

**MINUTES OF THE FORTIETH SESSION  
OF THE GENERAL SYNOD  
JULY 3-7, 2013**

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**MINUTES OF THE FORTIETH SESSION  
OF THE GENERAL SYNOD  
JULY 3-7, 2013**

**THURSDAY, JULY 4, 2013**

**General Synod Sessions #1 and #2**

**Opening**

The Fortieth Session of the General Synod opened at 1:30 PM with a prayer by the Primate, Archbishop Fred Hiltz.

The Primate was in the chair and called the meeting to order.

**Report of the Credentials Committee**

Canon Robert Falby reported that a sufficient number of each Order was present to constitute the Synod. Order of Bishops – 41, Order of Clergy – 113, Order of Laity – 135.

The President of the Synod, Archbishop Fred Hiltz, Primate, declared that the Fortieth Session of the General Synod was duly constituted.

*Act 1*

**Introductions**

The Primate made the following introductions:

***At the Head Table***

The Ven. Dr. Harry Huskins, Deputy Prolocutor  
Chancellor David P. Jones  
Canon Robert Falby, Prolocutor  
The Most Rev. Fred Hiltz, Primate  
The Ven. Dr. Michael Thompson, General Secretary  
Ms. Josie De Lucia, Recording Secretary

## **Sessional Committees – Chairs**

Agenda Committee:	Ms. Susan Winn
Resolutions Committee:	The Very Rev. Louise Peters
Expenditures Committee:	Mr. Robert Dickson
Nominating Committee:	The Rt. Rev. James Cowan
Credentials Committee:	Canon Robert Falby
Honorary Secretaries:	The Ven. Geoff Peddle The Ven. Bruce Bryant-Scott Ms. Margaret Jenniex Mr. Stephen Koning
Assessors:	Ms. Anne Bourke, Vice-Chancellor General Synod Chancellor Heather Dixon Chancellor Robin MacKay The Ven. Alan T. Perry
PARTNERS	Ms. Martha Gardner, The Episcopal Church
ACIP Partners:	The Rev. Hannah Alexie The Rev. Elizabeth Beardy Ms. Dixie Bird The Ven. Dr. Sidney Black The Rev. Richard Bruyere Ms. Caroline Chum The Rev. Canon Laverne Jacobs Ms. Sylvia James Ms. Freda Lepine Mr. Willard Martin Ms. Sheba McKay Mr. Todd Russell Ms. Ruby Sandy-Robinson The Rev. Barbara Shoomski
Visitors:	Ms. Sally Johnson, the Chancellor to the President of the House of Deputies, The Episcopal Church The Rev. Canon Michael Barlowe, Executive Officer of the General Convention, The Episcopal Church Canon Peter Ng, Officer, Asia and the Pacific & Anglican Relations, The Episcopal Church

## **Introduction to Keypads**

Mr. John Paul Copeland from Data On The Spot gave a brief demonstration of response pads (clickers) which would replace voting by paper ballot during the meeting.

## **Orders of the Day**

Mrs. Susan Winn, Chair of the Agenda Committee, reviewed the Orders of the Day.

### ***Point of Privilege***

Moved by: Ms. Alicia Dumas  
Seconded by: Dr. David Gould

That dioceses sit by tables.

**DEFEATED**

## **Adoption of the Agenda**

Moved by: Canon Robert Falby  
Seconded by: Ms. Susan Winn

That the Draft Agenda # 6.2 be adopted.

**CARRIED**  
*Act 2*

## **RESOLUTIONS**

### **Minutes of the 39th Session of the General Synod**

Moved by: Chancellor David P. Jones  
Seconded by: Canon Robert Falby

That the minutes of the 39<sup>th</sup> Session of the General Synod, held at St. Mary's University, Halifax, Nova Scotia , June 3 to 11, 2010 be adopted.

**CARRIED**  
*Act 3*

## Reception of Notices of Motions and Memorials

Moved by: Chancellor David P. Jones  
Seconded by: Canon Robert Falby

That the Notices and Memorials, as amended, and as printed in the Convening Circular be received.

**CARRIED**  
*Act 4*

## Courtesies of the General Synod

Moved by: Chancellor David P. Jones  
Seconded by: The Ven. Dr. Harry Huskins

That the *Courtesies of the General Synod* be extended to the Partners and Visitors and to the Directors of General Synod at the National Office.

**CARRIED**  
*Act 5*

## Reception of Reports

Moved by: Chancellor David P. Jones  
Seconded by: Canon Robert Falby

That the reports printed in the Convening Circular be received.

**CARRIED**  
*Act 6*

## Nominating Committee Responsibilities

Moved by: Chancellor David P. Jones  
Seconded by: Canon Robert Falby

That the Nominating Committee be responsible for arranging balloting and appointing scrutineers in any election where such is required.

**CARRIED**  
*Act 7*



## Rules of Order and Procedure

Moved by: Chancellor David P. Jones  
Seconded by: The Ven. Dr. Harry Huskins

That the Rules of Order and Procedure be suspended so far as is necessary to permit the No Debate List Procedure printed in the Convening Circular to be used at this Synod.

**CARRIED**  
*Act 8*

## Resolutions with Financial Implications

Moved by: Mr. Robert Dickson  
Seconded by: The Rt. Rev. James Cowan

That all resolutions adopted by this session of the General Synod that

- involve the spending of money, and
- for which the necessary financial resources have not been identified in the motion or are not included in the budget of General Synod

be referred to a group comprised of the Primate, the Prolocutor, and the General Secretary who shall, in consultation with the Treasurer, review any expenditure that would be required to implement the motion and the financial resources available. The group may, in their discretion, authorize expenditures to implement the motion in whole or in part, or may determine that implementation is not financially feasible. The General Secretary shall report the decisions of the group to the Council of General Synod which may reconsider those decisions.

**CARRIED**  
*Act 9*

## No Debate List

Dean Louise Peters, Chair of the Resolutions Committee, presented the proposed No Debate List.

A140 R1 Commission on Theological Education and Formation of the Presbyteral Ministry and Recommendations  
A141 To Love and Serve the Lord: Anglican Lutheran International Commission  
A142 The Church: Towards a Common Vision  
A170 R1 Supporting creation care across the church (2)  
A171 Jerusalem Sunday

C002 Joint Anglican Lutheran Commission  
C001 Baptismal Covenant

## **Introduction of Nominees for Prolocutor**

The Primate reviewed Section 14 of the Constitution which outlines the responsibilities of the Prolocutor.

Bishop James Cowan introduced the rules governing the voting and announced the names of the nominees.

Nominees

Mr. Robert Dickson	Diocese of New Westminster
The Ven. Dr. Harry Huskin	Diocese of Algoma
The Very Rev. Peter Wall	Diocese of Niagara

## **Presidential Address**

Archbishop Fred Hiltz delivered the Presidential Address. (*See Appendix A*)

## **Election of the Prolocutor – Results of the First Ballot**

Mr. Robert Dixon – 45  
The Ven. Dr. Harry Huskins – 125  
The Very Rev. Peter Wall – 103

## **Election of the Prolocutor – Results of the Second Ballot**

Mr. Robert Dixon – 23  
The Ven. Dr. Harry Huskins – 145  
The Very Rev. Peter Wall – 111

## **Election of the Prolocutor**

The Primate declared that *The Ven. Dr. Harry Huskins* was elected Prolocutor.

*Act 10*

## **Introduction of Nominees for Deputy Prolocutor**

Bishop James Cowan pointed out that The Very Rev. Peter Wall, as clergy, could not stand for

election as Deputy Prolocutor, as a cleric was elected Prolocutor. The election was between the two remaining lay delegates.

Nominees

Mr. Robert Dickson                      Diocese of New Westminster  
Ms. Cynthia Haines-Turner              Diocese of Western Newfoundland

## **Election of the Deputy Prolocutor - Results of the First Ballot**

Mr. Robert Dixon – 86  
Ms. Cynthia Haines-Turner – 183

## **Election of the Deputy Prolocutor**

The Primate declared that *Ms. Cynthia Haines-Turner* was elected Deputy Prolocutor.

*Act 11*

Moved by:        The Rt. Rev. James Cowan  
Seconded by:    Canon Robert Falby

That the ballots be destroyed by deleting the record of votes.

**CARRIED**

The Primate announced “Hope” by Jaylene Johnson and Jim Kimball as the winner of the Anglican Church of Canada’s Marks of Mission contest.

## **Vision 2019 Implementation Team**

The Ven. Peter John Hobbs, Chair and Ms. Melissa Green, member and The Ven. Michael Thompson, General Secretary reviewed what Vision 2019 and the Marks of Mission look like across the wider church and updated the members of General Synod on the status of the work.

## **Introduction to Structures**

Ms. Monica Patten and the Most Rev. Colin Johnson reviewed one specific area of focus outlined in Vision 2019; a call for structures that work, specifically a call for a national consultation. This took place in early 2013. A small structures working group was established

after the Consultation which took the report, *Embodying God's Call*, along with recommendations to the Council of General Synod.

Four speakers shared stories of where they have been involved in ministry and mission experiences sparked through General Synod partnership work: Stronger Together, a youth mission to Cuba, a conversation about mission and ministry sparked in a diocese, and the Government Relations partnership with the Diocese of Ottawa.

## **Report of the Governance Working Group**

Mr. David Jones, Chancellor and Chair of the Governance Working Group, introduced a number of resolutions proposed in its report.

## **Declaration of Principles – Membership in General Synod – Second Reading**

Moved by: Chancellor David P. Jones  
Seconded by: The Rt. Rev. Sue Moxley

That this General Synod give *second reading* to amend sections 3, 4 and 5 of the Declaration of Principles to read as follows:

### **3. Membership**

- a) The General Synod of The Anglican Church of Canada shall be organized in three Orders: the Order of Bishops, the Order of Clergy and the Order of Laity.
- b) Members of the Orders of Clergy and Laity shall be members of the diocesan synod, or eligible to be members of the diocesan synod, of the diocese they represent.
- c) The number of clergy and lay members elected by each diocese shall be determined relative to the population of the diocese.
- d) Each diocese shall elect the same number of lay members as clergy members.
- e) Each diocese shall be entitled to elect or appoint one youth representative, either clergy or lay, in addition to the clergy and lay members it is entitled to elect.
- f) Other non-diocesan or quasi-diocesan jurisdictions in the Church may also be entitled to representation as specified in the Constitution.

- g) The Constitution may provide for ex officio members of the General Synod.

#### 4. Sessions

The three Orders shall sit and vote together, except where specifically provided for in the Constitution, Canons or Rules of Order.

#### 5. Voting by Dioceses

The Rules of Order shall make provision for a vote by dioceses where demanded.

**CARRIED IN ALL ORDERS**  
*Act 12*

### **Constitution – Amendments – Changes to References in the Constitution**

Moved by: Chancellor David P. Jones  
Seconded by: The Ven. Dr. Harry Huskins

That this General Synod amend the Constitution as follows:

1. in section 33 e) iii), change “In” to “in”;  
[typographical error]
2. in section 33 f) iii), change the reference to “subsection 33 a) viii)” to “subsection 33 a) vii”;  
[typographical error]
3. in section 39 a) vi), change the name of the “Philanthropy Committee” to “Resources for Mission Committee”;  
[COGS March 2011]
4. in section 39 a), after vi) add “vii) Anglican Journal Committee”;  
[COGS November 2011]
5. in section 39 g), replace paragraph iv) with the following:  
“iv) the national communications director of the Evangelical Lutheran Church in Canada.”  
[COGS May 2012]
6. in section 39, after g) add  
“h) The Anglican Journal Committee shall consist of the members of the Communications and Information Resources Committee sitting as the Anglican Journal Committee plus one additional member appointed by the Primate from the membership of the Anglican Editors’ Association (AEA).”

and re-letter the following paragraphs accordingly;

[COGS May 2012]

## **Confirmation of Terms of Reference of Standing Committees**

Moved by: Chancellor David P. Jones  
Seconded by: The Ven. Dr. Harry Huskins

That this General Synod confirm the adoption of changes made by the Council of General Synod to the terms of reference of standing committees:

1. Communications and Information Resources Committee—terms of reference approved by COGS in May 2008, inadvertently not referred to General Synod 2010, referred by COGS in November 2010 to the current Handbook Concerns Committee for action at General Synod 2013 (as contained at page 136 in Appendix B in the current Handbook).
2. Communications and Information Resources Committee—references to “the Anglican Journal Board” in paragraphs 1 e) and 2 b) changed to “the Anglican Journal Committee” by COGS in May 2012.
3. Philanthropy Committee—terms of reference approved by COGS in November 2010 (as contained at page 138 in Appendix B in the current Handbook, with additional changes noted in #4 and #5 below.)
4. Philanthropy Committee—name change from “Philanthropy Committee” to “Resources for Mission Committee” in section 6 of Appendix B)—approved by COGS in March 2011.
5. Resources for Mission Committee—change in the first item in the terms of reference to read: “a) Develop and continue to update a theology of stewardship for the church.”—approved by COGS in November 2012.
6. Anglican Journal—adoption of terms of reference for the new Anglican Journal Committee (to be included as part 7 in Appendix B of the Handbook) and removal of the terms of reference for the former Anglican Journal Corporation (Appendix C in the Handbook)—approved by COGS in November 2011:

7. Anglican Journal Committee

The Committee shall:

- (i) Be the publisher of the Anglican Journal.
- (ii) Monitor, defend and safeguard the editorial independence of the Anglican Journal.

- (iii) Support the work of the Anglican Journal staff and advise staff as requested.
- (iv) Explore and work on areas of mutual interest with the Communications and Information Resources Committee.
- (v) Produce, publish and distribute a national newspaper of interest to the members of the Anglican Church of Canada, with an independent editorial policy and not being an official voice of or for the church. When expression of opinion conflicts with official church policy, as stated by decisions of the General Synod or the Council of General Synod, the newspaper will, at the same time, carry an explanation by an informed spokesperson of the official position of the church.
- (vi) Provide a means to distribute diocesan newspapers and other materials as inserts to the national newspaper.
- (vii) Maintain a data base containing pertinent circulation information that will be available to the national and diocesan offices of the Anglican Church of Canada.
- (viii) Exercise functions to all committees, namely
  - (a) Develop annual budget proposals
  - (b) Communicate with other committees and groups
  - (c) Report regularly to the Council of General Synod
  - (d) At least once a triennium review its own mandate and review policies governing the various areas of work of the Anglican Journal.

7. Communications and Information Resources—revise terms of reference: Section 1 (d) – remove the reference to the library and Ministry Matters; Section 2 (b) remove the sentence, “At the appropriate time in the triennium, the Communications and Information Resources Committee may nominate possible names to the Council of General Synod for membership on the Anglican Journal Board.”— approved by COGS in March 2013.

**CARRIED**  
*Act 14*

## **Forms for the Relinquishment or Abandonment of the Ministry**

Moved by:           Chancellor David P. Jones  
Seconded by:       The Ven. Dr. Harry Huskins

That this General Synod amend Canon XIX to include forms for the reinstatement or restoration of the exercise of ministry in the Anglican Church as follows

**Canon XIX**

**NOTICE OF REINSTATEMENT TO MINISTRY**

(after prior relinquishment)

To: The Primate and all diocesan bishops in The Anglican Church of Canada

This is notification that I have reinstated . . . . [name] . . . . to the exercise of ordained ministry in The Anglican Church of Canada, pursuant to General Synod Canon XIX, section 1 e).

The reinstatement was effective on . . . [date].

Signed \_\_\_\_\_

Bishop of the Diocese of \_\_\_\_\_ [\*]

Date \_\_\_\_\_

[\* Note: The Bishop making the reinstatement must be the diocesan Bishop or the successor to the diocesan Bishop who accepted the relinquishment.]

**APPENDIX A**

**Canon XIX**

**NOTICE OF RESTORATION TO MINISTRY**

(after prior abandonment)

To: The Primate, Metropolitans and all diocesan bishops in The Anglican Church of Canada

This is notification that I have restored . . . . [name] . . . . to the exercise of ordained ministry in The Anglican Church of Canada, pursuant to General Synod Canon XIX, section 2 g).

The restoration was effective on . . . [date].

Signed \_\_\_\_\_

Bishop of the Diocese of \_\_\_\_\_ [\*]

Date \_\_\_\_\_



[\* Note: The Bishop making the restoration must be the diocesan Bishop or the successor to the diocesan Bishop who affirmed the abandonment.]

**CARRIED**  
*Act 15*

## **Canon XXII – The National Indigenous Ministry**

Moved by: Canon Randall Fairey  
Seconded by: The Ven. Dr. Harry Huskins

That this General Synod amend Canon XXII to read as follows:

### **CANON XXII THE NATIONAL INDIGENOUS MINISTRY**

The origin of this Canon is the Covenant made by the participants at the 1994 *Journey of Spiritual Renewal* sponsored by the Anglican Council of Indigenous Peoples:

“...We acknowledge that God is calling us to a prayerful dialogue towards self-determination for us, the Indigenous Peoples, within the Anglican Communion in Canada. Through this new relationship we can better respond to the challenges facing us in a relevant and meaningful way....

“We, representatives of the Indigenous people of the Anglican Church of Canada, meeting in Winnipeg from the 23 to 26 April 1994, pledge ourselves to this covenant for the sake of our people and in trust of our Lord and Saviour, Jesus Christ:

“Under the guidance of God’s spirit we agree to do all that we can to call our people into unity in a new, self determining community within the Anglican Church of Canada.

“To this end we extend the hand of partnership to all those who will help us build a truly Anglican Indigenous Church in Canada.

“May God bless this vision and give us grace to accomplish it.”

The purpose of this Canon is to provide canonical recognition of structures through which the National Indigenous Ministry may be a self determining community within the Anglican Church of Canada.

## **1. The National Indigenous Anglican Bishop**

The National Indigenous Anglican Bishop (NIAB) has a pastoral episcopal relationship with all indigenous ministries in the Anglican Church of Canada. This role is exercised in *partnership* with diocesan bishops.

The NIAB is a member of the Sacred Circle, the Anglican Council of Indigenous Peoples, the House of Bishops, General Synod and the Council of the North.

### *Selection Process for the NIAB*

A person is eligible for selection as the NIAB if that person

- (a) is of the full age of thirty years;
- (b) is a priest or bishop in Holy Orders of The Anglican Church of Canada, or of a church in full communion therewith;
- (c) is faithful in the doctrines and discipline of The Anglican Church of Canada as determined and defined by the official formularies of that church;
- (d) is known and recognized as being a person of integrity and moral stature; and
- (e) has those qualities and abilities of leadership, experience and learning that will enable that person to fulfil the duties of a chief pastor in the Church of God.

When a vacancy occurs (or is about to occur) in the office of NIAB, ACIP will create a search committee (which must include an elder) to determine the specific qualities and additional qualifications that might be required or desirable with respect to the person to fill the vacancy; identify potential candidates; assemble information from the persons who are prepared to become candidates; and prepare a short list of candidates for ACIP.

ACIP will elect a person from the short list submitted by the selection committee, and will send the name of the NIAB-elect to the Primate for concurrence by the Primate and the four Provincial Metropolitans.

Following concurrence, the Primate will consecrate the NIAB-elect (if not already a bishop) and install the NIAB in office.

At the first opportunity following the NIAB's installation in office, the Sacred Circle will receive the NIAB as its presiding elder.

### *Term of Office for the NIAB*

The term of office for the NIAB is nine years from the date of installation. The NIAB whose term has been completed is eligible to stand for election for a further term.

The NIAB must retire on reaching the age of 70.

### *Vacancy in the Office of the NIAB*

If the NIAB dies, resigns, retires, or for any other reason the office of the NIAB is vacant, or the NIAB is unable to act by reason of absence or illness, the Primate in consultation with the chair or co-chairs of ACIP will designate the senior indigenous bishop in The Anglican Church of Canada willing to undertake the task as the Acting NIAB.

## **2. The Anglican Council of Indigenous Peoples**

The Anglican Council of Indigenous Peoples (ACIP) consists of representatives from dioceses where significant Indigenous ministry is taking place, the National Indigenous Anglican Bishop (who is the ACIP liaison with the Council of the North and the House of Bishops), and additional members as determined by ACIP.

The members of ACIP must be aboriginal, members of The Anglican Church of Canada, and active in their parish or diocese.

ACIP will consist of the following persons:

- (a) The NIAB.
- (b) Two persons elected by each Provincial Caucus at the Sacred Circle.
- (c) One youth, one elder and one member-at-large appointed by the NIAB.

Except for the NIAB, the terms of ACIP members will end at the conclusion of the next Sacred Circle. Where a vacancy occurs on the Council between Sacred Circles, ACIP may appoint a replacement for a person who was elected by the Sacred Circle, and the NIAB may appoint a replacement for a person whom the NIAB had appointed. A person who has served on ACIP is eligible for re-election.

ACIP will select its chair or co-chairs.

ACIP maintains relationships with the House of Bishops, General Synod, the Council of General Synod, the Council of the North, and the International Anglican Indigenous Network.

ACIP organizes the Sacred Circles.

### **3. The Sacred Circle**

The Sacred Circles have met approximately every three years since 1988.

The Sacred Circles are organized by ACIP.

The Sacred Circle will consist of the following voting members:

- (a) Ten indigenous members from each of those dioceses identified by ACIP as having significant indigenous ministries. (More persons from these dioceses may attend the Sacred Circle, and may be granted voice but shall not vote.)
- (b) Up to ten indigenous members identified by ACIP to represent urban indigenous ministries.
- (c) Up to three indigenous members from the Anglican Military Ordinariate
- (d) The indigenous bishops of The Anglican Church of Canada, as identified by ACIP.
- (e) The NIAB, who is the presiding elder at its meetings.

The Primate is always an invited guest at the Sacred Circle, and has voice but not vote.

Invitations are also generally sent to the bishops from the Council of the North dioceses and the diocese in which the Sacred Circle is being held (if not otherwise included). In addition, ACIP may invite up to twelve partners to attend the Sacred Circle. These invited persons may be granted voice but shall not vote.

The date and location of the meeting of the Sacred Circle are determined by ACIP.

The Sacred Circle performs many of the functions of a “Synod” for the indigenous ministries: it provides an opportunity for representatives of the indigenous communities to come together to worship, to discuss, and to communicate with the broader Church.

### **4. Organization of Indigenous Ministries**

Developments in the organization of the indigenous ministries will take place over time, and can be accommodated by changes to the existing constitutional and canonical structures.

***Amendment***

Moved by: Ms. Marion Jenkins  
Seconded by: Ms. Alicia Dumas

That the term of office be set at not more than two consecutive terms.

**DEFEATED**

***The motion was put and was:***

**CARRIED**  
***Act 16***

**Canon XXIII The Bishop Ordinary to the Canadian Forces**

Moved by: Chancellor David P. Jones  
Seconded by: The Ven. Dr. Harry Huskins

That this General Synod enact Canon XXIII and consequential amendments to the Constitution, Canon III, and the Handbook as follows:

**CANON XXIII**

**THE BISHOP ORDINARY TO THE CANADIAN FORCES**

The purpose of this Canon is to make provision for the election of the Bishop Ordinary to the Canadian Forces.

**1. The Bishop Ordinary**

The Bishop Ordinary has an episcopal relationship with all ordained and lay members of the Anglican Military Ordinariate.

The Bishop Ordinary is a member of the House of Bishops and General Synod.

**2. Eligibility for being elected as the Bishop Ordinary**

A person is eligible for election as the Bishop Ordinary if that person

- (a) is of the full age of thirty years and less than seventy years of age;
- (b) is a priest or bishop in Holy Orders of The Anglican Church of Canada, or of a church in full communion therewith;
- (c) is faithful in the doctrines and discipline of The Anglican Church of Canada as determined and defined by the official formularies of that church;

- (d) is known and recognized as being a person of integrity and moral stature;
- (e) has those qualities and abilities of leadership, experience and learning that will enable that person to fulfil the duties of a chief pastor in the Church of God; and
- (f) acknowledges that the Bishop Ordinary must achieve and maintain the citizenship, language, security clearance and other requirements of the Canadian Forces which affect the work of the Bishop Ordinary (see the Explanatory Notes below).

### **3. The Search Committee**

When a vacancy occurs (or is about to occur) in the office of Bishop Ordinary, and the Primate is satisfied that there is adequate financial provision for the office to be filled, the Bishop's Council of the Anglican Military Ordinariate will create a Search Committee (see section 8 below) to:

- (a) determine any specific qualities or additional qualifications that might be required or desirable with respect to the person elected to fill the vacancy;
- (b) identify potential candidates and determine whether they are willing to stand for election;
- (c) prepare for the Electoral College a short list of electoral candidates;
- (d) assemble for the Electoral College relevant background material, references, and other information concerning the electoral candidates on the short list; and
- (e) generally do all things necessary to organize the election process.

### **4. The Electoral College**

The Electoral College (see section 9 below) will elect a person from the list of electoral candidates submitted by the Search Committee, and will send the name of the Bishop Ordinary-elect to the Primate for concurrence by the Primate and the four Provincial Metropolitans.

### **5. Concurrence, Consecration and Installation**

Following concurrence by the Primate and the four Provincial Metropolitans, the Primate will consecrate the Bishop Ordinary-elect (if not already a bishop) and install the Bishop Ordinary in office.

### **6. Retirement of the Bishop Ordinary**

The Bishop Ordinary must retire on reaching the age of 70.

### **7. Vacancy in the Office of the Bishop Ordinary**

If the Bishop Ordinary dies, resigns, retires, or for any other reason the office of the Bishop Ordinary is vacant, or the Primate determines that the Bishop Ordinary is unable to act because of absence, illness or any other reason, the Primate in consultation with the four Provincial Metropolitans and the Bishop's Council may designate a bishop in The Anglican Church of Canada willing to undertake the task as the Acting Bishop Ordinary.

## **8. The Search Committee**

The Anglican Military Ordinariate shall enact an Ordinariate canon with respect to the composition and work of the Search Committee.

The Ordinariate canon about the Search Committee:

- (a) must provide for at least two lay members of the Search Committee;
- (b) may provide that some or all of the work of the Search Committee may be done by electronic means; and
- (c) shall not come into force or be amended without prior written approval by the Primate.

## **9. The Electoral College**

The Anglican Military Ordinariate shall enact an Ordinariate canon with respect to the composition and procedures to be used by the Electoral College.

The Ordinariate canon about the Electoral College:

- (a) must provide for the Electoral College to include a house of laity as well as a house of clergy, and that the election of a Bishop Ordinary must be concurred in by a majority of each of these two houses;
- (b) may provide that some or all of the proceedings of the Electoral College (including voting) may be done by electronic means; and
- (c) shall not come into effect or be amended without prior written approval by the Primate.

**CARRIED**  
*Act 17*

## **Structures - Embodying God's Call**

Moved by: Chancellor David P. Jones  
Seconded by: Ms. P. Jane Osler

That is General Synod receive the report of the Structures Working Group entitled “*Embodying God’s Call*” and commend it to the Council of General Synod as a guiding document in moving forward with the structural renewal of the Anglican Church of Canada.

***Motion to table***

Moved by: The Ven. Bruce Bryant-Scott  
Seconded by: The Rev. Malcolm French

**CARRIED**

**Structures – Standing Committees of General Synod**

Moved by: The Very Rev. Peter Elliott  
Seconded by: Ms. Cynthia Haines-Turner

That this General Synod amend Section 39 of the Constitution to read as follows:

**Section 39A. Standing Committees**

- a) There shall be the following Standing Committees of the General Synod:
  - i) The Pension Committee, which shall be constituted as prescribed in Canon VIII, and
  - ii) The Financial Management Committee, which shall consist of seven members:
    - a) four of which shall be elected by the General Synod, at least one of whom shall be a member of the Council of General Synod
    - b) three members shall be appointed by the Primate
    - c) one of the members shall be a member of the Resources for Mission Coordinating Committee.
- b) In nomination of persons to be elected or appointed to Standing Committees, geographic representation, expertise, experience and commitment to the ongoing life of the committee shall be the principal criteria. Consideration shall also be given to reflecting the diverse groups and individuals within the church and society. Consideration may be given to representation from churches in full communion with The Anglican Church of Canada.
- c) Normally, a person who was a member of a Standing Committee for the two immediately preceding terms will not be elected or appointed to that committee.



- d) The Primate, Prolocutor and Deputy Prolocutor may appoint the chair of each standing committee from among the members of the committee.
- e) At least 30 days before a regular session of the General Synod, each Standing Committee shall submit to the General Synod Nominating Committee the names of persons to be considered for nomination for membership of the committee for its next term.
- f) Each Standing Committee shall report to the General Synod and regularly to the Council of the General Synod.

### **39B Coordinating Committees**

- a) There shall be the following Coordinating Committees of General Synod:
  - i) Faith, Worship and Ministry Committee
  - ii) Partners in Mission and Eco-justice Committee
  - iii) Resources for Mission Committee
  - iv) Communications and Information Resources Committee
  - v) Anglican Journal Committee.
- b) Within its terms of reference and subject to available financial resources and the priorities established by the Council of General Synod, the function of a Coordinating Committee is to coordinate and oversee the work which will be performed by staff members, task forces, working groups, or commissions.
- c) Each Coordinating Committee shall consist of:
  - i) three members elected by the General Synod
  - ii) at least two members appointed by the Primate, provided that at least one member shall be a member of the Council of General Synod.
- d) The Primate, Prolocutor and Deputy Prolocutor may appoint the chair of each Coordinating Committee from among the members of the committee.
- e) In nomination of persons to be elected or appointed to Coordinating Committees, geographic representation, expertise, experience and commitment to the ongoing life of the committee shall be the principal criteria. Consideration shall also be given to reflecting the diverse groups and individuals within the church and society. Consideration may be given to representation from churches in full communion with The Anglican Church of Canada.
- f) Normally, a person who was a member of a Coordinating Committee for the two immediately preceding terms will not be elected or appointed to that committee.

- g) The Council of the General Synod may adopt or amend terms of reference for a Coordinating Committee; may create additional Coordinating Committees; and may divide or amalgamate existing Coordinating Committees; all of which shall be subject to confirmation by the General Synod at its next regular session. The terms of reference of each Co-ordinating Committee shall be printed in the Appendices of the Handbook of the General Synod.
- h) At least 30 days before a regular session of the General Synod, each Coordinating Committee shall submit to the General Synod Nominating Committee the names of persons to be considered for nomination for membership of the committee for its next term.
- i) Each Coordinating Committee shall report to the General Synod and regularly to the Council of the General Synod.

[and then continue on with section 40 *ff* as existing]

***Amendment***

Moved by: The Rev. Neil Elliott  
Seconded by: The Rev. Canon Yme Woensdregt

The Anglican Journal Coordinating Committee shall consist of the members of the Communications and Information Resources Coordinating Committee sitting as the Anglican Journal Coordinating Committee plus one additional member appointed by the Primate from the membership of the Anglican Editors' Association (AEA).

**DEFEATED**

***The motion was put and was:***

**CARRIED IN ALL ORDERS**

***Act 18***

**Night Prayer**

The work of the day concluded with Night Prayer.

**FRIDAY, JULY 5, 2013**

## **General Synod Session #3 - Afternoon**

The Primate was in the chair.

### **Orders of the Day**

Ms. Susan Winn reviewed the Orders of the Day. Resolutions A171 and C001 were removed from the No Debate List. The No Debate List closed at 2:15PM Friday, July 5th.

### **Structures – Partners in Mission/Eco-Justice Committees**

Moved by: Ms. Cynthia Haines-Turner  
Seconded by: The Very Rev. Peter Elliott

That this General Synod amend:

1. Section 39B a) ii) of the Constitution be amended to read “Partners in Mission” and Section 39B a) vi) be added to read “Public Witness for Social Justice Committee”, and
2. Confirm the terms of reference adopted by the Council of General Synod for these two committees.

### ***Friendly Amendment***

The mover and seconder accepted a friendly amendment made by The Rev. Kees Zwanenburg:

That Section 39B a) vi) be changed to “Public Witness for Social and Ecological Justice Committee”,

**CARRIED IN ALL ORDERS**  
*Act 19*

### **Report of the Nominating Committee – Council of General Synod**

Bishop James Cowan presented the report of members elected to the Council of General Synod by the Provincial Caucuses.

## THE COUNCIL OF GENERAL SYNOD 2010 - 2013

Primate	The Most Rev. Fred Hiltz
Prolocutor	The Ven. Dr. Harry Huskins
Deputy Prolocutor	Ms. Cynthia Haines-Turner
Chancellor	Canon David Phillip Jones
General Secretary	The Ven. Dr. Michael Thompson

### **Elected Members:**

#### ***Province of British Columbia and Yukon***

The Rt. Rev. Larry Robertson	Bishop	Yukon
The Ven. Dr. Lynne McNaughton	Clergy	New Westminster
Dr. Donald Wilson	Lay	British Columbia
Ms. Melissa Green	Lay	Anglican Parishes of the Central Interior
Mr. Alex Starr	Youth	New Westminster

#### ***Province of Canada***

The Rt. Rev. Percy Coffin	Bishop	Western Newfoundland
The Rev. Karen Egan	Clergy	Montreal
Ms. Jennifer Warren	Lay	Nova Scotia and Prince Edward Island
Mr. James Sweeny	Lay	Quebec
Ms. Antoinette Lynch-Joseph	Youth	Montreal

#### ***Province of Ontario***

The Most Rev. John Chapman	Bishop	Ottawa
The Very Rev. Peter Wall	Clergy	Niagara
Mrs. Haroldine Neil-Burchert	Lay	Ontario
Canon Robert Falby	Lay	Toronto
Mr. Noel Platte	Youth	Ottawa

#### ***Province of Rupert's Land***

The Rt. Rev. Lydia Mamakwa	Bishop	Keewatin
The Rt. Rev. Jane Alexander	Bishop	Edmonton
The Rev. Canon Terry Leer	Clergy	Athabasca
Ms. Tannis Webster	Lay	Rupert's Land
Ms. Marion Jenkins	Lay	Brandon
Mr. Tony Teare	Lay	Calgary
Ms. Amanda Lucien	Youth	Brandon

**Anglican Military Ordinariate of Canada**

Major, the Rev. Marc Torchinsky      Clergy

**Anglican Council of Indigenous Peoples**

The Ven. Sidney Black                      Clergy

The Rev. Norman Casey                      Clergy

**Evangelical Lutheran Church In Canada**

To be appointed in September 2013

Moved by:              The Rt. Rev. James Cowan

Seconded by:        The Rev. Winna Martin

That the report from the Nominating Committee for the Council of General Synod be adopted.

**CARRIED**

*Act 20*

**Report of the Nominating Committee – Standing and Coordinating Committees**

Bishop James Cowan presented the report of the Nominating Committee.

**STANDING COMMITTEES**

***Financial Management Committee***

Mr. Robert Dickson, *New Westminster*

Canon Robert Falby, *Toronto*

Ms. Verna Firth, *Arctic*

The Rev. Canon Leo Martin, *Fredericton*

***Pension Committee***

The Rt. Rev. Stephen Andrews, *Algoma*

The Rev. Perry Cooper, *Central Newfoundland*

The Rt. Rev. David Irving, *Saskatoon*

Ms. Jane Osler, *New Westminster*

The Ven. David Selzer, *Ottawa*

Ms. Sharon White, *Niagara*

**COORDINATING COMMITTEES**

***Anglican Journal***

The Very Rev. Nissa Basbaum, *Kootenay*

Ms. Tara Munn, *Athabasca*

The Rev. Canon Robert Towler, *Huron*

***Communications and Information Resources***

The Rev. Canon Neil Elliott, *Kootenay*

The Rev. Susan Titterington, *Rupert's Land*

Ms. Susan Winn, *Montreal*

***Faith, Worship and Ministry***

The Rt. Rev. Linda Nicholls, *Toronto*

Ms. Deidre Piper, *Ottawa*

The Ven. Ansley Tucker, *Calgary*

***Public Witness for Social and Ecological Justice***

The Rev. Rick Chapman, *Edmonton*

Mr. Randal Goodfellow, *Ottawa*

Ms. Jennifer Warren, *Nova Scotia and Prince Edward Island*

***Partners in Mission***

The Rt. Rev. Peter Fenty, *Toronto*

The Rev. Canon Christopher Parsons, *BC*

Ms. Anne Patterson, *Ontario*

***Resources for Mission***

Mr. Glen Mitchell, *New Westminster*

Ms. Jane Scanlon, *Ottawa*

The Rev. Canon Geoffrey Woodcroft, *Rupert's Land*

Moved by: The Rt. Rev. James Cowan

Seconded by: The Rev. Winna Martin

That the report from the Nominating Committee for membership on the Standing and Coordinating Committees be adopted.

**CARRIED**

***Act 21***

The Primate thanked the members of the Nominating Committee for their work.

**Structures - Embodying God's Call – lifted from the table**

Moved by: Chancellor David P. Jones

Seconded by: Ms. P. Jane Osler

That is General Synod receive the report of the Structures Working Group entitled "*Embodying God's Call*" and commend it to the Council of General Synod as a guiding document in moving forward with the structural renewal of the Anglican Church of Canada.

**CARRIED**

***Act 22***

The Primate asked for a show of appreciation for the very important work carried out by the Structures Working Group and Steering Committee. Like Vision 2019 this gives a reference point for the way we continue to do our work as the General Synod for the next number of years.

## Faith, Worship & Ministry

A presentation was given by The Rev. Andrew Asbil, chair of the Faith, Worship and Ministry committee; committee members The Rt. Rev. Linda Nicholls and Canon Eric Beresford and Archdeacon Bruce Myers, General Synod's Coordinator of Ecumenical Relations.

## Governance Working Group – cont'd

### Number of Clerical and Lay Members of General Synod

Moved by: Chancellor David P. Jones  
Seconded by: The Ven. Dr. Harry Huskins

That this General Synod amend Sections 8 and 9 of the Constitution as follows:

1. Section 8 f) of the Constitution is amended to read as follows:  
Dioceses shall be entitled to elect clerical and lay members of the General Synod as follows:
  - i) for dioceses having an average attendance of 2,499 persons or less, one member of each Order;
  - ii) for dioceses having an average attendance between 2,500 and 4,999 persons, two members of each Order;
  - iii) for dioceses having an average attendance between 5,000 and 9,999 persons, three members of each Order;
  - iv) for dioceses having an average attendance between 10,000 and 14,999 persons, four members of each Order;
  - v) for dioceses having an average attendance of 15,000 or more persons, five members of each Order plus one additional member of each Order for each 5,000 of additional average attendance in excess of 15,000.
  - vi) the words “average attendance”, as used in this section and elsewhere in the Constitution, shall mean the average attendance for liturgical celebrations for Easter, Pentecost, the second Sunday in September and Christmas in the second and third calendar years prior to the year in which General Synod will take place, as reported by the Diocese to Church House.

2. Paragraph 9 b) of the Constitution is deleted, paragraph 9 a) is renumbered as 9 b), and the following is enacted as new paragraph 9 a):

9 a) As soon as practicable in the year prior to the year in which General Synod will take place, the General Secretary shall publish the number of clerical and lay members which each diocese is entitled to pursuant to paragraph 8 f).

3. This resolution shall come into effect upon General Synod having given second reading to Resolution A019 R1 passed by General Synod 2010.

***Friendly amendment***

The mover and seconder accepted a friendly amendment moved by the Rt. Rev. David Irving and seconded by The Most Rev. David Ashdown:

That Section 8 f) i) be removed and renumbered. Section i) will read: for dioceses having an average attendance of 4,999 persons or less, two members of each Order;

**Committee of the Whole**

Moved by: Chancellor David P. Jones  
Seconded by: The Ven. Dr. Harry Huskins

That this General Synod move into an informal session for the consideration of this motion.

**CARRIED**

Moved by: Chancellor David P. Jones  
Seconded by: The Ven. Dr. Harry Huskins

That this General Synod move out of informal session.

**CARRIED**

***The amended resolution which reads:***

1. Section 8 f) of the Constitution is amended to read as follows:  
Dioceses shall be entitled to elect clerical and lay members of the General Synod as follows:
  - i) for dioceses having an average attendance of 4,999 persons or less, two members of each Order;



- ii) for diocese having an average attendance between 5,000 and 9,999 persons, three members of each order
  - iii) for dioceses having an average attendance between 10,000 and 14,999 persons, four members of each Order;
  - iv) for dioceses having an average attendance of 15,000 or more persons, five members of each Order plus one additional member of each Order for each 5,000 of additional average attendance in excess of 15,000.
  - v) the words “average attendance”, as used in this section and elsewhere in the Constitution, shall mean the average attendance for liturgical celebrations for Easter, Pentecost, the second Sunday in September and Christmas in the second and third calendar years prior to the year in which General Synod will take place, as reported by the Diocese to Church House.
2. Paragraph 9 b) of the Constitution is deleted, paragraph 9 a) is renumbered as 9 b), and the following is enacted as new paragraph 9 a):
- 9 a) As soon as practicable in the year prior to the year in which General Synod will take place, the General Secretary shall publish the number of clerical and lay members which each diocese is entitled to pursuant to paragraph 8 f).
3. This resolution shall come into effect upon General Synod having given second reading to Resolution A019 R1 passed by General Synod 2010.

*was put and*

**CARRIED IN ALL ORDERS**  
*Act 23*

## **The Proposed Covenant of the Anglican Communion**

Moved by: Chancellor David P. Jones  
Seconded by: The Ven. Dr. Harry Huskins

That this General Synod:

1. request the conversation in the Anglican Church of Canada about the proposed Covenant for the Anglican Communion continue during the next triennium
2. request the Anglican Communion Working Group monitor continued developments about the proposed Covenant for the Anglican Communion, and report to the Spring 2016 meeting of the Council of General Synod; and
3. direct the Council of General Synod to bring a recommendation regarding the adoption of the Covenant to General Synod 2016.

## **Committee of the Whole**

Moved by: The Very Rev. Louise Peters

Seconded by: The Rt. Rev. Michael Bird

That this General Synod move into an informal session for the consideration of this motion.

**CARRIED**

Moved by: The Very Rev. Louise Peters

Seconded by: The Ven. Dr. Harry Huskins

That this General Synod move out of informal session.

**CARRIED**

*The resolution was put and*

**CARRIED**

*Act 24*

## **Jerusalem Sunday**

Moved by: The Rev. Canon Richard LeSueur

Seconded by: The Rt. Rev. Michael Ingham

That this General Synod:

- i. To observe the Seventh Sunday of Easter, commonly known as the Sunday after Ascension Day, as Jerusalem Sunday;

- ii. On that day give special attention to the work of the Anglican Church in the land of our Lord's birth, death and resurrection, and;
- iii. On that day take up a special financial offering as a gift to the Diocese of Jerusalem.

**CARRIED**  
*Act 25*

## **Peace and Justice in Palestine and Israel**

Moved by: The Rev. Canon Richard LeSueur  
Seconded by: Ms. Cynthia Haines-Turner

That this General Synod:

Strengthen its commitment to the pursuit of peace with justice for all in Palestine and Israel, and

1. Reaffirm its existing commitments (GS2010, A184) to solidarity with Anglicans in the Province of Jerusalem and the Middle East in their work for justice and peace;
2. Reiterate to Canadian Anglicans and to our federal government, the established policy of the Anglican Church of Canada (GS 2010, A184), which
  - i. recognizes the legitimate aspirations, rights and needs of both Israelis and Palestinians to live in peace, with dignity within sovereign and secure borders;
  - ii. condemns the use of violence of all kinds, especially against civilians;
  - iii. calls for an end to the Israeli occupation of Palestinian Territories (West Bank, East Jerusalem and Gaza) ; and
  - iv. calls upon Israel, as the occupying power, to respect the Fourth Geneva Convention, which forbids the transfer and settlement of its own citizens in the occupied territories.
3. Commit to act together with the Evangelical Lutheran Church in Canada and the United Church of Canada to:

- i. enable deeper church-wide awareness of and response to the call of *Kairos Palestine: A Moment of Truth* (2009);
- ii. educate the church about the impact of the illegal settlements on the lives of both Palestinians and Israelis, and about imported products identified as produced in or related to the illegal settlements and misleadingly labeled as produced in Israel, and about the complexities of economic advocacy measures;
- iii. explore and challenge theologies and beliefs, such as Christian Zionism, which support the Israeli occupation of Palestinian territories;
- iv. and strengthen relationships with Canadian Jews and Muslims, to resolutely oppose anti-Semitism, anti-Arab sentiments and Islamophobia.

***Friendly amendment***

The mover and seconder accepted a friendly amendment moved by The Ven. Christopher Dunn:

That the existing wording in section 3. "...and the United Church of Canada" be changed to "and other ecumenical partners"

***Amendment***

Moved by:       The Very Rev. Peter Elliott  
 Seconded by:    The Ven. John Stephens

That section 3 subsections i, ii, iii be removed. Section 3 would now read:

- 1. Commit to act together with the Evangelical Lutheran Church in Canada and other ecumenical partners to:
  - i. strengthen relationships with Canadian Jews and Muslims, to resolutely oppose anti-Semitism, anti-Arab sentiments and Islamophobia.

**DEFEATED**

***Friendly amendment***

The mover and seconder accepted a friendly amendment moved by Dr. Ian Sinclair and seconded

by Mr. Jason Antonio:

That section 3 also include the words “explore and challenge theories and beliefs that deny the right of Israel to exist;”. This subsection would be numbered subsection iv and the present subsection iv would be renumbered accordingly as subsection v.

***Amendment to the main motion***

Moved by: Ms. Brittany Cartwright

Seconded by: Mr. Ian Silk

To remove in Section 3 iii) “and challenge” and insert the word “the”

**DEFEATED**

***The amended resolution which reads:***

That this General Synod:

Strengthen its commitment to the pursuit of peace with justice for all in Palestine and Israel, and

1. Reaffirm its existing commitments (GS2010, A184) to solidarity with Anglicans in the Province of Jerusalem and the Middle East in their work for justice and peace;
2. Reiterate to Canadian Anglicans and to our federal government, the established policy of the Anglican Church of Canada (GS 2010, A184), which
  - i. recognizes the legitimate aspirations, rights and needs of both Israelis and Palestinians to live in peace, with dignity within sovereign and secure borders;
  - ii. condemns the use of violence of all kinds, especially against civilians;
  - iii. calls for an end to the Israeli occupation of Palestinian Territories (West Bank, East Jerusalem and Gaza) ; and
  - iv. calls upon Israel, as the occupying power, to respect the Fourth Geneva Convention, which forbids the transfer and settlement of its own citizens in the occupied territories.
3. Commit to act together with the Evangelical Lutheran Church in Canada and other ecumenical partners:

- i. enable deeper church-wide awareness of and response to the call of *Kairos Palestine: A Moment of Truth* (2009);
- ii. educate the church about the impact of the illegal settlements on the lives of both Palestinians and Israelis, and about imported products identified as produced in or related to the illegal settlements and misleadingly labeled as produced in Israel, and about the complexities of economic advocacy measures;
- iii. explore and challenge theologies and beliefs, such as Christian Zionism, which support the Israeli occupation of Palestinian territories;
- iv. explore and challenge theories and beliefs that deny the right of Israel to exist;
- v. and strengthen relationships with Canadian Jews and Muslims, to resolutely oppose anti-Semitism, anti-Arab sentiments and Islamophobia.

*was put and was*

**CARRIED**  
*Act 26*

## **General Synod Session #4 – Evening**

### **Financial Report, Auditor's Statements**

The Primate welcomed Mr. Robert Dickson, Chair of the Financial Management Committee. Mr. Dickson introduced the Treasurer, Hanna Goschy, and presented the report of the Financial Management Committee.

Ms. Goschy reviewed the financial statements of the General Synod of the Anglican Church of Canada, the Anglican Church of Canada Consolidated Trust Fund and the Anglican Church of Canada Resolution Corporation for the year ended December 31, 2012.

The Most Rev. Colin Johnson was also at the podium as Chair of the Audit Committee.

## **Audited Financial Statements**

Moved by: The Most Rev. Colin Johnson  
Seconded by: Mr. Robert Dickson

That this General Synod approve the Audited Financial Statements of the General Synod of the Anglican Church of Canada, the Anglican Church of Canada Consolidated Trust Fund and the Anglican Church of Canada Resolution Corporation for the 2012 financial year.

**CARRIED**  
*Act 27*

## **Appointment of Auditors**

Moved by: The Most Rev. Colin Johnson  
Seconded by: Mr. Robert Dickson

That this General Synod approve the appointment of the chartered accounting firm of Ernst & Young LLP as Auditor for the General Synod of the Anglican Church of Canada Consolidated Trust Fund and the Anglican Church of Canada Resolution Corporation for the 2013 financial year for the following audit fees:

The General Synod of the Anglican Church of Canada \$49,300  
The Anglican Church of Canada Consolidated Trust Fund \$19,950  
The Anglican Church of Canada Resolution Corporation \$8,350

**CARRIED**  
*Act 28*

## **PRESENTATION OF THE COUNCIL OF THE NORTH**

The Rt. Rev. Michael Hawkins, Chair of the Council and The Rt. Rev. Lydia Mamakwa, Vice-chair with various members of The Council of the North gave an abbreviated presentation.

Bishop Hawkins and Bishop Mamakwa addressed Synod and spoke on behalf of the Council members. They thanked Anglicans across the country for their continued support and the General Synod for the grant to the Council of the North.

They affirmed the new relationship with our National Indigenous Anglican Bishop, with the Anglican Council of Indigenous Peoples and with Indigenous Ministries.

Their message was simply “Thank you and thanks be to God for your support over the last 130 years. Thank you to General Synod for your sacrificial and generous support of our ministry in the north...”

## **Night Prayer**

The work of the day concluded with Night Prayer.

## **SATURDAY, JULY 6, 2013 – Morning**

### **General Synod – 10:30a.m.**

#### ***Council of General Synod***

The Council of General Synod 2013-2016 held its first meeting.

### **General Synod Session #5 - Afternoon**

The General Secretary announced the winners of the Marks of Mission photo contest.

Winner: Dave Winn                      Artist: Daniel Brandsma, Diocese of Toronto

Runners-up:

Winner: Chris Wood                      Artist: Jeffrey Metcalfe, Diocese of Quebec  
Winner: Yme Woensdregt                      Artist: Tommy Hadley, Diocese of Montreal  
Winner: Douglas Kean                      Artist: Ken Gray, Diocese of B.C.  
Winner: John Hill                      Artist: Anne Orum, Diocese of Toronto

## **Orders of the Day**

Ms. Susan Winn reviewed the Orders of the Day.

## **Pension Committee**

### **Amendments to Canon XII and the Regulations – Continuing Education Plan**

Moved by:                      The Rt. Rev. Philip Poole  
Seconded by:                      The Rt. Rev. Stephen Andrews

That this General Synod approve amendments to Deed of Amendment No. 5 and the Trust Agreement of the Continuing Education Plan (CEP) as approved by the CoGS effective March 25, 2011.

For text see Appendix B

**CARRIED**  
***Act 29***



## **Amendments to the Long Term Disability Plan**

Moved by: The Rt. Rev. Philip Poole  
Seconded by: The Rt. Rev. Stephen Andrews

That this General Synod approve the amendments to the Long Term Disability Plan as approved by the Council of General Synod by deleting the ~~strike through~~ portions and adding the **bold** portions found here:

For text see Appendix C

**CARRIED**  
*Act 30*

## **Amendments to the Regulations of Canon VIII**

Moved by: The Rt. Rev. Philip Poole  
Seconded by: The Rt. Rev. Stephen Andrews

That this General Synod approve the amendments to the Regulations of Canon VIII as approved by the Council of General Synod by deleting the ~~strike through~~ portions and adding the **bold** portions as shown on the copy of the Regulations found here and also approve the restated Regulations of Canon VIII as approved by the Council of General Synod in November 2012.

For text see Appendix D

Discussion was tabled until the chair of the Pensions Committee could address a possible typographical error in the resolution.

## **Amendments to the Regulations of Canon IX (Lay Retirement Plan)**

Moved by: The Rt. Rev. Philip Poole  
Seconded by: The Rt. Rev. Stephen Andrews

That this General Synod approve the amendments to the Regulations of Canon IX as approved by the Council of General Synod by deleting the ~~strike through~~ portions and adding the **bold** portions as shown on the copy of the Regulations.

For text see Appendix E

**CARRIED**  
*Act 31*

## **Amendments to the Long Term Disability Plan Pre-2005**

Moved by: The Rt. Rev. Philip Poole  
Seconded by: The Rt. Rev. Stephen Andrews

That this General Synod approve the purchase of insured contract and approve amendments to the Long Term Disability Plan Pre-2005 to implement these changes as approved by the Council of General Synod by adding the bold section.

For text see Appendix F

**CARRIED**  
*Act 32*

## **FAITH, WORSHIP, AND MINISTRY**

The Director of Faith Worship and Ministry, the Rev. Dr. Eileen Scully, and the chair of the Faith, Worship and Ministry Committee, the Rev. Canon Andrew Asbil, gave a presentation, assisted by the Very Rev. Louise Peters, a member of the committee. Canon Asbil introduced the work of the Liturgy Task Force. Dean Louise Peters described the work of the Initiation Rites Working Group of the Task Force and Dr. Eileen Scully invited connection with dioceses and parishes in work on liturgy and faith formation.

## **No Debate List Resolutions**

### **Report of the Primate's Commission on Theological Education and Formation for Presbyterian Ministry and Recommendations**

Moved by: The Rev. Canon Todd Townshend  
Seconded by: The Rt. Rev. John Chapman

That this General Synod:

1. receive the *Final Report of the Primate's Commission on Theological Education and Formation for Presbyterian Ministry* and adopt *Competencies for Theological Education for Ordination to the Priesthood in the Anglican Church of Canada* and commend this document to the dioceses for implementation;
2. a. request the Primate in consultation with the Council of General Synod to develop pathways to support implementation by dioceses of the *Competencies* and report on such implementation on a regular basis to the Council of General Synod.  
  
b. *direct the Council of General Synod to build on the work of this Commission to fulfill its responsibilities for theological education by:*

- coordinating a national register of recommended resource persons for ministry formation to assist in the achievement of the *Competencies*;
  - identifying and/or developing other resources to assist in the implementation of these competencies across the church, as appropriate, e.g. teachers, mentors, programmatic materials and centres of excellence in teaching and ministerial formation;
  - strengthening stewardship, including increased financial capacity to support ministerial development, and more effective approaches to the distribution of these resources.
3. *Direct the Council of General Synod to undertake the emergent work recommended during this consultation process, as follows:*
- a. develop mechanisms to ensure that the *Competencies* continue to reflect the current needs of the Church;
  - b. develop ways to support the faith formation of the whole people of God, with a view to formation in community for discipleship and mission;
  - c. develop guidelines for competencies for the diaconate;
  - d. develop guidelines for competencies for the episcopate;
  - e. consider the development of a national roster of ordained ministry personnel;
  - f. continue to work in concert with the Evangelical Lutheran Church in Canada in all of these recommended initiatives, and to work more broadly ecumenically where appropriate.
4. request that the House of Bishops
- a. create regular opportunities to reflect together upon the meaning and significance of the *Competencies* and upon their implementation;
  - b. develop ways of strengthening the mutual accountability of bishops in the exercise of their responsibilities regarding ordination within the mandates of the General Synod.

**CARRIED WITHOUT DEBATE**  
*Act 33*

## **To Love and Serve the Lord: Anglican-Lutheran Commission**

Moved by:       The Ven. Lynne McNaughton  
Seconded by:    The Rt. Rev. Linda Nicholls

That this General Synod receive the *Jerusalem Report* of the Anglican-Lutheran International Commission (*To Love and Serve the Lord*), and refer it to the Joint Anglican Lutheran Commission to coordinate a process of study and response.

**CARRIED WITHOUT DEBATE**  
*Act 34*

## The Church Towards a Common Vision

Moved by: The Rt. Rev. Linda Nicholls  
Seconded by: The Ven. Lynne McNaughton

That this General Synod:

1. receive with appreciation the document *The Church: Towards a Common Vision* (Faith and Order Commission, World Council of Churches) and commend it for study to the Anglican Church of Canada;
2. extend its appreciation to John Gibaut, Alyson Barnett-Cowan, Natasha Klukach, Eileen Scully, Bruce Myers and Anne Privett, members of our church who contributed to the development of the document;
3. direct the General Secretary to circulate the text to bishops, diocesan ecumenical officers and theological faculties, for wider circulation, study and response; and
4. direct the Council of General Synod to cause a draft official response to be prepared by June 30, 2015.

**CARRIED WITH NO DEBATE**  
*Act 35*

## Supporting Creation Care Across the Church (2)

Moved by: The Rt. Rev. Michael Bird  
Seconded by: The Rt. Rev. John Chapman

That this General Synod assist Dioceses in aiding parishes in the living out of a commitment to the 5<sup>th</sup> Mark of Mission by encouraging Dioceses to:

- Support the establishment and/or ongoing work of diocesan "Creation Matters" task groups;
- Provide budget for staff support and the ongoing operation of a national level Creation Matters network.

encouraging parishes to:

- Undertake green audits in partnership with Greening Sacred Spaces;
- Participate in the Green-Up Database in partnership with the Canada Green Building Council\* to establish baselines for the performance of buildings against which to measure energy efficiencies over time;
- Stimulate the creation of funds to implement environmental improvements recommended in green audit reports through a combination of grants and repayable contributions;

- Communicate their parish greening strategies and results

\*The listed partner organizations may be replaced or added to if necessary.

**CARRIED WITH NO DEBATE**

*Act 36*

## **Baptismal Covenant Addition**

Moved by: The Very Rev. Louise Peters  
Seconded by: The Very Rev. Peter Wall

That this General Synod approve the following addition to the Baptismal Covenant set out in the Book of Alternative Services. The following would be the ninth question in the Covenant Inquiry:

***Celebrant:** Will you strive to safeguard the integrity of God's creation, and respect, sustain and renew the life of the Earth?*

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

**CARRIED IN ALL ORDERS**

*Act 37*

## **Preparation of motion to change Canon XXI on Marriage; Direction to COGS**

Moved by: Ms. Michelle Bull  
Seconded by: Ms. Jennifer Warren

That this General Synod direct the Council of General Synod to prepare and present a motion at General Synod 2016 to change Canon XXI on Marriage to allow the marriage of same sex couples in the same way as opposite sex couples, and that this motion should include a conscience clause so that no member of the clergy, bishop, congregation or diocese should be constrained to participate in such marriages against the dictates of their conscience.

### ***Amendment to the main motion***

Moved by: The Rt. Rev. Stephen Andrews  
Seconded by: The Very Rev. Peter Elliott

To add the words ... "or authorize" such marriages against the dictates ...  
This motion will also include supporting documentation that:

- a) demonstrates broad consultation in its preparation;
- b) explains how this motion does not contravene the Solemn Declaration;
- c) confirms immunity under civil law and the Human Rights Code for those bishops, dioceses and priests who refuse to participate in or authorize the marriage of same-sex couples on the basis of conscience;
- d) provides a biblical and theological rationale for this change in teaching on the nature of Christian marriage.

***Amendment to the amendment***

Moved by: Ms. Jennifer Warren  
Seconded by: Ms. Michelle Bull

That this amendment remove sections 'b' and 'd' of the amendment to the main motion.

**DEFEATED**

***The amendment to the resolution was put and was***

**CARRIED**

***The amended resolution which reads:***

That this General Synod direct the Council of General Synod to prepare and present a motion at General Synod 2016 to change Canon XXI on Marriage to allow the marriage of same sex couples in the same way as opposite sex couples, and that this motion should include a conscience clause so that no member of the clergy, bishop, congregation or diocese should be constrained to participate in or authorize such marriages against the dictates of their conscience.

This motion will also include supporting documentation that:

- a) demonstrates broad consultation in its preparation;
- b) explains how this motion does not contravene the Solemn Declaration;
- c) confirms immunity under civil law and the Human Rights Code for those bishops, dioceses and priests who refuse to participate in or authorize the marriage of same-sex couples on the basis of conscience;
- d) provides a biblical and theological rationale for this change in teaching on the nature of Christian marriage

***was put and was***

**CARRIED**  
***Act 38***

## Joint Anglican-Lutheran Commission

Moved by: The Very Rev. Peter Wall  
Seconded by: Ms. Cynthia Haines-Turner

That this General Synod affirm the Resolution from the Joint Assembly about confirming and supporting the continued work of the Joint Anglican Lutheran Commission, and delegate to the Council of General Synod the decisions on behalf of the Anglican Church of Canada about its size and membership.

**CARRIED**  
*Act 39*

The Primate announced that a mistake had been made in the process used for consideration of Resolution C003. The question was called without asking for the consent of the House, which in turn meant that a request for a vote by orders was not put forward. After consultation with the Chancellor and the Prolocutor, the Synod reconsidered the resolution using the correct process.

*Accordingly, it was*

Moved by: Chancellor David P. Jones  
Seconded by: Canon Robert Falby

That Resolution C003 be reconsidered pursuant to Rule 21.

**CARRIED**

*Resolution C003 was put and*

**CARRIED IN ALL ORDERS**

## Rupert's Land – Diocese of Keewatin Presentation

The presentation began with a procession of the Elders, Bishops, diocesan members and Chiefs from the Diocese of Keewatin. Archbishop David Ashdown and Bishop Lydia Mamakwa led the presentation. Rev. Joel Bighead and Rev. Eli Morris lead the Synod in prayer. The Rev. Amos Winter traced the history of the Diocese's ministry and movements towards self-determination for Indigenous Anglicans. Kenneth Kitchikeesik spoke of how the dream of self determination had been passed down through generations, bringing the diocese to the point of having a self-determining, self-sustaining diocese in northern Ontario and Bishop Lydia Mamakwa. The Very Rev. James Dugan traced the details of the growing ministries in the three distinct regions of the diocese. Bishop Don Phillips expressed the pride and excitement of the people of Rupert's Land in being involved in the process of moving the southern area of Keewatin into the Diocese of Rupert's Land. Bishop Michael Hawkins emphasized that self determination is a theological movement not a political movement.

## Division of the Diocese of Keewatin

Moved by: The Rev. Travis Enright  
Seconded by: The Rt. Rev. Adam Halkett

*That this General Synod* in response to the unanimous request of the Synod of the Ecclesiastical Province of Rupert's Land and the Synod of the Diocese of Keewatin and in accordance with Section 107 of the Constitution of the Province of Rupert's Land and Section 7 b) iii) of The Declaration of Principles of the General Synod gives its concurrence to the division of the Diocese of Keewatin so that the area defined as Northern Ontario Region by the Constitution of the Diocese of Keewatin may become a separate diocese.

### *Friendly Amendment*

The mover and seconder accepted the following friendly amendment moved by The Most Rev. David Ashdown and seconded by The Rt. Rev. Lydia Mamakwa to include "and authorizes COGS to give concurrence to the boundary changes."

### *The resolution was put and*

**CARRIED**  
*Act 40*

Following passage of the resolution, Bishop Lydia Mamakwa presented a pair of moccasins to Archbishop Hiltz as a gift and sign of walking and dancing together. The Primate paid tribute to the leadership of Bishop Mamakwa, Archbishop Ashdown and Bishop Mark MacDonald in bringing this vision to fruition.

The Keewatin representatives processed out of the Synod hall accompanied by the singing of *Praise God from Whom All Blessings Flow*.

## **Amendments to the Regulations of Canon VIII (continued)**

Bishop Philip Poole reported on the issue of interpretation and members voted on the resolution which reads

That this General Synod approve the amendments to the Regulations of Canon VIII as approved by the Council of General Synod by deleting the ~~strike through~~ portions and adding the **bold** portions as shown on the copy of the Regulations found here and also approve the restated Regulations of Canon VIII as approved by the Council of General Synod in November 2012.

**CARRIED**  
*Act 41*



## ANGLICAN COUNCIL OF INDIGENOUS PEOPLES

Bishop Mark MacDonald led the gathering in singing *I Have Decided to Follow Jesus* and *Satisfy For Jesus*. The Rev. Ginny Doctor, Coordinator for Indigenous Ministries, described the ways that the dreams and visions of Indigenous Anglicans have grown through the seven Sacred Circles. A video of the most recent Sacred Circle held at Pinawa, Manitoba in August 2012 was presented. Bishop MacDonald spoke with hope of the promise of a Commission to work on issues in the continuing journey of healing and reconciliation. Gifts of thanks were presented to Ms. Dianne Izzard, Ms. Lisa Barry, Ms. Becky Boucher, Archdeacon Harry Huskins, Canon Dr. Randall Fairey, Chancellor David Jones and Ms. Nancy Hurn. Ms. Sheba McKay and Ms. Dixie Bird spoke of Gospel Based Discipleship and introduced a video made by youth attending the Sacred Circle on the Seven Traditional Teachings. The presentation closed with prayer led by The Rev. Hannah Alexie.

### Host Diocese 2016

Bishop Colin Johnson thanked the Diocese of Ottawa for their hospitality of this Synod and offered invitation to the Diocese of Toronto for General Synod 2016.

### Wrap up

The Primate offered thanks and presented a gift to Canon Robert Falby, Prolocutor and to Ms. Dianne Izzard, Assistant to the General Secretary.

### Motion of Thanks

Moved by:       The Ven. Ansley Tucker  
Seconded by:    The Rev. Canon Gene Packwood

The motion was CARRIED by the précis and responses of “To you, O God: We give you thanks and praise.”

Be it resolved that we who have gathered together in this Fortieth General Synod and the First Joint Assembly of the Anglican Church of Canada and the Evangelical Lutheran Church in Canada offer thanks to God for struggle and accomplishments, laughter and tears, story and song, words spoken and words heard and for all that has revealed the image of Christ among us saying We give thanks and praise.

To you O God  
*We give thanks and praise.*

For your presence as we have done the work we have come to do both as a Joint Assembly together with our Lutheran companions and as a General Synod.

To you O God  
*We give thanks and praise.*

For our Joint Declaration and another step into even closer communion.

To you O God  
*We give thanks and praise.*

For presenters who challenged and informed us and for partners and guests that kept our sympathies broad and our connections deep.

To you O God  
*We give thanks and praise.*

For the witness and moral leadership of our indigenous brothers and sisters, for the passion and engagement of our youth members and for the hope they give us for the future of the world and the church.

To you O God  
*We give thanks and praise.*

For those whose labours have brought us to and through this week, especially the staff, standing committees and Council of General Synod, the Synod and Joint Assembly Planning Teams and the sessional committees who have met tirelessly or at least uncomplainingly before, between and after each day's sessions.

To you O God  
*We give thanks and praise.*

For the hospitality we have enjoyed from the Diocese of Ottawa's local arrangements team. For the worship planners and leaders, the print, electronic and video media teams and for smiling faces at the top of the stairs.

To you O God  
*We give thanks and praise.*

For the wise, gracious and provided we refrain from premature clicking, the good humoured leadership of those who took counsel for us and served at the head table; Josie, Michael, +Fred, Bob, David and Harry.

To you O God  
*We give thanks and praise.*

For our Primate Fred, his heart, for his and our beloved church, his thoughtful and visionary Presidential Address, and the even-handed kindness with which he exercises his ministry among us.

To you O God  
*We give thanks and praise.*

For all members of our two churches who have given willingly of their time, emotional and mental and spiritual energy, that together we may continue in the name of Jesus to learn, raise awareness, act, advocate and pray together for the love of the world.

To you O God  
*We give thanks and praise.*

All in attendance sang *Now Thank We All Our God.*

*Amen*

*Act 42*

The Fortieth Session of the General Synod of the Anglican Church of Canada was declared closed.

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**The Presidential Address  
General Synod, 2013  
Ottawa, Ontario**

“We give thanks to God always for you all...remembering before our God and Father your work of faith and labour of love and steadfastness of hope in our Lord Jesus Christ.” (1 Thessalonians 1:1-3)

There is no greater joy in my ministry than to travel our beloved Church. In the last six years I have visited almost every diocese, a few of them several times. I have visited many, many parishes. I appreciate these invitations, the warmth of your welcome and every opportunity to preach and preside at the Eucharist. I especially like those town hall gatherings when you ask the real questions you want addressed. I enjoy the fellowship we share over potluck dinners and I am deeply grateful for every assurance of your prayers for me, week by week.

En route home, I reflect on all I've heard and seen - beauty and good order in worship, joy and diligence in teaching, love and devotion in pastoral care, generosity in outreach, and boldness in advocacy for what is just and right in the affairs of the world.

Your ministry in communities along our coastlines, in hill country and lake districts, across the prairies and nestled in the mountains, in huge urban centres and in remote communities across Arctic tundra makes this Anglican Church of Canada what it is. Vast and very diverse, yet one in Christ and his Gospel!

I come to this Synod filled with much hope. Let me share a few snapshots with you.

A couple of years ago I was at St. James Cathedral in downtown Toronto for Tuesday Drop-In in the third week of Advent. Because Cathedral Hall was under a massive renovation Tuesday Drop In was to take place in the Cathedral. To accommodate the program all the pews in the north side of the Cathedral had been removed and a number of stations had been set up. Sixty people who live on the streets were welcomed by the Vicar, David Brinton. Out of the cold they could get a hot drink, a sandwich, and a piece of fresh fruit. There was a barber cutting hair and a couple of nurses providing foot care. Scarves and hats and mittens were available. So were cards for those who wanted to wish family or friends a Merry Christmas. There was a festive atmosphere, someone played the piano and some gathered round to sing. Some just sat and enjoyed the music. I watched people gazing up at the painted ceiling or standing in front of a story in stained glass. I saw some sitting quietly with their heads bowed in prayer for mercies I can only imagine.

At Evensong we sang the Magnificat and I thought how in these very courts of the Lord, “the hungry had been fed, the humble lifted high”, the hope of the poor not forgotten!

Let me take you to the east coast - to St. John's, Newfoundland. There the Anglo Catholic Parish of St. Michael and All Angels discerned a call a few years ago to re-locate to the urban sprawl surrounding the city of St. John's - a church plant in the making, a congregation growing, the Church's presence felt in wonderful ways in a new part of town.

In the inner city neighbourhood of central Winnipeg, historic St. Matthew's Church in converting its building into a multi-purpose complex called the West End Commons. It will have a beautiful worship space, twenty-five units of affordable rental housing for families, and a neighborhood Resource Centre - all of this exciting work in the spirit of the parish prayer.

“Let our church be like a great tree giving shade and shelter to all who come under its branches let the people rest in your grace and be – rooted in your kingdom's work.”

On the west coast The Diocese of British Columbia under the guidance of Bishop James Cowan has completely re-mapped itself for mission. That work in Synod was not without struggle, some pain and some grief, but overall the strategy of hubs for mission and ministry is moving the Church forward.

Last year I was at the Synod of The Diocese of the Arctic and what a time it was. The famous Igloo Cathedral, St. Jude's, which had been completely destroyed by fire in November 2005 and re-built through the generosity of Anglicans all over the country, was dedicated to the Glory of God, a Northern Light re-kindled! Two new bishops, David Parsons and Darren McCartney were elected and consecrated within the eight days of the Synod.

The complete translation of the scriptures into Inuktitut was celebrated. Local translators working with The Canadian Bible Society presented their 33 year labour of love to Bishop Andrew Atagataaluk. The Bibles were blessed and distributed. As one woman received her copy, she literally danced down the aisle saying, “God speaks my language.”

Earlier this year I visited The Diocese of New Westminster. It was styled by the Bishop's Missioner for St. Matthew's, Abbotsford; St. Matthias and St. Luke; and St. John's, Shaughnessy as a pastoral visit - an opportunity to meet the people, to hear their story, to pray with them. Listening to them I felt their heartache over the intense divisions within their congregations, and their pain in seeing so many leave their churches - among them family members and friends. There was a sadness but there was no contempt, no malice, no animosity. They spoke of their desire to remain within the diocesan family. They also spoke of their respect for their bishop Michael Ingham and for the great care he had taken to represent the diocese in court, for the clear and courteous manner with which he articulated our polity as a Church and our fiduciary responsibility in holding all properties dedicated for the ministry of The Anglican Church of Canada. In each one of those three gatherings I heard of a deep resolve not to rebuild what was but to plant something new - a new way of being Church. Trusting that with careful nurture and watering, God will give them growth. These are people of hope.



Let me take you now to The Diocese of Moosonee. When Bishop Tom Corston retires at the end of the year, Moosonee will come under the jurisdiction of the Metropolitan of The Ecclesiastical Province of Ontario. This is a story of courageous episcopal leadership. It's a story of focussed conversations in Synod and a faithful assessment of its capacity to sustain ministry through the vast expanse of that huge diocese. It's a story of emerging partnerships that will provide for all, the administrative, pastoral, and episcopal needs of the Church there. The lights are not going out in Moosonee. They are twinkling with renewed hope.

Moving westward I see another story of hope in The Diocese of Keewatin. In the spirit of honoring the desire of indigenous peoples for self-determination with respect to leadership and structures within the churches in their communities, an area mission was created in Northern Ontario and the church made provision for the election of a bishop in keeping with aboriginal ways of discernment. Through the leadership of Bishop Lydia Mamakwa. The Northern Ontario Area Mission has so grown in its capacity for self-determination and self-sufficiency that this Synod will be asked to give consent to the creation of a new diocese in Northern Ontario. Hope abounds in these First Nations communities - the dream of the elders taking on flesh and bone and soul and spirit.

In Saskatchewan a hope was realized in the election of an Indigenous bishop to work with the diocesan bishop. Their partnership in ministry is a wonderful reflection of "Mamuwe isi Miywachimowin" meaning "Together in the Gospel". Bishop Michael Hawkins and Bishop Adam Halket are living the prayer of the faithful across the diocese, "O Great Spirit, grant us strength and dignity to walk a New Trail."

Now I take you into the interior of British Columbia. At the time that The Diocese of Cariboo was going bankrupt through litigation arising from abuses in The Indian Residential Schools, the then bishop, Jim Cruickshank through tears of his own said "No self pity, no blaming". He called the Church to re-imagine itself without all the usual structures of governance we know. Through Jim's leadership and the guidance of the Chancellor Bud Smith ACPI struggled into life. It's first few gasps of breath were a struggle but now it is enjoying a life and vitality that is quite amazing. I was in Kamloops just a few weeks ago to present Bud with the Anglican Award of Merit for his outstanding commitment to help ACPI walk in new ways with indigenous peoples. At the same service Bishop Barbara Andrews installed four pastoral elders - Jim, Laura, Amy, and Jimmy. All received crosses and blankets. To the beat of drum songs spirits soared. ACPI is a story of a people whose mourning is turning to dancing. Hope abounds.

I was in The Diocese of Edmonton for Pentecost this year. Convinced that the believers should all be in one place, devoting themselves to praise and prayer, and expecting a fresh outpouring of the Holy Spirit, Bishop Jane Alexander invited all the parishes to come together in the beautiful Winspear Centre concert hall. 1300 Anglicans came from across the diocese and what a gathering it was, launching the diocese into its centenary celebrations. There was a good spirit in that place - "a sweet, sweet spirit" and every one knew it was the spirit of the Lord!

These friends, are but a sampling of so many places where I see hope in and through the Church local.

I also see a lot of hope in how we are the Church together across the country.

In General Synod, and this is the fortieth in our history, we are re-connected, and re-minded of our identity as a national Church.

The most incredible way in which we are the Church together is our deep and abiding commitment to The Marks of Mission. I know you know them.

I rejoice that these Marks of Mission - “tell, teach tend, transform, treasure” - in the most abbreviated form I’ve found them yet, have become household language in the family of our Church. Parishes and dioceses are using them in their ministry plans. A Sunday School Curriculum, “Church Mice Compendium” has been built around them. The Anglican Journal has featured Mission Stories and Anglican Video has captured Mission Moments with friends throughout the country.

These Marks of Mission inspired all the conversations that shaped the priorities and practices within Vision 2019, adopted by General Synod in 2010 as a guiding document for the Council of General Synod in shaping and resourcing the ministries of the national Church.

Both The Marks of Mission and Vision 2019 will be showcased in this Synod. I know you will be energized by the go-forward enthusiasm that marks the spirit and pace of these dynamic presentations.

There is in our Church a clear shift from a culture of membership to discipleship.

In Vision 2019 we describe ourselves as “a people seeking to know love and know Jesus in serving God’s mission in the world”.

“There is” writes Bishop Mark MacDonald “a new sense of vocation in the Church, a calling to a level of individual and corporate discipleship that has not been common in the period of late Christendom. It is a discipleship in which the whole Church develops a capacity for humble and constant spiritual discernment - the prayerful listening for God’s word in scripture, in one another “and in creation”.

In a recent publication of the World Council of Churches we read “At the heart of the Church’s vocation in the world is the proclamation of the kingdom of God inaugurated in Jesus the Lord, crucified and risen. Through its internal life of Eucharistic worship, thanksgiving, intercessory prayer, through planning for mission and evangelism, through a daily life-style of solidarity with poor, through advocacy even to confrontation with the powers that oppress human beings, the churches are trying to fulfil this evangelistic vocation.”

In this past triennium, The Primate’s Commission on Theological Education has focussed its work on Competencies for Presbyteral Ministry”. The Report sets before us the qualities, skills and charisms we can reasonably expect in those called to priestly ministry. It is an impressive piece of work and I

believe it holds great hope for consistency of standards across the Church. I trust the Synod will heartily endorse the Report and its several recommendations.

We are also turning our attention to the Diaconate. This distinct order of ministry is a precious gift and a powerful agent in the call to be a Servant Church - in and for the world. In my travels I have seen the incredibly amazing ministries of deacons - on the streets, in shelters for the homeless, in safe houses, in hospitals, prisons, halfway houses and inside the legal aid system. But in its fullness, diakonia takes the form not only of compassionate care and accompaniment, but also prophetic witness and advocacy for human rights - social, cultural, and economic. "The tremendous economic inequalities that plague the human family need to be abiding concern for the Church...our faith compels us to work for a just social order". Commitment to that work represents hope for millions of people.

In engaging youth we work together across the Church. My experience and I know it is yours that wherever young people gather, in diocesan conference, in Stronger Together, at ASK or IMAGINE or at a one thousand strong CLAY Event, they are eager to use their faith to reshape the world in the design of God's love and justice for all people.

This fall the BCYAYM, the oldest continuing youth movement in our Church celebrates its 100<sup>th</sup> anniversary in a Gala Event in Abbotsford. This won't just be a recalling of the glory days of the past but a real celebration of the new thing the Lord continues to do in making this youth movement as strong and vibrant as ever. With the theme "Bridging the Generations" they are moving on.

The Council of the North describes our being together as a Church in this way. "Nowhere in the Canadian church is the interdependence in the Gospel more evident than in the way in which we work together to provide pastoral and sacramental ministry to the remote and isolated areas of our vast nation.

I want to pay tribute to all who serve in The North - the bishops, the clergy, the lay readers, and catechists. While all our ministries across the whole Church are sacrificial in nature, those who serve in The North make particular sacrifices. They live with challenges in geography, great distances between communities, issues associated with isolation, the high cost of food, particularly perishable food and numerous social challenges. Bishops and clergy receive a bare minimum stipend. Many clergy receive no stipend. I can only stand in awe of their deep devotion to Christ, their labours of love among those they serve. As beautiful as the stars that light up the night sky, so are their ministries across a northern landscape, each one a story of hope.[applause]

More than ever dear friends, we are together as a Church in walking with indigenous peoples. I believe we are making good progress in the Journey of Spiritual Renewal to which the 1994 Covenant called us. We are "Walking That Dream". We have some distance to go... (get from +F)

I have had the privilege to be a guest at the last couple of Sacred Circles. My role there is to listen and what I hear is an emerging hope. I hear it in conversations over meals, in stories by the Sacred Fire, and in discussions under the tent....

I think that hope is shaped by what many see as a deep commitment on the part of our Church to live as faithfully as we can the words of The Apology delivered by Archbishop Michael Peers in 1993.

This year marks the 20<sup>th</sup> Anniversary of that Apology. Having sought the counsel of the National Indigenous Anglican Bishop and the guidance of ACIP I have been advised that in keeping the anniversary two things should be considered.

First - an opportunity to pay tribute to Archbishop Peers for his leadership which was truly humble and holy, compassionate and courageous, far-sighted and firm. Michael set us on a trajectory toward healing and reconciliation from which we have not, nor ever will, turn back.

Second - a Commission to be established by me to enable our Church to follow through on the actions associated with The Repudiation of the Doctrine of Discovery. Having considered this request, I am quite prepared to act in establishing a Commission, but I have prayerfully discerned that the mandate be broadened such that it addresses not only the Doctrine of Discovery but two other important matters as well. First the question that Mr. Justice Sinclair, Chair of the TRC has put before all the parties to The Settlement Agreement, “What is reconciliation?” Second the church’s commitment to addressing longstanding injustices borne by indigenous peoples in Canada. I see that mandate as addressing something from the past.... thirdly – looking ahead...

In establishing...I will seek the advice of the Chancellor, the National Indigenous Anglican Bishop and the Co-ordinator for Indigenous Ministries in drafting Terms of Reference for The Commission. I will ask ACIP for guidance in naming the Commissioners. I pledge my prayers from this moment on for the sacred work entrusted to them and will request a final report for General Synod 2016.

Since General Synod in 2010 our Church has been deeply engaged in supporting the work of Canada’s Truth and Reconciliation Commission. At every event I have attended I have been overwhelmed by the stories shared by the survivors of The Schools. I have learned much about the impact of their experiences in their own lives, those of their families, their children and grandchildren. I come away from every one of those events I am mindful of so many years of “lost love”. I also come away with moments of joy that by their very nature are healing, moments that signal hope for a brighter future.

At all the Truth and Reconciliation Commission (TRC) Events, gestures of reconciliation are offered by churches, community based agencies, government services and more recently by schools and universities who are committed to include in their history courses the story of the Indian Residential Schools. One of the most moving of these gestures at the Quebec National Event in Montreal held in April. It was the presentation of a suitcase by a survivor from northern Quebec - the very suitcase he took with him to residential school. Most of what he had taken to school was taken from him. He described taking that suitcase home empty but in a sense overflowing with hurt and loss, and anger, and grief. Through the years he has emptied it of those things and in it he placed as he said, with the support of his church and community symbols of personal healing and reconciliation with others, signs of hope including the Apology offered by Michael Peers. Just think about that suitcase. It was a

powerful moment in that National Event - one rich in every hope that in “Remembering the Children” this country be guided on a new and different path.

This Synod will feature a number of stories of how The General Synod and the dioceses are partnered in a variety of ministries. One of the oldest of course is the relationship of the Journal and the diocesan newspapers. One of the more recent is the national “Together in Mission” initiative. A number of dioceses are engaged in feasibility studies, and a few in developing a case for support including ministries of The General Synod. Ottawa and Toronto have had their own very successful financial campaigns from which The General Synod has enjoyed generous support. All of the dioceses are benefiting from the ministry of our Regional Planned Giving Consultants, their work being borne by a cost sharing arrangement with General Synod.

At the call of General Synod 2010 to explore a government relations presence in Ottawa, The General Synod and The Diocese of Ottawa have partnered in the appointment of a Special Advisor for Government Relations. This office, held by The Rev. Laurette Glasgow has been of great help in assisting me and other Church House staff to address Government on matters of poverty in Canada, chaplaincy within federal prisons, health benefits for refugees, changes in immigration policies, global food security, climate change and the One Thousand Day Countdown to the realization of the Millennium Development Goals in 2015. This office is enabling me to exercise a stronger prophetic voice on behalf of our Church.

Faith, Worship and Ministry has networks in liturgy, theological education, congregational development and ecumenism all across the country. The Treasurer of General Synod gathers all the financial officers in a meeting every couple of years. These have proven to be very helpful with respect to exchange around best practices. The Chancellor of General Synod hosted a meeting of all the Provincial and Diocesan Chancellors at their own expense this year reflecting on their work in serving the bishops and synods of our Church. Staff who work in Communication are in constant contact with one another. Through General Synod’s Creation Matters Working Group about forty parishes across the country are engaged in church energy audits, greening Anglican spaces, and cultivating Church lands for community gardens supplying fresh produce for local food banks.

General Synod 2010 requested me to convene a National Consultation to identify desirable changes in the structures of The General Synod enabling us to effectively carry out our national and international ministries. That consultation was held in January and facilitated by Janet Marshall. The findings were considered by a Steering Group chaired by Monica Patten. Their Report entitled “Embodying God’s Call” is before this Synod as are a number of resolutions.

May I simply say, that I believe the overall direction of doing more of our work through task forces and commissions with very clearly defined mandates, timelines and measurable results is wise counsel for The General Synod.

Under the theme of working together across the Church I would be remiss if I did not note that within the past three years, there has been a concerted effort and with good success to increased collaboration

among all the related entities in the ministries of our church. The General Synod, , The Anglican Foundation, the Primate's World Relief and Development Fund and the Pension Office. A wonderful expression of this growing collaboration is the Gifts for Mission Catalogue. It is clear that more and more people appreciate this opportunity to support ministries of the Church that are particularly close to their heart.

The Anglican Foundation takes a great interest in new and innovative ways of being Church, in theological education, in worship and the sacred arts, in making our buildings accessible, in resourcing youth initiatives and in supporting our Church's public witness for justice and peace.

With its vision for "a truly just healthy and peaceful world", PWRDF has a very close relationship with our Global Relations Staff, carefully mapping where our Church is at work in the world and joining forces in advocacy for human rights. This growing collaboration....

I am so blessed and so are you to have Michael Thompson as our General Secretary [applause]... directors... grateful for the support of the officers.... get words from +Fred

As hopeful as I am for the ways we are working in the Church local, and in the Church national, I am also hopeful for the Church global.

A number of dioceses - 18 - I believe are in Companion Relationships across The Communion. The General Synod has historic relationships with a number of Provinces - The Philippines, the Solomon Islands, Cuba, and Jerusalem, the Conference of Anglican Provinces in Africa.

I want to highlight our abiding commitment to the Church in Cuba. The Primate chairs the Metropolitan Council of Cuba. Global Relations staff visit frequently. We support a couple of faculty positions at the Seminary in Matanzas. We support an Annual Diocesan Wide Music Camp. We assist with clergy stipends and we are working with The Episcopal Church to secure an adequate pension for retired clergy. A visit by PWRDF staff person José Zarate led to a proposal for a development office for the diocese. PWRDF and ERD have partnered in making grants to fund this office for three years. The Development Officer is working with Bishop Griselda and her leadership team to assist parishes with community development initiatives. Our national relationship with Cuba is complimented by a growing relationship with The Diocese of Niagara centered in farm projects. Bishop Griselda has been in many parts of Canada. She herself is an excellent ambassador, a woman of vision and unwavering hope in God's purposes for the Church in Cuba.

You will recall that General Synod 2010 called for a strengthening of ties with The Diocese of Jerusalem and the Middle East. It gives me great delight to see how the Companion relationship with Ottawa continues to flourish. I am pleased to note that our Church has made a generous commitment to provide for the next three years the stipend for The Rev. Canon John Organ, who is serving as Chaplain to Bishop Suheil Dawani. John is a retired chaplain of The Canadian Forces, a priest of our church. His ministry in Jerusalem is very well received. And I am also pleased to say that the number of Canadian Companions of Jerusalem - individuals, parishes and dioceses is growing. As companions



we are eager to learn more about the Church's work in the Holy City, in the West Bank, Gaza, Jordan, Israel, Lebanon and Syria. We are committed to support the Church's witness through hospitality, health care, education and reconciliation for lasting peace. All of these developments give great hope to Christians in the Holy Land who long for relationship with their brothers and sisters in Christ throughout the world.

Historically we have enjoyed wonderful partnerships with a number of Provinces through Africa. We have also known the pain of considerable strain in some of those relationships notably over matters of sexuality. One of the signs of great hope for renewed relations is the Canadian African Bishops Dialogue. Assuming friendship in Christ, respecting diversity in theological perspective, and learning about the cultural context in which they are serving the people of God, these conversations continue to be marked by grace, good will and growth in Christ. In no small measure this dialogue contributes much to what I see as a renewed humility and hope throughout The Anglican Communion.

A good number of Canadian Anglicans give extraordinary leadership in The Communion. And we thank Kenneth Kearon...Alyson Barnett-Cowan who is as the Director of Unity, Faith and Order of our delegates to the Anglican Consultative Council, Suzanne Lawson, Peter Elliott and Sue Moxley of all those serving on Communion wide commission for Liturgy, Evangelism, Church Growth, Theological Education; and Communication. On Ecumenical Dialogues; on Networks empowering women's ministries, and indigenous peoples ministries, health care and the environmental; and on those serving The Alliance for Anglican Relief and Development Agencies.

This year marks the 50<sup>th</sup> anniversary of The Anglican Congress held in Toronto in 1963. From that great global gathering of Anglicans emerged the principle of Mutual Responsibility and Interdependence in The Body of Christ. It has been reaffirmed time and again through the Anglican Consultative Council and expanded into the Ten Principles of Partnership adopted in 1993. These principles continue to enshrine the ethos and guide the way we work together across the world.

As the life and witness of our communion goes forward, we are deeply grateful for the new Archbishop of Canterbury's passion for evangelism and renewal, his commitment to reconciliation and building up The Body of Christ, and his principled approach to faith in the public square. In the bonds of affection we share in Christ we uphold Archbishop Justin in our prayers, day by day.

As Anglicans across Canada and around the world we do well it seems to me to remember that wherever we are we are but pieces of clay, in the hands of the potter, the Holy One, whose design is to make of this church a vessel of grace and blessing in and for the world.

I am coming to Synod with a lot of hope.

I pray that you'll feel something of the hope I feel and that you'll be able to carry it home to all those places where you faithfully seek to love and serve The Lord.

The song writer Colin Gibson puts our life in Christ ever so simply, yet fully

“He came singing hope  
and he lived singing hope;  
he died singing hope.

He arose in silence...

for the hope to go on

we must make it our song:

You and I be the singers.”



CONTINUING EDUCATION PLAN

Changes to the CEP Trust Agreement and the Deed Amendment No. 5 are:

- First Recital of the CEP Trust Agreement on page 2: The words “or former employment” have been replaced by “and/or voluntary, unpaid services”.
- The Pension Office address and the list of the Trustees have been updated.

## Amended and Restated Trust Agreement

**Bold** indicates addition, underline indicates deletion.

THIS AMENDED AND RESTATED TRUST AGREEMENT made as of the 19th day of April, 2004, evidencing a trust relationship effective on January 1, 1970; amended by Amendment No. 1 dated as of April 19, 2004, Amendment No. 2 dated April 16, 2005, Amendment No. 3 dated April 16, 2005, Amendment No.4 dated April 5, 2008 **and Amendment No. 5 dated March 25, 2011.**

GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA, a body corporate,  
incorporated by special act of the Parliament of Canada,

(hereinafter referred to as the "General Synod")

OF THE FIRST PART

- and -

**KAREN BLEASBY, THE REVEREND ELEANOR CLITHERORE, LOUISE GREIG, SHERYL KENNEDY, JOSEPHINE MARKS,  
THE RIGHT REVEREND M. PHILIP POOLE, and LAURA SOLOMONIAN**  
(hereinafter referred to as the "Trustees")

OF THE SECOND PART

- and -

THE PENSION COMMITTEE OF THE GENERAL SYNOD

(hereinafter referred to as the "Pension Committee")

OF THE THIRD PART

WITNESSETH:

WHEREAS the General Synod has established by Canon XII and the regulations thereto, an arrangement referred to as the Continuing Education Plan (the "CEP") and a trust fund (the "Continuing Education Fund", referred to herein as the "CEF") to provide a mechanism for funding the CEP through which Participating Employers will contribute funds for the qualifying continuing education and training of clergy and lay workers, and the arrangement has been established for the purpose of providing resources for such continuing education and training through the CEF a trust all or substantial all the property of which is held for the purpose of providing the foregoing resources to clergy and lay workers in order for them to improve their church-related work, work skills and abilities in respect of, or because of, **their or former** employment **and/or voluntary, unpaid services**, and as contemplated in the *Income Tax Act* (Canada);

AND WHEREAS the CEF is the funding medium for the CEP, and a trust was created effective January 1, 1970 for the benefit of the members who contribute to the CEF for the CEP, all as set out in Canon XII and the regulations thereunder;

AND WHEREAS the terms of the CEF were not reduced to an agreement setting out clearly all of the terms of the trust at the time the CEF was established and it is now expedient to evidence in writing the terms of the trust that was created at the time the CEF was established by Canon XII and that has continued in existence up to the date hereof, with various amendments having been made from time to time, and that will continue into the future, subject to the power to amend contained in Section 11.1 hereof;

AND WHEREAS Canon XII, as amended from time to time, sets out the basic provisions of the CEF as the funding medium for the CEP, and provides that there shall be a fund designated as the CEF for the purpose of providing benefits in accordance with the regulations and provides further that there shall be an administrative unit responsible for the operation of the CEP, subject to the authority of the Council of the General Synod;

AND WHEREAS each employed clergy or lay worker who applies for reimbursement to the CEF may have an account recorded with the CEF in order to monitor contributions made for such person's education and training;

AND WHEREAS the basis on which contributions have been made to the CEF has changed over the year, consistent with Canon XII and the regulations as amended from time to time, and the CEF is now funded through an annual assessment levied against each member in the amount of \$450.00 per year from each member in respect of each of that member's accountholders;

AND WHEREAS the purpose of the CEP is to provide, and the purpose of the CEF is to provide funding for, continuing education programs for employed clergy and lay workers and to reimburse such persons for their costs incurred in taking courses of study, books, study materials, computer hardware and software and other goods and services, all as approved in accordance with the CEP, and funds can also be used to pay for special grants and sabbatical leave grants, all consistent with Canon XII and the regulations as amended from time to time; and all of the foregoing for the purpose of improving the church-related work, work skills and abilities of the foregoing employed clergy and lay workers;

AND WHEREAS the General Synod assigned oversight of the CEF to the Pension Committee and the administrative unit that oversees the CEF and the CEP, which reports to the Pension Committee on the overall performance of the CEF (the "Administrative Unit");

AND WHEREAS the Pension Committee is not a separate legal entity, and consists of those individuals who, from time to time, are appointed by the General Synod to oversee the administration of the pension fund of the General Synod and for other purposes, and the Pension Committee, through its Chair, has acknowledged the terms of this Trust Agreement and agreed to be a party to it;

AND WHEREAS the Administrative Unit consists of a staff member who is responsible for the administration of the CEP (the "Administrator"), the Director of Pensions or the Deputy Director of

Pensions of the General Synod and five members of the CEP who are appointed by the Pension Committee and the Administrative Unit advises the Administrator on matters relating to policy, authorizes payment of special and sabbatical grants and expenses incurred in the administration of the CEP and from time to time proposes changes in the regulations to the Council of the General Synod in respect of the CEF and/or the CEP;

AND WHEREAS initially the trustees of the CEF were the members of the Pension Committee from time to time but now the trustees of the CEF are those persons who are appointed from time to time by the Pension Committee and the Trustees are the current trustees of the CEF;

NOW THEREFORE in consideration of the premises and of the mutual obligations and agreements herein set forth, the General Synod and the Trustees do hereby covenant and agree as follows:

#### ARTICLE 1 DEFINITIONS

- 1.1 The trust fund comprising the CEF shall continue to be known as “The Continuing Education Fund of The Anglican Church of Canada” or by such other name as the General Synod may determine.
- 1.2 The meaning of all words and expressions defined in the CEP and the CEF also apply to such words and expressions where used in this Trust Agreement, unless the context otherwise permits or requires.
- 1.3 All references to Canon XII shall mean Canon XII of the General Synod of the Anglican Church of Canada and regulations thereto as they have been or may be amended from time to time, as the context requires or permits.

#### ARTICLE 2 CONFIRMATION OF TRUST

- 2.1 The Trustees confirm that they are trustees of the trust set out in Canon XII and in this Trust Agreement and agree that the CEF shall continue to be held by them in trust under and subject to the terms of the CEP and this Trust Agreement. The Trustees shall receive and hold as part of the CEF any contributions paid to them in cash or other property acceptable to the Trustees, including any cash or other property transferred from any other funding medium under the CEP. All such cash or other property, together with the income and capital gains arising therefrom, less any proper payments therefrom, shall be held, invested, managed and administered pursuant to the terms of Canon XII and the regulations, the CEP and this Trust Agreement, as amended from time to time.

#### ARTICLE 3 PAYMENTS OUT OF THE TRUST FUND

- 3.1 Subject to their right to delegate as hereinafter provided the Trustees shall pay from the CEF all benefits and other amounts payable under the terms of the CEP, as directed by the appropriate person as contemplated in the CEP.

ARTICLE 4  
POWERS, DUTIES AND AUTHORITY OF TRUSTEES

4.1 The Trustees shall have, in addition to the powers given to them by Canon XII, and to any other powers and authority to which trustees may be entitled at law, the following powers and authority in the administration of the CEP and the CEF, all of which powers and authority shall be exercised by the Trustees in their discretion but not in any manner inconsistent with any other provision of this Trust Agreement or the CEP as any of them may be amended from time to time.

- (a) With any cash at any time held by them to purchase or otherwise acquire any securities or other property of any kind permitted in Article 5 and to retain in trust such securities or other property;
- (b) To sell for cash or on credit or partly for cash and partly on credit, convert, redeem, exchange for other securities or other property, convey, transfer, pledge or otherwise dispose of any securities or other property at any time held by them by any means considered reasonable by the Trustees and to receive consideration and grant discharges therefor;
- (c) When instructed to do so by the Pension Committee, to settle, compromise or submit to arbitration any claims, debts, or damages, due or owing to or from the CEF, to commence or defend suits or legal proceedings and to represent the CEF in all suits or legal proceedings; provided that the Trustees shall not be obligated or required to do so unless they have been first indemnified to their satisfaction against all expenses and liabilities sustained or anticipated by them;
- (d) To exercise any conversion privilege and/or subscription right, warrant and/or other rights or options available in connection with any securities or other property at any time held by them and to make any payments incidental thereto; to consent, or otherwise participate in or dissent from, the reorganization, consolidation, amalgamation, merger or readjustment of the finances of any corporation, company or association any of the securities of which may at any time be held by them or to the sale, mortgage or lease of the property of any such corporation, company or association, and to do any act with reference thereto, including the delegation of discretionary powers, the exercise of options, the making of agreements or subscriptions and the payment of expenses, assessments or subscriptions, which may be deemed necessary or advisable in connection therewith, and to hold and retain any securities or other property which they may so acquire and generally to exercise any of the powers of an owner with respect to securities or other property held in the CEF;
- (e) To vote personally or by general or limited proxy, any securities or other property which may be held by them at any time, and similarly to exercise personally or by general or by limited power of attorney any right appurtenant to any securities or other property held by them at any time;

- (f) To employ and pay such employees, agents and advisers, including, without limiting the generality of the foregoing, custodians, disbursing agents, investment advisors, lawyers, actuaries, auditors and other persons as the Trustees may deem necessary or advisable from time to time for the purpose of discharging their duties hereunder (including any person who may be a Trustee or any firm or organization of which such person may be a member or affiliated, and including any person who may be an officer or employee of the General Synod), and to rely and act on information and advice furnished by such persons or to refrain from acting thereon; provided that the Trustees must use such care in the selection and supervision of such persons as is reasonable and prudent in the circumstances and, in such event, the Trustees will not be responsible for the neglects or defaults of such persons;
- (g) To register the securities or other property of the CEF in the name of “The Continuing Education Fund of the Anglican Church of Canada” or a similar name or designation or in their own names or in the names of nominees in trust for the CEF; and the Trustees are hereby expressly empowered to keep the same, wholly or partly, at the office of any financial institution that is authorized to act as a custodian of securities by the laws of any country, province, state or any other political subdivision of any country in which such financial institution is located, in which case the securities or other property may be registered in the name of such financial institution or its nominee, a depository of the financial institution or the nominee of such depository, or in bearer form. The securities and other property of the CEF shall at all times be kept distinct from the Trustees' own assets and those of their nominees or depositories and distinguishable in the registers and other books of account kept by the Trustees or their nominees or depositories from those of the Trustees or their nominees or depositories, and such registers and books of account shall show that such securities or other property are held in trust for the CEF;
- (h) To make, execute, acknowledge and deliver, as Trustees, any and all deeds, leases, mortgages, conveyances, contracts, waivers, releases or other instruments in writing necessary or proper for the accomplishment of any of the foregoing powers and the Trustees may by resolution authorize such person or persons or corporation to execute any such documents on behalf of the Trustees;
- (i) To keep such portion of the CEF in cash as may from time to time be deemed by them to be in the best interests of the CEF, in such interest bearing accounts as the Trustees determine, or to invest such cash balances in short term or intermediate term cash equivalents having ready marketability;
- (j) To make arrangements for the care and custody of the securities and other property of the CEF and such banking arrangements as the Trustees from time to time deem advisable; and without limiting the generality of the foregoing the Trustees may by resolution authorize any person or persons to sign cheques on behalf of the Trustees;
- (k) To do all such acts, take all such proceedings, and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary to carry out their responsibilities hereunder.

The exercise by the Trustees of any one or more of the foregoing powers or any combination thereof from time to time shall not be deemed to exhaust the rights of the Trustees to exercise such power or powers or combination of them thereafter from time to time.

## ARTICLE 5 INVESTMENTS

### 5.1 Investment of the CEF

The CEF shall be held, invested and reinvested in such manner as the Trustees may in their sole discretion determine, without in any way being limited to investments authorized for trustees under any applicable federal, provincial or territorial legislation save as hereinafter provided, including for greater certainty the *Trustee Act*, R.S.O. 1990, c.T. 23, as amended from time to time. In exercising their discretion, the Trustees may take into consideration the social responsibility of the corporations and other entities in which they are considering investing. The Trustees are authorized to engage the services of one or more investment counsel, managers, mutual fund managers and/or investment advisers as in their absolute discretion they consider advisable in respect of the investment and reinvestment of all or any of the CEF, and the Trustees shall have power and authority to delegate to such persons discretion to manage all or any part of the CEF as directed by the Trustees. For greater certainty, the Trustees shall invest all or any part of the CEF in the Consolidated Trust Fund of the General Synod or in such other fund as the Pension Committee directs.

### 5.2 Power to Commingle

The Trustees may, in their discretion from time to time:

- (i) invest all or any portion of the CEF in any one or more mutual funds or other funds qualified for the investment of pension funds for the purpose of permitting common investment and reinvestment; and
- (ii) consistent with applicable governing law, commingle all or any portion of the CEF with the assets of or all of the trust funds established in conjunction with other plans or arrangements authorized by the General Synod or the Council of the General Synod or by any Provincial or Diocesan Synod and for which the Trustees are trustees and to make joint, collective or participating investments with respect to such commingled assets; provided, however, that the Trustees shall maintain separate accounts reflecting the undivided share, expressed on a *pro rata* basis, of the CEF in such investments and shall equitably on such basis determine the value of the assets of the CEF from time to time withdrawn or segregated from such joint, collective or participating investments. For greater certainty, it is expressly understood and agreed that neither the aforesaid commingling, making of joint, collective or participating investments nor the maintenance of separate accounts as provided in this Trust Agreement is intended to create, nor shall such commingling, making of joint, collective or participating investments and maintenance of separate accounts, create a separate trust or trusts.

### 5.3 Warrants, Options, Futures, Precious Metals

Without limiting the generality of the investment authority of the Trustees but subject always to Section 5.1, the Trustees are expressly authorized to invest in warrants, options, futures or other instruments designed to provide additional income or hedging opportunities for current investments and to invest in gold, silver and other precious metals.

### 5.4 Securities Lending

The Trustees may engage in securities lending under a specific program approved by the Pension Committee and in connection therewith, the Trustees are authorized to release and deliver securities and return collateral received for securities in accordance with the provisions of the program.

## ARTICLE 6 FEES AND EXPENSES

### 6.1 Taxes and Assessments

All taxes and other assessments levied or assessed under existing or future laws against the Trustees or the CEF in respect of the CEF or in respect of any money, property or securities from time to time forming a part thereof, shall be paid out of the CEF and the Trustees shall withhold from payments out of the CEF all taxes required by any law to be withheld and make such reports to applicable tax authorities as required by any law.

### 6.2 Expenses

All fees and expenses arising in connection with the administration and investment of the CEF and the CEP shall be borne by the CEF.

## ARTICLE 7 REPORTS, ACCOUNTS AND STATEMENTS

### 7.1 Accounts and Records

The Trustees shall keep or cause to be kept accurate and detailed accounts and records of all investments, receipts and disbursements and other transactions with respect to the CEF, and all accounts, books and records relating thereto shall be open to inspection to such person or persons as the Trustees determine appropriate, or as required by law.

The Trustees shall maintain and determine or cause to be maintained and determined separate accounts of the contributions of Participating Employers in respect of a particular clergy person or lay worker and payments made out of the CEF as reimbursement to such clergy and lay workers for their continuing education and training, and such other accounts as the CEP require shall be maintained by the Trustees.



## 7.2 Periodic Statements

The Trustees shall render to the Pension Committee within 90 days following the last day of each fiscal year of the CEF or the termination of this Trust Agreement, or at such other times as may be agreed upon by the Trustees and the Pension Committee, accounts of the transactions of the CEF in a form acceptable to the Pension Committee.

## ARTICLE 8 ADMINISTRATION

### 8.1 Chairperson and Secretary

The Trustees shall elect a Chairperson from among their number and shall appoint a Secretary who may, but need not, be a Trustee. If the Chairperson or the Secretary is not in attendance at a meeting, the Trustees in attendance (if there is a quorum) may select a Chairperson or Secretary, as the case may be, of such meeting from among their number.

### 8.2 Voting By the Trustees

If the Trustees are unable to agree on any matter, the decision of a majority of Trustees present at a meeting where the matter is being considered shall be deemed to be the decision of all the Trustees. The Chairperson of the meeting shall not vote on any matter except where there is a tie vote, in which case the Chairperson shall have the casting vote.

### 8.3 Unanimous Consent

In lieu of holding a meeting, the Trustees may make a decision by way of unanimous consent as evidenced by a written resolution or minute signed by all of the Trustees. It shall be the duty of the Secretary to record such resolution or minute in the minute book maintained for the Trust.

### 8.4 Rules and Regulations

The Trustees may adopt, by by-law or otherwise, such rules and regulations they as see fit to govern their own procedure so long as such rules and regulations are not inconsistent with any of the provisions of this Trust Agreement or the CEP.

### 8.5 Responsibility of Trustees

Neither the Trustees as a group nor any individual Trustee nor the employees or agents of the Trustees shall be liable for any honest error of judgment, nor be personally liable for any liability or debt of the CEF contracted or incurred, nor for the non-fulfillment of any contract, nor for any other liability arising in connection with the administration of the CEP and the administration and the investment of the CEF; provided, however, that nothing herein shall exempt the Trustees or any Trustee or 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 Trustees nor any Trustee, employee or agent thereof shall be liable for any action taken upon reliance on any instrument, certificate or paper believed 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 Trustees may obtain trustees' and fiduciaries' liability insurance and pay the premiums for such insurance out of the CEF.

## ARTICLE 9 APPOINTMENT, RESIGNATION AND REMOVAL OF TRUSTEE

### 9.1 Composition of the Trustees

The Trustees shall be those persons who from to time are appointed by the Pension Committee.

Any Trustee may at any time resign from the office of Trustee on giving not less than 30 days notice addressed to the other Trustees then in office, but if there are no other Trustees then in office, the Trustee may resign on the appointment of and acceptance of such appointment by a new Trustee or new Trustees in the place of the Trustee so resigning.

The office of a Trustee shall be automatically terminated and vacated if that Trustee is an individual and is found to be mentally incompetent or is declared bankrupt or insolvent or, if the Trustee is a corporation, it is declared bankrupt or insolvent or enters into liquidation, whether compulsory or voluntary, but not a liquidation carried out on a voluntary basis for the purpose of amalgamation or reconstruction.

A Trustee shall not be required to remain in or be resident in the Province of Ontario, but all times a majority of the Trustees shall reside in Canada.

The Pension Committee may revoke the appointment of any Trustee at any time.

Any three Trustees shall constitute a quorum.

### 9.2 Successor Trustees

If a person appointed as Trustee consents to act as Trustee, then upon the effective date of such appointment the Trustee shall be bound by all of the terms of this Trust Agreement as though he or she were an original party to it. The property in the CEF shall vest in the new Trustee and the continuing Trustees without the need for any conveyance or assignment and any reference to "Trustees" in this Trust Agreement shall mean the Trustee or Trustees from time to time in office.

### 9.3 Conveyance

Notwithstanding Section 9.2, every person ceasing to be a Trustee hereunder shall at the request of the Pension Committee convey, assign, transfer and make over or join in conveying, assigning, transferring and making over to the other Trustees of the CEF, any or all of the real and personal property of the CEF as the Pension Committee may direct.

ARTICLE 10  
PARTICIPATING EMPLOYERS

Except as otherwise provided in the CEP:

- 10.1 The Pension Committee, upon written notice to the Trustees, shall have the right to extend the benefits of the CEP on mutually agreeable terms to the eligible employees of any Provincial or Diocesan Synod, any Diocese, Parish or other organization in the Church which wishes to participate in the CEP (a "Participating Employer") and such Participating Employer may thereupon participate as a member in the CEP and will be bound by the provisions of this Trust Agreement.
- 10.2 Each Participating Employer which so participates in the CEP and this Trust Agreement as above provided, hereby appoints the Administrator of the CEP (or any agent or delegate appointed by the Administrator) as its agent to exercise on its behalf the powers and authority under the provisions of this Trust Agreement, including the power to terminate its participation in the CEP. The authority of the Administrator (or its agent or delegate) to act as such agent shall continue with respect to all money and property contributed to the CEP by each Participating Employer unless and until the amount so contributed is segregated and set aside in a separate trust as herein provided.

ARTICLE 11  
AMENDMENT AND TERMINATION

11.1 Amendment

The Trustees may at any time and from time to time amend, in whole or in part, all or any of the provisions of this Trust Agreement, provided, however, that no such amendment shall become effective without the written consent of the Pension Committee, and this Trust Agreement shall be amended, ipso facto, to the extent necessary, if Canon XII or the regulations thereunder are amended in any way that requires an amendment of this Trust Agreement.

11.2 Termination

The Pension Committee may terminate this Trust Agreement at any time, in which event the Trustees shall distribute the assets in the CEP in accordance with the terms of the CEP and provide the Pension Committee with a final accounting of their administration of the CEP.

ARTICLE 12  
MISCELLANEOUS

12.1 Delivery of Notices

The delivery of any notice, account, statement, report, document, instruction or direction which, by any provision of this Trust Agreement, is required or permitted to be given or served by or to the Trustees or the Pension Committee, shall be deemed to be sufficiently given and served for all purposes if delivered personally, delivered by facsimile transmission, or mailed postage prepaid (except in the case of postal interruption), addressed to each of the Trustees at his address as filed with the Secretary and to the Pension Committee at the following address:

**Pension Office Corporation of the  
Anglican Church of Canada  
625 Church St.  
Suite 401  
Toronto, ON  
M4Y 2G1  
Fax: (416) 968-7989**

or at such other address with respect to any of the Trustees or the Pension Committee as may be provided to the Secretary from time to time; and such notice shall be considered to have been given on the day it is actually delivered personally or by facsimile transmission to, or otherwise received by, the Trustee or the Pension Committee, as the case may be.

12.2 Severance of Illegal or Invalid Provision

If any provision of this Trust Agreement shall be held illegal or invalid for any reason by a court of competent jurisdiction, such illegality or invalidity shall not affect the remaining provisions thereof but this Trust Agreement shall be construed and enforced as if such illegal or invalid provision had never been inserted herein.

12.3 Notification Respecting Alienation of Benefits

The Trustees will notify the Pension Committee upon the receipt by them of any assignment or attempted assignment or notice thereof or of any involuntary assignment, seizure, garnishment or any process of law or execution or notice thereof in respect of any benefit payable out of the CEF.

12.4 Assignment

This Trust Agreement may not be assigned by the Trustees otherwise than to other Trustees appointed pursuant to the terms of this Trust Agreement.

12.5 Gender

Unless the context otherwise requires, any masculine term used in this Trust Agreement shall include the feminine and neuter and vice versa, and any singular term shall include the plural and vice versa.

12.6 Headings

The titles of Articles and the headings in this Trust Agreement are placed herein for convenience of reference only, and in case of any conflict, the text of this Trust Agreement, rather than such titles or headings, shall govern.

12.7 Binding Agreement

This Trust Agreement shall enure to the benefit of and be binding upon the parties hereto and upon their permitted successors and assigns. The parties acknowledge that the terms of this agreement reflect an ongoing relationship which has been in existence for many years. Notwithstanding the fact that this Trust Agreement is being executed currently, the parties acknowledge that it records the terms of the CEF as originally constituted and subsequently amended.

12.8 Execution in Counterparts

This Trust Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same Trust Agreement.

12.9 Applicable Law

This Trust Agreement shall be governed by, construed in accordance with, and enforced according to the laws of the Province of Ontario, Canada.

IN WITNESS WHEREOF the parties have executed this Trust Agreement.

GENERAL SYNOD OF THE  
ANGLICAN CHURCH OF CANADA

per: \_\_\_\_\_

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Witness

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**Karen Bleasby**

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Witness

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**The Reverend Eleanor Clitheroe**

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Witness

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**Louise Greig**

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Witness

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**Sheryl Kennedy**

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Witness

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**Josephine Marks**

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Witness

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**The Right Reverend M. Philip Poole**

)

)

Witness

)

**Laura Solomonian**

THE PENSION COMMITTEE OF THE GENERAL SYNOD

per:

\_\_\_\_\_

Authorized Signing Officer

**Trust Amendment No. 5**

**Bold** indicates addition, underline indicates deletion

Dated as of the 25th day of March, 2011.

THE CONTINUING EDUCATION FUND OF  
THE ANGLICAN CHURCH OF CANADA

Deed of Amendment No. 5

Prepared by Cassels Brock & Blackwell LLP

THIS DEED OF AMENDMENT made as of the 25th day of March, 2011.

BETWEEN:

GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA, a body corporate,  
incorporated by special act of the Parliament of Canada,

(hereinafter referred to as the "General Synod")

OF THE FIRST PART

- and -

**KAREN BLEASBY, THE REVEREND ELEANOR CLITHEROE, LOUISE GREIG, SHERYL  
KENNEDY, JOSEPHINE MARKS,  
THE RIGHT REVEREND M. PHILIP POOLE, and LAURA SOLOMONIAN**

(hereinafter referred to as the "Trustees")

OF THE SECOND PART

- and -

THE PENSION COMMITTEE OF THE GENERAL SYNOD

(hereinafter referred to as the "Pension Committee")

OF THE THIRD PART

WITNESSES THAT WHEREAS

1. This deed is supplemental to the Trust Agreement known as The Continuing Education Fund Of The Anglican Church Of Canada (the "CEF"), made as of April 19, 2004 evidencing a trust relationship effective on January 1, 1970; amended by Amendment No. 1 dated as of April 19, 2004, Amendment No. 2 dated April 16, 2005, Amendment No. 3 dated as of April 16, 2005 and Amendment No. 4 dated April 5, 2008 and made between the General Synod, the Trustees and the Pension Committee (the "Agreement");
2. Section 11.1 of the Agreement confers a power of amendment on the Trustees thereof, provided the Pension Committee has given its written consent;
3. The Trustees and the Pension Committee have agreed that it is expedient for the Trustees to exercise the aforesaid power in the manner hereinafter appearing.

NOW THEREFORE THIS DEED WITNESSES that the Trustees in the exercise of the said power of amendment, hereby:



1. The first recitals shall be deleted and replaced with the following:-

“WHEREAS the General Synod has established by Canon XII and the regulations thereto, an arrangement referred to as the Continuing Education Plan (the “CEP”) and a trust fund (the “Continuing Education Fund”, referred to herein as the “CEF”) to provide a mechanism for funding the CEP through which Participating Employers will contribute funds for the qualifying continuing education and training of clergy and lay workers, and the arrangement has been established for the purpose of providing resources for such continuing education and training through the CEF a trust all or substantial all the property of which is held for the purpose of providing the foregoing resources to clergy and lay workers in order for them to improve their church-related work, work skills and abilities in respect of, or because of, **their or former employment and/or voluntary, unpaid services**, and as contemplated in the *Income Tax Act (Canada)*;”

2. Article 12, Section 12.1 shall be deleted in its entirety and replaced with the following:-

“12.1 Delivery of Notices

The delivery of any notice, account, statement, report, document, instruction or direction which, by any provision of this Trust Agreement, is required or permitted to be given or served by or to the Trustees or the Pension Committee, shall be deemed to be sufficiently given and served for all purposes if delivered personally, delivered by facsimile transmission, or mailed postage prepaid (except in the case of postal interruption), addressed to each of the Trustees at his address as filed with the Secretary and to the Pension Committee at the following address:

**Pension Office Corporation of the  
Anglican Church of Canada  
625 Church St.  
Suite 401  
Toronto, ON  
M4Y 2G1  
Fax: (416) 968-7989**

or at such other address with respect to any of the Trustees or the Pension Committee as may be provided to the Secretary from time to time; and such notice shall be considered to have been given on the day it is actually delivered personally or by facsimile transmission to, or otherwise received by, the Trustee or the Pension Committee, as the case may be.”

3. This Deed may be executed and delivered in two or more counterparts and by facsimile, all of which when so executed and delivered shall be an original and all such counterparts shall constitute one instrument.
4. This Trust Agreement shall be governed by, construed in accordance with, and enforced according to the laws of the Province of Ontario, Canada.

IN WITNESS WHEREOF the parties have executed this Trust Agreement.

GENERAL SYNOD OF THE  
ANGLICAN CHURCH OF CANADA

per: \_\_\_\_\_

_____	)	_____
Witness	)	<b>Karen Bleasby</b>
_____	)	_____
Witness	)	<b>The Reverend Eleanor Clitheroe</b>
_____	)	_____
Witness	)	<b>Louise Greig</b>
_____	)	_____
Witness	)	<b>Sheryl Kennedy</b>
_____	)	_____
Witness	)	<b>Josephine Marks</b>
_____	)	_____
Witness	)	<b>The Right Reverend M. Philip Poole</b>
_____	)	_____
Witness	)	<b>Laura Solomonian</b>

THE PENSION COMMITTEE OF THE GENERAL SYNOD

per: \_\_\_\_\_

Authorized Signing Officer

## LONG TERM DISABILITY PLAN

**Bold** indicates addition, ~~strike through~~ indicates deletion

## SECTION A.12 - ELIGIBLE EMPLOYEE

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

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

Notwithstanding the foregoing, any person (other than a person who is already an Eligible Employee) who is employed by a Participating Employer pursuant to a contract of employment or appointment for a fixed term shall not be an Eligible Employee.

## SECTION A.25 – PARTIAL DISABILITY

An Employee who has been Totally Disabled throughout the Elimination Period and **then** ~~is unable to then 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, pursuant to Section C.4.3.

## SECTION B.6 – INCREASE AND DECREASE 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 from work 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 a change in salary is a post-disability retroactive adjustment to salary, such increase or decrease will not be taken into account in determining the claimant's disability benefit.**

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

SECTION C.4.3 - PARTIAL DISABILITY

An Employee who has been Totally Disabled throughout the Elimination Period and **then** 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 and be considered Partially Disabled if:

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

To be regarded as Partially Disabled, the Employee's earnings from such paid 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.

The Employee's Benefit will be reduced by:

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

## Regulations of Canon VIII

**Bolded** text is new and ~~strikeout~~ is removed

## REGULATION 1 – DEFINITIONS (EFFECTIVE JANUARY 1, 2013)

The following Definitions are inserted and the remaining Definitions forming Regulation 1 are renumbered accordingly:

1. **“Active Member” means a person who:**
  - a. **is a Member accruing Active Service, or**
  - b. **is a Member who has been granted a leave of absence of one of the following types:**
    - i. **study,**
    - ii. **pregnancy, iii. parental,**
    - iv. **family medical or**
    - v. **any other type of leave required to be granted by the Ontario Employment Standards Act.**
  
8. **“Inactive Member” means a Member who has terminated employment with a Participating Employer and who:**
  - a. **has not received settlement in accordance with Regulation 10.2, and b. is not in receipt of a Pension.**
  
10. **“Member” means a person who is an Active Member, Inactive Member or Retired Member.**
  
14. **“Retired Member” means a Member who is in receipt of a Pension pursuant to Regulation**

## REGULATION 2 – ELIGIBILITY AND MEMBERSHIP

Section 7 is edited to read as follows WITH EFFECT FROM JANUARY 1, 2013

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.~~

Section 8 is edited to read as follows WITH EFFECT FROM JULY 1, 2012

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 Participating Employer shall be required to immediately make all contributions, as defined in Regulation 3, owing up to the specified date. Upon receipt of all required contributions, there shall be no additional contributory consequences imposed on a Participating Employer;**

~~(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.

#### REGULATION 3.2 – CONTRIBUTIONS (EFFECTIVE JANUARY 1, 2013)

The Pension Contributions required from the Member in Active Service shall be ~~4.4%~~ **4.8%** of Salary"

REGULATION 5 – EARLY RETIREMENT (EFFECTIVE JANUARY 1, 2013) Section 2 is edited to read as follows:

#### 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~~ **an Active Member** 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 **Active** Member would have completed thirty-five Years of Contributory Membership, if the Member's Contributory membership in the Plan had continued until that date, 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~~ **an Inactive Member** ~~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.

Section 5 is edited to read as follows:

5. Optional Form of Pensions

- (a) At **the** 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)~~ **7.2(c)** shall be increased from 60% to 100% of the Pension being paid to the Member at the 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)~~ **7.2(c)** shall be increased from 60% to 100% of the pension being paid to the Member at the 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~~ **7**, 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.
- (d) 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(c) of this Regulation~~ **7.2(c)**. 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.

REGULATION 6 – DISABILITY BENEFIT (EFFECTIVE JANUARY 1, 2013)

Section 3 of Regulation 6 deleted in its entirety and will be noted as Reserved:

3. **Reserved**

~~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.~~

A new Section 5 is inserted as follows:

## 5. Inactive Members

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

### REGULATION 7 – LUMP SUM DEATH BENEFIT (EFFECTIVE JANUARY 1, 2013)

The title of the Regulation is changed from “Lump Sum Death Benefit” to “Death Benefit”. Section 1 is edited to read as follows:

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

- (a) On the death of a ~~Member in Active Service~~ **an Active Member**, the Member's Partner, or beneficiary if there is no Partner, is entitled to receive a lump sum payment equal to the commuted value of the benefit accrued by the Member to the date of death.
- (b) In lieu of the lump sum payment described in **section 1(a)** above, the Member's Partner may elect to receive:
  - ~~(i)~~ an immediate annuity in accordance with Regulation 8.1(a) plus a lump sum payment, if any, in accordance with Regulation 8.1(b); or
  - ~~(ii)~~(i) an immediate annuity whose commuted value is equal to the lump sum death benefit under Regulation 7.1(a); or
  - ~~(iii)~~(ii) a deferred annuity whose commuted value is equal to the lump sum death benefit under Regulation 7.1(a); or
  - (iii) if the Active Member had at least five Years of Contributory Membership, a surviving Partner's allowance equal to 60% of the Pension accrued by the Member to date pursuant to Regulation 5.1, plus the excess, if any, of the commuted value described under section 1(a) over the commuted value of the Partner's allowance payable under this section 1(b)(iii).

Section 2 is edited to read as follows:

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

On the death of a **Retired Member** ~~in receipt of a Pension~~,

- (a) if a surviving Partner's allowance is payable pursuant to ~~Regulation 8~~ **section 2(c)**, no lump sum benefit is payable;
- (b) if no surviving Partner's allowance is payable pursuant to ~~Regulation 8~~ **section 2(c)**, 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 **Retired** Member;

- (c) Except as otherwise provided in section 5 of Regulation 5, on the date of the death of a **Retired** 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 **Retired** Member at the date of death.
- (d) If an individual shall become the Partner of a **Retired** Member ~~while the Member is 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 **Retired** Member,

the **Retired** Member may elect within six months after the date the individual becomes a Partner 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(c) of this Regulation.

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

Section 3 is edited as follows:

3. ~~Reserved~~

**Death of an Inactive Member**

- (a) **On the death of an Inactive Member, the Member's Partner, or beneficiary if there is no Partner, is entitled to receive a lump sum payment equal to the commuted value of the benefit accrued by the Member to the date of death.**
- (b) **In lieu of the lump sum payment described in section 3(a), the Member's Partner may elect to receive:**
  - (i) **an immediate annuity whose commuted value is equal to the lump sum death benefit under Regulation 7.3(a); or**

(ii) a deferred annuity whose commuted value is equal to the lump sum death benefit under

Regulation 7.3(a); or

(iii) ~~On the death, prior to retirement pursuant to section 2 of this Regulation, if the of an inactive~~ **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 section 1 of Regulation 5 5.1, plus the excess, if any, of the commuted value described under section 3(a) over the commuted value of the Partner's allowance payable under this section 3(b)(iii).~~

**(c) Reserved**

~~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 section 1 of Regulation 5, plus the excess, if any, of the commuted value described under section 3(a) over the commuted value of the Partner's allowance payable under this section~~

~~3(c).~~

(d) ~~Notwithstanding the foregoing~~ **section 3(b)(iii) of this Regulation**, and subject to section ~~5(d)~~ **3(e)** of this Regulation, the surviving Spouse's allowance, if any, payable on the death of an ~~inactive~~ **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.

(e) Effective January 1, 2000, section ~~5(c)~~ **3(d)** of this Regulation shall not apply if the Inactive Member referred to in section ~~5(c)~~ **3(d)** has, on the date of the **Inactive** 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.

Section 5 (Designation of Beneficiary) is renumbered as Section 6. A new Section 5 is inserted as follows:

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

The surviving Partner's allowance pursuant to sections 1, 2 and 3 of this Regulation shall commence 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.

REGULATION 8 – SURVIVING PARTNERS ALLOWANCE (EFFECTIVE JANUARY 1, 2013) All sections of Regulation 8 are deleted, and this Regulation is noted as “Reserved”. REGULATION 9 – CHILD'S ALLOWANCE (EFFECTIVE JANUARY 1, 2013)

Section 4 is edited as follows:

4. If the Member was ~~inactive~~ an **Inactive Member** at the time of death or retirement, ~~Children's~~

~~allowances shall be determined pursuant to Regulation 11.6.~~ **a Child of the** surviving Partner of the deceased Inactive Member shall be eligible to receive Child's allowances under the same terms and conditions as described in this Regulation, provided that:

- (a) any allowance described in ~~this 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 Child'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~~ **Member ceased to be an Active Member.**
- (b) no Child born or adopted after the ~~Member's Active Service has terminated~~ **Member ceased to be an Active Member** shall be eligible for ~~Children's Child's~~ allowance.

Section 5 is edited as follows:

5. **Payment of ~~Children's~~ Child's Allowance**

~~Children's~~ **Child'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.

Section 6 is edited as follows:

6. General

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

- (a) in which the individual on whose behalf the allowance is payable ceases to be a Child pursuant to Regulation ~~1.4~~ **1.5**, or
- (b) in which the Child dies. Section 7 is edited as follows:

- 7. A Child born or adopted after a Pension has been granted to a Member is not eligible for ~~Children's~~ **Child's** allowance. Section 8 is edited as follows:

8. ~~(a)~~ The total amount of Pension payable on the death of ~~a an~~ **Active** Member ~~in Active Service~~ to a surviving Partner pursuant to Regulation **8 7** and on behalf of ~~Children~~ **Child** 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 **Retired** Member (other than such a **Retired** Member who made an election pursuant to Regulation 5.5) to a surviving Partner pursuant to Regulation **8 7** and on behalf of ~~children~~ a **Child** 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~~ **Child's** allowances paid pursuant to Regulation 9 shall be reduced to the extent necessary to avoid contravening this Regulation 9. REGULATION 10 – TERMINATION OF ACTIVE SERVICE

Section 1 of Regulation 10 ("Termination of Active Service") is edited to read as follows WITH EFFECT FROM JULY 1, 2012

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)~~ (a) 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)~~ (b) if the Member has had at least two years of Continuous Service and does not receive a lump sum settlement under section ~~1(b)~~ 1(a) of this Regulation, the Member shall become an inactive Member of the Plan in accordance with the terms of Regulation 11

Section 1 of Regulation 10 ("Termination Benefit") is edited to read as follows WITH EFFECT FROM JANUARY 1, 2013

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

~~(a) if 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;~~

~~(b) if the Member does not receive a lump sum settlement under section 1(a) of this Regulation, the Member shall become an inactive Member of the Plan in accordance with the terms of Regulation 11.~~

**An Active or Inactive Member shall become eligible for termination benefits as of the date on which the Member makes application to terminate membership in the Plan.**

Section 2 is edited to read as follows: WITH EFFECT FROM JANUARY 1, 2013

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

(i) A retirement savings arrangement; or

(ii) The registered pension plan of a successor employer if the administrator of the successor employer's pension plan agrees to accept the transfer; or

(iii) 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. **Where an Active or Inactive Member makes application to terminate pursuant to section 1 of this Regulation, and where** ~~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.

Section 4 is edited to read as follows: WITH EFFECT FROM JANUARY 1, 2013

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 shall become an Inactive Member** ~~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.

Section 5 is deleted in its entirety and noted as "Reserved". WITH EFFECT FROM JANUARY 1, 2013

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 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 date as of which the Member makes application for benefits under Regulation 5 or under sections 1(a), (b) or 2 of this Regulation.~~

Section 6 of Regulation 10 ("Termination of Active Service") is edited to read as follows WITH EFFECT FROM JULY 1, 2012

**Bold** indicates addition, ~~strikethrough~~ indicates deletion

Section 6 of Regulation 10 ("Termination of Active Service") is edited to read as follows:

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 for which contributions were payable to the Clergy Pension Plan of the Diocese of Montreal; 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.

Section 6 is deleted in its entirety and noted as "Reserved" WITH EFFECT FROM JANUARY 1, 2013

REGULATION 11 – INACTIVE MEMBERS ( WITH EFFECT FROM JANUARY 1, 2013) Regulation 11 is deleted in its entirety and is noted as "Reserved".

REGULATION 13 - LEAVE OF ABSENCE

Section 2 of Regulation 13 ("Leave of Absence") is edited to read as follows WITH EFFECT FROM OCTOBER 1, 2011

2. Except as provided in Regulation 2.5(a), a Member who is granted leave of absence for purposes other than study, ~~or maternity~~ **pregnancy, parental, family medical**

**or any other type of leave required to be excluded by the Ontario Employment Standards Act**, 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.

Section 2 of Regulation 13 ("Leave of Absence") is edited to read as follows ( WITH EFFECT FROM JANUARY 1, 2013)

2. ~~Except as provided in Regulation 2.5(a), a~~**An Active** Member who is granted leave of absence for purposes other than **those identified in section 1(b) of Regulation 1** ~~study, pregnancy, parental, family medical or any other type of leave required to be exclude by the Ontario Employment Standards Act,~~ shall be considered an ~~inactive~~**Member** and benefits will be provided in accordance with Regulation **10 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.~~

REGULATION 15 – GENERAL PROVISIONS (WITH EFFECT FROM JANUARY 1, 2013) Section 5 is edited to read as follows:

5. 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~~ **who has applied for termination benefits** pursuant to Regulation ~~10.1(a) or 10.1(b)~~ **10.1, or who has died;**

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

Section 7 is edited to read as follows:

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

A new Section 11 ("Small Pensions") is inserted as follows:

#### **11. Small Pensions**

In the event of the termination ~~of Active Service~~ **or retirement of an Active Member or an Inactive Member, where the annual amount of the Member's accrued Pension is less than 4% of the Y.M.P.E., or**

**if the commuted value of the accrued Pension is less than 20% of the Y.M.P.E, or such other limit prescribed under Applicable Pension Legislation**, the Member shall receive a lump sum payment equal to the greater of:

- (a) The Member's Contributions pursuant to Regulation 3.2, together with Interest, or
- (b) The commuted value of the accrued Pension.
- ~~(b) If the Member does not receive a lump sum settlement under section 1(a) of this Regulation, the Members shall become an inactive Member of the Plan in accordance with the terms of Regulation 11.~~

#### REGULATION 16 - ADMINISTRATION

Section 4(g) is edited to read as follows:

- 4. Each Participating Employer shall inform the Executive Director within 30 days of:
  - g) a change in the number of ~~Children~~ **children** of a Member

#### REGULATION 17 - AMENDMENTS AND TERMINATION OF THE PLAN (WITH EFFECT FROM JANUARY 1, 2013)

Section 2 is edited to read as follows

- 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~~, **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

#### REGULATION 19 - COMPLIANCE WITH QUEBEC SUPPLEMENTAL PENSION PLANS ACT (WITH EFFECT FROM JANUARY 1, 2013)

Section 1 is edited to read as follows:

##### 1. Application

- (a) ~~Regulations 19.2 and 19.3 apply~~ applies only to Members ~~whose Active Service terminates who~~ **cease to be Active Members** on or after January 1, 2001, and whose last employment by a Participating Employer was in the Province of Quebec.



- (b) Regulation 19.4 applies 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.

Section 2 (Immediate Vesting) is deleted and is noted as "Reserved".

- ~~(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).~~

Section 3 is edited to read as follows:

### 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 **the Member ceased to be an Active Member** 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 **the Member ceased to be an Active Member** 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 **the Member ceased to be an Active Member** 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 **the Member ceased to be an Active Member** 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~~ **the Member ceased to be an Active Member** 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.

REGULATION 20 - DIOCESE OF MONTREAL (WITH EFFECT FROM JANUARY 1, 2013) Section 2 is edited to read as follows:

2. Early Retirement

Section 2 of Regulation 5 ("Retirement Benefit") is replaced with the following:

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

- (a) if the Member was ~~an in Active Service~~ **Member** immediately prior to retirement, by one quarter 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. Notwithstanding the above, if the Member has completed thirty-five Years of Contributory Membership on the Member's early retirement date, there will be no reduction in the amount of Pension Benefit payable.
- (b) if the Member's ~~Active Service had terminated in accordance with Regulation 10.1(c)~~ **was an Inactive Member** prior to retirement and the Member 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. Section 3 of

Regulation 20 ("Diocese of Montreal") is edited to read as follows:

3. Death of ~~a Member in Active Service~~ **an Active Member**

Section 1 of Regulation 7 ("~~Lump Sum~~ Death Benefit") is replaced with the following:

- (a) On the death of ~~a Member in Active Service~~ **an Active Member** before Normal Retirement Date, the Member's Partner, or beneficiary if there is no partner, shall receive a lump sum settlement equal to the **commuted** value of the benefits accrued by the Member to the date of death.
- (b) **On the death of an Active Member who has reached Normal Retirement Date, the surviving Partner of the Member shall receive a surviving Partner's allowance, the value of which is the greater of:**
  - a. **The commuted value of the surviving Partner's allowance to which the Partner would have been entitled pursuant to section 5 of this Regulation 20 if the payment of the Member's Pension had commenced the day preceding the Member's death, and**

- b. **The commuted value of the lump sum settlement calculated in accordance with the terms of Regulation 20.3(a).**

**If the Member does not have a Partner on the date of death of the Member, the Member's beneficiary or estate will receive the lump sum settlement calculated in accordance with the terms of Regulation 20.3(a).**

Section 4 (Surviving Partner's Allowance in Respect of the Death of a Member in Active Service after Normal Retirement Date) is deleted and this Section is noted as "Reserved".

~~Section 1 of Regulation 8 ("Surviving Partners' Allowance") is replaced with the following:~~

~~(a) On the death of a Member in Active Service who has reached Normal Retirement Date, the surviving~~

~~Partner of the Member shall receive a surviving Partner's allowance, the value of which is the greater of:~~

~~(i) The value of the surviving Partner's allowance to which the Partner would have been entitled pursuant to section 5 (a) of this Regulation 20 if the payment of the Member's Pension had commenced the day preceding the Member's death, and~~

~~(ii) The value of the lump sum settlement calculated in accordance with the terms of Regulation 20.3~~

~~(b) If the Member does not have a Partner on the date of death of the Member, the Member's beneficiary or estate will receive the lump sum settlement calculated in accordance with the terms of Regulation 20.3.~~

Section 5 is edited to read as follows:

#### 5. Death of a **Retired** Member ~~in Receipt of Pension~~

**Section 5(d) of Regulation 5 does not apply.** Sections 2(c) and 2(d) of Regulation 8 (~~"Surviving Partners' Allowance"~~) **7("Death Benefit")** is replaced with the following **section (c)**:

~~(a)~~**(c)** Except as otherwise provided in section 5 of Regulation 5, on the date of 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 66-2/3% of the Pension being paid to the Member at date of death.

Notwithstanding the above, the Surviving Partner's allowance in respect of Pensions in payment as of January 1, 2006 is provided in Schedule B.

~~(b)~~ If the Member does not have a Partner on the date of death of the Member, the Member's beneficiary or estate will receive the excess of:

~~(i) the Member's contributions with interest to the date of the Member's death, over~~

~~(ii) the total Pension payments made to the Member.~~

Section 6 is edited to read as follows:

#### 6. Lump Sum Death Benefit for Inactive Members

Section 43 of Regulation 11 (~~“Inactive Members”~~) **7 (“Death Benefit”)** is replaced with the following:

In the event of the death of

- (a) an ~~inactive~~ Member; or
- (b) the surviving Partner of a deceased ~~inactive~~ Member,

~~who is not in receipt of a Pension~~, the lump sum death benefit will be calculated in accordance with the terms of this Regulation 20.3.

Section 7 (Surviving Partner’s Allowance for Inactive Members) is deleted and noted as “Reserved”.

7. Section 5 of Regulation 11 (~~“Inactive Members”~~) is replaced with the following:

~~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 20.5.~~

**The Following Regulations were amended after the Council of General Synod approved the restated Regulations of Canon VIII in November 2012.**

REGULATION 17 - AMENDMENTS AND TERMINATION OF THE PLAN (WITH EFFECT FROM JANUARY 2013)

Section 1 is edited to read as follows:

1. **Subject to Applicable Pension Legislation**, ~~No amendment to the Plan shall~~ **may be amended to** 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 sufficiency of the Plan’s Contributions; 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.~~

Section 10 is deleted in its entirety and marked “Reserved”:

10. **Reserved**  
**~~Non-Reduction of Pensions~~**

~~The pension benefit provided under this Regulation 20 may not be reduced.~~

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**GENERAL SYNOD PENSION PLAN REGULATIONS**

Restated

Effective January 1, 2013

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## 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 Member" means a person who:
2.
  - (a) is a Member accruing Active Service, or
  - (b) is a Member who has been granted a leave of absence of one of the following types:
    - (i) study,
    - (ii) pregnancy,
    - (iii) parental,
    - (iv) family medical or
    - (v) any other type of leave required to be granted by the Ontario Employment Standards Act.
  - (c) is a Member who is not in Active Service but who continues to provide service to a Participating Employer;
3. "**Active Service**" refers to the service of any Member with respect to which Contributions are made pursuant to Regulation 3;
4. "**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;
5. "**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;
6. "**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;
7. "**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;

8. **"Contributions"** means the contributions required pursuant to Regulation 3;
9. **"Inactive Member"** means a Member who has terminated employment with a Participating Employer and who:
  - (a) has not received settlement in accordance with Regulation 10.2, and
  - (b) is not in receipt of a Pension.
10. **"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;
11. **"Member"** means a person who is an Active Member, Inactive Member or Retired Member.
12. **"Normal Retirement Date"** means the first day of the month next following or coincident with the Member's sixty-fifth birthday or following completion of forty Years of Contributory Membership, whichever is earlier;
13. **"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 a Spouse, is living with the Member in a relationship (herein called a "Cohabitational Relationship") which is of a conjugal nature, and if not married to the Member, which
    - (i) has been continuous for a period of at least one year, 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 hereinunder 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".**

14. "**Pension**" means any payment of benefits made under the terms of the Plan;
15. "**Plan**" means the General Synod Pension Plan as governed by Canon VIII and these Regulations;
16. "**Retired Member**" means a Member who is in receipt of a Pension pursuant to Regulation 5.
17. "**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 Participating Employer to be the value of housing, not included above and provided that any increase in the amount determined by a Participating Employer to be the value of housing, is subject to approval by the Pension Committee
  - (d) Should the Administrator determine, that it is reasonable to expect that the total contributions to be paid in that year pursuant to Regulation 3 based on "Salary" as defined herein will 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.
18. "**Y.M.P.E.**" means the Year's Maximum Pensionable Earnings as defined in the Canada Pension Plan;
19. "**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

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.
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.
- 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.
  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 Participating Employer shall be required to immediately make all contributions, as defined in Regulation 3, owing up to the specified date. Upon receipt of all required contributions, there shall be no additional contributory consequences imposed on a Participating Employer;
    - (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

1. The Contributions required from each Participating Employer shall be as follows for all Members in Active Service:
  - (i) Effective January 1, 2004: 10% of Salary (ii)
  - Effective January 1, 2005: 8.3% of Salary (iii)
  - Effective January 1, 2006: 9.0% of Salary (iv)
  - Effective January 1, 2007: 10% of Salary (v)
  - Effective January 1, 2010: 11.2% of Salary (vi)
  - Effective January 1, 2011: 12.4% of Salary
2. The Pension Contributions required from the Member in Active Service shall be 4.8% 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 in respect of a Member after the December 31 coincident with or next following the Member's attainment of the age of seventy-one years or such other date as may be prescribed by Applicable Pension Legislation.

## **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, or who is in receipt of disability benefits from the Long Term Disability Plan or the Long Term Disability Plan Pre-2005, 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 31st coincident with or next following the Member's attainment of the age of seventy-one years or such other date as may be prescribed by Applicable Pension Legislation.

## 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 2009	-	2.0%
2010 and later	-	1.8%

- (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 Council of General Synod 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 an Active Member 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 Active Member would have completed thirty-five Years of Contributory Membership, if the Member's Contributory membership in the Plan had continued until that date,

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 an Inactive Member 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 the 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 7.2(c) 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 7.2(c) 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 7, 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.
- (d) 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(c) 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.

#### **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, and 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, and subject to the following paragraph (d), the Member's annual Salary during the period of disability shall be deemed to be equal to the annual Salary of the Member immediately preceding the date on which the disability commenced, as determined by the participating employer;
- (d) for purposes of this Regulation 6, Salary does not include any increase in compensation attributable to a Member's temporary assignment for a period not exceeding 12 months to a position other than the Member's normal occupation.

### 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. Reserved**

### **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).

### **5. Inactive Members**

No disability benefit shall be payable to an Inactive Member.

## **7. DEATH BENEFIT**

### **1. Death of an Active Member**

- (a) On the death of an Active Member, the Member's Partner, or beneficiary if there is no Partner, is entitled to receive a lump sum payment equal to the commuted value of the benefit accrued by the Member to the date of death.
- (b) In lieu of the lump sum payment described in section 1(a) above, the Member's Partner may elect to receive:
  - (i) an immediate annuity whose commuted value is equal to the lump sum death benefit under Regulation 7.1(a); or
  - (ii) a deferred annuity whose commuted value is equal to the lump sum death benefit under Regulation 7.1(a); or
  - (iii) if the Active Member had at least five Years of Contributory Membership, a surviving Partner's allowance equal to 60% of the Pension accrued by the Member to December 31, 2012 pursuant to Regulation 5.1, plus the excess, if any, of the commuted value described under section 1(a) over the commuted value of the Partner's allowance payable under this section 1(b)(iii).

### **2. Death of a Retired Member**

On the death of a Retired Member,

- (a) if a surviving Partner's allowance is payable pursuant to section 2(c), no lump sum benefit is payable;
- (b) if no surviving Partner's allowance is payable pursuant to section 2(c), 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 Retired Member.
- (c) Except as otherwise provided in section 5 of Regulation 5, on the date of the death of a Retired Member, 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 Retired Member at the date of death.
- (d) If an individual shall become the Partner of a Retired Member while the Member is in receipt of a Pension, 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 Retired Member may elect within six months after the date the individual becomes a Partner 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(c) of this Regulation.

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

### **3. Death of an Inactive Member**

- (a) On the death of an Inactive Member, the Member's Partner, or beneficiary if there is no Partner, is entitled to receive a lump sum payment equal to the commuted value of the benefit accrued by the Member to the date of death.
- (b) In lieu of the lump sum payment described above, the Member's Partner may elect to receive:
  - (i) an immediate annuity whose commuted value is equal to the lump sum death benefit under Regulation 7.3(a); or
  - (ii) a deferred annuity whose commuted value is equal to the lump sum death benefit under Regulation 7.3(a).
- (c) On the death of an Inactive Member who had at least five Years of Contributory Membership, the surviving Partner of such Inactive Member shall receive a surviving Partner's allowance equal to 60% of the Pension accrued by the Member to December 31, 2012 pursuant to section 1 of Regulation 5, plus the excess, if any, of the commuted value described under section 1(a) over the commuted value of the Partner's allowance payable under this section 1(b)(iii).
- (d) Notwithstanding section 3(c) of this Regulation, and subject to section 3(e) 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.
- (e) Effective January 1, 2000, section 3(d) of this Regulation shall not apply if the Inactive Member referred to in section 3(d) has, on the date of the

Inactive 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.

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

The surviving Partner's allowance pursuant to sections 1, 2 and 3 of this Regulation shall commence 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.

#### **6. Designation of Beneficiary**

- (a) A Member may, by written notice to the 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.

8. Reserved

## 9. CHILD'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 an Inactive Member at the time of death or retirement, the surviving Partner of the deceased Inactive Member shall be eligible to receive Child's allowances under the same terms and conditions as described in this Regulation, provided that:
  - (a) any allowance described in this Regulation 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 Child'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 ceased to be an Active Member.
  - (b) no Child born or adopted after the Member ceased to be an Active Member shall be eligible for Child's allowance.

### 5. Payment of Child's Allowance

Child'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

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



- (a) in which the individual on whose behalf the allowance is payable ceases to be a Child pursuant to Regulation 1.5, or
  - (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 Child'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 Child 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 a Child pursuant to Regulation 9 shall not exceed the amount of Pension being paid to the Member immediately prior to death; and, where necessary, the Child'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 Pension, 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. An Active or Inactive Member shall become eligible for termination benefits as of the date on which the Member makes application to terminate membership in the Plan.
2. Where an Active or Inactive Member makes an application pursuant to section 1 of this Regulation, if the Member is not eligible to retire pursuant to Regulation 4 the Member 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. Where an Active or Inactive Member makes an application to terminate pursuant to section 1 of this Regulation, and where settlement is made under section 2 of this Regulation, the Member's membership in this Plan shall cease and no further benefits shall be payable hereunder.
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 shall become an Inactive Member in the event the Member subsequently ceases to be employed either by such an employer or by any Participating Employer.
5. **Reserved**
6. **Reserved**

11.RESERVED

## 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. An Active Member who is granted leave of absence for purposes other than those identified in section 1(b) of Regulation 1, shall be considered an Inactive Member and benefits will be provided 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)**

1. Subject to Regulation 14.7, 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.
7. No additional contributions may be made pursuant to this Regulation 14 on or after January 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 who has applied for termination benefits pursuant to Regulation 10.1;

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 Cohabitational Relationship**

Any variation in the payment of a Pension subsequent to the breakdown of a Marriage or a 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, 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 Child'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. Minimum Funding Requirements**

In the event that the Contributions payable pursuant to Regulation 3 are insufficient to satisfy the minimum funding requirements in accordance with Applicable Pension Legislation, the Plan shall be amended to restore the sufficiency of the Contributions.

#### **11. Small Pensions**

In the event of the termination or retirement of an Active Member or an Inactive Member, where the annual amount of the Member's accrued Pension is less than 4% of the Y.M.P.E., or if the commuted value of the accrued Pension is less than 20% of the Y.M.P.E, or such other limit prescribed under Applicable Pension Legislation, the Member shall receive a lump sum payment equal to the greater of:

- (a) The Member's Contributions pursuant to Regulation 3.2, together with Interest, or
- (b) The commuted value of the accrued Pension.

## 16. ADMINISTRATION

1. All applications for membership or Pension shall be made in writing to the Executive Director on forms prescribed by the 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.
4. Each Participating Employer shall inform the 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.
5. Each Participating Employer shall inform the 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 sufficiency of the Plan's Contributions; 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.
3. On full or partial termination of the Plan and subject to Applicable Pension Legislation, the provisions under Section 2 of Regulation 5 do not apply and are replaced with the following:

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 5 but reduced to be the actuarial equivalent of the amount of annual Pension payable at the Member's Normal Retirement Date. The basis for the actuarial equivalent shall be determined by the Trustees on the advice of the Actuary.

## 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 19.3 applies only to Members who cease to be Active Members on or after January 1, 2001, and whose last employment by a Participating Employer was in the Province of Quebec.
- (b) 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. Reserved**

### **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 the Member ceases to be an Active Member 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 the Member ceases to be an Active Member 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 the Member ceases to be an Active Member to the month ten years prior to the Member's Normal Retirement Date and
  - (ii) 2% per annum compounded annually from the month the Member ceases to be an Active Member 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 the Member ceases to be an Active Member 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.

## **20. DIOCESE OF MONTREAL**

### **1. Application**

- (a) Regulation 20 applies only in respect of:
  - (i) Members who were members of the Clergy Pension Plan of the Diocese of Montreal on December 31, 2005; and
  - (ii) service while a Member of the Clergy Pension Plan of the Diocese of Montreal prior to January 1, 2006.
- (b) The applicable provisions of this Regulation take precedence over any other provisions of the Plan that would otherwise be applicable in respect of the benefits earned by the Members defined in 20.1(a)(i) for service described in Regulation 20.1(a)(ii).

### **2. Early Retirement**

Section 2 of Regulation 5 ("Retirement Benefit") is replaced with the following:

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

- (a) if the Member was an Active Member immediately prior to retirement, by one quarter 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. Notwithstanding the above, if the Member has completed thirty-five Years of Contributory Membership on the Member's early retirement date, there will be no reduction in the amount of Pension benefit payable.
- (b) if the Member was an Inactive Member prior to retirement and the Member 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. Death of an Active Member**

Section 1 of Regulation 7 ("Death Benefit") is replaced with the following:

- (a) On the death of an Active Member before Normal Retirement Date, the Member's Partner, or beneficiary if there is no partner, shall receive a lump sum settlement equal to the commuted value of the benefits accrued by the Member to the date of death.
- (b) On the death of an Active Member who has reached Normal Retirement Date, the surviving Partner of the Member shall receive a surviving Partner's allowance, the value of which is the greater of:

- a. The commuted value of the surviving Partner's allowance to which the Partner would have been entitled pursuant to section 5 of this Regulation 20 if the payment of the Member's Pension had commenced the day preceding the Member's death, and
- b. The commuted value of the lump sum settlement calculated in accordance with the terms of Regulation 20.3(a).

If the Member does not have a Partner on the date of death of the Member, the Member's beneficiary or estate will receive the lump sum settlement calculated in accordance with the terms of Regulation 20.3(a).

**4. Reserved**

**5. Death of a Retired Member**

Sections 2(c), 2(d) and 2(e) of Regulation 7 ("Death Benefits") is replaced with the following section (c):

- (c) Except as otherwise provided in section 5 of Regulation 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 66- $\frac{2}{3}$ % of the Pension being paid to the Member at date of death.

Notwithstanding the above, the Surviving Partners' allowance in respect of Pensions in payment as of January 1, 2006 is provided in Schedule B.

**6. Lump Sum Death Benefit for Inactive Members**

Section 3 of Regulation 7 ("Death Benefits") is replaced with the following: In the event of the death of

- (a) an Inactive Member; or
- (b) the surviving Partner of a deceased Inactive Member,

the lump sum death benefit will be calculated in accordance with the terms of this Regulation 20.3.

**7. Reserved**

**8. Retirement Benefit**

The amount of annual Pension payable, in respect of service under this Regulation 20 as of January 1, 2006, is provided in Schedule B. This Pension is the amount of Pension currently in pay or, in respect of Members who have not commenced their Pension, the amount of annual Pension payable at the Member's Normal Retirement Date.

The amount of annual Pension in respect of Members who have not commenced their Pension as of January 1, 2006, shall be calculated according to the form of Pension described in section 5(a) of this Regulation 20 and adjusted upon retirement to correspond to the actuarial equivalent of the Pension payable according to the form of Pension described in section 2 (a) of Regulation 8.

**9. Lump Sum Transfer**

The Clergy Pension Plan of the Diocese of Montreal will transfer an amount into the Plan to provide the benefits under Regulation 20. The amount of the transfer will be calculated in accordance with a basis determined by the Trustees on the advice of the Actuary.

**10. Non Reduction of Pensions**

The Pension benefits provided under this Regulation 20 may not be reduced.

**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 2009	-	2.0%
2010 and later	-	1.8%

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

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

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

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

or

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

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

4. The amount determined as of December 31, 1993 in accordance with Regulation 5.1 with respect to a Member in Active Service as of that date shall be increased by 3%.
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

(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.

- 8. The amount determined as of December 31, 2006 in accordance with Regulation 5.1 with respect to a Member in Active Service as of July 1, 2007 shall be increased by 4.5%.

## **SCHEDULE B Diocese**

### **of Montreal**

This Schedule B provides the details of the retirement pension referred to in Section 2, Section 5 and Section 8 of Regulation 20. This Schedule provides the formulae for the retirement pensions transferred from the Clergy Pension Plan of the Diocese of Montreal as determined by the administrator for the Clergy Pension Plan of the Diocese of Montreal at the time these benefits were transferred into the General Synod Pension Plan based on whether the Member or beneficiary was active, suspended, deferred vested, retired or a surviving partner in the Clergy Pension Plan of the Diocese of Montreal as of December 31, 2005. The retirement pension described in this Schedule B replaces, as applicable, the normal retirement pension described in Regulation 5.1 in respect of benefits earned by the Members defined in Regulation 20.1(a)(i) and for service described in Regulation 20.1(a)(ii).

#### **1. Active and Suspended Members**

(a) The annual retirement pension for a Member who was an active or suspended member as of December 31, 2005 is calculated as the sum of:

- i) \$710.00 for each year of service credited in the Clergy Pension Plan of the Diocese of Montreal prior to January 1, 2000; plus
- ii) \$873.00 for each year of service credited in the Clergy Pension Plan of the Diocese of Montreal after December 31, 1999 and prior to January 1, 2006.

The annual retirement pension is subject to a minimum annual pension of \$2,300 for members who joined the Clergy Pension Plan of the Diocese of Montreal Plan prior to May 1, 1982.

(b) Suspended members are defined to be members who satisfy all of the following conditions:

- i) members who terminated membership under the Clergy Pension Plan of the Diocese of Montreal and joined the General Synod Pension Plan prior to January 1, 2006; and
- ii) the member had not transferred their pension entitlements out of the Clergy Pension Plan of the Diocese of Montreal; and
- iii) the member was a Member in Active Service of the General Synod Pension Plan on January 1, 2006.



## **2. Deferred Vested Members**

The annual retirement pension for a member who was a deferred vested member as of December 31, 2005 is calculated as the sum of:

- a) \$710.00 for each year of service credited in the Clergy Pension Plan of the Diocese of Montreal prior to January 1, 2000; plus
- b) \$873.00 for each year of service credited in the Clergy Pension Plan of the Diocese of Montreal after December 31, 1999 and prior to January 1, 2006; plus
- c) the additional pension for service prior to January 1, 1990, if any, which is determined such that the commuted value, as at December 31, 2005, of the pension for service prior to January 1, 1990, is at least equal to the required personal assessments made by the member to the Clergy Pension Plan of the Diocese of Montreal prior to January 1, 1990 including credited interest to the December 31, 2005; plus
- d) the amount, if any, of the additional pension having a commuted value equal to the excess of:
  - (i) the required personal assessments made to the Clergy Pension Plan of the Diocese of Montreal on or after January 1, 1990 including credited interest to December 31, 2005, over
  - (ii) 50% of the commuted value of the benefit granted for service in the Clergy Pension Plan of the Diocese of Montreal on and after January 1, 1990 and before January 1, 2006 together with the other benefits accrued or granted on and after January 1, 1990 and before January 1, 2006 under the Clergy Pension Plan of the Diocese of Montreal,

plus interest credited on this excess at the rate under section 5 of Regulation 19 from December 31, 2005 to the Member's retirement date.

The annual retirement pension is subject to a minimum annual pension of \$2,300 for members who joined the Clergy Pension Plan of the Diocese of Montreal Plan prior to May 1, 1982.

## **3. Active, Suspended or Deferred Vested Member who was a Bishop**

An active, suspended or deferred vested member who is or was a Bishop whilst in service under the Clergy Pension Plan of the Diocese of Montreal, is entitled to an additional annual retirement pension over and above the annual retirement pension described above. The amount of this additional annual retirement

pension is equal to the sum of:

- a) \$710.00 for each year of service credited in the Clergy Pension Plan of the Diocese of Montreal prior to January 1, 2000 during which period such member served as a Bishop in the Diocese of Montreal; plus
- b) \$873.00 for each year of service credited in the Clergy Pension Plan of the Diocese of Montreal after December 31, 1999 and prior to January 1, 2006 during which period such member served as a Bishop in the Diocese of Montreal.

**4. Retired Members and Surviving Partners**

The annual pension entitlement for a member who was a retired member as of December 31, 2005, or for a surviving partner as of that date, is as determined under the Clergy Pension Plan of the Diocese of Montreal. The amounts of annual pension were determined in accordance with the terms of the Clergy Pension Plan of the Diocese of Montreal in effect on December 31, 2005 and the form of pension elected by the retired member upon their retirement originally from the Clergy Pension Plan of the Diocese of Montreal.

## LAY RETIREMENT PLAN REGULATIONS

**Bold** indicates addition, ~~strikethrough~~ indicates deletion

## REGULATION 2 – ELIGIBILITY AND MEMBERSHIP

Section 4 of Regulation 2 (“Eligibility and Membership”) is edited to read as follows:

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 Participating Employer shall be required to immediately make all contributions, as defined in Regulation 3, owing up to the specified date. Upon receipt of all required contributions, there shall be no additional contributory consequences imposed on a Participating Employer; and**
  - ~~(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.

## REGULATION 8 – TERMINATION OF ACTIVE SERVICE

Section 1 of Regulation 8 (“Termination of Active Service”) is deleted in its entirety and replaced with the following:

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; **and**

**(d) if the Applicable Pension Legislation of a Member's province of employment, immediately prior to the Member's termination of Active Service, requires immediate vesting, then section 1(a) of this Regulation does not apply and sections 1(b) and 1(c) apply with no reference to two years of Continuous Service.**

Section 5 of Regulation 8 ("Termination of Active Service") is deleted in its entirety and replaced with the following:

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 General Synod Pension 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.~~

**Section 6 of Regulation 8 ("Termination of active service") is added as follows:**

6. **A Member's Active Service terminates on the date as of which the Member makes application for benefits under Regulation 5 or this Regulation 8.**

**LONG TERM DISABILITY PLAN PRE-2005**

Transfer of liability

To approve the purchase of an insured contract to pay the monthly benefits to the LTD Plan Pre-2005 claimants and implementation at the time to be determined by the Central Advisory Group of the Pension Committee.

***Bolded text is new***

Section A.15 - The Fund

**A.15 Fund**

The fund maintained in accordance with Section F of the Plan, **including any benefits funded through an insured annuity contract.**

A new Section G.6 is added as follows:

**G.6 Benefit Purchase**

**G.6.1 The Pension Committee, at its sole discretion, may purchase benefits payable from the Plan from an insurance company licensed to transact insurance and annuity business in Canada, provided that the terms and conditions of the purchase are at least as favourable as the terms and conditions of the Plan.**

**G.6.2 Once such a transaction occurs, the Administrator will continue to work with the insurance company to manage the claimants, as necessary.**

## Legal Enactments of the 2013 General Synod

### A. Declaration of Principles

1. Adopted *on second reading* amendments to Sections 3, 4 and 5 of the Declaration of Principles, regarding membership in General Synod.

***See Act 12, Minutes, page 8***

### B. Constitution

1. Adopted amendments to the Constitution to change references in the Constitution.

***See Act 13, Minutes page 9***

2. Adopted an amendment to Section 39 of the Constitution regarding Standing Committees and Coordinating Committees.

***See Act 18, Minutes page 20***

3. Adopted amendments to Sections 8 and 9 of the Constitution regarding the basis for determining the number of clerical and lay members of General Synod from each diocese, to come into effect upon General Synod giving second reading to 2010 Resolution A019 R1.

***See Act 23, Minutes page 27***

4. Adopted amendments to Section 39B a) ii and 39B a) vi) of the Constitution regarding the division of Partners in Mission and Eco Justice Committee and the confirmation of the Terms of Reference for the Partners in Mission and the Public Witness for Social and Ecological Justice Committees.

***See Act. 19, Minutes page 23***

### C. Rules of Order and Procedure

### D. Canons

1. Adopted an amendment to Canon XIX to include forms for the reinstatement or restoration of the exercise of ministry in the Anglican Church of Canada.

***See Act 15, Minutes page 11***

2. Adopted an amendment to Canon XXII National Indigenous Ministry to make provision for the future selection of members of the Sacred Circle, the Anglican Council of Indigenous Peoples, and the National Indigenous Anglican Bishop.

***See Act 16, Minutes page 13***

3. Enacted Canon XXIII The Bishop Ordinary to the Canadian Forces to make provision for the election of the Bishop Ordinary to the Canadian Forces.

***See Act 17, Minutes page 17***

4. Adopted amendments to Canon XII, Continuing Education Plan and the regulations.

***See Act 29, Minutes page 36***

5. Adopted amendments to the Long Term Disability Plan.

***See Act 30, Minutes page 37***

6. Adopted amendments to the Regulations of Canon IX, Lay Retirement Plan.

***See Act 31, Minutes page 37***

7. Adopted amendments to the Long Term Disability Plan Pre-2005.

***See Act 32, Minutes page 38***

8. Adopted amendments to the Regulations of Canon VIII.

***See Act 41, Minutes page 44***

## **E. The Appendices**

1. Confirmed the adoption of changes made by the Council of General Synod to the terms of reference of standing committees.

***See Act 14, Minutes page 10***

## ACTS OF THE 2013 GENERAL SYNOD

1. Declared the 40<sup>th</sup> session of General Synod to be constituted.
2. Adopted Draft Agenda #6.2
3. Adopted the minutes of the 39<sup>th</sup> Session of the General Synod
4. Received Notices of Motion and Memorials printed in the Convening Circular.
5. Extended the Courtesies of the General Synod to Partners, Visitors, Directors of General Synod.
6. Received the Reports printed in the Convening Circular
7. Agreed that the Nominating Committee be responsible for arranging balloting and appointing scrutineers in any election where such is required.
8. Suspended the Rules of Order to permit the No Debate List Procedure printed in the Convening Circular to be used at this Synod.
9. Directed that all resolutions adopted by this session of General Synod, that involve the spending of money and for which the necessary financial resources have not been identified in the motion or are not included in the budget of General Synod, be referred to a group comprised of the Primate, the Prolocutor and the General Secretary.
10. Elected The Ven. Dr. Harry Huskins Prolocutor of General Synod
11. Elected Ms. Cynthia Haines-Turner Deputy Prolocutor
12. Adopted *on second reading* amendments to sections 3, 4 and 5 of the Declaration of Principles to remove duplication between the Declaration of Principles and the Constitution (or the Rules of Order).
13. Adopted changes to References in the Constitution.
14. Adopted changes to the Terms of References of Standing Committees.
15. Amended Canon XIX *Relinquishment or Abandonment of the Ministry*, to include forms for the reinstatement or restoration of the exercise of ministry in the Anglican Church of Canada
16. Adopted an amendment to Canon XXII *The National Indigenous Ministry*, to incorporate decisions made by the Anglican Council of Indigenous Peoples.
17. Enacted Canon XXIII *The Bishop Ordinary to the Canadian Forces* including consequential amendments to the Constitution, Canon III and the Handbook.
18. Amended Section 39 of the Constitution related to the Standing Committees and Coordinating Committees of General Synod.
19. Amended Section 39B of the Constitution to separate the Partners in Mission Committee and confirmed the Terms of Reference for the Partners in Mission and the Public Witness for Social and Ecological Justice Committees.
20. Elected the members of the Council of General Synod 2013-2016



21. Adopted the Report of the Nominating Committee – Standing Committee and Coordinating Committees.
22. Received the report of the Structures Working Group entitled *Embodying God's Call* and commended it to the Council of General Synod as a guiding document in moving forward with structural renewal.
23. Amended Sections 8 and 9 of the Constitution – Number of Clerical and Lay Members of General Synod
24. Requested the conversation about the proposed Covenant of the Anglican Communion continue; the Anglican Communion Working Group monitor developments regarding same and report to Council of General Synod at the Spring 2016 meeting; direct Council of General Synod bring a recommendation regarding adoption of the Covenant to General Synod 2016.
25. Invited Anglicans to observe the seventh Sunday of Easter as Jerusalem Sunday.
26. Strengthened the commitment of General Synod to the pursuit of peace and justice in Palestine and Israel; recognized the legitimate corporations, rights and needs of both Israelis and Palestinians, reaffirmed existing commitments; committed to communicating the established policy of the Anglican Church of Canada to Canadian Anglicans and government and committed to act together with the ELCIC and other ecumenical partners.
27. Approved the audited Financial Statements of the General Synod of the Anglican Church of Canada (ACC), the ACC Consolidated Trust Fund and the ACC Resolution Corporation for the fiscal year ended as at December 31, 2012
28. Approved the appointment of the chartered accounting firm of Ernst & Young LLP as the auditors for the General Synod of the Anglican Church of Canada (ACC), the ACC Consolidated Trust Fund and the ACC Resolution Corporation for the 2013 financial year.
29. Approved amendments to Canon XII, *Continuing Education Plan* and the regulations
30. Approved amendments to the Long Term Disability Plan
31. Approved amendments to the Regulations of Canon IX, *Lay Retirement Plan*.
32. Approved amendments to the Long Term Disability Plan Pre-2005.
33. Received the *Final Report of the Primate's Commission on Theological Education and Formation for Presbyterial Ministry*; adopted and commended to dioceses for implementation *Competencies for Theological Education for Ordination to the Priesthood in the Anglican Church of Canada*; directed the Primate to support implementation by dioceses and to report to the Council of General Synod; and, directed the Council of General Synod to build on the work of the Commission and undertake recommendations.
34. Received the *Jerusalem Report* of the Anglican Lutheran International Commission and referred it to the Joint Anglican Lutheran Commission to coordinate a process of study and response.

35. Received the document *The Church: Towards a Common Vision*, extended its appreciation to those who contributed to the development of the document, directed the General Secretary to circulate the text to bishops, diocesan ecumenical officers and theological faculties and directed the Council of General Synod to draft an official response by June 30, 2015.
36. Approved that General Synod assist the Dioceses in aiding parishes in the living out of a commitment to the 5<sup>th</sup> Mark of Mission.
37. Approved the addition of a ninth question in the Baptismal Covenant Inquiry.
38. Directed the Council of General Synod to prepare and present a motion to General Synod 2016 to change Canon XXI on Marriage.
39. Affirmed and supported the continued work of the Joint Anglican Lutheran Commission and delegated to the Council of General Synod the decisions on behalf of the Anglican Church of Canada about its size and membership.
40. Gave its concurrence to the division of the Diocese of Keewatin so that the area defined as Northern Ontario Region by the Constitution of the Diocese of Keewatin may become a separate diocese.
41. Approved amendments to the Regulations of Canon VIII, *General Synod Pension and Benefits Plans*.
42. Motion of Thanks.