*

***Amen.***

***The Great Thanksgiving***

The celebrant continues with the Great Thanksgiving. Eucharistic Prayer 1 on pp. 193-195 in *The Book of Alternative Services* is appropriate. At the conclusion of the Great Thanksgiving, the Lord's Prayer is said.

***The Lord's Prayer***

*Celebrant*

*All*

*As our Saviour taught us, let us pray,  
**Our Father in heaven,**  
**hallowed be your name,**  
**your kingdom come,**  
**your will be done,**  
**on earth as in heaven.**  
**Give us today our daily bread.**  
**Forgive us our sins**  
**as we forgive through who sin against us.**  
**Save us from the time of trial,**  
**and deliver us from evil.**  
**For the kingdom, the power,***

*and the glory are yours,  
now and for ever. Amen.*

Or

Celebrant

*And now, as our Saviour Christ has taught us,  
we are bold to say,*

All

*Our Father, who art in heaven,  
hallowed be thy name.  
Thy kingdom come,  
thy will be done,  
on earth as it is in heaven.  
Give us this day our daily bread,  
and forgive us our trespasses,  
as we forgive those who trespass against us.  
And lead us not into temptation,  
but deliver us from evil.  
For thine is the kingdom,  
the power and the glory,  
for ever and ever. Amen.*

Silence

### ***The Breaking of the Bread***

The celebrant breaks the consecrated bread for distribution, and may say,

*We break the bread of life,  
And that life is the light of the world.*

All

*God here among us,  
light in the midst of us,  
bring us to light and life.*

### ***The Communion***

The celebrant invites the people to share in communion and may say,

Celebrant

*The gifts of God for the People of God.*

People

*Thanks be to God.*

The celebrant receives the sacrament first and then delivers it to the husband and wife, and to such of the congregation as wish to receive communion.

The sacrament is given with the following words,

*The body of Christ (given for you).  
The blood of Christ (shed for you).*

Or

*The body of Christ, the bread of heaven.  
The blood of Christ, the cup of salvation.*

The communicant responds each time, ***Amen.***

### ***Prayer after Communion***

Celebrant                    *Let us pray.*

Standing, the congregation prays in silence. The celebrant then says,

*Gracious God,  
may \_\_\_\_ and \_\_\_\_\_, who are bound together  
in these holy mysteries,  
continue in one heart and soul.  
May they live in fidelity and peace  
and obtain the eternal joys  
prepared for all who love you;  
through your Son, Jesus Christ the Lord.*

People                        ***Amen.***

Then the following doxology may be said.

Celebrant                    *Glory to God,  
People                        whose power, working in us,  
can do infinitely more  
than we can ask or imagine.  
Glory to God from generation to generation,  
in the Church and in Christ Jesus,  
for ever and ever. Amen.*

### ***Dismissal***

The celebrant may bless the people. The deacon, or other leader, dismisses the people saying,

Leader                        *Go in peace to love and serve the Lord.*  
People                        ***Thanks be to God.***

From Easter Day through the Day of Pentecost, ***Alleluia*** may be added to the dismissal and the people's response.

## STATEMENT FROM A GROUP OF BISHOPS

June 03 2004

To the Anglican Church of Canada:

We write to you from the General Synod of the Anglican Church of Canada meeting at St. Catharines, Ontario.

In recent days the Synod has made a number of contradictory decisions which may be causing confusion in the Church. On the one hand, the Synod has deferred a decision concerning the blessing of same sex unions for three years in order to explore whether such ceremonies would be a matter of doctrine. This consideration will need to be engaged by all 34 synods of the Anglican Church of Canada. On the other hand the Synod appears to have preempted this work by summarily expressing the opinion that it affirms the "sanctity" of committed adult same sex relationships.

We regret that it also ignores the work of the Lambeth Commission for Anglican Provinces not to take any action on these matters before the release of their report.

Faithful gay and lesbian members of our Church, who are themselves deeply divided on these questions, have a right to expect the Church to respond to their request for theological guidance with respect to their relationships with the utmost theological and pastoral integrity. We believe that General Synod failed to meet that challenge.

We must point out that General Synod's opinion is in error and contrary to the teaching of Scripture and the tradition of the undivided Church, the clearly expressed conviction of the Anglican Communion at the Lambeth Conference of 1998, the overwhelming ecumenical consensus of the Church inside Canada and abroad, and the 1997 Guidelines of our own House of Bishops.

We urge Anglicans across Canada distressed by this expression of opinion not to despair and urge them to take their full part in the diocesan and provincial synods which will contribute to a decision of whether this is a doctrinal matter.

We express our sorrow particularly to the Inuit and Indigenous churches whose representatives spoke clearly to the Synod but whose voices were ignored. We express our appreciation to the Bishops and people and churches of the Global South who have implored our Church unsuccessfully to abide by the mind of the Communion. We express our appreciation to all the people in the congregations of the ACiNW, and assure them of our on-going support, and full recognition.

Many of us will take comfort in the Article of Religion (XXI) which reminds us that Councils of the Church often fall short in their seeking God's will. We are told in that Article that in many Councils of the Church, there has been much error, "even in things pertaining unto God." The point of this teaching of our Church is to give us confidence that when the Church acts unwisely it is still the Body of Christ. We invite all Anglicans to continue to uphold the teachings of the Anglican Church worldwide which stands unchanged.

If we are faithful to our Lord's call to the costly love that alone can sustain us in our common life, then the world, whatever else it sees, will see the love of Jesus at work in our frailty and imperfection and find hope for its own future.