

**CONTINUING EDUCATION PLAN
REGULATIONS**

Bold indicates addition, underline indicates deletion

REGULATION 2 - BENEFIT CREDITS

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

REGULATION 3 - USE OF BENEFITS

- a) A member may apply to the administrator to use his/her accumulated **funds** benefits for **education for the member's work, in respect of:**
 - i) expenses for any continuing education program or course of study,
 - ii) the purchase of books or other study materials, **or equipment,**
 - iii) the purchase of computer hardware or software but restricted to \$1,000.00 once every three years commencing January 1, 2004.

REGULATION 7 - CESSATION OF MEMBERSHIP

- a) Members who transfer to a non-participating diocese and who do not wish to continue in the Plan or who cease to make contributions to the Fund because of retirement or employment outside The Anglican Church of Canada may receive their undispersed personal contributions **at the time of cessation of membership.** with interest or retain their credit for continuing education. If no transactions have been made for three years, the member shall be refunded personal contributions with interest.
- b) On the member's death, the personal contributions shall be paid to the member's with accrued interest, estate.

REGULATION 8 - TRANSITIONAL RULES

1. Notwithstanding any other provision of this Plan, if at any date the General Synod ceases to exist ("the transition date"), the following transition rules apply:
 - (a) Any reference to "Pension Committee" shall mean a committee consisting of the persons who, immediately before the transition date, served as members of the Pension Committee of the General Synod. Such committee shall report to the Office of the Primate; who shall have the power and authority to remove and appoint members of such committee from time to time.

- (b) Any reference to the "Administrative Unit" shall mean the persons who, immediately before the transition date, served as the Administrative Unit, or their replacements from time to time appointed pursuant to the Plan. The Administrative Unit shall report to the Office of the Primate through the Pension Committee.
 - (c) Any reference in the Plan to the duties or responsibilities of the Council of the General Synod shall be read as a reference to the person holding the Office of the Primate
 - (d) In the event that Canon XII of the General Synod ceases to have force and effect, all provisions thereof immediately prior to the transition date which relate to the operation and administration of the Plan shall be considered to be part of this Plan, subject to such changes as are necessary to achieve consistency with these transition rules.
2. For purposes of determining the "transition date" under Regulation 8.1, the General Synod will be deemed to have ceased to exist upon the occurrence of any of the following events:
- (a) Dissolution - The General Synod is wound up, dissolved or liquidated under any law or otherwise, or becomes subject to any provision of the Winding-Up and Restructuring Act (Canada) which has the effect of removing management or control of its functions from the General Synod, or has its existence terminated in any other manner.
 - (b) Insolvency - The General Synod makes a general assignment for the benefit of its creditors or is declared or becomes bankrupt under the Bankruptcy and Insolvency Act (Canada).
 - (c) Appointment of Trustee or Receiver - Any interim receiver, receiver, receiver and manager, custodian, sequestrator, administrator or liquidator or any other person with similar powers is appointed in respect of the General Synod, or the General Synod's property, assets and undertaking ("Property") which has the effect of removing management or control of its functions from the General Synod.
 - (d) Enforcement Against General Synod Property - Any holder of any security interest, mortgage, lien, charge, claim, trust or encumbrance enforces against, delivers any notices relating to its rights or its intention to enforce against, or becomes entitled to enforce against, or otherwise takes possession of, the Property or the interest of the General Synod therein, or any part thereof which has the effect of removing management or control of its functions from the General Synod; or
 - (e) Loss of Control - The General Synod, for any other reason, fails to remain in management and control of its functions.

