

LUTHERAN CHURCH-CANADA PENSION PLAN

EMPLOYER PARTICIPATION AGREEMENT

This Agreement made as of the _____ day of _____, 201 ____.

BETWEEN:

LUTHERAN CHURCH-CANADA

(hereinafter referred to as the "Administrator")

OF THE FIRST PART

and

(hereinafter referred to as the "Employer")

OF THE SECOND PART

A pension plan has been established known as the Lutheran Church-Canada Pension Plan (hereinafter referred to as the "Pension Plan");

The Administrator is the administrator of the Pension Plan;

The Employer is a Member Congregation/Eligible Synodical Family Member under the terms of the Pension Plan;

The Employer wishes that its employees participate (continue to participate) in the Pension Plan as Members of the Pension Plan;

The parties agree as follows:

1. The terms used in this Employer Participation Agreement shall have the same meaning as the meaning given to those terms in the Pension Plan text.
2. The Employer and the Administrator agree that the employees of the Employer will participate (continue to participate) in the Pension Plan as Members of the Pension Plan as of the date of this Agreement.
3. The Employer acknowledges that under the Pension Plan each of its employees working on a full-time basis must join the Pension Plan as of the date of hire; and that each employee working on a part-time basis must join the Pension Plan when first eligible to do so. The Employer agrees that each of its employees who is required to join the Pension Plan will be required to complete an application to become a Member of the Pension Plan as of the date of his or her eligibility to do so. The Employer agrees to forward to the Administrator the names of each such employee and the effective date of his or her eligibility to join the Pension Plan together with any information or certification required by the Administrator with respect to the employee in order to verify the eligibility of the employee to become a Member of the Pension Plan.
4. The Employer agrees to discharge all of the obligations and responsibilities required of a Participating Employer in the Pension Plan, and in particular to:
 - advise employees of their eligibility to participate in the Pension 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 Pension Plan;
 - contribute on behalf of each such employee, on a monthly basis, the Employer's share of contributions to the Pension Plan;
 - remit the deductions and the contributions referred to above within thirty (30) days of the last day of each calendar month together with such completed deposit forms or other documentation as may be requested by the Administrator, and pay to the Administrator on a timely basis, any other amounts determined by the Administrator to be payable by the Employer upon withdrawal from the Pension Plan or upon winding up or partial winding up of the Pension Plan;

- advise the Administrator of any change in employment status, employee transfers, and employee terminations; and
 - provide such information and records as may be requested by the Administrator in order for the Administrator to carry out its responsibilities as the administrator of the Pension Plan and to comply with all applicable federal and provincial legislation and regulations.
5. 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 Administrator for Employers under the Pension Plan.
 6. The Employer agrees that the Administrator may from time to time amend the Pension 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 Plan.
 7. The Employer appoints the Administrator to complete any forms or reports on its behalf as may be required by any Government Agency with jurisdiction over the establishment and administration of the Pension Plan using information and data provided to the Administrator by the Employer.
 8. The Employer acknowledges that the Administrator is not the agent of the Employer with respect to the performance by the Employer of the obligations and responsibilities required from an employer under the Pension Plan. The Employer acknowledges that the Employer is responsible for ensuring that its employees are properly enrolled in the Pension Plan, and is responsible for discharging all of the obligations and responsibilities required from an employer under the Pension Plan and under this Agreement, including dealing with any errors or omissions with respect to its obligations and responsibilities as an employer under the Pension Plan and under this Agreement.

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

EMPLOYER

THE ADMINISTRATOR

Name:

Name: *Lutheran Church-Canada*

Mailing Address

Mailing Address
*3074 Portage Avenue
Winnipeg, MB
R3K 0Y2*

Per: _____
President

Per: _____
LCC President

Per: _____
Secretary

Per: _____
LCC Administrator