

33.—Diocese of Huron Pension Plan**INTERPRETATION**

1. This Canon shall be interpreted in its plain and literal sense, provided always that words of an ecclesiastical meaning shall have their proper ecclesiastical meaning and words of a financial meaning shall be construed in their special context as shall other words having any technical meaning.

Without limiting the generality of the foregoing, in this Canon and in all Regulations made pursuant to this Canon, save as otherwise specifically provided:

- (a) “Actuary” means a Fellow of the Canadian Institute of Actuaries appointed from time to time by the Administrator for the purposes of the Plan;
- (b) “Administrator” means the Committee;
- (c) “Applicable Legislation” means the *Pension Benefits Act* (Ontario) and the *Income Tax Act* (Canada) and Regulations thereunder and any other similar legislation applicable to the Plan;
- (d) “Bishop” means the Bishop of the Diocese;
- (e) “Committee” means the Human Resources Committee of the Diocese;
- (f) “Diocese” means the Diocese of Huron;
- (g) “Fund” means the Diocese of Huron Pension Fund;
- (h) “Plan” means the Diocese of Huron Pension Plan as set out in this Canon 33;
- (i) “Plan Member” means a Member of the Plan as defined in the Regulations;
- (j) “Regulations” means regulations enacted by the Committee pursuant to section 4 hereof;
- (k) “Synod” means The Incorporated Synod of the Diocese of Huron.
- (l) “Trustees” refers to the seven individuals, including the Bishop and the Secretary-Treasurer, responsible for the operation of the Plan under the trust agreement as detailed in section 3 hereof.

PURPOSE

2. The Diocese of Huron has established a pension plan to provide pension benefits for Plan Members and for their dependants.

TRUSTEES AND THEIR DUTIES

3. (a) The Plan shall be funded through a written trust agreement pursuant to Applicable Legislation; and, as required therein, responsibility for the operation of the Plan is assigned to the Trustees of the trust agreement. The Trustees shall operate as a standing sub-committee of the Human Resources Committee and shall consist of the Bishop, the Secretary-Treasurer, and five other persons appointed by the Committee in consultation with the Bishop, all of whom shall be residents of Canada and who shall serve without remuneration for their services as Trustees.
- (b) The Trustees shall elect from among themselves a chair and such officers as they may require as soon as possible following the enactment of this Canon. Such officers shall hold office during the pleasure of the Trustees so long as they remain Trustees. Meetings of Trustees shall be held on not less than five days' notice at the call of the chair, or upon the request of any two other Trustees.
- (c) The Trustees shall receive, hold and administer all monies received by them in the Fund as a separate trust fund, in accordance with the following provisions:
- (i) The Trustees shall receive all contributions paid to them under the Plan in cash.
 - (ii) The Trustees shall invest, or cause to be invested, to the best advantage of the Fund, all assets of the Fund provided that such investments shall at all times conform in all respects with the Applicable Legislation.
 - (iii) The Trustees shall, from time to time, on the written request of the Administrator of the Plan, which request shall be in accordance with the terms of the Plan, and the Regulations enacted pursuant to this Canon, make payments out of the Fund to such persons and in such manner, in such amount, and for such purposes as may be specified in such written request.
 - (iv) The actions of the Trustees and the provisions of the Plan shall at all times be construed and enforced according to the laws of Ontario.
 - (v) The Trustees shall not loan any portion of the Fund to any Plan Member or any contributor thereto.
 - (vi) The Trustees shall have the right to employ such agents, solicitors, accountants, actuaries, and other persons as may be selected by the Trustees. The Trustees shall supervise these persons to the extent that is prudent and reasonable, carry out such supervision, and may pay out of the Fund their reasonable expenses and compensation and may rely and act on information and advice furnished by such persons, or may refrain from acting thereon.
 - (vii) The Trustees shall, as of December 31st in each year, and from time to time as requested, render reports of their transactions, together with the financial

statements of the Fund and the certificate of the auditor, to the Committee in writing, and in a form acceptable to the Committee.

- (viii) The Trustees shall be fully protected in acting upon any certificates of the Administrator of the Plan, or the direction of any two members of the Committee.
- (ix) The Trustees shall not be liable under the terms of this Canon, except for their own negligence or wilful misconduct.
- (x) A Trustee may resign at any time by written notice to the Committee. It shall be the responsibility of the Committee to appoint a successor Trustee promptly in accordance with this Canon.
- (xi) To conduct the business of the Trustees, a quorum shall be four of its members.
- (xii) Notwithstanding any other provisions of this Canon, or of any other Canon, or of any Regulation made thereunder, the Trustees in the management of the Fund shall not at any time act inconsistently with Applicable Legislation.
- (xiii) No part of the 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 Plan Members, their beneficiaries, or estates.
- (xiv) The Trustees shall at all times exercise the care, diligence and skill in the administration and investment of the Fund that a person of ordinary prudence would exercise in dealing with the property of another person.

REGULATIONS

- 4. The Committee shall have the power to make Regulations not inconsistent herewith for the proper administration of the Plan and the power to amend or repeal such Regulations. All Regulations made by the Committee shall be published in such manner as the Committee may determine. All Regulations made by the Committee shall take effect immediately or as otherwise determined by the Committee, but shall be considered at the next meeting of the Diocesan Council following their enactment by the Committee, and, unless confirmed by the Diocesan Council, shall lapse.

EXAMINATION

- 5. The Committee shall from time to time, but at intervals of not more than three years, or any longer period available under the Applicable Legislation, have an examination of the Fund made by the Actuary. In doing so, the Actuary shall report on the solvency of the Fund with respect to the obligations incurred or to be incurred under the Plan and make

such recommendations as deemed fit by the Actuary. Upon receipt of such actuarial report, the Committee shall submit its recommendations thereon to the next meeting of the Diocesan Council to which shall be appended the recommendations (if any) of the Actuary and a copy of the periodic report of the Actuary shall be available to any member of Synod upon written request.

AMENDMENT

6. Except as proposed by the Committee, no amendment to this Canon or to the Regulations enacted by the Committee pursuant hereto relating to increased benefits to Plan Members shall be proposed, voted upon or enacted by the Diocesan Council or Synod unless:
 - (a) six months' prior written notice thereof shall have been given to the Committee; and
 - (b) the Committee certifies that the monies required to implement such proposed increased benefits are available in the Fund, or, in the alternative, some other source of such monies sufficient for such purpose is specified in such motion.

EFFECTIVE DATE OF CANON

7. This Canon shall be deemed to have come into force on July 1, 2015.

**DIOCESE OF HURON PENSION PLAN REGULATIONS
TABLE OF CONTENTS**

REGULATION		PAGE
Article 1	Definitions	33-6
Article 2	Eligibility	33-8
Article 3	Membership	33-8
Article 4	Contributions by Members	33-8
Article 5	Contributions by Diocese	33-8
Article 6	Leave of Absence	33-8
Article 7	Retirement	33-9
Article 8	Amount of Pension	33-10
Article 9	Disability	33-12
Article 10	Designation of Beneficiary	33-12
Article 11	Termination of Service	33-12
Article 12	Death Before Retirement	33-13
Article 13	Payment of Benefits	33-13
Article 14	Re-entry into Diocese	33-14
Article 15	Miscellaneous Provisions	33-15

DIOCESE OF HURON PENSION PLAN REGULATIONS**Article 1 – Definitions**

In these Regulations, the terms defined in section 1 of Canon 33 shall have the meanings ascribed therein, and:

- (1) “Actuarially Equivalent” means having an equal present value computed at the rate of interest and using the actuarial tables adopted by the Committee in consultation with the Actuary;
- (2) “Approved Leave” means the period of job-protected temporary absence available under Part XIV of the Employment Standards Act, 2000 (Ontario) or the period of a temporary absence of a Member from duty in the Diocese with the approval of the Bishop under section (1) of Article 6, and ceases at the end of the term of such absence or approval;
- (3) “Cleric” means a bishop, priest or deacon, who has been ordained in the Anglican Communion or a church which is in full communion with the Anglican Church of Canada, who is receiving a stipend from a Parish/congregation or is employed directly by the Synod, and who has been duly licensed by the Bishop to a Parish/congregation, or performing work in the Diocese with the sanction of the Bishop, or on Approved Leave;
- (4) “Commutated Value” means the value of a Member’s accrued pension on the basis recommended by the Actuary in accordance with accepted actuarial practice and Applicable Legislation;
- (5) “Credited Interest” means interest commencing January 1, 1987 in an amount based on a rate determined by the Administrator using the average yields of five year personal fixed-term chartered bank deposit rates, as reported over a reasonably recent period, the averaging period not to exceed 12 months, or an amount based on such other rate prescribed by Applicable Legislation;
- (6) “Credited Service” means, in respect of a Member, the number of years during which he or she is a Cleric or Lay Staff. For Lay Staff, this includes applicable periods before July 1, 2015. For periods of part-time employment, Credited Service will be prorated to reflect the proportion that the Member’s actual employment bears to normal full-time employment. Credited Service does not include a period when a Member is in receipt of a pension from the Plan;
- (7) "Lay Staff" means a person who is not a Cleric and is employed directly by the Synod on or after July 1, 2015;
- (8) “Member” at any time means a person who has fulfilled the eligibility requirements set out in Article 2, has joined the Plan, and is entitled at that time to some benefit under the Plan;

- (9) “Normal Retirement Date” means, in respect of a Member, the first day of the month coincident with or immediately following the earlier of the Member’s 65th birthday or completion of a total of 40 years of Credited Service in the Diocese;
- (10) “Parish/congregation” means any charge, mission, congregation or office in the Diocese;
- (11) “Qualified Member of Another Plan” means a person who is employed by an employer (other than the Diocese) which has a pension plan (other than the Canada Pension Plan and the General Synod Pension Plan of the Anglican Church of Canada) for the benefit of its employees, and who is qualified for fully participating membership in such a plan;
- (12) “Spouse” means, in respect of a Member, a person who on the relevant date is not living separate and apart from the Member and:
- (a) is married to the Member, or
 - (b) is not married to the Member but has been living with the Member in a conjugal relationship either:
 - (i) continuously for a period of not less than three years; or
 - (ii) in a relationship of some permanence, if they are the natural or adoptive parents of a child, both as defined in the *Family Law Act* (Ontario).

The relevant date for purposes of the foregoing is the earlier of the date of the Member's death or the date of commencement of the Member's pension.

In no circumstances will more than one person be considered to be a Member's Spouse at one time. The Administrator shall resolve any claims in accordance with the Plan and Applicable Legislation;

- (13) “Unreduced Retirement Date”, with respect to a retiring Member, means the earlier of:
- (a) the Member's Normal Retirement Date; and
 - (b) the date on which the Member completed, or would have completed, a total of 35 years of Credited Service, had the Member's service in the Diocese continued until that date;
- (14) “YMPE” for any year means the Year's Maximum Pensionable Earnings established under the Canada Pension Plan, as applicable to the Member, as at the first day of that year.

Article 2 – Eligibility

- (1) Clerics and Lay Staff who are not Qualified Members of Another Plan are eligible to join the Plan, subject to the provisions of section (2) of this Article and subject to Article 3 hereof.
- (2) Part-time Clerics and Lay Staff satisfying the requirements of section (1) of this Article are eligible to join the Plan if, in each of the two immediately preceding consecutive calendar years, one of the following has been met:
 - (a) The Cleric or Lay Staff has earned in respect of his/her employment with Synod and/or a Parish/congregation 35% of the YMPE or more; or
 - (b) The Cleric or Lay Staff has 700 hours or more of paid employment with Synod and/or a Parish/congregation.

Article 3 - Membership

All Clerics and Lay Staff entering or re-entering the service of the Diocese shall be required to join the Plan as a condition of appointment, after satisfying the conditions in Article 2, as applicable.

Article 4 - Contributions by Members

Members are neither required nor permitted to make contributions to the Plan.

Article 5 - Contributions by Diocese

The Diocese shall make contributions to the Fund in addition to other income of the Fund. Such annual contributions shall be 8.75% of the aggregate of the Parish/Congregation Apportionment Receipts for all of the Parishes/congregations of the Diocese for the preceding year. The contributions shall not exceed the maximum allowable contribution limits under the *Income Tax Act* (Canada) and Regulations thereunder and shall be remitted in a manner in accordance with Applicable Legislation.

Article 6 - Leave of Absence

- (1) The Bishop may grant a Member an Approved Leave for a period of up to two years, in order to permit such Member to perform a specific task at the request of the Bishop. The Member shall continue to accrue Credited Service during the period of such a leave, subject to the period of Credited Service granted not exceeding the maximum permitted by the *Income Tax Act* (Canada) and Regulations thereunder.
- (2) When a Member is granted a leave of absence pursuant to Part XIV of the *Employments Standards Act, 2000* (Ontario), is absent from work for a maximum of twelve months due to an injury that is compensable under the *Workplace Safety and Insurance Act, 1997* (Ontario), or in accordance with Applicable Legislation:

- (a) except as provided in subsection (b) below, the Member shall continue to accrue Credited Service during the period of the leave;
 - (b) notwithstanding subsection (a) above, the aggregate of such periods of leave that may be counted as Credited Service shall be limited to five years, or such other period as may be allowed under Applicable Legislation;
- (3) A Member who has a break in service that is not an Approved Leave or a leave of absence pursuant to Part XIV of the *Employment Standards Act, 2000* (Ontario), or a Member who becomes a Qualified Member of Another Plan shall cease to accrue Credited Service as of the start of the break and the Member shall be deemed:
- (a) if a Cleric, to have been issued Letters Dimissory by the Bishop;
 - (b) if a Lay Staff, to have terminated employment with the Diocese; and
 - (c) to be subject to the provisions of Article 11.

Article 7 - Retirement

A Member may choose to receive a pension starting on one of the following dates:

- (a) the Member's Normal Retirement Date;
- (b) a Late Retirement Date, which shall be on the first day of any month following the Member's Normal Retirement Date, but not later than the December 1 of the year in which the Member attains the age of 71 years; or
- (c) an Early Retirement Date, which shall be on the first day of any month preceding the Member's Normal Retirement Date, and coincident with or following the date which is ten years prior to the Member's Normal Retirement Date;

provided always that if the Member also participates in the General Synod Pension Plan of the Anglican Church of Canada, then the Member must start his or her pension under the Plan on the same date as under the General Synod Pension Plan.

Article 8 - Amount of Pension

- (1) In respect of a Member who joined the Plan after December 31, 1979 and who retires from the service of the Diocese on or after the Member's Normal Retirement Date, the yearly amount of pension shall be the product of \$160.00 times the Member's Credited Service.
- (2) In respect of a Member who joined the Plan prior to January 1, 1980 and who retires from the service of the Diocese on or after Member's Normal Retirement Date, the yearly amount of pension shall be the greater of:
 - (a) \$400.00 plus the product of \$147.00 times the Member's Credited Service; and

- (b) the amount specified in section (1) of this Article.
- (3) In respect of a Member who retires from the service of the Diocese on an Early Retirement Date, the yearly amount of pension shall be the amount specified in section (1) or section (2) of this Article reduced by the sum of:
- (a) 0.25% for each month or part of a month not exceeding sixty months by which the actual date of retirement precedes the Member's Unreduced Retirement Date; and
 - (b) 0.5% for each month or part of a month in excess of sixty months by which the actual date of retirement precedes the Member's Unreduced Retirement Date.

Notwithstanding the foregoing, if a Member has terminated service in the Diocese prior to retirement, has elected to receive a deferred pension in accordance with subsection (1)(a) of Article 11, has not returned to active service in the Diocese and retires on an Early Retirement Date, the total amount of the pension otherwise payable shall be reduced by 0.5% for each month or part of a month by which the actual date of retirement precedes such Member's Normal Retirement Date.

- (4) Except as otherwise provided in section (5) of this Article, on the death of a Member who is in receipt of a pension under this Article, and who has a Spouse at the Member's retirement date, the Spouse shall receive a pension under the provisions of this Plan equal to two thirds of the pension being paid to the Member at date of death. The pension to the Spouse shall commence on the first day of the month next following the date of death of the Member. The pension shall be payable to the Spouse for the remainder of his or her lifetime.
- (5) At the time of retirement, a Member may elect in writing to receive a reduced retirement pension in order that the pension payable to the Spouse pursuant to section (4) of this Article shall be increased to 100% of the pension being paid to the Member at the time of death. This option may only be exercised at the time the Member applies for a pension and before any benefits have been paid. The election is irrevocable. The amount of the reduced pension shall be on an Actuarially Equivalent basis.
- (6) If, upon retirement, termination or death of a Member, the value of the Member's contributions, with Credited Interest, made on or after January 1, 1987 if any, exceeds one half of the Commuted Value of the Member's pension benefits accrued on or after January 1, 1987, such excess will be refunded to the Member, Spouse, beneficiary, or estate as applicable.
- (7) Notwithstanding the previous provisions of this Article, the total annual amount of the pension payable under this Plan and under the General Synod Pension Plan of the Anglican Church of Canada shall not, for the year in which the pension commences to be paid, exceed the following:
- (a) If a Member retires on or after the Member's Normal Retirement Date, the product of:

- (i) the lesser of the maximum pension benefit per year of service in the year of retirement, as provided by the Canada Revenue Agency, and 2% of the Member's best three years average earnings; and
 - (ii) the Member's Credited Service in years;
 - (iii) the pension payable will be limited to the amounts specified in this Article or such greater benefit as may be permitted under Applicable Legislation.
- (b) If a Member retires before the Member's Normal Retirement Date, the benefit calculated in accordance with subsection (7)(a) of this Article reduced by 0.25% for each month by which the commencement of payments precedes the earliest of the dates on which the Member:
- (i) will attain age 60;
 - (ii) will complete 30 continuous years of service with the Diocese; and
 - (iii) will attain 80 points determined as the sum of the Member's age and continuous years of service with the Diocese.
- (8) Synod may, from time to time, make ad hoc increases in the amounts of pension being paid under the Plan. Notwithstanding the forgoing, such increases shall not exceed the maximum increase permitted by Applicable Legislation.
- (9) In no event shall the benefit accrued in a calendar year result in a pension adjustment, as defined under Applicable Legislation, in excess of the limits as prescribed therein.

Article 9 – Disability

- (1) A Member who is in receipt of disability income benefits under the group long-term disability insurance plan sponsored by Synod and who qualifies as “disabled” under *Income Tax Act* (Canada) shall continue to accrue Credited Service under this Plan while in receipt of such benefits.
- (2) If such a Member attains his/her Normal Retirement Date, Credited Service will cease to accrue and the Member will receive a pension starting on the Member's Normal Retirement Date, determined in accordance with Article 8.

Article 10 - Designation of Beneficiary

- (1) A Member may appoint a beneficiary or revoke such appointment by notice in writing filed with the Administrator. Such appointment shall lapse upon the death of the person so appointed. If no appointment has been made, or if an appointment has been revoked or lapsed and no further appointment made, any amounts payable on the death of the Member shall be paid to the Member's estate or personal representative.

- (2) The appointment of a beneficiary does not create any right not established under this Plan. Any person appointed shall not, by reason of being so designated, be entitled to or receive the pension payable to the surviving Spouse of a Member.

Article 11 - Termination of Service

- (1) A Member who is issued Letters Dimissory by the Bishop or no longer satisfies the definition of Cleric or of Lay Staff shall have the option of receiving:
 - (a) the Member's accrued pension of an amount determined as of the date of the Member's termination in accordance with Articles 7 and 8; or
 - (b) the Commuted Value of the Member's accrued pension transferred to a Life Income Fund or a locked-in retirement account, to the pension plan of another employer (if that pension plan will accept the transfer) or to a life insurance company for the purchase of a deferred life annuity, subject to compliance with Applicable Legislation.
- (2) Except as described above or in satisfaction of a support order or in compliance with a court order or domestic contract under the *Family Law Act* (Ontario), under no circumstances may the pension and other benefits provided by the Plan be commuted, alienated or assigned by the Member, a surviving Spouse of a Member or a beneficiary.
- (3) Notwithstanding the above, a Member whose yearly pension or Commuted Value is less than the minimum amounts specified in the Applicable Legislation in the year of termination of service may receive, at the decision of the administrator, a lump sum payment equal to the Commuted Value of the Member's pension benefits.

Article 12 - Death Before Retirement

- (1) On the death prior to retirement of a Member who is accruing Credited Service, there shall be paid to the Spouse, if any, a pension, in accordance with the provisions of section (4) of Article 8, calculated on the assumption that the Member had attained his/her Normal Retirement Date.
- (2) On the death prior to retirement of a Member who is accruing Credited Service who does not have a Spouse, or of a Member entitled to a deferred pension in accordance with subsection (1)(a) of Article 11, an amount equal to the greater of:
 - (a) the Member's total contributions, if any, with Credited Interest; or
 - (b) the Commuted Value of the Member's accrued pension.shall be paid to the surviving Spouse of the Member or, in the absence of a surviving Spouse:
 - (iv) to the beneficiary designated in writing by the Member; or

- (v) if no such beneficiary has been designated, to the Member's estate.
- (3) A surviving Spouse entitled to receive a pension under section (1) of this Article may elect to commute a part of that pension whose Commuted Value is equal to the amount referred to in section (2) of this Article. The surviving Spouse may receive the Commuted Value either as a lump sum or in the form of an immediate or deferred pension having a Commuted Value equal to that amount, in which event the pension otherwise payable to the Spouse shall be reduced by an amount having a Commuted Value equal to that amount.

Article 13 - Payment of Benefits

- (1) All benefits payable under the provisions of this Plan shall be paid by the Fund.
- (2) Pensions shall be paid monthly. Payments shall commence on the first day of the month coincident with or immediately following the date on which the Member or the surviving Spouse become entitled thereto. Payments shall terminate with the last payment prior to the death of the Member or, in the case of a surviving Spouse, the last payment prior to the surviving Spouse's death.
- (3) All cheques shall be sent to the last known address of the recipient. In case of change of address, if the Administrator is not notified in writing of the new address, it shall not incur any liability by reason of failure of the person entitled thereto to receive such payment.
- (4) If the Administrator receives evidence that:
 - (a) a person entitled to receive any payments under the Plan is physically or mentally incompetent to receive such payment and to give a valid release;
 - (b) another person or institution is maintaining or has custody of such persons; and
 - (c) no guardian, committee or other representative of such person has been duly appointed by a court of competent jurisdiction;

then the payments may be made to such other person or institution. Such payment shall be valid and constitute a complete discharge of all liability of the Plan to make such a payment.

Article 14 - Re-entry into the Plan

- (1) A Member who has elected to receive a deferred pension in accordance with subsection (1)(a) of Article 11 and who subsequently re-enters the Diocese and qualifies for membership in and joins the Plan shall be immediately entitled to Credited Service and contribution credits based on the Member's previous service and contributions. Such Member shall be entitled on retirement to a pension benefit in accordance with Articles 7 and 8 in respect of all such periods of Credited Service.
- (2) A Member who has transferred the Commuted Value out of the Fund in accordance with subsection (1)(b) of Article 11, shall forfeit all pension privileges, and in the event of

subsequent re-entry into employment with the Diocese shall, upon qualifying for membership in and joining the Plan, be classified as a new Member in the Plan without previous Credited Service.

- (3) A Cleric who has waived membership in the Plan and who is issued Letters Dimissory by the Bishop shall, in the event of re-entry into employment with the Diocese, upon qualifying for membership in and joining the Plan, be classified as a new Member in the Plan without previous Credited Service.
- (4) A former Member who re-enters the service of the Diocese and on re-entry does not qualify for membership in and join the Plan, and, if applicable, the surviving Spouse of such former Member, shall be entitled only to the benefits established under this Plan at the time the Member received Letters Dimissory from the Bishop or ceased to be employed by the Diocese.

Article 15 - Miscellaneous Provisions

- (1) Except in satisfaction of a support order or in compliance with a court order or domestic contract under the *Family Law Act* (Ontario), a person entitled to receive a pension under this Plan shall not alienate, anticipate, prejudice, encumber or assign any payment or payments the Member may expect to receive contingently or otherwise. Prior to payment, the pension payment shall be free from attachment, garnishment or other legal or equitable process available to any creditor to the fullest extent permitted by law.
- (2) A Member shall furnish to the Administrator the following information:
 - (a) date of birth;
 - (b) date of marriage;
 - (c) name of Spouse;
 - (d) date of birth of Spouse;
 - (e) Social Insurance Number; and
 - (f) such further and other information as the Administrator may reasonably request.

If the Administrator is not satisfied with the evidence supporting any of the above information, it may in its absolute discretion withhold payment of the pension or determine the amount of pension on the basis of the best evidence available to it. If proof of any fact is subsequently submitted, the amount of pension shall be adjusted accordingly.

- (3) Nothing in these Regulations shall be construed or operated to create a right to employment or interfere with the enforcement of other Canons of the Diocese.
- (4) Notwithstanding any other provisions of this Canon or of any Regulation made thereunder, should the Parliament of Canada or the Legislature of Ontario pass any law which is at

variance with these Regulations, the said law shall take precedence and until such time as these Regulations have been amended, the relevant requirements of the Applicable Legislation shall apply to these Regulations, and the Administrator shall administer the Plan and Fund as if the said requirements of the Applicable Legislation were incorporated into these Regulations.

- (5) Nothing in these Regulations shall reduce a pension paid or payable under the prior Regulations at the effective date of these Regulations.
- (6) Contributions under the prior Regulations, or applicable legislation, shall not constitute any right, title or interest in the assets of the Diocese, except as specifically provided by Applicable Legislation.
- (7) If any provision of the Plan is held to be invalid or unenforceable by a court of competent jurisdiction, its invalidity or unenforceability shall not affect any other provision of the Plan and the Plan shall be construed and enforced as if such provision had not been included in the Plan.
- (8) The Plan is intended to constitute an employee's pension plan qualified for registration under Applicable Legislation. Any provision of any related documents that is inconsistent with the terms of the Plan shall, to the extent of the inconsistency, be of no force or effect.
- (9) The Administrator shall provide each Member, former Member, and Spouse with such information and in such a manner as may be prescribed by Applicable Legislation.
- (10) In the event that the specified contributions in Article 5 are insufficient to fund the Plan's benefits in accordance with the requirements of Applicable Legislation, the Plan will be amended as necessary to bring the Plan into compliance with Applicable Legislation.
- (11) The Administrator is authorized to delegate any administrative duties to any person or organization.
- (12) Any surplus funds disclosed in an actuarial report pursuant to section 5 of Canon 33 may either:
 - (a) be retained as part of the Fund;
 - (b) be applied to increase plan benefits, as determined by the Administrator;
 - (c) be paid to the Diocese in a manner determined by the Administrator, subject to the approval of Synod; or
 - (d) be applied to reduce contributions otherwise payable pursuant to Article 5 in a manner determined by the Administrator, subject to the approval of Synod;subject to compliance with Applicable Legislation.

- (13) On termination of the Plan, the assets of the Plan shall be allocated to provide, to the extent of said assets and subject to Applicable Legislation, for pension benefits accrued under the Plan, prior to the effective date of its termination, by Members, their Spouses and any other persons entitled to benefits under the Plan. Such allocation shall be made in accordance with an allocation schedule then established by the Diocese in consultation with the Actuary and filed with and approved by the appropriate authorities in accordance with Applicable Pension Laws. Any surplus monies remaining after providing for these benefits may either:
- (a) be applied to increase pension and other benefits payable under the Plan in a manner determined by the Administrator, subject to the approval of Synod, provided however that no Member shall receive benefits exceeding the amount determined pursuant to section (7) of Article 8; or
 - (b) be paid to the Diocese in a manner determined by the Administrator, subject to the approval of Synod, subject to compliance with Applicable Legislation.