

**LUTHERAN CHURCH-CANADA AND THE COLLEGES OF APPLIED ARTS AND  
TECHNOLOGY PENSION PLAN**

**EMPLOYER AGENCY AGREEMENT**

This Agreement made as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

BETWEEN:

LUTHERAN CHURCH-CANADA

(hereinafter referred to as the "Agent")

OF THE FIRST PART

and

\_\_\_\_\_  
(hereinafter referred to as the "Employer")

OF THE SECOND PART

The Agent has, on behalf of various Member Congregations and Eligible Synodical Family Members previously participating in the Lutheran Church-Canada Pension Plan (the "LCC Pension Plan") as participating employers (hereinafter referred to as "LCC Participating Employers"), entered into a master participation agreement with the sponsor and administrator (hereinafter referred to as the "Administrator") of the Colleges of Applied Arts and Technology Pension Plan (hereinafter referred to as the "CAAT Plan");

The Employer wishes that its employees participate in the CAAT Plan as Members of the CAAT Plan on the same terms and conditions as other LCC Participating Employers upon approval by the Administrator on that basis;;

The Agent has agreed to assist the Administrator by collecting from the LCC Participating Employers relevant member information, contributions and other data necessary to administer the CAAT Plan on behalf of LCC Participating Employers;

The parties agree as follows:

1. The Employer acknowledges that the Agent has entered into a Memorandum of Agreement with the Administrator to transfer the defined benefit assets and liabilities of the LCC Pension Plan into the CAAT Plan, effective April 1, 2023, subject to the receipt of all required regulatory approvals, and the Employer appoints the Agent to bind the Employer to the Memorandum of Agreement and any amendments thereto as if it was a signatory to the Memorandum of Agreement. The Employer further authorizes and directs the Agent to execute any other agreements with the Administrator and/or the CAAT Plan required to facilitate the participation of the Employer in the CAAT Plan, including but not limited to a participation agreement with the CAAT Plan (a "Participation Agreement"). In extending this authority to the Agent, the Employer acknowledges and agrees it will be bound to any such agreement as if it was a signatory to such agreement, and acknowledges that such agreement may contain provisions regarding the minimum length of time that Employer must participate in the CAAT Plan. The Agent confirms that it shall act as agent of the Employer for these purposes, and shall advise the CAAT Plan that the Employer intends to participate in the CAAT Plan, subject to receipt of all required regulatory approvals.
2. The Employer acknowledges that under the CAAT Plan each of its employees working on a full-time basis must join the CAAT Plan as of the date of hire; and that each employee working on a part-time basis must join the CAAT Plan when first eligible to do so. The Employer agrees that each of its employees who is required to join the CAAT Plan will be required to complete an application to become a Member of the CAAT Plan as of the date of his or her eligibility to do so. The Employer agrees to forward to the Agent the names of each such employee and the effective date of his or her eligibility to join the CAAT Plan together with any information or certification required by the Agent or the Administrator with respect to the employee in order to verify the eligibility of the employee to become a Member of the CAAT Plan.
3. The Employer agrees to discharge all of the obligations and responsibilities required of a Participating Employer in the CAAT Plan, and in particular to:
  - advise employees of their eligibility to participate in the CAAT Plan and ensure that enrollment is carried out at the appropriate time and documented in the appropriate

manner;

- deduct from the pay of each enrolled employee, on a monthly basis, the employee's share of contributions to the CAAT Plan;
  - contribute on behalf of each such employee, on a monthly basis, the Employer's share of contributions to the CAAT Plan;
  - remit the deductions and the contributions referred to above by the last day of each calendar month together with such completed deposit forms or other documentation as may be requested by the Agent or the Agent on behalf of the Administrator;
  - advise the Agent of any change in employment status, employee transfers, and employee terminations; and
  - provide such information and records as may be requested by the Agent and/or Administrator in order for the Administrator to carry out its responsibilities as the administrator of the CAAT Plan and to comply with all applicable federal and provincial legislation and regulations.
4. Without limiting the generality of sections 3 and 4, the Employer agrees to abide by all administrative rules, policies, and practices as may be established or required by the Agent and/or Administrator for Employers under the CAAT Plan.
  5. The Employer agrees that the Administrator may from time to time amend the CAAT Plan text to provide for the proper and continuing operation of the Plan [including amendments to ensure compliance with applicable pension laws and the *Income Tax Act* (Canada)] and may also from time to time adopt administrative rules, policies, and practices relating to the administration of the CAAT Plan that the Agent will be required to enforce.
  6. The Employer acknowledges that the Agent is the agent of the Employer only for the purposes expressly identified herein. The Employer acknowledges that the Employer is responsible for ensuring that its employees are properly enrolled in the CAAT Plan, and is responsible for discharging all of the obligations and responsibilities required from an employer under the CAAT Plan, under the Participation Agreement to which it has become bound and under this Agreement, including dealing with any errors or omissions with respect to its obligations and responsibilities as an employer under the CAAT Plan, under the Participation Agreement to which it has become bound and under this Agreement.

The Employer and the Agent have signed and executed this Agreement by the hands of their respective proper officers.

EMPLOYER

THE AGENT

Per: \_\_\_\_\_  
President

Per: \_\_\_\_\_

Per: \_\_\_\_\_  
Secretary

Per: \_\_\_\_\_