

SECTION II

EMPLOYMENT



Diocese of Montreal – Anglican Church of Canada

CLERGY HANDBOOK SECTION II— Employment

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Diocese of Montreal – Anglican Church of Canada

I. GENERAL CLERICAL INFORMATION

i. MUTUAL CONCERN IN THE BODY OF CHRIST: retreats, conferences, clergy days, renewal of vows

This simply reiterates what is spelled out in the Letter of Appointment which you receive, sign and return to the Bishop at the time of your appointment, in the oaths taken at the time of ordination and re-affirmed at the time of appointment, and in the Bishop's License

- As a member of the clergy of the Diocese of Montreal, you are expected to share in the wider work of the Diocese. This involves regular and faithful attendance at meetings of Clericus, Deanery Chapter, and Synod, and at retreats, clergy conferences and information days called by the Bishop.
- You will be also be called upon to take your part in committee work outside the parish.
- Mutual support within the ranks of the clergy involves supporting one another in ministry and in times of personal rejoicing and of sadness by attendance at funerals, inductions, and ordinations,
- Our annual re-commitment to ministry in the renewal of ordination vows, which used to take place on Maundy Thursday at the Chrism Eucharist, now takes place at the Clergy Retreat in Lent.

ii. PERMISSION TO OFFICIATE

It is always a blessing to welcome visiting clergy and lay leaders to the diocese for Church-sponsored events. The Bishop should be notified in advance so that permission to officiate and/or celebrate may be granted.

In the case of a wedding to be taken by a priest from outside the province, 60 day's notice is required so that the required application forms can be completed.

iii. PARISH BOUNDARIES

It is a part of our care and respect for one another that when invited to lead an event or to minister in another parish, even in a building other than the local Anglican church, we inform the incumbent of our visit. It is good that we take advantage of opportunities which may arise, but it is courtesy in Christ that we keep one another informed.

iv. CLERICAL TITLES

Dean The Dean of the Diocese is appointed by the Bishop. With few exceptions, the Dean has always been the Rector of Montreal, as parish priest of Christ Church Cathedral. **Address:** Verbal – Dean *Last Name*; Envelope – The Very Revd *Full Name* – Beginning of Letter – Dear Dean *Last Name*.

Archdeacon Archdeacons are appointed by the bishop, and serve at the Bishop's pleasure. **Address:** Verbal – Archdeacon *Last Name*; Envelope – The Venerable *Full Name* – Beginning of Letter – Dear Archdeacon *Last Name*.

Canon Canons are appointed by the Bishop, to honour either an individual (ordained or lay) or a ministry.

Address: Verbal – Canon *Last Name*; Envelope – The Revd Canon *Full Name* – Beginning of Letter – Dear Canon *Last Name*.

Diocesan Canon The title of Diocesan canon is attached to the particular ministry exercised by the holder at the diocesan level.

Canon of the Cathedral The title of Cathedral canon belongs to the holder personally.

- These titles are given up if the holder leaves the diocese or (in the case of diocesan canons) leaves the position to which the title is attached.
- See Section C.9.d for the distinctive choir habit for each of these honours.
- As a courtesy, retired clergy continue to use the title they held at the time of retirement.

See Handbook Section I— II. viii. Vesture and Address

v. CHURCHWARDENS AND THE INCUMBENT

While the two churchwardens and the incumbent are the corporation of the parish and act jointly in many human resources matters, specific human resources responsibilities are assigned to each role. Nevertheless, the churchwardens and incumbent must always act in consultation with each other.

- Clergy are appointees of the Diocese under the direct supervision of the bishop.
- The supervision of assisting clergy is normally delegated by the bishop to the incumbent.
- The churchwardens participate in the selection of the cleric and ensure there is adequate funding and housing.
- The corporation has hiring and firing authority of lay employees in the parish.
- The incumbent is responsible for day-to-day supervising lay employees. In particular circumstances the incumbent may delegate these supervision responsibilities to the churchwardens.

vi. CLERGY NOT LICENSED TO THE BISHOP OF MONTREAL

Any bishop, priest or Deacon from another diocese who is asked to take part in a service in this diocese, or to function as an Honorary Assistant, **MUST** have the permission of the bishop to do so. It is a serious matter for a cleric to be either unlicensed or to be acting without permission.

Incumbents are responsible for notifying the bishop's office regarding Honorary Assistants or requests to use unlicensed clergy in any parish.

vii. VISITING CLERGY, including BISHOPS

Resolution 72 of the Lambeth Conference of 1988, and similar resolutions of Lambeth 1998, read:

"This conference :

Reaffirms its unity in the historical position of respect for diocesan boundaries and the authority of bishops within these boundaries; and in light of the above

Affirms that it is deemed inappropriate behaviour for any bishop or priest of this Communion to exercise Episcopal or pastoral ministry within another diocese without first obtaining the permission and invitation of the ecclesial authority thereof."

It is appropriate to seek the approval required in paragraph 2 before inviting a guest, and to respect the resolution before accepting an invitation to be a guest in another diocese.

viii. ADDITIONAL EMPLOYMENT

Any priest, in full-time ministry in the diocese, who holds in addition any extra remunerative position, must report the same to his/her bishop and secure permission. **This includes clergy leading tours for remuneration.** Normally, such tours take place as part of the cleric's holiday period, but otherwise only in consultation with the bishop.

ix. DIOCESAN CENTRAL PAYROLL

Clergy appointed by the bishop, including Incumbents, Associate Priests, Assistant Curates and Priests-in-Charge are paid through the diocesan central payroll. The parish is billed for the full cost of their cleric's compensation package. Honorary Assistants are also appointed by the bishop, on the recommendation of the incumbent (renewed annually), but are given an honorarium by the parish.

x. STIPEND LEVELS

The Diocese sets the minimum stipend scale for parish clergy based on years of service since ordination and normally adjusts it annually for inflation. The Director of Finance sends each parish an annual compensation memo detailing stipend, housing and benefit adjustments. The Clergy Remuneration Committee recommends the annual schedule for Diocesan Council to establish.

xi. TRAVEL EXPENSES

The clergy's ministry-related travel costs, except travel between church and home, are paid by the parish. Reimbursement for automotive travel on church business is at the rate of current Diocesan rate. Please check the Annual Clergy Compensation Information Memo for current reimbursement rates.

Expense claims should be submitted at the end of the month, or as agreed with the parish treasurer in which they were incurred, or in accordance with established parish policy.

xii. CLERGY MOVES

It is the responsibility of the parish to pay for a move within the diocese of, and make the necessary moving arrangements for, the newly appointed priest. The individual who is moving, and the churchwardens of the parish to which he or she is moving, should negotiate a general agreement about the moving costs. This policy also applies to curates entering a first appointment. Clergy leaving on retirement are to refer to the retirement moving expense benefit section below.

Moving costs from outside the Diocese are to be negotiated by the cleric, the bishop and the churchwardens.

In the event that a cleric has received financial assistance to move to the diocese, and resigns with less than 3 years service, they will reimburse the diocese on a prorated basis.

xiii. RETIREMENT MOVING EXPENSE BENEFIT

- Plans for:
- I. Moving the household effects of a cleric upon retirement up to 3 months after the retirement date, providing the cleric has applied for the benefit at retirement.
 - II. Moving the household effects of a cleric after being placed on total disability,

- III. Moving the household effects of a cleric's spouse if the clergy person has died in active service
- IV. Moving the household effects of a cleric being placed on leave-of-absence in "Ending of Ministry" cases.

PLAN I

- i. A cleric, having served the Anglican Church for not less than 20 years following the date of being made a Deacon, shall be entitled to have his/her final moving costs paid. The Diocese of Montreal shall bear the actual cost of loading, unloading and transporting furniture and effects up to a maximum of 15,000 pounds. Transportation may be to any point within or beyond the Diocese up to a distance of 500 km from the point of commencement. There shall also be an allowance for reasonable services, including packing, unpacking, and insurance. The retirement moving expense benefit is available for up to 3 months from the cleric's retirement date, providing the cleric applies at retirement using the attached form.
- ii. For a local move where the cost is determined by a basic hourly rate for all services, the Diocese shall pay the total amount for a qualifying cleric.
- iii. A relocation allowance for costs incurred during the move of up to \$500 will be made available. Receipts must be submitted to the Executive Officer in order for the cleric to be reimbursed.
- iv. Upon retirement, if a cleric has accumulated less than the 20 years required for the full benefit, the moving allowance shall be calculated on a proportionate basis e.g. $\frac{3}{4}$ of the total for 15 years $\frac{1}{2}$ for ten years, etc.

PLAN II

The Diocese shall pay the cost of moving the furniture and household effects of any cleric placed on disability pension as determined and set forth in Plan I; but without limitation as to years of service.

PLAN III

When a cleric of the Diocese dies in active service in a parish, moving expenses of the spouse from the rectory will be paid by the Diocese as determined and set forth in Plan I. In the event of the death of a single cleric, moving assistance will be given to the beneficiary.

PLAN IV

When a cleric of the Diocese is required to end his/her ministry at the request of the Bishop and the Parish, then an allowance of up to \$1,500 will be made available.

NOTES

- *Since the maximum direct highway distance between points within our Diocese is approximately 500 km, entitlement shall be limited to that distance.*
- *In all cases, three estimates should be obtained and the most appropriate of the three chosen as agreed upon by the cleric and the Executive Officer*
- *See Appendix XVII for Benefit Claim Form*

xiv. RECTORIES

Within two weeks of a parish vacancy being announced, the Archdeacon (and if desired, an expert in building fabric) and the two churchwardens shall, at the convenience of the incumbent, inspect the rectory and report within one week of the inspection to the bishop indicating any maintenance, repairs or renovations needed and their plan of action. The rectory equipment policy states:

- That a stove, refrigerator, automatic washer and dryer be supplied and maintained in all rectories.
- That in order to treat fairly and generously a cleric accepting a new appointment, the bishop (or his/her designate), the appointee and the churchwardens need to determine what refitting of the rectory is necessary (e.g. drapery tracks, window coverings, rugs, carpets, painting, decorating).

When a parish does not own a rectory, the churchwardens shall contact the Archdeacon within two weeks of a vacancy being announced and begin planning for housing for the next incumbent.

Before an appointment is finalised:

- the prospective incumbent shall take his or her spouse to inspect the rectory.
- the Archdeacon shall then ascertain from both the prospective incumbent and the churchwardens that there is mutual satisfaction about housing arrangements.

xv. TRANSITIONAL MINISTRY

A Cleric providing transitional ministry either under appointment by the bishop or under a term letter through the Territorial Archdeacon assumes the rights and duties in the congregation of a regularly appointed priest. The relationship to the congregation is a contracted and compensated arrangement and is for a specified term (which may be extended as circumstances require.)

A transitional cleric is not available for a regular appointment to the congregation served.

(see: "Guidelines for Transitional Ministry" in Appendix XIX for more detail)

xvi. RETIRED CLERGY OF THE DIOCESE

Retired clergy of the diocese living in the diocese are an invaluable resource, and are encouraged to participate in the life of the church at any and every level (while respecting their successors in parishes where they may have served).

Honorary Assistants are appointed by the Bishop, and at the recommendation of the incumbent, is renewed on an annual basis.

- In such cases, financial arrangements are a parish matter, though it would be normal to pay the going rate if the honorary assistant is actually taking over in the absence of the incumbent on holiday or study leave.
- The licenses of honorary assistants must be renewed annually.
- Wherever possible, a collegial working relationship between pastor and honorary assistant is to be encouraged.

Marriage The provincial certification to perform marriages remains valid after retirement, but to honour the pastoral basis of the parochial system and to avoid setting up an independent locus of church marriages, retired clergy must obtain the permission of the Bishop, and also of the incumbent in whose parish the marriage is to take place.

xvii. RETIRED CLERGY FROM BEYOND THE DIOCESE

It is not usual to transfer the canonical allegiance of a priest who retires to live in another diocese. Permission to officiate (verbal or written) is given by the Bishop, usually in conjunction with honorary service in a parish of the diocese.

Retired clergy from beyond the diocese may ask for, and receive, privileges of the floor at Synod.

xviii. DIOCESAN CLERGY ON LEAVE OR RETIRED BEYOND THE DIOCESE

The Bishop is happy to commend them to their diocese of residence for honorary service there. They do not have membership in the Montreal Diocesan Synod.

xix. LICENSED NON-PAROCHIAL CLERGY

Clergy licensed by the Bishop to other than Parochial Ministries are expected to make themselves available for Sunday Duty as required by the Bishop. They may also be appointed as Honorary Assistants.

xx. RETURN OF FORMER INCUMBENTS

The underlying principle is that when a priest takes up a new ministry in another appointment, or enters into retirement, he/she does not return to officiate at services, etc., in the former parish. However, long relationships and affectionate remembrance by the people often bring about such requests.

In such cases, the following guidelines should be followed:

In the interim, before the new incumbent arrives, the former priest may return for weddings, funerals, etc., if requested and with the concurrence of the acting priest-in-charge and/or the bishop. It is understood, of course, that pastoral needs in the new parish will take precedence.

After the new incumbent arrives, former clergy and others may be invited back when requested, but such invitations must always be directly from the incumbent. It would be appropriate to have the incumbent officiate and the outside clergy to assist in the service at the direction of the incumbent. Under no circumstances should such ministry be done without the knowledge and invitation of the incumbent whether in the church or elsewhere in the parish. It is entirely inappropriate for parishioners to request the ministry of a former incumbent/curate in place of the present one. By his/her induction vows, the current incumbent has the responsibility and the right to be in charge of all the church's ministrations within his/her parish.

Pastoral relations are understandably warm and personal and former incumbents will undoubtedly retain friendship in the parish. The obligation then is always for a former incumbent to be absolutely loyal to and supportive of the successor's ministry and to help parishioners to form warm and personal relationships with the new incumbent. In any return to the parish for informal visits, it is an appropriate courtesy to let the new incumbent know of one's presence.

xxi. LEAVING A PARISH

Appendix IX – details the procedures to be followed by a priest (in cooperation with the Wardens and the Regional Dean or Archdeacon) leaving a pastoral charge.

- Please see Leave Taking Documents and Exit Interview Tool , found in Appendix IX and X

xxii. DISCRETIONARY FUND

There should be a Discretionary Fund, for the incumbent's sole use. This fund is to be regarded as strictly confidential, and is disbursed without the need to report the use, at the discretion of the parish priest for emergency needs of the parish and/or community members. This is an account of the parish, not a personal fund, and should be shown in the annual statements under both income and expenditure (obviously without reference to the recipients). Donors should receive tax receipts, if gifts are made specifically to this fund.

xxiii. THE BISHOP'S AWARD

This award is given each year to individual lay people or couples of the diocese in recognition of outstanding service to the church in parish or diocese. Normally one award per Archdeaconry is given each year, with another award being given in alternate years on behalf of the Cathedral or of the Diocese.

Nominations

Nominations should be made to the territorial Archdeacon and have the endorsement of both the clergy and representatives of the laity in the church from which they are nominated. Such nominations should be in writing and describe why the person should be considered for the award. All nominations must be made by September 1st.

Selection

The selection of recipients from the nominations will be made by the Bishop assisted by the Episcopal Council.

Awards

The awards are announced by the Bishop. The recipient receives a plaque bearing the diocesan shield, and are presented by the bishop to the nominee(s) during a visit to the parish during the Sunday liturgy.

xxiv. COMMUNICATION

A faith centred on the Word incarnate must by its nature have communication as an important dimension of its ministry. The medium may not always *be* the message, but it is certainly crucial in *conveying* the message.

Church signs – are they strategically placed so your church is identifiable from all directions? Is the information both legible and accurate?

Telephone messages – Are they brief? Informative? Updated? Bilingual? Do they give an emergency number to phone if you are not available, (e.g., the head of the pastoral team, or a warden) As a last resort you can give the number of Cathedral Place (514-843-6577): after-hours emergencies are directed to the Dean or to the Bishop.

Cell phones – the Bishop and the wardens should have your cell phone number for use in emergencies.

Francophone ministry – if you cannot, can someone else in your parish cope with a request for ministry in French? Is there any material in French in your Literature Rack? Would having some parts of your Sunday liturgy in French be a sound pastoral move?

RSVPs – Please be prompt in responding to invitations, requests for information, registrations for meetings, retreats and conferences, etc.

Office hours – Office hours (for priest, for secretary, or both) should be well posted, and adhered to. A suggestion: tie office hours in with the public recitation of the daily liturgical offices of Morning Prayer and Evensong. This can be a useful way both to build community and to encourage a firm spiritual foundation for the parish. It also makes it clear that, while we are business-like, we are not a business.

Newsletters – parish magazines Both the Bishop, The Territorial Archdeacon and the Montreal Anglican like to receive these, to keep abreast of what is going on in the parishes.

Visit by Bishop — should the bishop be visiting your parish as celebrant or preacher, you must provide a copy of the Sunday Order of Service well in advance.

xxv. HOSPITAL VISITING

Given increased concerns about security and confidentiality in today's society, it is a good idea to check with your local hospitals, and any others you might have occasion to visit with some regularity, to see if they would provide you with a security pass and/or parking privileges. The same would hold true for lay pastoral visitors.



Diocese of Montreal – Anglican Church of Canada

II. CLERGY BENEFITS

GENERAL INFORMATION

This section provides an outline of your Clergy Benefits Program, including your rights and responsibilities. Clergy benefits are administered by Synod through the Accounting Department. All forms for enrolment, changes, termination, etc. are available from the Accounting Department and inquiries about any of the plans should be directed to this department.

You are responsible for notifying Synod of any change in family status (marriage, births, deaths, divorce, etc.). Please provide notice of change in writing, even if the change is a well-known fact within the Diocese.

Several of the plans require that you designate a beneficiary at the time you enrol. We recommend that you always opt for the “Revocable Beneficiary” option when initially filling out your application.

Except for medical claims, all forms are processed through the Accounting Department.

Address:

The Diocese of Montreal
Accounting Department
1444 Union Avenue
Montreal, Quebec, H3A 2B8
Telephone: (514) 843-6577
Fax: (514) 843-9083
Email: cgravel@montreal.anglican.ca

This is a summary of the benefits offered to the Clergy of the Diocese of Montreal. In the event of any difference between the terms of this summary and those of the contract which covers the benefit concerned, the terms of the contract will prevail.

VACATION

Annual Vacation - Maximum: 4 weeks (4 Sundays)

- a) The parish must grant the clergy one month paid vacation annually and will cover the expenses for supply clergy or lay readers.
- b) The annual vacation entitlement is based on the number of months employed from July 1st of the previous year to June 30th of the current year. Appropriate notice of vacation must be given to the wardens or appropriate authority so that coverage can be ensured.
- c) Clergy ordained and beginning employment between January 1st and March 31st will receive two (2) weeks vacation in the first year; those ordained and employed between April 1st and June 30th will receive one (1) week vacation in that first year; clergy ordained and employed after July 1st will receive no vacation entitlement during the calendar year in which they commenced employment.
- d) Vacations must be taken annually. Vacation time cannot be accumulated from year to year.

Winter Break – Maximum: 1 week (1 Sunday)

The intent is to provide time off for parish clergy who, due to the number of services and demands at Christmas and Easter, are unable to observe the statutory holidays. To obtain the maximum time off, the individual must have been employed during both the Christmas and Easter periods. Winter breaks shall be scheduled in consultation with the churchwardens, but shall not be taken during Holy Week.

In the even that a statutory holiday falls on a cleric's day off or vacation day, an additional day will be given.

Total time is 5 weeks and 5 Sundays

LIFE INSURANCE PLAN

Basic Life Insurance Plan (compulsory)

Carrier Manulife Financial

Benefit Amount \$140,000 term life coverage (No cash surrender value)

After 65, the amount is \$70,000.

Cost Total premium paid by employer (Taxable Benefit to Employee)

Eligibility Up to age 70 for all Clergy of the Diocese of Montreal

Evidence of insurability None is required if enrolled within 30 days of becoming eligible.

Termination Age At the last day of the month in which you attain age 70 or retire, whichever is earlier.

Optional Life Insurance Plan (optional)

Coverage Subject to a combined maximum of \$500,000.

Cost Total premium paid by the employee.

Eligibility Up to age 70 for all Clergy of the Diocese of Montreal

CONTINUING EDUCATION PLAN

A Continuing Education Plan (CEP) is offered in accordance with Canon XII of the General Synod of the Anglican Church of Canada.

Membership Participation is compulsory to age 60 for all clergy licensed by the Bishop.

Contributions Benefits accumulate in your account at an annual rate of \$450 per year. The employer contributes 100%. Each time a claim is made 80% of the claim will be paid from the benefit.

Use of CEP Employer contributions are held in individual accounts for each member. A member may apply to use part or all of the funds in his/her account to fund any educational event related to employment.

In addition to the funds available through the CEP, monies may be granted as bursaries, special grants and loans upon the recommendation of the CEP Administrator.

Applications must be submitted at least 30 days in advance. The member must show that the expense being claimed is in respect of education or training which benefits the employer. If it is not the case, the employer's contribution will be a taxable benefit to the member.

Cessation If you continue to offer your services to the participating diocese/employer after your retirement, you may continue to access these funds for continuing education, as long as it is of benefit to your employer.

Upon termination of employment, you may leave your money in the Plan for up to 2 years in case of a return to active Plan membership.

For further information, please call the Pension Office at (416) 924-9192/ toll free 1-800-265-1070, or consult their website at anglicanpension.ca.

DENTAL PLAN

The Dental Plan used is one available from the National Church. Participation in the Diocesan Dental Plan is compulsory for new Deacons and priests entering the Diocese.

50% of the premiums are paid by the member, for current rates and more information please consult your benefit booklet or contact payroll at the Diocesan Office.

HEALTH INSURANCE

Participation in the Diocesan Health Insurance Plan is **MANDATORY** and the member pays the entire premium. The benefit booklet summarizes the benefits offered, the exclusions and procedure to follow when submitting a claim, please contact the Diocesan payroll department if you have not received or are missing your copy, or for current premium rates.

EMPLOYEE ASSISTANCE PROGRAMME (EAP)

As part of an clergy/employee benefits package, the Diocese of Montreal offers an Employee Assistance Programme (EAP). This program is designed to assist clergy/employees who may be dealing with personal problems that affect their relationships at home and at work. The Diocese of Montreal recognises that employees and their families sometimes need to address problems in a confidential, professional manner. For more information on this private and confidential service, please contact Human Resources.

PENSION PLAN

The National Church offers a Defined Benefit Pension Plan, designed to provide clergy of the Diocese with a retirement income. Membership is compulsory for all stipendiary clergy. Pension benefits are paid from the pension fund of the General Synod Pension Plan. This fund is made up of your own pension contributions (deducted from your salary) and your employer's pension contributions and investment earnings on these funds. All contributions and investment earnings in the pension fund are used to provide benefits and cover the cost of administration. The amount of pension you receive depends on how long you have been a contributing member of the plan and your earnings during this time.

Plan Membership

As a paid ordained employee of any participating employer, you automatically become a member of the pension plan on the date of your employment, unless you are hired under a contract for a duration of less than one year. At that time, you must complete an application form in which you agree to make the

necessary contributions to the pension fund. Once you join the pension plan, you must remain a member as long as you are employed by a participating employer.

Contributions

As long as you are an active member of the pension plan, you are required to contribute 4.4% of your earnings to the pension fund. Your contributions are automatically deducted from your pay and continue until you retire. Each month, your employer makes a contribution equal to 10.0% (in 2007) of your earnings. This contribution is not a taxable benefit. Please consult the Pension Plan Brochure for further information.

REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

Standard Life offers a group RRSP whereby deductions are made at source (from your paycheck). A group RRSP is simply a collection of individual RRSP's for the same group. An individual account is maintained for each participant, but administration is simplified and centralized.

Eligibility All clergy in active service in the Diocese. Members may register the Plan in their own name or in the name of their spouse.

Contributions Minimum \$40/month. Deductions may be discontinued, or changes made at any time, provided a 30-day notice is given.

Funds You may choose to have your contributions allocated each month to one or any combination of the following funds:

- **Fund A** – 5-Year Guaranteed Fund: with interest credited every month and reinvested for another 5-year term at current rates. Contributions and interest are fully guaranteed at all times.
- **Fund B** – Balanced Fund: this asset mix determined by Standard Life is composed of Canadian and American equities, bonds, real estate and short-term investments.
- **Fund C** – Canadian Common Stock Fund: invested in prime investment grade common stocks and convertible bonds, selected for minimal downside risk and substantial potential investment growth.
- **Fund D** – Bond Fund: invested in selected Canadian corporate and government bond issues. Superior investment performance is sought.
- **Fund E** – Short-Term Fund: invested in prime commercial short-term credits with a 30-day average. Contributions and accumulated interest are guaranteed at all times.

Fees All administrative fees for the Plan are absorbed by the Synod of the Diocese of Montreal.

Statements Statements are issued twice a year indicating your total deposits and credited revenue. The statements cover the periods of January 1 to June 30 and July 1 to December 31 respectively.

SUPPLEMENTAL UNEMPLOYMENT BENEFITS PLAN

(SUB) - (Short-Term Disability)

The following are the terms and conditions of the Diocesan Supplemental Unemployment Benefits Plan (SUB):

1. Coverage under the Plan is extended to all active clergy in the Diocese holding a license from the Bishop and to all Synod Office employees.
2. The combined Unemployment Insurance (EI) and SUB benefit payments, together with any other earnings, will amount to, but not exceed, 95% of the employee's regular weekly earnings, up to the maximum earnings insurable for UI purposes.
3. Benefits are payable for a maximum of 17 weeks.

4. The Plan will supplement unemployment insurance benefits received by an employee for unemployment caused by:
 - a) Sickness or injury,
 - b) Temporary shortage of work.
 - c) Maternity leave
5. This Plan shall take effect from October 1, 2007 to September 30, 2009
6. Employees must apply for and be in receipt of EI benefits before SUB becomes payable. Employees who are not in receipt of UI benefits are not eligible for SUB payment unless the non-receipt is due to one of the following reasons:
 - a) insufficient insured weeks to qualify for EI, or
 - b) serving the EI waiting period.
7. Employees do not have any vested rights in the SUB plan, except for supplementation of EI benefits for periods of unemployment as set out in the Plan.
8. Payments in respect of guaranteed annual remuneration, deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.
9. The employee must provide the Synod Office, with proof of receipt of EI benefit (cheque stub).
10. Accounts of the Plan will be maintained separately from the regular payroll records of the Diocese and the SUB Plan will be financed out of the employers' general revenues.
11. The Diocese will inform Human Resources Development Canada of any changes or modifications to the Plan within 30 days of the effective date of such changes or modifications.

LONG-TERM DISABILITY (LTD) PLAN

If your employer participates in the Church's LTD plan, you must join the plan after 30 days of continuous employment. Your employer pays the cost of providing this coverage. You must also make a small contribution to the prior plan, by payroll deduction.

When Benefits are Payable

You are eligible to receive LTD benefits if you have been continuously sick or disabled and unable to work, for a period of 119 days. LTD benefits continue until you are no longer disabled, reach age 65, retire or die, whichever occurs first. For the first 18 months, benefits are paid by the Pension Office. After that, benefits are paid by Standard Life. You will only receive LTD benefits if you are totally disabled. This means you cannot perform the duties of your own occupation during the 119-day waiting period and the following 24 months. After 24 months, you are considered totally disabled only if you cannot do any job for which you are suited by education, training or experience.

Your Monthly Benefit

Your monthly LTD benefit payment is taxable, and is calculated as 60% of your monthly salary. The maximum monthly benefit you can receive is \$10,000.

Your benefit from the LTD plan will be reduced by:

- any disability benefits you receive from another plan, including the Canada/Quebec Pension Plan (CPP/QPP) and Workers' Compensation
- 60% of the value of Church housing or housing allowance provided during disability.

Please consult the Long-Term Disability Flyer for further information.

MATERNITY/PARENTAL LEAVE

1. The father and the mother of a newborn, and the person who adopts a child are entitled to a parental leave without pay, of not more than 52 uninterrupted weeks. This leave is in addition to the maternity leave that is for a maximum of 18 weeks. In the case of the father, it is added to the paternity leave lasting five weeks. The parental leave can be paid according to the terms and conditions of the Québec Parental Insurance Plan and be shared between the father and the mother (for more detail please see Appendix XVI)
2. The person who adopts the child of his spouse will also be entitled to this parental leave and will be able to receive the stipulated allowance (for more information see Appendix XVI).
3. The parental leave cannot begin before the week of the birth of a newborn or, in the case of an adoption, before the week in which the child is entrusted to the employee. It can also begin in the week in which the employee leaves work to go outside Québec in order for the child to be entrusted to him. The parental leave ends not later than 70 weeks after the birth or, in case of an adoption, 70 weeks after the child is entrusted to the employee (for more information see Appendix XVI).
4. The parental leave can be taken after a notice of at least three weeks indicating the date of the start of the leave and the date of the return to work has been given to the employer. This notification period may be less in certain cases (for more information see Appendix XVII.)
5. At the end of a parental leave, the employer must reinstate the employee in his usual position and give him the same wages and the same benefits to which he would have been entitled had he remained at work. If the position has been abolished, the employee retains the same rights and privileges that he would have enjoyed had he remained at work (for more information see Appendix XVI).
6. Moreover, the employee's participation in group insurance and pension plans must not be affected by his absence, provided that he pays the contributions required under these plans and that the employer pays his share. This leave shall not affect the priest's years of ministry for purposes of the minimum stipend scale.
7. Maternity leave will be a condition covered by the Diocesan Supplemental Unemployment Benefit (SUB) Plan. Once the cleric has qualified for unemployment insurance benefits, she will also qualify for benefits under the SUB Plan, to a maximum combined total of 95% of stipend for a maximum of 17 weeks.
8. A pregnant cleric must give notice to her parish, with a copy to the Bishop's Office, at least two weeks before commencement of maternity leave. Such notice must include a medical certificate attesting to the pregnancy and the due date. This notice period may be reduced if health requires her to leave work sooner than expected.
9. Distribution of the maternity leave, before and after birth, shall be decided by the cleric and shall include the day of birth.
10. A cleric giving birth to a stillborn child after the beginning of the 20th week preceding the due date, shall also be entitled to such maternity leave for a period of up to 52 weeks.
11. A priest on maternity leave shall be entitled to continue occupying a rectory during such leave or to continue receiving rent-free accommodation or housing allowance, if applicable, from her employer. No travel expense shall be paid during the period of leave.

(for more detailed information, as per the Commission des Normes du Travail, please see Appendix XVI)



Diocese of Montreal – Anglican Church of Canada

III. CLERGY LEAVES OF ABSENCE

The following guidelines may be used in the interpretation and application of Canon 9, Section 16 and 17. The term “staff” refers to both ordained persons and lay persons employed on a full-time basis by the diocese. The term “supervisor” refers to both Archdeacons and the Bishop.

It is the policy of the Diocese of Montreal to permit clergy and lay staff to take a leave of absence from their area of responsibility, provided suitable alternative arrangements can be made to continue the activities of the parish or diocesan centre. No leave of absence shall be granted for longer than two (2) years duration except for those elected to provincial or federal governments. Leave of absence may be renewed by the bishop upon receipt of a letter of application.

ELIGIBILITY

Clergy and lay staff are eligible after completion of one year of full-time service in the dioceses except as otherwise required by law or specified under the specific type of leave.

APPROVAL

- Parish clergy requests for leave of absence require concurrence of the churchwardens and approval of their Territorial Archdeacon.
- Diocesan centre clergy require the approval of the Diocesan Bishop.
- Diocesan lay staff require the concurrence of the appropriate director and of the Executive Archdeacon.

Requests will be granted provided that:

- Absence of the individual during the period in question will not be of significant detriment to the efficient operation of the parish or diocesan service.
- The reason for the leave of absence is warranted.

REQUEST PROCESS

This process exists to facilitate good communication and provide the best support possible to staff when requesting leaves of absence. A request for absence is made by the employee within the time frame specified under each type of leave, and will specify the amount of time being requested.

A status of request is confirmed to employee within two business days by the direct supervisor. If absence request is denied, reasons must be clearly stated in writing, and the supervisor must speak with the employee directly.

EFFECT OF ABSENCE ON:

Salary

As a general rule a leave of absence shall be without salary, housing or travel allowance, except as provided for under the specific type of leave of absence. Full or partial salary/stipend, housing and/or travel allowance may be granted after consultation with the Bishop. As a general rule payments of grants or allowances will be the responsibility of the salary paying source.

General Synod Pension Plan

The individual remains a member of the General Synod Pension Plan during the period of leave of absence subject to the following provisions:

- If the individual received salary/stipend during a leave of absence, the relative contributions of the individual and the parish or diocese shall continue to be made during the period of absence and such an individual shall be and remain entitled to all benefits provided under the plan.
- If an individual does not receive pay during a leave of absence, contributions shall cease for the period of such leave of absence unless otherwise arranged between the director of finance and the individual. If contributions are discontinued during such leave of absence, the period thereof shall be excluded in determining the relative benefits conferred by this plan. Upon returning to work, the contributions of the individual and of the parish or diocese shall be resumed.

Medical and Insurance Plans

Arrangements to continue these plans must be made prior to commencement of leave of absence.

Vacation

Leave of absence in no way affects an individual's vacation entitlement.

Return

Employees must return to work on the day scheduled – failure to do so may lead to corrective action, up to and including termination of employment. Employees returning from pregnancy or parental leave must provide one month's notice before the end of the leave.

Every effort will be made to arrange for an individual granted leave of absence to return to a position comparable to the position held prior to taking the leave. If medical information indicates the employee is fit to work on a part-time basis for rehabilitation purposes the employee will be entitled, on a temporary basis, to a combination of part-time and Disability salary to a maximum of 100% of the pre-disability gross salary as per the rule governing the Long-Term Disability Plan.

Replacement

The supervisor may fill, on a temporary basis, a position vacated by an employee on leave.

REASONS FOR GRANTING:

The following reasons are considered to warrant leave of absence.

- Illness (includes sick leave, short and long term disability)
- Absenteeism
- Emergency Leave
- Pregnancy and Parental Leave
- Professional Development Leave
- Sabbatical/Sabbath Leave
- Jury Duty/ Court Witness
- Extended Vacation
- Participation in Political Process
- Other

ILLNESS

The Diocesan Sick Leave Policy for clergy ensures financial support when they are unable to perform their responsibilities as a result of injury or illness. The Bishop may arrange for a temporary appointment to the parish and will consider appropriate action to assist clerics, such as appointing assistant curates, assistant priests and/or vocational Deacons. Clergy should inform their churchwardens if they require sick leave. Absences of five consecutive days may require a doctor's certificate. Employees of more than three months are eligible for the benefits below.

SHORT TERM DISABILITY/EMPLOYMENT INSURANCE

The Bishop must be informed immediately if the illness of a cleric is expected to result in absence from duties for a month or more. The parish will provide support for up to 14 days. In the event that an illness will extend beyond this period- the cleric must apply for sick pay under Employment Insurance (EI); not to exceed 119 days of illness. Appropriate medical documentation must be given, in conjunction with consultation with the Bishop. The cleric's benefits and housing arrangements (if living in a rectory) continue unchanged during sick leave and short-term disability (119 days). Short term disability forms will be completed after five consecutive days of illness/disability.

LONG-TERM DISABILITY

Benefits cover absences of over 119 days, again with appropriate medical documentation, and are provided through the Long-Term Disability plan administered by the National Pension Office (Phone 416-924-9192). Long Term Disability forms from the General Synod Pension Plan will be completed no later than six weeks before eligibility for LTD is to commence.

ABSENTEEISM

Should the frequency, regularity or length of absence suggest misuse of this policy, his/her Supervisor, will implement performance management procedures immediately. The Diocese cares about staff who are ill or injured, but abuse of the sick leave policy will not be tolerated. Doctor's certificates may be requested at any time.

EMERGENCY LEAVE

An emergency leave of up to two weeks (ten working days) with or without full pay may be granted for personal emergencies or bereavement. Emergency leave will not normally be paid, but is at the discretion of the supervisor. The supervisor may request evidence that is reasonable in the circumstances that the employee is entitled to the leaves as defined below. Employees must inform the supervisor of the reason for and the length of the leave being requested as soon as possible. The supervisor will document the leave and place it in the employee's file.

Emergency Leave will be available for reasons including:

- Personal illness, injury or medical emergency of the employee (sick leave policy may apply)
- Death, illness, injury or medical emergency of a listed family member;
- An urgent matter concerning a listed family member (i.e. out of employee's control, with possibility of serious negative consequences if unattended).

Listed family members of employee, or employee's spouse/partner are as follows:

- Parent, step-parent, foster parent, grandparent, or step-grandparent
- Child, step-child, foster child, grandchild, or step-grandchild
- Brother or sister of employee

- Spouse of child
- Relative who depends on the employee for care or assistance
- Other individual, as approved by the Bishop

PROFESSIONAL DEVELOPMENT

The Diocese of Montreal has established a process to assist the clerical and lay members of the plan to develop their professional skills. This assistance is in the form of financial grants and leaves of absence.

Clergy are entitled to three weeks paid leave of absence annually to enable them to undertake professional development. Such leaves of absence are in addition to the annual vacation. Those who are awarded a major study grant may be granted a longer leave of absence by the Bishop.

Key to a vibrant Anglican organisation is the ability to effectively equip ordained and lay leaders to meet the demands for ministry in ways that effectively respond to the rapid changes taking place in society and the world and their impact on ministry. Our goal as a Diocese is to create a culture in which professional lay and ordained leaders together build a commitment to lifelong learning and renewal in ministry.

There are many sources to draw from:

1. *The National Individual Account (CEP)*

The National Individual Account is administered through the Pension Office, who can be contacted for more information about the plan or details on a personal account.

- a. Each participant in the Professional Development Plan may accumulate funds in his/her individual account to a maximum amount (set by the Plan). Funds not used after this amount has been reached are directed to the general assistance account.
- b. Participants in the plan may use money from their individual accounts for a wide variety of programs, courses, events, retreats, degrees, career assessment, conferences, conventions, tapes, software, books, magazine subscriptions, and resources that will contribute to their effectiveness in ministry.
- c. Participants who go on leave, transfer from the diocese or retire from the active ministry may continue to draw from their personal account for a period determined by the National Church, at the approval of the Bishop or Executive Archdeacon.

2. *Anglican Foundation*

Clergy may apply to the Anglican Foundation for a grant to assist them in their continuing Education

3. *Enabling Clergy Grants – Diocese of Montreal*

Clergy may apply to the Enabling Clergy Grants Committee for financial assistance for continuing education; forms available from the Diocesan website.

SABBATICAL LEAVE

The term “sabbatical” can be a word that evokes various interpretations. For some it is associated with the academic world, while for others, it simply means time off. It may or may not involve hard work and productivity.

The Diocese of Montreal recognizes two broad classifications of sabbatical leave. The first, referred to as "Educational Leave of Absence" is primarily concerned with a period of time (maximum one year) focusing on a major study or educational component. The second category is referred to as "Sabbath Leave", and is primarily concerned with a shorter period of time (8-12 weeks) focusing on the rest and refreshment of the individual.

EDUCATIONAL LEAVE OF ABSENCE

The understanding of this is a period of time where the individual may be enrolled as a full-time student at an accredited university or college, in order to complete previous studies or undertake new learning. During this period, the individual must resign his/her position and go "on leave". Upon completion of the educational leave of absence, an accounting of the leave's content and new learning will be expected.

The concept of educational leave of absence has its roots in scripture. Study time was exercised by the teachers of the Law and Our Lord was found to be in the temple listening to the teachers. Because study was an integral part of the ministry of the disciples, periods of extended study time may be necessary in a vocation that seeks to continue the teaching ministry of Christ and the disciples.

There are 4 types of educational leave:

1. Post-Secondary/Undergraduate Courses

Leave of absence, up to two school years may be granted to an individual for the purpose of returning to university to continue his or her education. Leave may be once renewed for a period not exceeding a further two years. Variations in the above policy may be considered to meet semester requirements, the total leave of absence time not to exceed four school years.

2. Graduate Courses

Leave of absence may be granted to an individual to complete a graduate degree.

- a. Each request will be considered on its individual merits.
- b. The leave of absence may not exceed two years.

3. Short Courses

Individuals may apply for leave of absence to take courses either of his/her own choosing or upon the request of the diocese.

4. Subsidies for Courses

Where subsidies are available, payment is based on consideration of the following factors:

- Courses taken at the direction of the diocese – up to 100%
- Courses requested by clergy or staff and clearly related to his/her work – up to 75% (if funding is available through Enabling Clergy)
- Other courses – up to 50% (if funding is available through Enabling Clergy)

Successful completion of the course, or full attendance, is applicable.

SABBATH LEAVE

This time is considered a combination of rest, travel and study. The time away from the usual work surroundings and routine can be used in a variety of ways to meet individual needs and as such the

sabbath leave allows for a fair degree of flexibility. Sabbath Leave is a parish (salary paying source) leave that is granted with the Churchwardens and Bishop's approval.

The concept of sabbath leave also has its roots in scripture. Sabbath time and sabbath day are about periods of rest, refreshment and renewal. Because the sabbath was an integral part of the process of creation, not an afterthought, periods of sabbath time which vary in length are necessary in a vocation that seeks to continue the creating work of God.

Procedure for taking Sabbatical Leave

1. Eligibility and Granting

- a. All clergy on the Bishop's List who have been ordained for a minimum of five years and in their current appointment for a minimum of three to five years, in consultation with their bishop and churchwardens, be considered for either type of sabbatical leave. Senior diocesan staff, in consultation with the diocesan bishop may be considered for either type of leave.
- b. After initial sabbatical leave, a priest may apply for a sabbatical leave subsequent to each period of five years in ministry.

2. Duration

- a. The educational leave of absence varies depending on type of leave granted, but cannot exceed a period of two years, with the potential for renewal at the review and discretion of the Bishop.
- b. The sabbath leave is usually granted for a period up to 13 weeks.
- c. Professional development time cannot be added to the duration of either leave.
- d. Annual holiday time may be added to the duration of the leave, if the leave is taken during the summer period; however an educational leave and a sabbath leave cannot be taken within the same year.

3. Funding

Partial financial assistance for the educational component of all leaves may be available from the Continuing Educational Plan of the National Church. Applications for grants from the Enabling of Clergy are available from the Diocese. Clergy may apply to the National Church for a grant of up to \$3,000 for a sabbatical leave of 8 weeks or more. Also, clergy may apply for funding through "Sabbatical Grants for Pastoral Leaders", available from the Lilly Foundation, Louisville Seminary (please see their website for details/deadlines). Parishes may also wish to make a financial contribution to the leave.

4. Return

- a. For educational leave of absence, every effort will be made to arrange, in consultation with the Bishop, for the individual granted leave to return to an appropriate position.
- b. Upon return from educational leave of absence, the individual reports to the Bishop.
- c. For sabbath leave, it is expected the individual granted leave will return to his/her same position and remain in this position for a period of not less than one year.

5. Application

- a. Written application to the Bishop about a proposed educational leave of absence/sabbath leave must be made at least six months prior to the leave taking place.
- b. The letter of application to the Bishop will include a supporting letter from the churchwardens of the applicant's parish (or equivalent group if the applicant is not in a parish); for sabbath leaves, the letter from the churchwardens should provide details

concerning the parish's ministry coverage and financial arrangements agreed to for the duration of the leave.

- c. The letter of application will outline the sabbatical programme proposed. This outline will include the following:
 - full description of the proposed leave including places of study and intended courses,
 - personal goals for taking the leave,
 - procedures for supervision and reporting of the progress of the leave,
 - if there is to be an evaluation of the work, how such will be accomplished,
 - the relationship of this programme to future employment in the church.
- d. The arrangements for supply to replace the applicant during the leave shall be made according to the mutual consent of the applicant, salary paying source and the Bishop.

6. Stipend and Benefits

Educational Leave of Absence

- a. As a general rule the leave will be without salary, travel allowance or housing or housing allowance.
- b. During the leave, pension and long-term disability contributions may continue, as will the extended health care, dental care, and group insurance. The cleric's contributory portion of the premiums will be deducted before the leave commences.

Sabbath Leave

- a. The parish or the employer of a non-parochial staff member will pay 50% of stipend to the priest and 50% to the diocese to arrange for replacement costs. Pension contributions will continue-unless negotiated with the Bishop otherwise.
- b. The salary paying source is encouraged to establish a fund to meet the cost of clergy and/or employee replacement during the period of sabbath leave.
- c. The salary paying source will pay replacement clergy and/or lay readers according to the diocesan policy in effect at the time of the sabbath leave.

Revised and Approved by Diocesan Council May 19, 2009

JURY DUTY/COURT WITNESS

The Diocese recognizes that jury duty is a responsibility of citizenship, and hopes that employees called will respond willingly. Arrange for time off with your supervisor as soon as you become aware of the circumstances and give him/her a copy of the notification form. Normal salary will be paid in your absence, subject to adjustment for fees received for duty lasting longer than 1 week. This does not apply if the employee is a plaintiff or defendant in a court action.

EXTENDED VACATION

Additional unpaid time off (leave of absence) may be granted after all normal vacation entitlement has been used.

PARTICIPATION IN THE POLITICAL PROCESS

The Diocese of Montreal recognizes that clergy and lay staff may wish to take an active part in community affairs. Accordingly, the diocese will provide the opportunity for individual to participate in the political process regardless of the political affiliation of the individual.

PROCEDURE

Individuals seeking elective public office or wishing to participate as a campaign manager, will notify their immediate superior (and, in the case of a cleric, the churchwardens) as soon as possible of their intention. As soon as such candidacy is official or the appointment as campaign manager is made, leave of absence must be requested.

PROVINCIAL AND FEDERAL ELECTIONS - CANDIDATES

In the case of appointments held by licence from the Bishop, the application for leave of absence must be accompanied by a statement of intention to resign from such appointment if elected.

The leave of absence will normally be granted on the following terms:

- a. **Campaign** The leave of absence will cover the period from the date of the issuance of the election writ to the date of the election.
- b. **On election** If elected, the intended resignation will become effective and the leave of absence will be extended for the initial term of office in the elected position. The individual will be entitled to maintain his/her rights to any benefits accrued during the prior service in the diocese. Further leaves of absence on similar conditions may be granted at the discretion of the diocese for a further period if elected beyond the first.
- c. **Return to Employment** When the individual resigns from public office, does not seek re-election, or is not re-elected, and the leave of absence ceases, every effort will be made to return the individual to a position comparable to that which he/she enjoyed prior to his/her election.

MUNICIPAL ELECTIONS - CANDIDATES

Even in the event that only part-time responsibilities are involved, the individual must apply for the necessary time away from diocesan or parish responsibilities. The Bishop, at his/her discretion, may assign the individual to an alternative responsibility on such conditions as appear reasonable in the circumstances. If, after election, the demands upon the individual's time, created by public service responsibility, require full-time participation, or are such that the individual is unable to discharge properly his/her position in the diocese, the individual will resign and apply for leave of absence.

CAMPAIGN CHAIRPERSON, POLLING OFFICERS

An individual may be granted an unpaid leave of absence for up to eight weeks to act as a campaign chairperson for a prospective federal or provincial member or a municipal representative. An individual may be granted leave of absence without pay on an election day to act as an electoral officer, poll captain, or other office connected with an election.

OTHER

Unpaid time off other than above may also be considered at the discretion of the Bishop or the Executive Officer, as applicable.



Diocese of Montreal – Anglican Church of Canada

IV. SEXUAL MISCONDUCT POLICY

It is the obligation of the churchwardens and the incumbent to ensure that their congregations are free from sexual misconduct. It is the responsibility of the churchwardens and incumbent to ensure the parish has implemented, and is maintaining, an effective screening policy. Volunteers must receive training at the beginning of their ministry assignment regarding the diocesan policy and sign a policy acknowledgement form.

Every person who has information with respect to the abandonment, desertion or need for protection of a child, or the infliction of abuse upon a child, must report this information to the appropriate Children's Aid Society and inform the Executive Officer, Archdeacon Janet Griffith, immediately at (514) 602-3756. Churchwardens, must ensure this obligation is understood and complied with.

The Sexual Misconduct Policy and Procedures of the Diocese of Montreal, approved by Diocesan Council on March 11, 2008 are as follows:

Diocese of Montreal Sexual Misconduct Policy and Procedure

1. Preamble

- 1.1 We affirm that every human being is created in the image of God who has made for us loving, covenantal relationships with our Creator, others and the world. We believe that our peace arises out of right relationships. Our personal dignity, freedom and bodily integrity are ensured by faithfulness to just covenants of mutual entrustment, care and respect. Such covenants undergird the moral framework of our communal life, responsibilities and entitlements.
- 1.2 We further acknowledge that children, adolescents, the infirm and elderly are particularly vulnerable to the tragic consequences of broken covenants and abusive treatment. Special care must be taken to protect their individual rights and personal integrity.
- 1.3 There is universal agreement that respect, reverence and mutuality are necessary in all human relationships. This agreement about the fundamentals of human relations, including sexual relations, leads to a firm judgement and condemnation of sexual abuse and exploitation.
- 1.4 Sexual abuse is self-gratification by exploitation. It makes and impersonal object of the other person, abusing both the person and sexuality itself. Abuse occurs in a wide range of sexual activities: always in rape and child molestation, usually in adultery and prostitution, and sometimes even in marriage. Sexual abuse also occurs in the socially subtle aspects of sexism and in sexual harassment or employees in the workplace. The Church must be clear about these violations of sexual intimacy. It must be explicit in its teaching about these particular aberrations of sexual relations, aggressively proactive about its social policy and action touching these areas, and forthright in dealing with violations in its own community.

Lambeth Conference Report, 1988

- 1.5 This policy has been adapted from policies of the General Synod, the Synod of the Ecclesiastical Province of Canada and the Diocese of Fredericton, whose work is gratefully acknowledged.
2. **Policy**
- 2.1 The Diocese of Montreal undertakes to ensure that all activities, work and pronouncements with which it is engaged uphold the values of love, truth and justice, and are demonstrably free from violence, coercion and discrimination.
- 2.2 It is our policy that sexual assault, sexual harassment or sexual abuse of any kind, whether to an adult, adolescent or child, male or female, by or to any officer, cleric, member, employee or volunteer, will not be tolerated.
- 2.3 We will actively work to prevent such occurrences and deal with any accusations promptly, seriously and systematically, in co-operation with proper authorities where appropriate.
- 2.4 Particularly in relationships of trust where power and authority and confidentiality are dynamic, the greatest of care will be expected to be exercised to avoid taking advantage of trust, or abusing power and responsibility of authority.
- 2.5 At all times an ethic of mutual respect, responsibility and caring, as well as modelling wholeness and healthy sexuality in relationships, will be the goal. We will practice, advocate and educate to that end.
- 2.6 Adherence to this policy is seen and understood as a mandatory and vital component of our life and work together as clergy, employees, officers, members and volunteers of the Diocese of Montreal, and applies to, but is not limited to, the following: clergy of the Diocese, employees of the diocese and parishes, members of the Synod and the Council, officers of the Synod, and chairs and members of the Synod's other committees, both lay and cleric.
3. **Definitions**
- 3.1 **Sexual Harassment**
- 3.1.1. Sexual Harassment refers to any attempt to coerce an unwilling person into a sexual relationship, or to subject a person to persistent unwanted sexual attention, or to punish a refusal to comply, or to reward compliance. Sexual harassment must be understood as an exploitation of a power relationship, rather than as an exclusively sexual issue. Sexual harassment may involve a wide range of behaviours from verbal innuendo and subtle suggestions to overt demands and unwanted inappropriate physical contacts of a sexual nature. It may be an incident or a series of incidents. It is behaviour of a sexual nature that is known or ought reasonably to be known as behaviour that is unwanted or unwelcome. Sexual harassment includes actions which contribute to an environment that is "poisoned" by suggestive pictures or cartoons. Sexual harassment is prohibited by federal and provincial law.
- 3.2 **Sexual Assault**
- 3.2.1. "Assault" means any intentional use of force or threat of use of force against another person without his or her consent. The law does not specifically define the term "sexual assault". It is, however, any form of assault involving some form of sexual activity. Kissing, sexual contacts, fondling or sexual intercourse with another without his or her consent is simple sexual assault. (The judge or jury decides whether in a particular case there was sexual assault.)

3.2.2. There is also the category of “aggravated sexual assault” which includes bodily harm, assault with a weapon, threats or threats to a third party. Other categories of sexual assault include intercourse with a person under the age of 14, intercourse with a person age 14-16, incest, bestiality and gross indecency.

3.2.3 Further sexual offences against children include: sexual interference, invitation to touching, sexual exploitation of a young person, a parent or guardian procuring sexual activity of a child, exposing genitals to a child, vagrancy, juvenile prostitution, corrupting children, indecent acts.

(Canada’s Law on Child Sexual Abuse – A Handbook)

3.2.4 Note: Consent is understood as non-coercive. If a victim agrees to any assault under threat, or if consent is obtained by fraud or by the influence of a person in authority over the victim (e.g. counsellor, pastor, guardian) it will be deemed to be no consent. An accused may show “honest belief” of consent and may not be convicted. However, it is always no consent for children under age 12; under specific circumstances with peers for children age 12-14; and with young persons age 14-18, consent is not valid if the accused was in a position of authority over them. Also there are further provisions for mentally or otherwise incapacitated or vulnerable children, adolescents and adults.

(Criminal Code of Canada, Bill C-127, 1983 and Bill C-15, 1988)

3.3 Sexual Exploitation

3.3.1 Sexual exploitation is a term to describe behaviour which may incorporate sexual harassment, assault or abuse, and sexual misconduct. It focuses on the power of the perpetrator in relation to the vulnerability of the victim and refers to the act of taking advantage of such vulnerability for one’s own pleasure or gain.

3.4 Sexual Misconduct

3.4.1 For church workers (lay or ordained, paid or volunteer), sexual misconduct is defined as sexual harassment, sexual assault, sexual exploitation, sexual abuse or any other sexual activity or conduct (including, but not limited to sexual intercourse) in which the church worker takes advantage of the vulnerability of a person under his or her pastoral care or other guidance or leadership. Such behaviour, whether it appears to be initiated by the church worker or by the person under care or leadership, shall be deemed to be sexual misconduct.

4. Principles

4.1 Confidentiality shall be respected, except where the law demands otherwise, or where others are at risk.

4.2 An accused person shall be presumed innocent until proven guilty.

4.3 Suspension from office or employment may be used as tool to protect all parties during an investigation. In such cases, suspension is without prejudice and, where it is suspension from employment, it shall be with pay.

4.4 All complaints shall be taken seriously and will be investigated as quickly as possible. All time frames specified in this policy shall be strictly adhered to unless an extension is consented to by the Bishop, the complainant and the respondent, such consent not to be unreasonably withheld.

4.5 Nothing shall be done to interfere with a criminal investigation.

4.6 A complaint of sexual assault or abuse of children shall be reported to civil authorities immediately and in accordance with the laws of the appropriate jurisdiction.

- 4.7 Preserving the safety and well-being of a complainant, or others who might be affected, will be a priority.
- 4.8 The Diocese of Montreal will do all it can to preserve the safety of the places of work, worship and meetings for its clergy, employees, officers, members and volunteers.
- 4.9 Any action taken will be done with pastoral sensitivity, upholding confidentiality, unless required to disclose by law, or where safety issues exist, or where waived by the parties.
- 4.10 Everyone is entitled to pastoral care.
- 4.11 No person or persons shall knowingly make a false or vexatious complaint. Intentionally to make such a complaint will be treated as a form of harassment subject to this policy.
- 4.12 Mandatory reporting of sexual abuse of minors shall be strictly complied with.

5. Prevention

- 5.1 The officers of the Synod and the Diocesan Council will take responsibility for education both about sexual assault and sexual harassment and about this policy among clergy, employees, officers, members and volunteers.
- 5.2 The same groups will strive to make the places of work, worship and meetings for clergy, employees, officers, members and volunteers free from sexual assault and sexual harassment.
- 5.3 This policy and any other policies addressing harassment will be explained to existing clergy, employees, officers, members and volunteers and their written agreement to comply with this policy will be required.
- 5.4 When clergy, employees, officers, Synod or Committee members or volunteers are hired, elected or chosen, their written agreement to comply with this policy will be required.
- 5.5 Part of the orientation for all new clergy, employees, officers, Synod or Committee members and volunteers will include a review of this policy and the procedures for making complaints.
- 5.6 Training for understanding of acceptable and unacceptable behaviours and orientation to this policy shall take place annually for new clergy, employees, officers, Synod and Committee members and volunteers, and at least once every three years there will be a general training session on respectful behaviours.

6. How to Proceed with Complaints of Sexual Assault or Sexual Harassment of Adults

6.1 Informal Process

- 6.1.1 In the case of sexual harassment, it is expected that the person responsible for the harassment be informed simply and clearly that it is unacceptable behaviour and must stop. Where there is an allegation concerning the abuse or harassment of children, this process is precluded and all complaints are referred to the appropriate external authorities. (See Appendix VII)
- 6.1.2 During this informal process stage, a person who believes that he or she is being harassed may request help from the first line designate listed below to assist with the communication with the person responsible for the harassment. The decision about future action of any sort will be made by the person complaining in a confidential atmosphere, except if the person hearing the complaint believes that the complainant or anyone else is at risk.

6.1.3	Complainant	First Line Designate
	Cleric, Employee, Member or Volunteer	Executive Officer
	Executive Officer	Bishop

- 6.1.4 The First Line Designate shall complete a written record of the concern raised, action taken and the outcome of the contact. This record shall be sent to and retained in confidence by the Archivist. The Archivist shall retain all informal complaints made or referred to him or her under this policy.
- 6.2 Formal Process
 - 6.2.1 If the complainant wishes to proceed to a formal process, including investigation, decision making and mediation, the complaint shall be made in writing to the First Line Designate listed above with a copy to the Archivist. The help of the First Line Designate may be sought to assist with his initial stage of the formal process. The complaint letter needs to contain some particulars of the behaviour, but need not be exhaustive in its level of detail. The letter should request that the complaint be investigated.
 - 6.2.2 If a complaint is made against the Executive Officer, it should be filed with the Bishop. If a complaint is made against the Bishop, it should be filed with the Metropolitan, and if the bishop is the Metropolitan, then with the bishop next senior by consecration in the Province of Canada.
 - 6.2.3 If a complaint is made against a member of the clergy, the Executive Officer at his or her discretion may refer it to the Bishop.
 - 6.2.4 The person who receives a complaint, if not the Executive Officer, shall advise the Executive Officer of the complaint immediately upon its receipt, and the Executive Officer shall immediately advise the accused person of the complaint and its particulars, and that an investigation has commenced no later than three working days after receiving the complaint.
 - 6.2.5 The Executive Officer shall ensure that an investigation is commenced immediately by an investigator skilled and trained in this type of investigation.
 - 6.2.6 All written complaints shall be forwarded to the Executive Officer and he or she shall retain all written complaints made or referred to him or her under the policy. All respondents shall have full access to a written complaint filed against them and retained by the Executive Officer. The written complaint shall be kept in a sealed, secure and confidential place.
- 6.3 Investigation Process
 - 6.3.1 The Executive Officer, shall refer the complaint to the Committee of Inquiry described in Canon 34, who shall proceed to investigate the complaint pursuant to that Canon.
 - 6.3.2 Pastoral care and counselling assistance will be offered to the complainant and the respondent. Counselling shall not be provided by any member of the Committee of Inquiry.
- 6.4 External Process
 - 6.4.1 A report of the incident may always be made to the appropriate human rights commission, police or other civil authority.
- 6.5 The role of a third party
 - 6.5.1 Those who observe or know of incidents of sexual harassment or sexual assault have the responsibility to assist in making meetings and other activities free from sexual assault and sexual harassment. Anyone having knowledge of or observing such incidents may encourage the person harassed or assaulted to begin the process of complaint, or share their concerns with a first line designate to discern any further steps that may be appropriate.

7. Sexual Assault or Sexual Harassment of Children, Vulnerable Adults or Adolescents (aged 16-18) – Special Concerns

7.1 Children

- 7.1.1 The law requires that complaints of sexual assault or sexual harassment of children must be reported immediately to the Youth Protection Agency.
- 7.1.2 Suspicion of assault or harassment requires similar reporting if there are reasonable grounds to believe that the child is at risk.
- 7.1.3 Officers of the Synod will co-operate with authorities in their investigation.
- 7.1.4 No further internal investigation by the Synod officials will proceed at this time to not jeopardize the criminal investigation. However, legal and counselling help may be offered.
- 7.1.5 Pastoral care for the respondent and the respondent's family will be offered. Pastoral care for the church community affected will be provided.
- 7.1.6 A volunteer under investigation under this section may be immediately suspended from such volunteer activity, without prejudice, with the terms of that suspension to be determined at the discretion of the Executive Officer. An employee under investigation may similarly be suspended, without prejudice and with pay.
- 7.1.7. Therapeutic or pastoral help will be offered quickly to the child's family and the child, in person, by the Executive Officer or the person designated by the Executive Officer.
- 7.1.8 Balancing protective action, correct legal response, pastoral care and confidentiality will be challenging and will require consultation with experts.
- 7.1.9 A Synod or Committee member or volunteer found guilty of sexual assault of a child in the criminal or civil court process will be removed as a Synod or Committee member or volunteer.
- 7.1.10 If the investigation is inconclusive, or if the accused is found not guilty, other appropriate action may still be considered by the Executive Officer in consultation with the Bishop and legal officers of the Synod.

7.2 Adolescents

- 7.2.1 Care will be taken to determine whether the involvement of parent(s) or guardian(s) is appropriate.
- 7.2.2. If it is determined that the previous section "Children" does not apply, the adolescent complainant may follow the procedures in section 6, "How to Proceed with Complaints of Sexual Assault or Sexual Harassment of Adults".

7.3 Vulnerable Adults

- 7.3.1 When a complaint is made of misconduct involving an adult who may be vulnerable because of mental incapacity, whether due to mental retardation, brain injury, age-related dementia or some other cause, care will be taken to determine whether the involvement of the complainant's family is appropriate. If the complainant is under the guardianship of a tutor, the tutor shall be notified of the complaint.
- 7.3.2 The Executive Officer shall ensure that pastoral support is made available to the complainant and the complainant's family, where appropriate.

7.4 Discipline

- 7.4.1 If an employee or volunteer is found guilty of sexual misconduct under this policy, he or she may be subject to sanctions as described in Canon XVIII of the General Synod.

- 7.4.2 Should a complaint be found to be falsely made and malicious in nature, discipline may be imposed on the complainant.
- 7.5 Updating and Reporting Process
 - 7.5.1 The Executive Officer shall report on the use of this policy at each regular meeting of the Synod. The report shall include statistics on the number of complaints made pursuant to this policy since the last report, the number of complaints resolved and in what manner they were resolved. The report may include recommendations from the officers of the Synod regarding any proposals to modify this policy.
 - 7.5.2 The officers of the Synod and the Diocesan Council shall monitor this policy on an as-needed basis, but at least every three years.
 - 7.5.3 This policy may be amended by either the Synod or the Diocesan Council.



Diocese of Montreal – Anglican Church of Canada

V. CONFIDENTIALITY

In all matters regarding the life of a cleric or parish employee the expectation is that he/she will first approach his/her Archdeacon. If a cleric seeks to confide in an Archdeacon other than his/her Archdeacon, then the cleric should know that the Archdeacon may, at his/her own discretion, share any or all of that conversation with the cleric's Archdeacon and/or the Bishop. If a cleric confides to his/her own Archdeacon, it is up to the discretion of the Archdeacon to decide whether to share with one or more of the other members of the Episcopal Council information from the discussion which he/she believes to affect significantly the life and ministry of the diocese. Such information is never shared beyond the Episcopal Council by a member without the explicit approval of the Episcopal Council and the cleric. If the cleric, himself or herself, chooses to divulge confidential information beyond these agreed parameters making it more public, the Bishop cannot be held as strictly bound by the previous commitment to confidentiality.

Confession / Pastoral Confidentiality / The "Seal of the Confessional"

- The right to make one's confession is guaranteed to the faithful in both the BCP (p. 91, p. 581) and the BAS (p. 166). If for whatever reason a priest feels unable or unwilling to hear a confession, he or she is bound to direct the penitent to another priest who is reading, willing and able to do so.
- The BAS (p.166) is clear: "*The secrecy of a confession of sin is morally absolute for the confessor, and must under no circumstances be broken.*"
- In November 1987 the National Executive Council (now the Council of General Synod, or CoGS) adopted a statement which began: "*It is the historic obligation of the members of the clergy of the Anglican Church of Canada to regard as a sacred trust all confidential information imparted to them either under the seal of the confessional or revealed to them in their capacity as pastors.*"

While other provinces do not support this by law, Section 9 of the Quebec Charter of Human Rights and Freedoms (R.S.Q. C-12) reads:

"Every person has a right to non-disclosure of confidential information. No person bound to professional secrecy by law and no priest or other minister of religion may, even in judicial proceedings, disclose confidential information revealed to him by reason of his position or profession, unless he is authorized to do so by the person who confided such information to him or by express provision of law. The tribunal must, ex officio, ensure that professional secrecy is respected."

- d. An exception to this provision of the Charter is made with regard to the reported sexual abuse of children – see Appendix VII re: Sexual Abuse Policies.

Mail

Routine Mail addressed to the Bishop is opened by the secretary. If you are writing about a matter which is personal, please mark the envelope "Personal". It is assumed that parish matters may be shared with the Archdeacons unless specifically asked to be held in strict confidence.

Parish Responsibilities

The following should be considered in regards to all information collected or in current possession.

- What information is being collected and for what purposes?
- Who will have access to the information?
- Who is the information being released to? Congregations should consider such information as parish registries, parish lists, donation records, etc. to be confidential documents.
- Ensure that a signed consent form is completed for those having photographs taken for the photo directory and that those people are allowing their names, addresses, and phone numbers to be printed in the directory. Parishes should consider who the directory is being distributed, If advertising is sold in the directory, the parish should consider signed consent before distributing the directory to non-members of the church.
- Ensure that the use of information and lists is for the purpose in which consent from a member of the congregation was given. All police record checks which are requested should be seen by the Rector, and/or designate and in the file it should be noted that the person's Police Records Check has been reviewed and it should be returned to the person to whom it belongs. Parishioners who need to have documents such as parish lists in their personal possession should be required to sign a confidentiality statement. The signing of confidentiality statements is required for all who are in ministry roles in which they have access to confidential or personal information (position such as Pastoral Care Visitors, Lay Eucharist Minister, etc.)
- Parishes should ensure that information that is being released such as copies of baptismal information, wedding and confirmations, etc. is being released to people who are entitled to receive that information.
- Parishes should add a privacy disclaimer to their personal website.
- Parishes should have a Privacy Signatory at the end of emails and faxes. Sample phrases include: **PRIVACY POLICY:** This email message is confidential, for the exclusive use of the addressee. If you are not the intended recipient of this message, please delete this information.
- In regards to personal information being requested from the parish over the telephone such as telephone numbers of members of the congregation, the person inquiring should give their number and that should be passed on to the person about whom the call was made. In that way, the parishioner can make their own decisions about whether to be in touch with the telephone enquirer.
- Parish files which are stored electronically including but not limited to parish lists with unlisted telephone numbers should be password protected.

The principles recommended to a parish in determining whether or not to provide access to personal information are:

- A person or family should be give access to entries containing their own information.
- Others should not be given this information without the specific, written permission of the person or family to whom it relates
- While one may wish to encourage legitimate historical research and such researchers may be given access to parish records, it is for the officers of the parish to decide what constitutes legitimate research and which specific requests to grant.



Diocese of Montreal – Anglican Church of Canada

VI. PERFORMANCE EVALUATION— to come...

The assessment of clerical ministry is the responsibility of the Bishop. The Diocese is in the process of developing a Mutual Ministry Assessment, which enables parishes to assess both the clerical and parochial ministry and set goals for future ministry initiatives. More information about this document will be released by the Human Resources Committee in the coming months.



Diocese of Montreal – Anglican Church of Canada

VII. POWERS OF ATTORNEY, MANDATES AND ACTING AS A LIQUIDATOR

In order to protect clergy and laity from a duality of roles and conflict of interest, this policy was developed. In the event that clergy believe that to provide a service as Mandatary or Liquidator is in keeping with the boundaries of the ministerial relationship, the cleric will discuss the matter with the Territorial Archdeacon and/or Bishop.

From time to time clerics or others associated with or employed by churches of the diocese may be asked by non-family members to agree to be appointed as attorneys or mandataries under the Quebec Civil Code and the Quebec Code of Civil Procedure. This appointment may permit personal care decisions to be made by the mandatary when the grantor is mentally incapable of giving or refusing consent to medical treatment, and also management by the mandatary of the assets of the grantor.

After careful consideration, the Bishop has decided that it is inappropriate for clerics and others associated with or employed by the churches of this diocese to agree to become such mandataries for persons other than members of their own families.

The Bishop has also determined that due to the potential for allegations of abuse of power and authority and potential monetary gain, Clerics will not act as Liquidator (executor) for non-family members for whom they have or have had a pastoral relationship.

In consultation with the Bishop and Chancellor, exceptions may be granted.

Approved by Diocesan Council May 19, 2009



Diocese of Montreal – Anglican Church of Canada

VIII. REGISTERS, RECORDS, STATISTICS and LISTS

Both civil and canon law make clear the duty of parish corporations (including, therefore, the clergy) both to keep and to file accurate records.

Canon 4.4 - "The Rector, Incumbent or Lay Pastor and the wardens of each parish shall, immediately after the annual meeting of the Vestry, send to the Regional Dean a report of such statistics and other information about the parish as shall be required by the Synod or the officers thereof. Such information shall be collated by the Regional Dean and presented to the Deanery Chapter for restatement or approval before being sent to the Bishop."

The Church Temporalities Act - "The Incumbent and Churchwardens shall jointly assume responsibility for the welfare of the Parish". In Particular, Churchwardens shall assume the following duties: "maintain and forward such documents and records as the Synod of the Diocese or other authority shall require."

The Record Retention Policy of the Diocese of Montreal The Record Retention Policy of the Diocese is based upon the Information Circular "Books and Records Retention / Destruction" issued by Revenue Canada / Taxation, ref. 78-10R2, July 14th, 1989. This can be downloaded from www.cra-arc.gc.ca. A summary can be found in the Wardens' handbook.

Obviously the primary responsibility for many of these statistics, such as the accurate recording of services, attendance and so on, falls on the clergy. Maintaining other lists, such as parish lists, the Anglican Journal mailing list, and so on, may be handled by a parish secretary – but it needs to be done in a timely manner.

Failure to maintain and report such figures and to maintain up-to-date lists results in incomplete statistics in the Synod Journal and, in the final analysis, skewed statistics for the entire Anglican Church of Canada, and a breakdown in communication with our people.

PARISH REGISTERS

Parish registers are no longer legal documents in this province; the same is true of extracts from registers e.g. for getting a passport. Nevertheless, it is important, for statistical and genealogical purposes, to keep accurate records of baptisms, first communions, Confirmations, marriages and deaths, and registers for this purpose are available through the Anglican Book Centre/Augsburg Fortress, in Toronto.

MARRIAGE

With specific regard to the celebration of marriages, Quebec makes it clear that the forms are to be sent in to the relevant provincial departments immediately after the ceremony. Failure to do so can cause serious complications for the couple.

ARCHIVES

The old civil registers continue to be valuable documents, and our archivists are very happy when parishes opt to deposit them in the Diocesan Archives for safekeeping. Likewise, before throwing out old minute books, Vestry Books, or other old documents, please contact the Diocesan Archives. They do not want old

Prayer Books, hymn books, Bibles and so on (unless they are rare editions or have valuable notes or autographs). For information regarding disposal of these items, please contact the Diocesan Archivist.

AVAILABILITY OF REGISTERS

Registers of Civil Status should not be made available for general browsing to persons researching family trees. Respond only to requests for copies of specific entries. As of January 1, 1994, certificates from these registers issued by the church have no legal value.

PARISH LISTS

Please be very careful about the sharing of parish lists. There is increased risk of their being used for commercial purposes, and also of breaches of security.



Diocese of Montreal – Anglican Church of Canada

IX. PROPERTY

THE RENTING OF CHURCHES

Where there is any possibility of one of our churches being rented to other worshipping groups check with the Territorial Archdeacon before entering into any detailed negotiations.

SALE OR PURCHASE OF PROPERTY

Canon 31 – Sale of Church Property (2005)

- a) All church property, in the absence of express provisions to the contrary, is deemed to be held for the benefit of the Anglican Church in the Diocese of Montreal as a whole, with the holder of title exercising stewardship of the property for the time being.
- b) For purposes of this canon,
 - the term “corporation” shall refer to the Synod of the Diocese of Montreal, to the vestry of any parish, church, or congregation, or to any other corporate body attached to the Diocese of Montreal by having any kind of fiscal accountability to the Bishop or to the Diocese and / or by being subject to the canons of the Diocese of Montreal;
 - the term “church property” shall refer to immovable property used for ecclesiastical purposes including, but not limited to, church or chapel, parish hall, other parochial facilities, cemetery, clergy housing or glebe land; “church property” shall not refer to immovable property acquired by gift or bequest and held temporarily prior to its alienation, provided that neither the stated purpose of the gift or bequest, nor the actual use of such property, has been for ecclesiastical purposes as described herein.
- c) When not prohibited by the title deeds or by law, all proceeds from the sale of church property, whether the title deeds be in the name of the Bishop or of the parish, church or other corporation, are to be deposited to the credit of the selling corporation with the Synod of the Diocese of Montreal. The income on the capital from such a sale shall be used as follows:
 - If the diocese is in any way supporting the corporation's cost of ministry or operations, then, unless payment for such support is otherwise provided for, the proportion of the income from the sale to be paid to the diocese to offset its share of those costs, and the proportion to be remitted to the corporation, shall be agreed upon by the diocese and the corporation.
 - If the corporation is entirely self-supporting, or would be if the income on the capital from the sale of property were part of its income, then the corporation shall receive that income.
- d) Following such sale the corporation may use the capital from the sale, or part thereof, for capital purposes such as major repairs, replacement or improvements to property, with the prior approval of the Bishop in consultation with the Archdeacons.
- e) If the corporation is dissolved, at the time of sale or thereafter, any funds held to its credit in accordance with Section 3 of this canon will revert to and become the property of the Diocese, which may expend such funds to further the mission of the Diocese.

DIOCESAN NOTARY – When to involve

There have been several instances where it became necessary for the Diocesan Notary to intervene to revise contracts for the sale or purchase of property. This is not only expensive for all concerned, but it leaves a bad taste in everyone's mouth.

It is the Diocesan Notary's job to ensure that the current and future concerns of congregations, community ministries and the diocese as a whole are protected: things like clear title, proper identification of the owner of our properties (usually the Bishop), ensuring that we are protected against abusive neighbours or illegal practices, etc. What I have seen so far indicates to me that he does a good job looking out for those concerns. Therefore, I would ask you to please contact Me Leonard to involve him early in any property transactions:

When selling property:	As soon as you decide to list your property (he will help you identify the conditions and restrictions you need your real estate agent to put into the listing)
When buying property:	At the point that you are going to draft an offer, and certainly before you sign any offer to purchase.

You can reach Me Leonard by telephone, and usually you will be able to conduct all of your business with him by phone, fax and email. Just as no property can be sold without the Bishop's signature, our policy is that the Bishop does not sign anything that Me Leonard has not verified. It may be cheapest and most efficient overall to make him your notary for most transactions, although this is not obligatory.

We also tend to buy and sell many of our properties through the Diocesan Real Estate Agent. It is optional to use the services of Mr Dowling, but his expertise and knowledge of our needs has certainly made our job easier.

Finally, if you have concerns about the financial aspects of a sale or a purchase, our Manager, Financial Services, is always available to assist you.



Diocese of Montreal – Anglican Church of Canada

X. PARISH LAY EMPLOYEES — HUMAN RESOURCES POLICIES AND PRACTICES

CHURCHWARDENS AND INCUMBENT RESPONSIBILITIES

The churchwardens are empowered, after consultation with the incumbent, to ensure the parish has adequate and appropriate lay staffing. They are the hiring and firing authority of the parish and, when hiring, must ensure there is a job description, a fair and open hiring process, and a suitable workspace. Nevertheless, all matters having to do with the management of the affairs of the parish should be under the joint management and control of the incumbent and churchwardens acting together. To do otherwise would be imprudent and potentially damaging to the life of the parish.

The need for parish staff for Christian education, counselling, youth ministry, liturgical functioning and parish administration should be discussed with the Territorial Archdeacon before the hiring process is initiated. The Territorial Archdeacon will want to ensure that there is an appropriate job description and reasonable employment standards and accountabilities.

Once lay staff have been hired, it is the incumbent's role to supervise and oversee them on a day-to-day basis. As the supervisor, the incumbent gives direction, provides feedback, ensures duties are accomplished, mediates conflict and manages performance.

STATUTORY OBLIGATIONS

Parishes, regardless of their size, must be responsible employers and ensure they comply with all relevant legislation such as: the Canadian Labour Code, Quebec Labour Standards, the Commission des normes du travail, CSST, etc.

EMPLOYEE OR CONTRACT WORKER?

Employees earn employment income, work as an integral part of the organization, and take ongoing direction from a supervisor. Churchwardens must ensure all workers designated as employees are placed on the church payroll and all appropriate statutory deductions are made.

Contract Workers provide a service, submit an invoice for the service they provide, have the ability to subcontract, have multiple clients, own their own tools or equipment and assume the risk of financial profit or loss. Independent contractors must assure the churchwardens that they have a GST number, and adequate insurance coverage.

Be careful not to confuse the two or the church may be subject to fines, penalties or other statutory obligations. For example, in usual circumstances, a parish secretary is an employee, a furnace repairperson is a contractor, and janitorial services may be either depending on the work arrangement.

EMPLOYMENT CONTRACT AND JOB DESCRIPTIONS

Every work arrangement should be in writing. The onus is on the employer to state expectations clearly. Employment Agreements should include a list of duties and responsibilities, a list of work conditions and a termination clause. Samples can be found in the Diocesan Recruitment and Selection Manual, to be made

available by the fall of 2009 (a copy should be kept in the church office, otherwise a copy can be found on the Diocesan website).

HIRING

The most effective hiring begins with a thorough job description. The job ad, the resume screening, the interview questions and selection decision should all be based on this job description. The Human Resources Committee recommends an open selection process for it offers a wide selection of applicants. During the interviews, use the same questions and strive to create a similar atmosphere for each applicant so all compete equally.

HIRING A PARISHIONER

There are obvious advantages to hiring parishioners – they know about the congregation and understand the functions of the church. On the other hand, the priest must function as both supervisor and pastoral caregiver. To safeguard the interests of the parish as well as the individual, and with an eye to the Human Rights Code, strive to choose the most qualified and gifted person for the position. Should that person be a parishioner, then speak quite openly and frankly about how that person's relationship with the clergy and church will change. It is recommended that when a parishioner is hired, they make arrangements to receive pastoral care elsewhere and it is preferred that if possible they begin attending another church.

Staff Employed to Function in a Parish

The need for a parish staff person in the following areas should be discussed with the Territorial Archdeacon before the hiring process begins:

- Christian Education
- Counselling
- Liturgical functioning
- Parish administration
- Youth Ministry

The Bishop shall be assured that an appropriate job description has been prepared; that reasonable standards of employment, accountability, qualifications and remuneration are well established. If the staff person is ordained, there are additional requirements for licensing by the Bishop. **The Bishop must be consulted prior to any offer of employment being made to a cleric.** An offer of employment should be prepared which must include salary, benefits, terms and length of contract, the evaluation process and the lines of accountability. Care should be taken to ensure that all professional parish staff have adequate liability insurance coverage.

CONFLICT OF INTEREST

It is usually inappropriate to have an employee or family member of an employee serve on the parish council, as a churchwarden, as a supervisor or as an officer of the parish. This would constitute a conflict of interest in that the employee would serve in a dual role and may not be able to make decisions which have the church's best interests in mind. It is also inappropriate for an employee to supervise a family member.

COMPENSATION

Not-for-profit organizations tend to pay a little less than commercial organisations. Nevertheless, the church must always act equitably and justly. Therefore, comparison with other parishes is appropriate in order to ensure the parish is paying its staff adequately. As just and fair employers, the churchwardens should apply

the annual cost of living adjustment to lay staff compensation levels, otherwise they do not keep pace with inflation.

PENSION AND BENEFITS

It has been diocesan policy that all eligible parish lay employees be enrolled in the Diocesan Lay Retirement Plan of the Anglican Church of Canada. Lay Employees of Synod have been members of the Anglican Church of Canada since 2006. The Lay Retirement Pension Plan is a money-purchased plan requiring a deduction of 5% of gross salary from both the employee and employer. The cost of the benefits plan is shared equally between employee and employer. For more information about the pension and benefits plan please contact the Diocesan Payroll Administrator.

PERFORMANCE EVALUATION

The evaluation of parish employees' performance is the responsibility of the incumbent. The churchwardens may wish to participate in this process if appropriate. The principles of a good performance evaluation meeting are that:

1. There are no surprises; previous difficulties are reviewed because they should have been resolved when they occur,
2. Goals are reviewed and new goals set,
3. Feedback is clear, specific and non-judgmental.

DISABILITY AND SICK LEAVE

Unless the parish has its own sick leave policy, it is under no statutory obligation to pay an employee who is on sick leave. In these cases, employees who are ill must apply for Employment Insurance. If the parish continues paying an employee while he/she is ill, it must consistently do so for all other employees. Make sure a doctor's certificate is filled out before the parish grants the leave and again when the employee is ready to return to work. Only hire temporary replacement staff while the employee is on sick leave since the Human Rights Code assures them of their job upon recovery. Consult with the Executive Archdeacon or Diocesan Human Resources Coordinator if you have questions.

RESIGNATIONS OF EMPLOYEES

From time to time work arrangements come to an end. It is a general practice that an employee gives an employer two weeks written notice that they intend on leaving the job.

DISMISSAL OF EMPLOYEES

When an employee's performance is unsatisfactory, the incumbent and churchwardens must do all they can to ensure that there is a fair process of performance management before dismissal is considered; this includes accurate documentation of less than satisfactory performance and record of warnings given. A badly managed employee dismissal can severely harm the life of the parish. Please consult with the Executive Archdeacon or the diocesan Human Resources Coordinator before you proceed with an employee dismissal.

RECORDS MANAGEMENT

The churchwardens must ensure that adequate records and files are kept within the parish. A file for each employee should be kept in a locked file cabinet.

This file should include, but not be limited to:

- the employee's resume
- employment contract
- job description
- salary and benefit information
- screening documentation such as a police records check
- performance evaluation documentation
- continuing education material
- performance management documentation
- sick leave and leave of absence memos
- resignation or termination documentation.

Access to personnel files should be restricted to the incumbent, churchwardens and the employee (optional). The parish should develop a policy to determine if the files are open to the employee and the retention duration of performance-related material. If employees are allowed access to their files, they must view them under supervision. Nothing is to be removed from the file unless in accordance with the parish retention policy.

The churchwardens must ensure a file is established to retain all Acknowledgement Forms for the Diocesan Sexual Misconduct Policy signed by volunteers and assistants.

APPENDICES

Human Resources



Diocese of Montreal – Anglican Church of Canada

THE CHURCH TEMPORALITIES ACT- FULL TEXT

APPENDIX I

Church Temporalities Act 1852
14-15 Victoria Chap. 176

An Act to make provision for the managing of the Temporalities of the United Church of England and Ireland in the Diocese of Montreal and for other purposes therein mentioned.

Proclaimed December 18, 1852

(as amended by -

53 Victoria Chap. 123 (1890)

1 Edward VII Chap. 84 (1901)

1 George V Chap. 104 (1911))

Whereas by an Act of the Parliament of this Province made and passed in the sixth year of Her Majesty's Reign, intituled *An Act to make provision for the management of the Temporalities of the United Church of England and Ireland in the Diocese of Quebec, in this Province and for other purposes therein mentioned*, provision was made by law for the internal management, by the members of the said Church, in the said Diocese of Quebec, of the Temporalities thereof, and for allowing the endowment thereof; And whereas by Letters Patent under the Great Seal of the United Kingdom of Great Britain and Ireland, bearing date the eighteenth of July, one thousand eight hundred and fifty, so much of the said Diocese of Quebec as constitutes the District of Montreal in Lower Canada aforesaid, was and is erected into a separate See or Diocese, under the name or style of the Bishopric or Diocese of Montreal; And whereas it is in consequence desired, on behalf of the Church of England in Canada in the said Diocese of Montreal, that separate provision should be made by law for the management by the members of the said Church in the said Diocese of Montreal, of the Temporalities thereof, and also for allowing the endowment thereof, and it is just and expedient that such provision should be made.

I. Be it therefore enacted by the Queen's Most Excellent Majesty, by and with the consent of the Legislative Council and of the Legislative Assembly of the Province of Canada, constituted and assembled by virtue of and under the authority of an Act passed in the Parliament of the United Kingdom of Great Britain and Ireland, and intituled, *An Act to re-unite the Provinces of Upper and Lower Canada, and for the Government of Canada*, and it is hereby enacted by the authority of the same, that from and after the passing of this Act, the soil and freehold of all Churches and Chapels of the communion of the said Church of England in Canada now erected or hereafter to be erected in the said Diocese of Montreal, and of the church-yards and burying grounds attached or belonging thereto respectively, shall be in the Parson or other Incumbent thereof for the time being, and the Churchwardens to be appointed as hereinafter is mentioned, by whatever title the same may now be held, whether vested in trustees for the use of the said United Church, or whether the legal estate remains in the Crown by reason of no Patent having been issued, though set apart for the purposed of such Church or Chapel, Churchyard or Burying Ground; provided always, that nothing in this section contained shall extend to affect the tenure of any Parsonage or Rectory now established by Letters Patent, or of any Proprietary Church or Chapel.

II. And be it enacted, That all pew-holders in such Churches or Chapels, whether holding the same by purchase or lease, and all persons holding sittings therein by the same being let to them before the passing of this Act by the Churchwardens, or after the passing of this Act by the Corporation of such Church or Chapel, and holding Certificate from such corporation of such sitting, shall form a Vestry for the purposes in this Act mentioned and declared: Provided that no such pew-holders or persons holding sittings shall be entitled to vote at any Meeting of such Vestry, unless all the rent due and payable in respect of such pews or sittings be paid in full (53 Victoria, Cap. 123) and unless such person be a member of the Church of England in Canada, and shall have declared himself in writing, in a book to be kept for that purpose, to belong to the Church of England in Canada, and to no other religious denomination. A simple majority of the members of each of two or more Churches or Chapels having the same Incumbent may request the Bishop to declare them a combined Vestry and if the Bishop shall consent to such request he shall so declare whereupon all members of each of such Churches or Chapels shall together form a Vestry which shall meet to elect Churchwardens and fulfil all other duties and responsibilities for the combined Churches or Chapels as are described in this Act for the Vestry of each separate Church or Chapel.

III. And be it enacted, That a Meeting of such Vestry shall be holden on or before January 31st, in each and every year, after due notice thereof given during Divine Service, for the purpose of appointing Churchwardens for the ensuing year, and that at such meeting one Churchwarden shall be nominated by the Incumbent of the said Church or Chapel, and the other shall be elected by the majority of those present and entitled to vote at such Vestry meeting as aforesaid: Provided nevertheless, that in case of such Incumbent declining or neglecting to nominate a Churchwarden, then both of the said Churchwardens shall, for the current year, be elected in the manner aforesaid: and in case the members of such Vestry shall neglect to elect a Churchwarden, then both of such Churchwardens shall, for the current year, be nominated by the Incumbent : Provided always, that if, from any cause, a Vestry meeting shall not take place at the time aforesaid, such appointment of Churchwardens may take place at any subsequent Vestry meeting to be called in the manner hereinafter provided, and in case of the death, resignation, refusal to act, or change of residence to ten miles or more from any such Church or Chapel of either of the said Churchwardens, a Vestry meeting shall be thereupon called for the election of a new Churchwarden by the said Vestry, or the nomination of a new Churchwardens by the Incumbent, as the case may require.

IV. And be it enacted, That no person shall be eligible to the office of Churchwarden, except members of the said Church of the full age of twenty-one years, and who shall also be members of such Vestry.

V. And be it enacted, That such Churchwardens shall hold their office for one year from the time of their appointment or until the election of their successors, except in the case of an appointment, or nomination to fill up any vacancy occasioned by death, resignation, refusal to act, or change of residence as aforesaid, and in such case the person so appointed or nominated shall hold the said office until the next annual election, or until the election of a successor.

VI. And be it enacted, That such Churchwardens so to be elected and appointed as aforesaid, shall, during their term of office, together with the Incumbent, be a Corporation, under the name or style of "The Incumbent and Churchwardens of _____ Church (or Chapel, as the case may be), *of the parish of _____ or of (naming the place, as the case may be)*, in the Diocese of Montreal," to represent the interests of such Church or Chapel and of the members thereof, and shall and may sue and be sued, answer and be answered unto, in all manner of suits and actions whatsoever, and more particularly shall and may sue for, recover and receive all arrears or rent actually due and payable at the passing of this Act,

as well as any rent becoming due hereafter, in respect of any pews or sittings in such Church or Chapel, and may prosecute indictments, presentments, and other criminal proceedings, for and in respect of such Churches, Chapels and Churchyards, and all matters and things appertaining thereto, and shall and may make and execute faculties and conveyances, or other proper assurances in the law, to all pew-holders holding their pews by purchase, or lease to those holding the same by lease, and shall and may grant certificates to those who shall have rented sittings, such conveyances, leases and certificates to be given within a reasonable time after demand made, and at the charges of the person applying for the same; and further it shall be the duty of such Corporation, from time to time, to sell, lease and rent pews and sittings, upon such terms as may be settled and appointed at Vestry meetings to be holden for that purpose, as hereinafter provided: Provided always, that any such sale, lease or renting shall be subject to such rent, charge, or other rent, as may from time to time be rated and assessed in respect thereof at such Vestry meeting.

VII. And be it enacted, That in case of the absolute purchase of any pew in any such Church or Chapel as aforesaid, the same shall be construed as a freehold of inheritance, not subject to forfeiture by change of residence, or by discontinuing to frequent the same, and the same may be bargained, sold and assigned to any purchaser thereof, being a member of the Church of England in Canada, and such purchaser, provided the same be duly assigned and conveyed to him, shall hold the same with the same rights and subject to the same duties and charges as the original purchaser thereof; Provided that if by reason of such change of residence, or by discontinuing to frequent such Church or Chapel, any pew shall not be occupied by such pew-holder, by himself or family, or by some other person under his authority, the Corporation shall have the power to lease the said pew from year to year, in such manner and subject to such conditions for the immediate re-occupation of the same by the said pew-holder, or person acting under his authority, on request, as shall be provided by a By-law of the Corporation to be made for such cases, the said Corporation accounting to the pew-holder for the rent of the said pew.

VIII. And be it enacted, That any pew-holder, whether by purchase or lease, and any person renting a pew or sitting, shall and may, during their rightful possession of such pew or sitting, have a right of action against any person injuring the same, or disturbing him or his family in the possession thereof.

IX. And be it enacted, That such Churchwardens, so to be appointed as aforesaid, shall, yearly and every year, within fourteen days after other Churchwardens shall be nominated and appointed to succeed them, deliver unto such succeeding Churchwardens a just, true and perfect account in writing (fairly entered in a book or books to be kept for that purpose, and signed by the said Churchwardens), of all sums of money by them received, and of all sums rated or assessed, or otherwise due and not received, and also of all goods, chattels and other property of such Church, Chapel or Parish, in their hands as Churchwardens, and of all moneys paid by such Churchwardens so accounting, and of all other things concerning their said office, and shall also pay and deliver over all sums of money, goods, chattel, and other things which shall be in their hands, unto such succeeding Churchwardens, which said account shall be verified by oath before one or more of Her Majesty's Justices of the Peace, who are hereby authorized to administer the same, and the said book or books shall be carefully preserved by such Churchwardens, and they shall and are hereby required to permit any member of such Vestry, as aforesaid, to inspect the same at all reasonable times, and in case any such Churchwardens shall make default in yielding such account as aforesaid, of in delivering over such money, goods or other things as aforesaid, it shall be in the power of the succeeding Churchwardens to proceed against them at law for such default, and in case of the reappointment of the same Churchwardens, then such account, as aforesaid, shall, in like manner as is aforesaid, be made and rendered before an adjourned meeting of such Vestry, fourteen days after such reappointment.

X. And be it enacted, That it shall be in the power of the Incumbent of any such Parsonage, Parish, Church or Chapel as aforesaid, or (in the absence of the Incumbent), of the Churchwardens thereof, to call a Vestry meeting whenever he or they shall think proper so to do, giving at least eight days' notice thereof, by proclaiming it in the usual manner in the Church or Chapel, and by notice affixed to the outer door or doors of the said Church or Chapel, as the case may be, and it shall be his and their duty so to do upon application being made for that purpose in writing by six at least of the members of such Vestry as aforesaid; and in case, upon such written application being made as aforesaid, such Incumbent and Churchwardens shall refuse to call such meeting, then, one week after such demand made, it shall be in the power of any six of such members of the Vestry to call the same by notice, to be affixed on the outer door or doors (where more than one) of such Church or Chapel, at least one week previous to such intended meeting.

XI. And be it enacted, That at all Vestry meetings, the Incumbent of the Church or Chapel shall preside as Chairman when present; and, in his absence, such one of the Churchwardens as shall be present, and if both the Churchwardens be present, then such one of them or such person as the majority present at such meeting shall name; and the Vestry Clerk, when there is one and present, or in the case there be no Vestry Clerk, or he be absent, then such person as the Chairman shall name, shall be the Secretary of such Vestry meeting, and the minutes of the proceedings of such Vestry meetings shall be entered in a book to be kept for that purpose, and shall be signed by such Incumbent, Churchwardens, or other person presiding as Chairman, and countersigned by such Vestry Clerk, or Secretary, and shall be preserved in the custody of the Corporation of the said Church or Chapel; and such minutes so entered, signed and countersigned, or a copy thereof duly certified by such Incumbent, and countersigned by such Vestry Clerk, shall be *prima facie* evidence of the matters and things therein set forth, and that such meetings were regularly and legally held under the requirements of this Act, without proof of the signature of such Incumbent and Vestry Clerk requiring to be made.

XII. And be it enacted, That the rent charge to be paid upon pews holden in freehold, and the rent to be paid for the pews and sittings in pews, leased or rented, shall be regulated from time to time by the majority of those present at such Vestry Meetings as aforesaid: Provided nevertheless, that no alterations shall be made therein except at Vestry meetings called for such special purpose, and so expressed in the notice calling the same; and, further, that the charges to be made in respect of such conveyances, leases and certificates shall, in like manner, be regulated as such Vestry meetings as aforesaid.

XIII. And be it enacted, That the Clerk of the Church or Chapel, the Organist, the Vestry Clerk, the Sexton, and other subordinate servants of the Church or Chapel shall be nominated and appointed by the Corporation of such Church or Chapel, and that their salary and wages shall be brought into the general account, to be rendered as aforesaid by such Churchwardens.

XIV. And be it enacted, That the fees on marriages, registration of baptisms, and for other services of the Church of the like nature, and the charges on breaking the ground in the cemeteries or church-yards and in the said Churches or Chapels for burying the dead, shall be regulated by the Bishop of the Diocese, or such person as he may appoint as Ordinary.

XV. And be it enacted, That at all meetings of the said Corporation, any two members thereof shall be a quorum for the transaction of business, but no business shall be transacted except at a meeting duly convened by the Incumbent, or otherwise, as hereinbefore provided.

XVI. And be it enacted, That it shall be in the power of the members of such Vestries, by the majority of those present at any meetings as aforesaid, to make By-laws for the regulation of their proceeding and the management of the Temporalities of the Church, Chapel or Parish to which they belong, so that the same be not repugnant to this Act, nor contrary to the Canons of the said Church of England in Canada.

XVII. And be it enacted, That all duties, powers and authority conferred upon the Bishop of Quebec, for the time being, by an Act of the Parliament of Great Britain and Ireland, passed in the sixth year of the Reign of His late Majesty, George the Fourth, intituled: "An Act to provide for the extinction of Feudal and Seigniorial rights and burthens on lands held *a titre de Fief* and *a titre de Cens* in the Province of Lower Canada, and for the gradual conversion of those Tenures into the Tenure of free and common soccage, and for other purposes relating to the said Province," so far as the provisions of the same have reference to the lands situated within the said Diocese of Montreal, and all duties, powers and authority relating to matters within the said Diocese of Montreal conferred upon the Bishop of Quebec by any other Act or Acts, or by any authority whatever, and all or any office or offices within the said Diocese of Montreal conferred upon the said Bishop of Quebec and his successors in office, in his and their official capacities, by an Act or Acts, charter or charters, or by any authority whatever, shall devolve upon, and be exercised and held by the Bishop of Montreal and his successors in office; and all acts done and performed by the Bishop of Montreal or his successors in office, in the performance of such duties, in the exercise of such power and authority, or in the performance of the duties of such office or offices, shall be valid and effectual in as full and ample a manner as if he were Bishop of Quebec aforesaid.

XVIII. And be it enacted, That any deed or conveyance of land, or of personalty, that may be made to any Bishop of the said Church, in the said Diocese of Montreal, and to his successors, for the endowment of his See, or for the general uses of the said Church, as such Bishop may appoint, or otherwise, or for the use of any particular Church or Chapel then erected, or thereafter to be erected, or for the endowment of a parsonage or living, or for other uses or purposes appurtenant to such Church in general, or to any particular Church, Chapel or Parish to be named in such deed, and any such deed or conveyance to any Parson or Incumbent and his successors, for the endowment of such parsonage, rectory or living, or for other uses or purposes appurtenant thereto, shall be valid and effectual to the uses and purposes in such deed or conveyance to be mentioned and set forth, the Acts of Parliament commonly called the Statutes of Mortmain, or other Acts, Laws or Usages to the contrary notwithstanding; Provided that all such deeds of real estate (except leases for a term not exceeding nine years) shall be duly registered according to law, within six calendar months after the making and execution thereof; otherwise the same shall be void and of none effect; and that such registration within the said term of six months shall not give any greater effect in other respects to any such deed than is by law given to the registration of any other deed of real estate in Lower Canada.

XIX. And be it enacted, That in the event of any person or persons, bodies politic or corporate, desiring to erect and found a Church or Churches, Chapel or Chapels, in the said Diocese of Montreal, and to endow the same with a sufficiency for the maintenance of such Church or Chapel, and of Divine Service therein, according to the Rites of the said Church of England in Canada, it shall and may be lawful for him or them to do so upon procuring the license of the Bishop under his hand and seal for that purpose; and thereupon, after the erection of a suitable Church or Chapel, and the appropriation by the founder thereof of such Church or Chapel so erected, and of lands and hereditaments, or other property adequate to the maintenance thereof and of an Incumbent, and adequate to the usual and ordinary charges attendant upon such Church or Chapel, such provision being made, to the satisfaction of the Bishop of the said Diocese for the time being, such founder, his heirs and assigns, being members of the said Church or such body politic

or corporate, as the case may be, shall have the right of presentation to such Church or Chapel as an advowson in fee presentative, according to the rules and Canons of the said Church.

XX. And be it enacted, That all lands or personalty heretofore in any manner or way conveyed to any Bishop of the said Church, for the use or benefit of any particular Parish, Church or Chapel, then erected or thereafter to be erected within the said Diocese of Montreal, or for the endowment of any parsonage or living within the said Diocese of Montreal, or for other uses or purposes appurtenant to any Church, Chapel or Parish within the said Diocese of Montreal, and all lands situated within the said Diocese of Montreal heretofore in any manner or way conveyed to any Bishop of the said Church, for the general uses of the said Church, or for uses or purposes appurtenant thereto in general, shall be, and they are hereby vested in the said Bishop of Montreal and his successors in office, for the uses and purposes mentioned and set forth in the several deeds or conveyances thereof respectively; Provided that the said Bishop shall not have, hold, possess or enjoy lands and tenements or real estate, in virtue of this Act, for the uses and purposes of his said See, exceeding Five Thousand Pounds in annual value at any time; and shall at all times, when called upon so to do by the Governor of this Province, render an account in writing of such property held by him under this Act, and of the income derived therefrom, and the means by which the same has been acquired.

XXI. (1 George V, Cap. 104) And be it enacted that the Bishop of the said Church, in the said Diocese, for the time being, shall have the administration of all lands and personalties vested in him of his predecessors in office, or conveyed to him or them for the endowment of his See, or for the general use of the said Church or for the use of any particular Church or Chapel then erected or thereafter to be erected, or for the endowment of any parsonage, Church, Chapel, or living, or for other uses or purposes appurtenant to such Church in general, or to any particular Church or Parish, and shall have power to borrow money and to sell, alienate and transfer any lands or personalty, and hypothecate or mortgage any immoveable property, vested in, or conveyed to him as aforesaid, for the general uses or purposes of the said See or of the said Church, and shall also have power, by and with the consent and participation of the incumbent and corporation of the Parish wherein the same may be situate, to borrow money and to alienate and transfer any land or personalty, and hypothecate or mortgage any immoveable property, vested in or conveyed to him as aforesaid for the endowment of any parsonage or living, or for uses or purposes appurtenant to any particular Church, Chapel or Parish; and the parson, or other incumbent of any parsonage, Church, Chapel or living, to whom any lands or personalty shall have been or may be conveyed for the endowment of such parsonage, Church, Chapel or living, or for other uses or purposes appurtenant thereto, shall have power to borrow money and to sell alienate or transfer the same, and to hypothecate or mortgage immoveable property, by and with the consent and participation of the bishop of the said Church in the said Diocese, for the time being, provided always that the price or consideration of such mortgage, sale, alienation or transfer be applied to the uses and purposes for which the land or personalty so mortgaged, sold, alienated or transferred was conveyed, and provided also that such mortgage, sale, alienation or transfer be not inconsistent with or contrary to the conditions of the deed of conveyance to the said Church or to any Bishop thereof, or to such parson or incumbent, as the case may be, of the land or personalty so to be mortgaged, sold, alienated or transferred.

XXII. And be it enacted, That nothing in this Act contained shall extend or by construed to extend in any manner to confer any spiritual jurisdiction or ecclesiastical rights whatsoever upon any Bishop or Bishops, or other ecclesiastical person of the said Church, in the said Diocese of Montreal.

XXIII. And whereas it is expedient to make provision for the election of Churchwardens by the

Congregations of Churches or Chapels newly erected, or in which the pews and sittings are neither sold nor leased; Be it therefore enacted, That whenever any Church or Chapel of the said Church, in any Diocese in this Province, Churchwardens are required to be appointed for the first time, the Vestry of the said Church or Chapel shall, for all the purposes of either of the said Acts, or of this Act, as the case may require, be held to be composed, for that time only, and until the Monday in Easter Week next after the appointment of such first Churchwardens, of all such persons being members of the said Church as shall have contributed to the erection or endowment of such Church or Chapel; and that all persons being members of the said Church, who have contributed, or shall hereafter contribute in any manner or way, to the erection or endowment of any Church or Chapel of the said Church, in any Diocese in this Province, in which the pews and sittings shall be free, and neither sold nor leased, shall at all times form a Vestry of such Church or Chapel for the purpose of this Act or of the said first above recited Acts as the case may require; Provided always, that each and every contributor towards the payment on any debt incurred for the erection or completion of any such free Church or Chapel shall be held to be a contributor to the erection thereof.

XXIIIa. (53 Victoria, Cap. 123) It shall be in the power and shall be the duty of each existing vestry in the various Churches and Chapels of the said Church in the Diocese of Montreal, in which the pews and sittings are free, to fix and determine, on or before Easter Monday in the year eighteen hundred and ninety, the amount of annual contribution that shall be necessary to entitle the Members of each such Church and Chapel to be Members of the vestry; and thereafter the vestry in each such Church or Chapel shall consist of, and be limited to such persons, being of the full age of eighteen years, as shall declare themselves in writing, in a book to be kept for that purpose, to be Members of the Church of England in Canada, habitually attending worship in such Church or Chapel, and contributors to the funds thereof to the extent fixed by the vestry of such Church or Chapel, and not in arrears with respect to such contributions.

The rate of such contributions may at any time be altered by the vestry.

Notwithstanding the forgoing, any church or chapel in which the pews and sittings are free, and any other church or chapel, may, by resolution adopted at any annual meeting of the vestry, determine (but without prejudice in the case of any such other church or chapel to the right of any pewholder or person holding sittings therein to continue to be a member of the vestry thereof) that in future its vestry shall be composed:

1. Of persons of the full age of 18 years who have been communicant members of the Anglican Church of Canada habitually attending the services of the said Church or chapel, for the space of six months during the year prior to the date of such meeting, or:

2. Of persons of the full age of 18 years who have been habitual attendants at the services of the said church or chapel, for the space of six months during the year prior to the date of such meeting."

XXIIIb. (53 Victoria, Cap 123) The said Synod is empowered to restrict the rights, defined in section IV, to communicant members of the said Church, by vote at any annual meeting of the Synod.

XXIV. And be it enacted, That from and after the passing of this Act, the said Act so made and passed, as aforesaid, in the sixth year of Her Majesty's Reign, shall cease to have any force and effect whatever, in respect of the said Diocese of Montreal, save and except as to all existing corporations which shall continue as if this Act had not been passed, and as to Acts heretofore lawfully done and contracts

heretofore lawfully entered into, under and in virtue of the said Act, which shall be and remain to all intents and purposes as good, valid and effectual as if this Act has not been passed; and save and except as to all By-laws heretofore lawfully made by the Vestry of any such Church or Chapel as aforesaid in the said part of Lower Canada, now constituting the said Diocese of Montreal, which shall remain in force until repealed by competent authority under the provisions of this Act; and save and except also as to all appointments of Churchwardens, or other servants of any such Church or Chapel there, who shall continue in office until the appointment of their respective successors under the provisions of this Act, in the same way and to the same effect and with the same powers and duties as if they themselves had been appointed under this Act.



Diocese of Montreal – Anglican Church of Canada
ROYAL LETTERS PATENT OF 1850
APPENDIX II

LETTERS PATENT CREATING THE DIOCESE OF
MONTREAL AND APPOINTING FIRST BISHOP
THEREOF.

FRANCIS FULFORD, D.D., BISHOP OF MONTREAL.

Victoria, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith. To all to whom these presents shall come, Greeting.

WHEREAS, His late Majesty King George the Third, Our Royal Grandfather, did by his Letters Patent under the Great Seal of our Kingdom of Great Britain, bearing date the twenty-eighth day of June, one thousand seven hundred and ninety-three, in the thirty-third year of His Reign, found, ordain, make and constitute the Provinces or Lower and Upper Canada in America and their Dependencies to be a Bishop's See, to be called from thenceforth the Bishopric of Quebec, and His said late Majesty did in and by His said Letters Patent, nominate and appoint Jacob Mountain, Doctor in Divinity, the first Bishop of the said See, with certain powers and authorities as in the said Letters Patent is mentioned and set forth.

And, whereas, the said Jacob Mountain, having been duly consecrated thereto, took upon himself the office of Bishop or Pastor of the said See, and afterwards departed this life, whereby the said See became vacant.

And, whereas, His late Majesty King George the Fourth, Our Royal Uncle, did by his Letters Patent under the Great Seal of Our United Kingdom of Great Britain and Ireland, bearing date the tenth day of November, one thousand eight. hundred and twenty-five, in the sixth year of His reign, nominate and appoint

Charles James Stewart, Doctor in Divinity, to be the Bishop and ordinary Pastor of the said See, with the like powers and authorities as had theretofore been granted to the, said Jacob Mountain. Subject, nevertheless, to any separation or division of the several Provinces then constituting the said Bishopric, into several and distinct Sees, which might at any time thereafter be deemed fit and expedient to be made as in and by the said Letters Patent, will more fully appear. And the said Charles James Stewart, having been duly consecrated, thereto took upon himself the Office of Bishop or Pastor of the said See.

And, whereas, his late Majesty King William the Fourth, Our Royal Uncle, by His Letters Patent under the Great Seal of Our said United Kingdom, after reciting amongst other things that it had been represented to His said Majesty by the said Charles James Stewart, that by reason of the great extent of this Diocese and his own impaired health, it was no longer in his power efficiently to discharge the Episcopal duties which had devolved upon him, and that he beseeched his said Majesty that a Bishop might be appointed to assist him in the discharge of such duties under the title of Bishop of Montreal, did nominate and appoint the Venerable George Jehosophat Mountain, Doctor of Divinity and Archdeacon of Quebec, to be Bishop of Montreal, with certain powers and authorities and under certain limitations as mentioned in the said Letters Patent.

And, whereas, the said George Jehosophat Mountain, having been duly consecrated thereto, took upon himself the Office of Bishop or Pastor pursuant to the tenor of the said Letters Patent.

And, whereas, the said See or Diocese of Quebec hath become vacant by the death of the said Charles James Stewart, the Bishop thereof, and it is expedient and desirable from the great extent of the said See or Diocese that the limits thereof should be altered and that the same should in future comprise the District of Quebec, Three Rivers and Gaspé only and the said George Jehosophat

Mountain late Bishop of Montreal hath been duly appointed a Bishop thereof, and it is further expedient and desirable that so much of the said Diocese of Quebec as constitutes the District of Montreal which is separated for Judicial purposes from the District of Three Rivers and Saint Francois, and bounded by the limits of the same under an Act of the Provincial Parliament now in force, should be formed into a separate See or Diocese, to be called the BISHOPRIC of MONTREAL.

Now know ye, WE taking the premises into our Royal consideration, do by these Letters Patent under the Great Seal of our United Kingdom of Great Britain and Ireland, erect so much of the ancient Diocese of Quebec as constitutes the District of Montreal, separated for Judicial purposes as aforesaid, to be a Bishop's See or Diocese. And do declare and ordain that the same shall be styled the Bishopric of Montreal. Saving, nevertheless, to Us, our heirs and successors the powers of altering from time to time with the consent of the Archbishop of Canterbury for the time being, if the said See be vacant or otherwise of the said Archbishop or the Bishop of the said See for the time being, the limits of the said Diocese, and of the Jurisdiction of the Bishop thereof.

And WE do further by these our Letters Patent ordain and constitute the Town of Montreal in the said Diocese to be a Bishop's See and the seat of the said Bishop, and do ordain that the said Town of Montreal shall henceforth be a City. And we do hereby further order, ordain and declare that the Parish Church called Christ Church in the said City of Montreal shall henceforth be the Cathedral Church and the See of the said Bishop of Montreal and his successors in the said See.

And to the end that this our intention may be carried into due effect, WE having great confidence in the learning, morals and probity, of our well-beloved Francis Fulford, Doctor in Divinity, do name and appoint him to be ordained and consecrated Bishop

of the said See of Montreal. And WE do hereby signify to the Most Reverend Father in God, John Bird, by Divine Providence Lord Archbishop of Canterbury, Primate of all England and Metropolitan, the erection and constitution of the said See and Diocese and our nomination of the said Francis Fulford thereto requiring and by the faith and love whereby he is bound unto us, commanding the said Most Reverend Father in God to ordain and consecrate the said Francis Fulford to be Bishop of the said See and Diocese in manner accustomed, and diligently to do and perform all other things appertaining to his office in this behalf with effect.

And WE do ordain and declare that the said Francis Fulford so by us nominated and appointed, after having been ordained and consecrated thereunto as aforesaid, may by virtue of such appointment and consecration enter into and possess the said Bishop's See as Bishop thereof without let or impediment from Us, Our Heirs and Successors for the term of his natural life, subject nevertheless to the right of resignation hereinafter more particularly expressed.

Moreover, WE will and grant by these presents that the said Bishop of Montreal shall be a Body Corporate, and do, ordain, make and constitute him to be a Perpetual Corporation and to have perpetual succession, and that he and his Successors be forever hereafter called or known by the name or title of the Lord Bishop of Montreal, and that he and his successors by the name and title aforesaid shall be able and capable in the Law and have full power to purchase, have, take, hold and enjoy manors, messuages, lands, rents, tenements, annuities and hereditaments of what nature or kind soever in fee, and in perpetuity or for a term of life or years, and also all manner of goods, chattels and things personal whatsoever of what nature or kind soever, and that he and his successors, by and under the said name or title, may prosecute, claim, plead and be impleaded, defend and be defended. answer and be answered in all manner of Courts of US, our heirs and successors, and elsewhere in and upon all and singular causes, actions, suits, writs and demands, real and personal, and mixed as

well spiritual as temporal, and in all other things, causes and matters whatsoever, and that the said Bishop of Montreal shall and may forever hereafter have and use a Corporate Seal. And the said seal from time to time at his and their will and pleasure, break, change, alter or make anew as he or they shall deem expedient.

And WE further ordain and declare that the said Bishop of Montreal and his successors shall be subject and subordinate to the Archbishop of Canterbury and his Successors.

And WE do further will and ordain that every Bishop of Montreal shall take an oath of obedience to the Archbishop of Canterbury for the time being as his Metropolitan, which oath shall and may be ministered by the said Archbishop or by any other person by him duly appointed or authorized for that purpose.

And WE do further by these presents, expressly declare that the said Bishop of Montreal and also his successors, having been respectively by us, our heirs and successors named and appointed, and by the said Archbishop of Canterbury canonically ordained and consecrated according to the form of the United Church of England and Ireland, may perform all the functions peculiar to the office of Bishop within the said Diocese of Montreal, and for a Declaration of the Spiritual Causes and Matters in which the aforesaid jurisdiction may be more specially exercised, we do by these presents further declare that the aforesaid Bishop of Montreal and his successors may exercise and enjoy full power and authority by himself or themselves or by the Archdeacon or Archdeacons or the Vicar General or other officers hereinafter mentioned, to give institution to benefices to grant licences to officiate to all Rectors, Curates, Ministers and Chaplains of all the Churches and Chapels or other places within said Diocese wherein Divine Service shall be celebrated according to the Rites and Liturgy of the Church of England, and to visit all Rectors, Curates, Ministers and Chaplains and all Priests and Deacons in Holy Orders of the United Church of England and Ireland resident within the said

Diocese, as also to call before him or them or before the Archdeacon or Archdeacons or the Vicar General or other officer or officers hereinafter mentioned at such competent days, hours and places when and so often as to him or them shall seem meet and convenient, the aforesaid Rectors, Curates, Ministers, Chaplains, Priests and Deacons, or any of them, and to enquire as well concerning their morals as their behavior in their said offices and stations respectively, subject nevertheless to such rights of Review and Appeal as are hereinafter given and reserved.

And for the better accomplishment of the purposes aforesaid, WE do hereby grant and declare that the said Bishop of Montreal and his successors may found and constitute one or more dignities in his Cathedral Church, and also one or more Archdeaconries within the said Diocese and may collate fit and proper persons to be Dignitaries of the Cathedral Church, and one or more fit and proper persons to be the Archdeacons of the said Archdeaconries respectively; Provided always that such Dignitaries and Archdeacons shall exercise such jurisdiction only as shall be committed to them by the said Bishop or his successors, and the said Bishop and his successors may also from time to time nominate and appoint fit and proper persons to be the officers hereafter mentioned, that is to say, to be Vicar General, Official Principal, Rural Deans and Commissaries either General or Special, and may also appoint one or more fit and proper persons to be Registrars and Actuaries: Provided always that the Dignitaries and Archdeacons aforesaid shall be subject and subordinate to the said Bishop of Montreal and his successors and shall be assisting to him and them in the exercise of his and their jurisdiction and functions.

And WE will and declare that during a vacancy of the said See of Montreal by the demise of the Bishop thereof or otherwise, the Dignitaries and Archdeacons and Vicar General and other Officers respectfully appointed as aforesaid shall continue so far as by Law they may or can the jurisdictions and functions delegated to them. And that the said Registrars and Actuaries shall respectively continue to discharge the duties whereunto they have been appointed until a new Bishop of the said See of Montreal shall have

been nominated and consecrated, and his arrival within the limits of the said Diocese shall have been notified to the said parties respectively.

And WE further will and do by these presents declare and ordain that it shall be lawful for any party against whom any judgment, decree or sentence shall be pronounced by any of the said Archdeacons or by the Vicar General or other Officer or Officers of the said Bishop or his successors, to demand a reexamination and review of such judgment, decree or sentence before the Bishop or his successors in person, who upon such demand made shall take cognizance thereof, and shall have full power and authority to affirm, reverse, or alter the said judgment, Sentence or Decree.

And if any party shall consider himself aggrieved by any judgment, Decree or Sentence pronounced by the said Bishop of Montreal or his successors either in case of such review or in any cause originally instituted before the said Bishop or his successors, it shall be lawful for the said party to appeal to the Archbishop of Canterbury or his successors, who shall finally decide and determine the said Appeals. Provided always that, in any such case of Appeal or review, notice of the intention of the party to make such appeal or demand such review shall be given to the Bishop or Subordinate Judge, by whom the Sentence appealed from or to be reviewed shall have been pronounced within fifteen days from the promulgation thereof.

And we do further and by these Presents ordain that, in all cases in which an appeal shall be made or review demanded as aforesaid, a copy or judgement or Sentence in such cases promulgated or given, setting forth the causes thereof, together with a copy of the evidence on which the same was founded, shall without delay be certified and transmitted by such Subordinate Judge to the said Bishop or his successors, or by the said Bishop or his successors to the said Archbishop of Canterbury as the case may require.

Moreover, it is Our will and pleasure, and we do hereby declare and ordain that nothing in these Presents contained shall extend to repeal, vary or alter the provisions of any Charter whereby Ecclesiastical Jurisdiction has been given to any Court of Judicature within the limits of said Diocese.

And for removing doubts with respect to the validity of the resignation of the said Office and Dignity of Bishop of Montreal, it is our further will that if the said Bishop or any of his successors shall by Instrument under his hand and seal delivered and sent to the Archbishop of Canterbury for the time being, and by him accepted and registered in the Office of the Vicar General of the said Archbishop, resign the Office and Dignity of Bishop of Montreal, such Bishop shall from the time of such acceptance and registration cease to be Bishop of Montreal, to all intents and purposes, but without prejudice to any responsibility to which he may be liable in Law or Equity in respect of his conduct in his said Office.

And, lastly, to the end that all things aforesaid may be firmly holden and done, WE will and grant to the aforesaid Francis Fulford, that he shall have our Letters Patent under our Great Seal of our said United Kingdom duly made and sealed. In witness whereof we have caused these our Letters to be made patent, witness ourself at Westminster the eighteenth day of July in the fourteenth year of our Reign.

By writ of Privy Seal,

CROWHURST.



Diocese of Montreal – Anglican Church of Canada
LICENCE FOR PARISH MINISTRY
APPENDIX III

Licence
Priests and Deacons

N^o 00

The Anglican Church of Canada in the Diocese of Montreal

WE, BARRY, Lord Bishop of Montreal, to our beloved in Christ,

The Reverend Buddy Whatshisname, B.A., M.Div _____ greeting.

Having been assured of your suitability and eligibility for the ministry to which you are being called, We hereby grant our license to perform the office of

Incumbent of the Parish of St Whoever, Somewhere _____

The pastoral, liturgical and administrative duties of this office are to be conducted according to the Constitution and Canons of this Diocese and as prescribed in The Book of Common Prayer, The Book of Alternative Services, and other texts approved from time to time by due authority, as promised by you at the time of your Ordination.

This Licence is subject to the provisions of Canon XVII of the General Synod of The Anglican Church of Canada, of Canon IV of the Synod of the Ecclesiastical Province of Canada, of Canon XXV of the Synod of the Diocese of Montreal, and of the Church Temporalities Act of the Province of Quebec.

In testimony whereof we affix our hand and seal at our See City of Montreal, this thirtieth day of February in the year of Our Lord Two Thousand Ninety-Nine, and in the hundredth year of our consecration.



Diocese of Montreal – Anglican Church of Canada

THE BISHOP'S LETTER OF APPOINTMENT

APPENDIX IV

The Right Reverend Barry B. Clarke

Bishop of Montreal
The Anglican Church of Canada – Diocese of Montreal



Monseigneur Barry B. Clarke

Évêque de Montréal
Église anglicane du Canada – Diocèse de Montréal

June 14, 2007

Name of the Priest
Home Address of the Priest
City, Province and Postal Code of the Priest

Dear Salutation,

On the unanimous nomination of the Parish Selection Committee and with the concurrence of Insert name of Archdeacon, Archdeacon of Name of Archdeaconry, I am pleased to appoint you as **Incumbent of the Parish of Name of Parish**, effective **Date of Effect**. I would ask you to consult with the Reverend Name of Regional Dean, Regional Dean of Deanery on the liturgy for the service, as he/she will be responsible for the rehearsal. As is now our common practice, the Archdeacon will be responsible for a periodic review of the ministry of the parish, the first being within three years of your appointment.

You will be guided in taking up your new responsibilities by a number of undertakings set forth in the service of Induction, by your understanding of Scripture, by the example of the early Church and by the Anglican tradition as we have received it. You will be accountable to your Archdeacon and to your Bishop with whom you share responsibility for the spiritual health and well being of the parish and its people. With the Church wardens, you share responsibility for the administration of the parish, its properties and finances, as governed by the Church Temporalities Act of the Province of Quebec, under the supervision of your Archdeacon.

As a priest of the Diocese of Montreal you will be expected to share in the wider work of the Diocese and to support your colleagues in ministry. Attendance at inductions, ordinations, meetings of the deanery clericus, Synod meetings, clergy conferences and information days should be a priority, and you will be called upon from time to time to take your part in committee work outside the parish. Overall such involvements should not take more than an average of one day a week. Your example should encourage the laity in your parish to share in the life of the Church beyond the parish as well.

You are encouraged to seek opportunities for ecumenical collaboration and for building mutual understanding and respect among churches within your parish. You are encouraged to make yourself known to leaders of other aspects of life in the community you serve, and to cooperate with them and others who work for the common good in your area.

While the rules which govern our common life change from time to time, it is important to understand those rules and to keep yourself abreast of such changes. Chief among these are the Constitution and Canons of the Diocese and the "Information for the Clergy" handbook. These are both consistent with the Constitution and Canons of the Ecclesiastical Province of Canada, of the Anglican Church of Canada, and with the Church Temporalities Act, all of which are available for reference from the Bishop's office.

REMUNERATION AND BENEFITS

1. Your Stipend, as pre-agreed with the Archdeacon and the Wardens, will be paid from Synod Office. If you do not already have one, a schedule of dates of issue for the current year may be obtained from the Accounting Department.
2. Housing or housing allowance is provided for you. The Archdeacon is responsible for these negotiations.
3. Church related travel costs are paid by the parish at the rate of \$0.39/km reimbursement. Travel costs for work outside the parish may be claimed through the appropriate Committee/Council/Board.

4. A clergy benefits brochure is enclosed. Please read this closely and consult the Comptroller to enrol, and/or for any clarification you may require.
5. A Group Registered Retirement Savings Plan is an option mentioned in the brochure. I urge you to consider carefully this option and additional insurance in the light of making adequate provision for your future.
6. The Clergy Pension Plan of the Diocese of Montreal will provide you with a pension based on your years of active service, up to age 65.
7. The Parish and the Diocese provide disability support for short-term disability. In the event of long-term disability, the Clergy Pension Plan in addition to the Quebec Pension Plan provides some ongoing support. The Bishop must be informed immediately of any disability situation.
8. Continuing Education policy allows for an absence of up to three weeks annually, in addition to vacation, to enable you to undertake ongoing professional training. Details of the Plan are found in the Information for the Clergy Handbook. The cost of the plan is shared by you (\$150/year) and the Parish (\$450/year).
9. An Employee Assistance Programme is available through the diocese on an entirely confidential basis. The Bishop administers funds that may be needed to assist clergy and their families with the cost of counselling arising from personal, family and work related problems. If necessary, the Montreal Pastoral Institute can access these funds without disclosing client names to the Bishop.
10. The Vacation Period includes one month during the summer and one week in the winter to compensate for missed holidays around Christmas and Easter.
11. An Employee Moving Assistance Programme is available through direct negotiations with the Archdeacon and the Wardens. Should you leave the employ of the Diocese within three years, the balance outstanding (on a prorated basis) will be immediately due and payable.

Your licence and appointment are subject to revocation for cause, including both breach of discipline and failure or lack of ability to exercise effective ministry. All licences and appointments are also subject to revocation, upon reasonable notice, should circumstances require the termination or redefinition of a particular ministry. In such cases every effort will be made to offer a suitable alternative. It is understood that no other work may be undertaken beyond your stated mandate without approval from the Bishop. It may be that you are already aware of many or all of the matters raised in this letter of appointment. They are outlined here in a single document to minimise the possibility of any misunderstanding as your ministry develops. Would you please sign the enclosed copy of this letter to indicate your acceptance of the terms and conditions of your appointment, and return it to me before the date of your induction.

Recognising the enormous challenge of ministry in unsettling times, I assure you of my prayers and support as you prepare yourself for the new work to which God calls you. May the grace of Christ lead you in humility and love, and the Holy Spirit teach and encourage you.

Yours faithfully,

The Right Reverend Barry B. Clarke
Bishop of Montreal

BBC /mdh

cc: The Territorial Archdeacon
The Corporation
The Regional Dean
The Diocesan Comptroller

Accepted	_____
Date	_____



Diocese of Montreal – Anglican Church of Canada

A CALL TO HUMAN DIGNITY: A Statement of Principles for the Anglican Church of Canada on Dignity, Inclusion, and Fair Treatment

APPENDIX V

We, as brothers and sisters in the Anglican Church of Canada, affirm God's call to a new humanity in Christ, a humanity that exists as one body with many parts, embracing every people, nation and language. We affirm our call to live as one body in a household where the doors are always open, and all are welcome and safe.

As further affirmation of our new humanity, we remember the covenant we made in our vows of baptism to:

- Believe in God the Father, Jesus Christ, the Son of God, and God the Holy Spirit;
- Continue in the apostle's teaching and fellowship, the breaking of bread and prayers;
- Resist evil, and whenever we fall into sin, repent and return to the Lord;
- Proclaim the good news of God in Christ;
- Seek and serve Christ in all persons, loving our neighbour as ourselves;
- Strive for justice and peace and respect the dignity of every human being.¹

While committing ourselves to these vows, we acknowledge that keeping them is difficult and requires costly sacrifice on our part.

Confronted by the sins and omissions of our past, we are ashamed that we have wandered from the way and rebelled against God. We have failed to proclaim the good news. We have fallen short in service to God and to our neighbours. The church is one body; when one part is wounded, the whole body suffers. Christ took on human flesh and made us one with him. When we hurt another human being, we hurt him. Yet we know that, just as he was one with us in his suffering, we are one with him in his resurrection. We receive God's forgiveness in all its richness and rejoice in God's gifts of healing and reconciliation; we are empowered by the Holy Spirit for fullness of life.

We have a responsibility to treat everyone in a way that is faithful to our call as a Christian people. Jesus sums up the commandments when he says to us, "You shall love the Lord your God with all your heart, and with all your soul, and with all your mind. This is the greatest and the first commandment. And a second is like it: You shall love your neighbour as yourself". (Matthew 22:37-39)

All persons seeking spiritual care and nurture, as well as those pursuing employment and those people employed by our church shall be treated with courtesy, compassion, fairness and integrity by our church and its representatives or officials, without discrimination on the basis of age, sex, sexual orientation, family or marital status, race, colour, ethnic (or place of) origin, ancestry, disability, creed or social-economic status.

The following guidelines are designed to enhance the sense of dignity, inclusion, and fair treatment, experienced by individuals in their dealings with our church². We commend these procedures for

¹ The rite for Holy Baptism, Book of Alternative Services, p. 158-9.

implementation at all levels of our church. *[The guidelines which follow were commended for use at all meetings of organizations in the Diocese of Montreal by Diocesan Council, May 14th, 2002]*

1. Transparency of decision making.

Assumptions, expectations, and obligations concerning employees and volunteers within our church must be clear and openly shared. Our church must also work to achieve clarity about the ways in which decisions are reached and carried out.

2. Intentional listening

When relationships become fractured, our church must provide an appropriate forum in order to ensure that the complainant has the opportunity to be heard when seeking a solution to his or her complaint. Our church must respect and facilitate the individual's opportunities to be heard.

3. Sympathetic Companionship

We are one body; all are affected when one part is being wounded or destroyed. All issues and situations have an impact on the community as a whole. Therefore, systems must be in place to offer support and companionship to those who are wounded.

4. Clear and prescribed avenues for challenging decisions.

In responding to those who feel wronged or wounded, we should keep in mind what Jesus taught his disciples. In addressing conflict within the Church, Jesus highlights the importance of beginning with face to face encounter and hearing the evidence. If this is unsuccessful, a wider group is involved. Only as a last resort is the whole community engaged and the breaking of fellowship entertained. (Matthew 18: 15-17)

Bearing in mind this teaching of Jesus, clearly prescribed guidelines for hearing grievances must be available at all levels of our church, so that due process is always observed. Each parish and diocese will establish, review and make known such a process, the details of which may vary depending on the unique circumstances within each region. Such a process should consider:

- Opportunities for hearing grievances.
- A clear complaints procedure.
- Opportunities for mediation.
- An impartial complaints committee.
- Availability of ombudsperson(s).

5. Assurance of response.

Such a process will offer assurance of timely response to all legitimate complaints with a commitment to a clearly expressed outcome from those in a position to effect an outcome, such as apology, face to face meeting, or severance.

6. Accessibility

This process is to be known, available, accessible and affordable throughout all levels of our church. Our church must ensure that individuals responsible for creating and facilitating such a process will receive adequate training,. The commitment of time, human resources, and expertise will reflect our church's acknowledgement of the continued need for healing.

² Mission Statement of the Anglican Church of Canada

With this affirmation and the suggested guidelines in mind, we join hands and continue on our journey. We know that all within Christ's body have been welcomed by God.

We accept the daunting challenges which lie ahead and are sustained by the Holy Spirit living within us. Therefore we step out as a church with commitment to express dignity and fair treatment for all.

Other references:

- The Principles of Natural Justice in Canon 18, part 5, Handbook of General Synod, p. 93
- General Synod Of The Anglican Church Of Canada, Resolution A130, 2001
- The rite for Holy Baptism, Book of Alternative Services, p. 158-9.
- Mission Statement of the Anglican Church of Canada 1998



Diocese of Montreal – Anglican Church of Canada

DECLARATION ON CONDUCT

APPENDIX VI

To be signed prior to paid or volunteer service

NAME – PLEASE PRINT

TITLE OR POSITION

DIOCESE, PARISH OR INSTITUTION

1. I have read and understood the policies on employment and conduct as contained in Canon 34 (Misconduct) of the Diocese, in the diocesan Sexual Abuse Policy, and in the Statement “A Call to Human Dignity” of the Anglican Church of Canada, and agree to abide by them.
2. I am aware of the procedures for dealing with misconduct, and of the consequences.
3. I understand that to function as an ordained or lay person in any office or ministry implies a fiduciary trust and responsibility, and to this I am committed.
4. To the best of my knowledge there are no circumstances that would be an impediment to my service in any office or ministry of the Anglican Church of Canada in the Diocese of Montreal.
5. I consent to having a police records check done, and will sign the necessary authorization.

SIGNATURE

WITNESS SIGNATURE

DATE

NAME OF WITNESS – PLEASE PRINT

PARISH OR ADDRESS



Diocese of Montreal – Anglican Church of Canada

SEXUAL ABUSE POLICIES

APPENDIX VII

DIOCESE OF MONTREAL SEXUAL ABUSE POLICIES

1994 - revised 2003

GENERAL LEGAL ISSUES

It is the policy of the Diocese of Montreal that sexual abuse of any kind by a priest, licensed person, employee or volunteer of the Diocese of any parish in the Diocese will not be tolerated. The greatest care must be exercised to avoid taking advantage of the special relationship of trust arising from the work of the clergy and other Christian workers. All persons in the employ or service of the Diocese or any of its parishes must take responsibility to maintain the highest ethical standards in their relationships and to exhibit unquestionable behaviour at all times.

For the purpose of this protocol, “sexual abuse” is defined as any act or behaviour of a sexual nature where the perpetrator is in a professional, fiduciary or pastoral relationship with the victim.

YOUTH

Article 38 (g) of the Quebec Youth Protection Act, R.S.Q., c. P-34.1 (the “Youth Act”) reads:

- “38. For the purposes of this act, the security or development of a child is considered to be endangered where:
- (g) he is a victim of sexual abuse or he is subject to physical ill treatment through violence or neglect.”

Article 39 of the Youth Act reads:

- “39 Every person, even one having privileged information, who has reasonable cause to believe that the security or development of a child is in danger within the meaning of paragraph (g) of Section 38 is bound to bring the situation to the attention of the Director without delay.”

The obligation to signal a case of abuse against a child overrides, at law,* the privileged information or professional secrecy to which a priest or other person informed may be bound with respect to the disclosure of confidential information revealed to him or her by reason of their position or profession.

In fact, Section 9 of the Quebec Charter of Human Rights and Freedoms, R.S.Q., c. C-12, specifically provides that the obligation of a priest or other person informed not to disclose confidential information * will no longer apply where the law expressly provides that the legal privilege will be overridden, such as in the case of Sections 38 and 39 of the Youth Act.

It is important to remember that the signal must be done immediately and may be done confidentially without the name of the person advising the Youth Protection having to be made public.

GUIDING PRINCIPLES

1. As a priority, it is essential to take allegations of sexual abuse seriously.
2. The protection of children is a matter of fundamental concern.
3. An accused person will be presumed innocent until proven otherwise.
4. If there has been harm to others, the protection of the complainant and their family will be a paramount concern.
5. Notwithstanding the above four principles, nothing should be done that might impede a criminal investigation.

SCOPE OF THIS PROTOCOL

This protocol is designed to apply to instances whereby a priest or other licensed person of The Diocese of Montreal or an employee or volunteer of the Diocese or of any Parish within the Diocese has been:

- a) informed of an act of sexual abuse where the perpetrator is in a professional, fiduciary or pastoral relationship with the victim.
- b) accused of such an act.

STEPS TO FOLLOW

With adults Canon 34 (Misconduct) is invoked.

With minors

- a) The priest or other person informed must immediately report the situation to the Director of Youth Protection closest to the residence of the child involved or to the parish where they are working.
- b) Immediately thereafter, the priest or other person informed may report the situation and the fact that he or she has contacted the Director of Youth Protection to the Bishop or the Bishop's designate.

Any complaint against clergy or other employee or volunteer in the Diocese or Parish in the Diocese must be brought to the attention of the Bishop. If the complaint is against a lay staff worker or volunteer, the incumbent or head of the agency involved should be informed first and must take it to the Bishop.

During an investigation the person who is the subject of the allegation will be placed on leave of absence with pay. This leave is without prejudice and does not imply the guilt or innocence of the person under investigation.

The Youth Protection and the police will begin the investigation of the case and contact the individuals as they see fit.

No one in the Diocese shall interfere with any investigation of the appropriate authorities with respect to a situation involving possible sexual abuse. Any intervention, even if well-intended, runs the risk of being interference in a possible criminal investigation.

For this reason, the pastoral care of the victim, the victim's family, the accused, the accused's family and the Parish or Diocese as a whole, which are matters of paramount concern to all, shall be subject to the overriding responsibility of the Bishop or the Bishop's designate. No person shall take any steps on his or her own without first discussing the same with the Bishop or the Bishop's designate, who will consult with

the Director of Youth Protection and the police, if necessary, with respect to the best approach to be taken with respect to the pastoral care required in the circumstances.

If deemed advisable, the Bishop will meet with the congregation of the parish or take or direct such other action as is necessary at the earliest possible occasion, and no person shall take any steps on his or her own without first discussing same with the Bishop or Bishop's designate.

PAST ABUSE

In circumstances where the alleged sexual abuse occurred years ago, the obligation to signal to the Director or Youth Protection may not be as urgent. Section 39 of the Youth Act regarding the obligation to report applies when "the security or development of a child is in danger", which may not be the case if the abuse has happened in the past. However, since the individual accused may still be involved with children in the course of carrying out their duties in the Parish or in the Diocese, the priest or other licensed person must immediately report the information to the Bishop or the Bishop's designate who, in consultation with them and with the Chancellor, Vice-Chancellor or Church Advocate, can determine the obligation to report to the Director of Youth Protection.

If any questions arise at any time with respect to the obligations to report, please contact the Chancellor, Vice-Chancellor, Church Advocate or Ombudsman.

OFFENCE NOT TO REPORT

Due to the very sensitive nature of the issue of sexual abuse of children and the legal obligations imposed, it shall be an offence, subject to the Discipline Canon in addition to the Youth Act, for any person who has reasonable cause to believe that sexual abuse has or is occurring against a child, and who does not report the information to the Director of Youth Protection and to the Bishop or the Bishop's designate.

"The Seal of the Confessional"

The kind of confidentiality implied in the term "the seal of the confessional" is an age-old dimension of pastoral relationships. A recent Anglican affirmation of this principle is the following, adopted by the National Executive Council (now Council of General Synod) in November 1987.

"It is the historic obligation of the members of the clergy of the Anglican Church of Canada to regard as a sacred trust all confidential information imparted to them either under the seal of the confessional or revealed to them in their capacity as pastors." While other provinces do not support this by law, Section 9 of the Quebec Charter of Human Rights and Freedoms (R.S.Q. C-12) reads, "Every person has a right to non-disclosure of confidential information. No person bound to professional secrecy by law and no priest or other minister of religion may, even in judicial proceedings, disclose confidential information revealed to him by reason of his position or profession, unless he is authorized to do so by the person who confided such information to him or by express provision of law. The tribunal must, ex officio, ensure that professional secrecy is respected."

It is clear that this privileged position no longer exists when it comes to allegations of sexual abuse of children, as indicated above. It is up to the conscience of the individual pastor to decide which obligation, civil or ecclesiastical, is to prevail.



Diocese of Montreal – Anglican Church of Canada

POLICE RECORDS CONSENT FORM

APPENDIX VIII

INSTRUCTIONS

1. Please fill out and sign this form and deliver it in person to the organization or the employer.
2. The organization or the employer and the Police Department agree that the document and its contents will remain confidential.
3. Please allow approximately 6 weeks for processing.

SECTION 1		IDENTIFICATION OF CANDIDATE			
Surname		Surname at birth (if different)		Telephone (home)	
Given name(s)		Gender <input type="checkbox"/> M <input type="checkbox"/> F		Date of Birth yy mm dd	
Present address Civic number		Street		City	
City of Birth		Province / State		Country	
Have you ever been found guilty of a criminal or penal offence or are you presently being prosecuted in this respect? <input type="checkbox"/> yes <input type="checkbox"/> no If so, please specify					
PREVIOUS ADDRESSES (last 5 years)					
Civic no.	Street	City	From (yy/mm)	To (yy/mm)	

SECTION 2		IDENTIFICATION OF ORGANISATION OR EMPLOYER	
TO BE FILLED OUT BY PERSON AUTHORISED BY THE ORGANISATION OR EMPLOYER			
Name of the organization or the employer SYNOD OF THE DIOCESE OF MONTREAL			
Address Civic number 1444		Street avenue Union	
City Montreal		Postal Code Montreal	
Telephone (514) 843-6577		Fax (514) 843-3221	

SECTION 3		VERIFICATION OF THE CANDIDATE'S IDENTITY	
TO BE FILLED OUT BY PERSON AUTHORISED BY THE ORGANISATION OR EMPLOYER			
I attest that I have checked the identity of the candidate with the following documents (at least two)			
<input type="checkbox"/> Driver's Licence Number	<input type="checkbox"/> Medicare Card Number	<input type="checkbox"/> Citizenship Card / Passport Number	<input type="checkbox"/> Other, specify Number
Name and given name of the person who did the verification			Telephone
Signature			Date (yy / mm / dd)

SECTION 4	TYPE OF WORK <small>TO BE FILLED OUT BY PERSON AUTHORISED BY THE ORGANISATION OR EMPLOYER</small>
<input type="checkbox"/> Remunerated <input type="checkbox"/> Volunteer <input type="checkbox"/> Linked by residence	
<small>BY CHECKING THE "VOLUNTEER" BOX, THE ORGANISATION OR THE EMPLOYER AS WELL AS THE CANDIDATE ATTEST THAT, SHOULD HE/SHE BE HIRED AND FOLLOWING THE VERIFICATION OF ANTECEDENTS, THE CANDIDATE WILL NOT RECEIVE ANY MONEY OR OTHER FINANCIAL BENEFIT FOR HIS/HER SERVICES. IN CASE OF A FALSE DECLARATION, THE ORGANISATION OR THE EMPLOYER AND THE CANDIDATE ARE LIABLE TO BE PROSECUTED IN A COURT OF LAW FOR MAKING A FALSE STATEMENT.</small>	
Work or Position <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>	
With	<input type="checkbox"/> Children under 18 years of age Age From To <input type="checkbox"/> Seniors Age From To <input type="checkbox"/> Physically Handicapped Person <input type="checkbox"/> Intellectually Handicapped Person <input type="checkbox"/> Other (specify)

SECTION 5	VERIFICATION CRITERIA <small>TO BE FILLED OUT BY PERSON AUTHORISED BY THE ORGANISATION OR EMPLOYER</small>
Check all offences and behaviour incompatible with the work or the position	
<input type="checkbox"/>	Violence Any behaviour or any criminal offence in which some kind of violence has been used, such as homicide, robbery, threats, intimidation, harassment, etc.
<input type="checkbox"/>	Sex Any behaviour or any criminal offence of a sexual nature, such as sexual assault, indecent exposure, offence in relation to prostitution, etc.
<input type="checkbox"/>	Theft / Fraud Any behaviour or any criminal offence whose nature is associated with a theft or a fraud, such as breaking and entering, taking a motor vehicle without consent, corruption, impersonation, etc.
<input type="checkbox"/>	Driving Any behaviour or any criminal offence related to the driving of a motor vehicle, such as impaired driving, failure to stop at the scene of an accident, dangerous driving, etc.
<input type="checkbox"/>	Drugs Any behaviour or any criminal offence related to drugs or narcotics, such as possession, traffic, culture, etc.
<input type="checkbox"/>	Others (ex: arson, mischief, gang crime offenses; specify)

SECTION 6	CONSENT			
I, the undersigned, consent that the "Police Department" check my police records, that is, for any conviction or accusation regarding a criminal or penal offence or any behaviour that might be deemed to constitute a potential risk for the moral or physical security of the vulnerable persons with whom I will be working. Are also considered convictions the offences listed in the schedule of the Criminal Records Act, R.S.C., 1985, c.-47, even if they have been subject to a pardon. I also consent that the "Police Department" examine all files and records available, taking into account the criteria listed above, and disclose the results of the police check in the manner established in the form entitled "Results of Police Search" (F.627-18).				
Signature of the candidate	Date (yy / mm / dd) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 40px;"></td> <td style="width: 33%; height: 40px;"></td> <td style="width: 33%; height: 40px;"></td> </tr> </table>			



Diocese of Montreal – Anglican Church of Canada

LEAVE TAKING DOCUMENT

APPENDIX IX

*(to be completed by the out-going Incumbent in conjunction with the
Parish Wardens and reviewed with the Regional Dean)*

LISTS AND SCHEDULES

- | | |
|---|--|
| <input type="checkbox"/> an up-to-date mailing list for the parish, including names, addresses, telephone numbers. | <input type="checkbox"/> a file containing information of a strictly confidential nature concerning the pastoral care of members of the parish. The file should be sealed and handed over to the Regional Dean who will pass it on to the newly-appointed priest upon his/her arrival in the parish. |
| <input type="checkbox"/> a list of parishioners, including names of those who are active and those who are inactive in the life of the parish. | <input type="checkbox"/> a parish calendar that includes all events scheduled for the next twelve months. |
| <input type="checkbox"/> information re dates of births, baptisms, first communions, confirmations, weddings for members of the parish family. | <input type="checkbox"/> a parish directory, including names and telephone numbers for all in positions of leadership in the parish – Wardens, Parish Council, Chairs of Committees, Chairs of Groups, Organizations that meet in the parish. |
| <input type="checkbox"/> a list of those persons recently baptized, confirmed, married, bereaved or in any other pastoral situation requiring appropriate follow-up. | |
| <input type="checkbox"/> an up-to-date list of all scheduled baptisms, first Communions, Confirmations, Marriages, the final details of which are to be arranged with the priest-in-charge. | |

FILES

The following are up to date:

- ☐ Parish files
- ☐ Council files
- ☐ Committee files
- ☐ Programmes
- ☐ Properties
- ☐ Parish Registers, including the Vestry Book
- ☐ Personal files have been removed

INFORMATION

- ☐ Budget
- ☐ about safe or vault in parish
- ☐ about safety deposit box

MISCELLANEOUS

- ☐ A set of clearly tagged keys for the priest-in-charge
- ☐ The rectory has been inspected in accordance with diocesan procedures and up-to-date information on its condition and necessary repairs/renovations is now available
- ☐ It is understood that contact between the outgoing pastor and parishioners of the previous charge should be confined to the normal social relationships involved in personal friendship. Anything of a specifically pastoral nature (hospital visits, and participation in baptisms, weddings and funerals) should only be undertaken with the specific approval of the new pastor, and preferably at his or her initiative.

I have checked each item as completed and gone over this checklist to the satisfaction of the Parish Wardens.

Date _____ Parish of _____

Outgoing Incumbent _____

Wardens _____

Approved by _____

Date _____ Regional Dean _____

Copies (1) to be retained in Parish
(1) issued to the Archdeacon by Regional Dean
(1) issued to the Priest-in-Charge by Regional Dean



Diocese of Montreal – Anglican Church of Canada

EXIT INTERVIEW TOOL

APPENDIX X

This Exit Interview Tool has been developed at the request of numerous participants in the Congregational Fresh Start Program. Use of these tools are strictly optional.

The *Exit Interview Tool* is a guideline for a dialogue between the Cleric who will be leaving a parish and the Wardens of that Parish. The intent of the conversation is to let the Cleric give helpful feedback to the Wardens regarding the experience of ministry in that place. The wardens are then in a position to utilize the information for improving or affirming the ministry and the conditions of ministry for the Parish. This is an optional process and should be conducted strictly for the purposes of providing constructive feedback that will aid the parish in Christ's ministry and mission in the world.

The questions provided are a guideline only. The Wardens may incorporate or delete questions as they are appropriate to their particular setting.

It is recommended that the tool be given to the cleric ahead of time so that she/he might reflect on the questions.

The tool does not need to be forwarded to Church House as it is an internal document for the Parish. Please note: neither parts of this document are intended to be a performance appraisal. As well, the information may not be shared by one parish with another as a reference for a cleric except at the option of the cleric. There are strict guidelines with regards to privacy and confidentiality in this regard.

As well, there is an *optional tool* in this package for the purpose of the Cleric who might wish to encourage feedback on their ministry in order to affirm their strengths and seek suggestions about areas of development. Use of the tool is at the Rector's choice and the willingness of the Wardens to participate. It is intended for constructive feedback.

Feedback and suggestions about the helpfulness of this tool or questions can be directed to The Ven. Janet Griffith, Executive Archdeacon



Diocese of Montreal – Anglican Church of Canada

EXIT INTERVIEW TOOL

APPENDIX X- cont'd

This tool is to be used by the Wardens to receive feedback from the exiting Cleric.

1. What do you perceive to be the strengths of the parish/congregation(s)?
2. What areas did you see that needed improvement or development?
3. What gave you the most satisfaction in your ministry among us?
4. What gave you the least satisfaction in your ministry among us?
5. What do you believe to be the greatest accomplishment that we have achieved together in this ministry?
6. When you brought concerns forward to the parish leadership, did you feel that you were heard and understood? Did you feel supported by the Wardens and/or Wardens' Team?
7. Did you and your family feel supported by the congregation in general?
8. Is there anything that you would like to talk about that we didn't give you an opportunity to reflect upon?
9. How do you feel this congregation has lived out its mission and ministry? What might we consider doing to continue to strengthen and improve on living out our baptismal ministry?
10. What do you see as our Parish/s/congregation's greatest strength or asset as we move into this time of transition?

(In cases where the Cleric is going on to a new parish)

1. What prompted you to apply for the new parish? (compensation, different opportunities for ministry, location)
2. Could any changes have been made in this parish that would have encouraged you to stay?
3. Do you have any suggestions for the process that the church council and wardens use to determine needs for rectory maintenance and upgrades?

(In cases where there is a Rectory)

1. In general, how did you find the Rectory (condition, location, etc.)?
2. What improvements would you recommend regarding the Rectory?



Diocese of Montreal – Anglican Church of Canada

EXIT INTERVIEW TOOL

APPENDIX X- cont'd

OPTIONAL DOCUMENT IF CLERGY AND WARDENS WISH TO UTILIZE FOR THE PURPOSE OF THE CLERGY SEEKING FEEDBACK ON THEIR MINISTRY. It is assumed that the issues outlined have been discussed previously with the Rector over the time of the ministry, but this gives an opportunity for further feedback as the Rector prepares to enter a new congregation, having learned from their past experience in ministry.

Questions to be asked by the Clergy (if so desired):

1. What do you perceive to be the strengths that I bring to ministry? What strengths were helpful in particular to this congregation?
2. From your experience, what would be areas of development that I might want to consider?
3. From the Wardens' point of view, did the congregation feel supported by me in their ministry?
4. Consider one goal or major change that we achieved in my time here. What would you say that was? What would you say about my part in bringing that into reality?
5. Do you have any feedback for me regarding my preaching? Quality of delivery? Content? Relevance?
6. Do you feel that in my ministry, I brought a healthy balance of work in the parish and self (and or family) care?
7. Were there any areas in which you think I need to make immediate correction?
8. Did I demonstrate sensitivity and awareness of the needs of the people?
9. Did you perceive that I was committed to the mission, ministry of this congregation and of this diocese?
10. Did you have a sense of how our parish fits into the larger mission of the Diocese as a whole from my actions and information?
11. Can you comment on my skills in Pastoral Care?
12. In your opinion, was I reliable? (i.e., attending meetings and worship in timely and appropriate manner, following through on commitments)



Diocese of Montreal – Anglican Church of Canada

ANNUAL PERFORMANCE EVALUATION – PROCEDURES

(Lay Employees)

APPENDIX XI

What is an Annual Performance Evaluation?

The purpose of this evaluation is to give employees accurate, formal feedback about the effectiveness of their ministry/ work. The objective is to assist personal and professional growth.

Performance evaluation of an employee is much more than an annual exercise. Supervisors should meet frequently with their employees over the year to provide feedback, instruction and evaluation. Therefore, annual evaluations should never contain “surprises.”

Benefits of an Annual Performance Evaluation

1. Review and reach agreement on the employee's performance and effectiveness during the past 12 months, in the light of his/her goals established a year earlier.
2. Reach agreement in his/her goals for the coming year, based on the strategic objectives and goals of the organisation, parish or department.
3. Determine the employee's immediate and longer-term training and development needs.
4. Provide the employee an opportunity to address concerns.
5. Provide the employee an opportunity to discuss the organisation, parish or department's plans.

Use these forms which are attached:

- Evaluation Guidelines
- Employee & Supervisor Comments
- Assessor's Comments

Prepare for the Annual Performance Evaluation Meeting

1. Review the employee's key goals for the past year, and the job description.
2. Meet with the employee and agree on 3 to 5 people to also evaluate the employee (other staff, committee or board members, wardens, etc.).
3. Send each assessor a copy of the **Evaluation Guidelines** and **Assessor's Comments**.
4. Complete **Employee & Supervisor Comments**. Make brief additional notes on another page on performance achievements during the last year.
5. Set a time in about 2 weeks for the Meeting.
6. Collect and review the **Assessor's Comments**.

Conduct the Annual Performance Evaluation Meeting

NOTE: Together, you and the employee will complete another copy of Employee & Supervisor Comments.

1. Begin with the employee's self-assessment of the last year including:
 - Achievements
 - Relationships with others – staff, parishioners, Committees, outsiders, etc.
 - Support for various officers, Board members, Committees, etc. (review the appraisers comments)
 - Understanding of the strategic objectives of the organization/department/ parish

- Performance “above and beyond.”
2. Offer your comments. Reflect on what was said by the employee. Does he/ she have a good perspective of the performance issues?
 3. Review the achievements of last year’s goals.
 4. Obtain the employee’s input about the organization/ department/ parish’s plans.
 5. Agree on the employee’s key goals for the coming year.
 6. Agree on training and development needs, as appropriate.
 7. Agree on follow-up issues, e.g. revising position description if appropriate, researching and implementing training or development plans, dealing with any concerns of the staff member, etc.
 8. Employee and supervisor sign the Employee & Supervisor Comments.
 9. Place a copy of the Employee & Supervisor Comments in the employee’s personnel file.

ANNUAL PERFORMANCE EVALUATION – POINTERS

The objective of the performance evaluation is to assist personal and professional growth. As an assessor, your comments should be objective and constructive. Therefore please keep in mind that:

- You must only comment on that which you have observed or directly experienced.
- For the health and well being of the employee, their family and the parish/ organisation, be realistic about what could and should be accomplished.
- Treat the employee as an individual. Do not compare him/ her with the previous employee, or any other employee.
- An evaluation should assess performance, ability and competence only. Personal, unsubstantiated and unsupported feelings ought not to enter this process.

COMMON ERRORS

Stereotyping	Attempting to rate an individual positively or negatively based on physical and personal characteristics unrelated to the person’s performance.
Halo and Horn Effect	Resist the tendency to rate the individual as good or bad based on one trait or comment. Remember that people are complicated, never wholly good or bad.
Central Tendency	Occurs when assessors do not want to be negative or positive but instead tend to rate all people in the middle. The error in this bias is that it can result in inaccurate assessments.
Excessive Strictness or Leniency	Tendency of some assessors to rate either leniently or strictly. It is best to have clear expectations, which are then realistically evaluated.
Projection	Transferring one’s own feelings of awkwardness or contentment on the person being assessed.
Comparison Error	Rating based on how they compare with others rather than on their own merits. A very effective person may rate less only because he/she is being compared to an outstanding person.

Logical Error

Assessors judge one trait assuming that it is related to another. For example, someone with quick reactions may be judged as highly intelligent although speed of reaction is not an accurate gauge of intelligence.



Diocese of Montreal – Anglican Church of Canada
PERFORMANCE EVALUATION FORM
APPENDIX XII

PERFORMANCE EVALUATION FORM

PART1
LAY EMPLOYEE AND SUPERVISOR'S COMMENTS

NOTE: Both the Employee and Supervisor complete this prior to the meeting.

Employee's Name _____ Length of Time in Position _____

Position Title _____ Date of Last Review _____

Department _____

1. Employee's Goals for the Past Year

List the goals that were set last year and describe how they were to be achieved.

2. Employee's Performance Achievements in the Past Year

a) To what degree were these key goals met?

b) What were the performance highlights in fulfilling the goals? What was accomplished "above and beyond"?

c) What stood in the way of the key goals being fully achieved?

3. Review of the Job Description/ Competencies

a) Where does the employee show competency?

b) Where is the employee challenged to perform better?

c) How does the job description need to be modified?

4. Employee's Comments *ONLY the Employee answers this.*

Do you have any suggestions which will help the department/ organization/ parish operate more effectively?

5. Employee's Goals for the Coming Year

After considering last year's goals and overall performance, list 3 to 5 key goals for this year that will assist in the implementation of the department/ organization's business plan.

6. Employee's Training and Development

In what areas will training and development be required?

PART 2 ASSESSOR'S COMMENTS

This form is to be completed by individuals (selected by the employee and supervisor) with whom the employee has worked during the past year.

Supervisors: *Please Fill Out Question 1 Below And Attach The Employee's Job Description And Assessor's Pointers Before You Send Out This Form.*

Job review questionnaire for _____

Name of Appraiser _____ Position _____

☐

Please share my comments with the employee.

☐

Please do not share my comments with the employee, and treat my comments as confidential information.

1. Employee's Goals for the Past Year

Please consider these goals in light of the other questions.

2. In what ways have you worked with the employee?

3. How has the employee's ministry/ work supported your work?

4. How has the employee's ministry/ work supported the ministry/ work of the department/ parish?

5. How has the employee's ministry/ work supported the overall organization/ church structure?

6. Where is the employee challenged to perform better?

7. What is your overall impression of the employee's ministry/ work?

8. In what areas do you believe that training and development is required?

Please make any additional comments on the reverse.

Kindly return your comments to us on or before: _____



Diocese of Montreal – Anglican Church of Canada

THE DIOCESE OF MONTREAL SICK BENEFITS POLICY

APPENDIX XIII

The Diocese of Montreal provides financial support to clergy who hold an appointment and employees who work for the diocese for the Diocese when they are unable to perform their responsibilities as a result of injury or illness.

The diocese directly provides compensation to clergy and synod office employees absent from work for sick days and up to 119 days through the Diocesan Short-Term Disability policy. Short-Term and Long-Term Disability are for prolonged absence due to injury or illness. Long-Term Disability Benefits cover absences of over 119 days, and are provided through the Long-Term Disability plan administered by the National Pension Office.

Should frequency or patterns of regularity suggest misuse of the policy, the Bishop/Executive Officer will implement performance management procedures immediately. While the diocese cares deeply about those who are ill or injured, abuse of the sick leave policy will not be tolerated. The Diocese reserves the right to request a certificate from a registered medical practitioner for an absence of more than 5 days.

Where the policy refers to the Bishop/Executive Officer, the area bishop has direct responsibility for the clergy of the diocese and the Executive Officer has direct responsibility for the synod office employees for the diocese. The Bishop/Executive Officer reserve the right to delegate any of the responsibilities listed in the policy when it is appropriate to another competent individual. In most cases the Bishop will designate to an ArchDeacon. If this is not possible for any reason another suitable individual will be delegated.

SICK DAYS:

1. Sick days are for minor illnesses or injuries requiring a few days off.
2. Employees must notify the Executive Officer at or before their regular start time if they require a sick day. Clergy should inform their churchwardens if they require a sick day.
3. The time required for minor illnesses or injuries is not considered short-term disability.

SHORT TERM 0-119 DAYS

1. Short-Term disability is for consecutive absence due to injury or prolonged illness.
2. Clergy and employees must work for the diocese for three months to be eligible for short-term benefits.
3. The Bishop/Executive Officer is to be informed immediately if the illness of a cleric/employee is expected to cause absence from work duties for a month or more.
4. The cleric/employee must provide medical information from a registered practitioner to support the need for a short-term disability leave. The Bishop/Executive Officer may require an independent assessment from an accredited practitioner or assessment/treatment centre.
5. The Bishop/Executive Officer through consultation and fact finding determines if the emotional, physical, psychological, or behavioural well being of an individual clergy/employee is impeding their ministry. Judging the suitability of the ministry is the decision of the Bishop/Executive Officer.

6. Additional medical information may be requested to support the continuation of compensation during a sick-leave period.
7. The diocese will cover the cost of the medical certificate.
8. The Bishop/Executive Officer may wish to provide the medical practitioner with information outlining the duties and responsibilities of the cleric's/employee's position so that the medical practitioner can make an informed decision about the patient's ability to perform such tasks.
9. EI sick pay will be supplemented by the salary pay source to 95% for qualified sick leave of up to 119 days (17 weeks). The qualified sick leave for a cleric is paid by the parish that she/he had been working at the time of the leave. For a synod office employee the cost will be paid by the diocese.

Points 10 and 11 are for parish Clergy only:

10. The cleric will remain in the rectory or continue to receive a housing allowance for the duration of the short-term disability or until cessation of the appointment or until such time as prognosis indicates the will be unable to return to work.
11. The parish will pay short-term disability benefits (in amount to supplement EI STD to 95%). In special circumstances, the parish may request from the diocese a cost-sharing arrangement for the coverage of stipend, housing and benefits.

12. The Bishop/Executive Officer should maintain regular contact with a cleric/ employee on disability.
13. At the end of the sick-leave, the cleric/employee must provide the Bishop/Executive Officer with a doctor's certificate indicating that he/she is fit to return to work.
14. If, after the cleric/employee has been on sick leave for 4 weeks, the medical information indicates that the sick-leave may continue beyond 119 days, the cleric/employee will ensure an application is made for Canada Pension and Long-Term Disability benefits from the National Church Plan.
15. The Bishop/Executive Officer may arrange for a temporary appointment to the parish and will consider appropriate action regarding assisting ministers such as: assistant curates, assistant priests and vocational Deacons. The Executive Officer may arrange for a temporary placement while the employee is on sick leave.
16. Records containing personal medical information are designated as **PROTECTED** and handled in a confidentiality manner. However, clerics/employees who wish to apply for disability benefits under this policy or the Long-Term Disability Policy of the National Church will be required to provide complete medical information to the appropriate insurers.
17. If the disability is new, full benefits must be reinstated no later than one month after the employee returns to work. If the disability is a recurrence of an earlier one, full benefits must be reinstated no later than three months after the employee returns to work.
18. The status of a cleric on short-term disability is On Leave.

Short Term Disability Treatment Plan:

1. A treatment plan must be developed for each case. The treatment plan must be time-limited, goal-oriented, and be geared towards developing and increasing patient autonomy, and eventual termination of the medical/therapeutic relationship.
2. The treatment plan will be developed by an accredited medical practitioner or therapist mutually agreed to by the area bishop/chief administrative officer and clergy/employee.

3. The Bishop/Executive Officer will have the right to inquire with the clergy/employee and with the therapist about how the therapy is proceeding. The content of the sessions is not expected to be revealed unless the clergy/employee so chooses to offer information.
4. Clergy/employees are expected to inquire about the fee for services and be knowledgeable of the insurance coverage provided by the diocese's or employment plan. Insurance information can be attained through the diocesan benefit provider. Arrangements for payment of fees are to be discussed with the Bishop/Executive Officer. The reimbursement of costs to implement the treatment plan will be judged on a case by case basis. The diocese may provide funding for the cost of services.
5. When the Bishop/Executive Officer requires that a cleric/employee have a psychological or psychiatric evaluation. The Bishop/Executive Officer will participate in the consultation and evaluation process along with the therapist and the cleric/employee.
6. Evaluation of ongoing medical attention or therapy by the Bishop/Executive Officer will occur on a regular basis.

Rehabilitation

If, during an extended period of sick leave, medical information indicates that the cleric or employee is medically fit to work on a part-time basis for rehabilitation purposes, he/she will be entitled to receive a combination of part-time and sick-leave salary to a maximum of 100% of the pre-disability net salary.

Reasonable Accommodation (** verify QUEBEC Standards)

Under the terms of the Human Rights Code and Commission des Normes du Travail, the Diocese of Montreal has a responsibility to reasonably accommodate a cleric/employee when an illness becomes a disability, provided the provision of accommodation does not cause undue hardship. In assessing undue hardship, the Human Rights Commission considers the cost of accommodation, outside sources of available funding and safety requirements. Please refer to Sections 3, 4 and 5 of the Long Term Disability Plan for more details.

Other Support

The Diocese provides the counselling services of an Employment Assistance Program and will offer pastoral and spiritual support, if requested. At the discretion of the Bishop/Executive Officer, a compassionate grant may be offered.

LONG-TERM DISABILITY - 120 DAYS OR MORE

Long-Term Disability begins once a cleric/employee is unable to perform the material and substantial duties of his/her appointment and has been off work due to this disability for 119 days. The Long-Term Disability (LTD) Plan is administered by the Director of Pensions at the National Office.

1. Benefit Schedule

1. 60% of Salary reduced by C.P.P./Q.P.P., Disability and Workers Compensation benefits. The Benefit will also be reduced by 60% of the value of housing if the cleric remains in the rectory or 60% of a housing allowance provided by the employer within the period of disability. LTD benefits are taxable.
2. Disability income from other sources shall incur a further reduction if the total disability income exceeds 85% of the pre-disability net salary.
3. Annual cost-of-living adjustment: lesser of C.P.I.(Consumer Price Index) or 3%.

4. The LTD benefit is payable for a maximum of 24 months based on the cleric's/employee's total inability to perform the material and substantial duties of his/her appointment.
5. Payment of the LTD benefit beyond the 24 month period is based on the cleric's/employee's inability to perform duties of any gainful employment for which he/she is reasonably suited by education, training or experience. The decision on this remains with the insurer.
6. Records containing personal medical information are designated as PROTECTED and handled in a confidentiality manner. However, clerics/employees who apply for disability benefits under this policy or the Long-Term Disability Policy of the National Church will be required to provide complete medical information to the appropriate insurers.
7. A full description of the plan is available from the Director of Pensions.

2. Diocesan Contact During Illness

1. After an application for LTD has been submitted, contact with the medical officials is made by the Director of Pensions and not by the Bishop/Executive Officer.
2. The Director of Pension's staff shall keep the Bishop/Executive Officer of the progress of the cleric or employee on the plan so that he/she can make appropriate decisions regarding work replacement, accommodation and reinstatement.
3. The Bishop/Executive Officer shall maintain contact with the cleric/employee so that pastoral care and support is offered where appropriate. The Bishop/Executive Officer may participate in consultation sessions as necessary for the treatment and recovery of the clergy/employee.

3. Rehabilitation

1. Under the terms of the LTD Plan, if medical information indicates that it is possible for a cleric/employee to enter into a rehabilitation program, a combination of Salary and LTD benefits will be paid. However, the combined income shall not exceed 100% of the net pre-disability salary.
2. Consideration for rehabilitation may be initiated either by the cleric/employee or the Director of Pensions.
 - a. If the cleric/employee advises that she/he wishes to return to work on a part-time basis for rehabilitation purposes, the Bishop/Executive Officer will immediately inform the Director of Pensions.
 - b. If the medical information which is submitted in support of the continuing disability indicates that the cleric/employee is a suitable candidate for rehabilitation, the director of pensions will advise the Bishop/Executive Officer.
3. A rehabilitation consultant will consult with the registered medical practitioner and the Bishop/Executive Officer to determine the hours of work, whether the cleric/employee is capable of performing the duties of the position or if the position is to be modified before the cleric/employee is permitted to return to work.
4. If it is determined after the rehabilitation program has commenced that the cleric/employee is unable to continue with the program, full LTD benefits will be restored, if applicable.

4. Clergy Replacement and Return to Full-time Work

1. The Bishop is responsible for ensuring the continuity of the work of the diocese while at the same time respecting the well-being of the disabled cleric/employee.
2. Before returning to work, a cleric who has been on leave of absence and in receipt of long term disability benefits must first provide Synod with written clearance from the Pension Office based on a satisfactory certificate from a medical practitioner confirming that the cleric is medically fit to return to perform the essential duties of his/her office.

3. Subject to paragraph 4(2), the cleric will return to the office s/he held immediately prior to the disability leave unless during the period of the leave, s/he has resigned or the appointment has been terminated.
4. If the clerical appointment has been terminated during the period of the leave, s/he shall be provided with reasonable notice of termination or pay in lieu of notice.
5. Should the cleric be unable to perform the duties and responsibilities of the office to which s/he was appointed immediately prior to the beginning of the disability leave, the Diocese will provide "reasonable accommodation," provided the accommodation does not cause undue hardship to the parish or Diocese, as the case may be. If it is not possible to provide "reasonable accommodation", then the bishop will consider whether the appointment ought to be terminated in accordance with Canon 10.

5. Lay Employee Replacement and Return to Full-time Work

PROCEDURE:

1. The Executive Officer is responsible for ensuring the continuity of the work of the diocese while at the same time respecting the well-being of the disabled cleric/employee.
2. Before returning to work, an employee who has been on leave of absence and in receipt of long term disability benefits must first provide the Executive Officer with written clearance from the Pension Office based on a satisfactory certificate from a medical practitioner confirming that the employee is medically fit to return to perform the essential duties of his/her position.
3. If the employee is able to return to work in the same capacity either during or at the end of the 24 month period, the employee may be reinstated to his/her position if it is still available unless s/he has resigned from the position.
4. Should the employee be unable to perform the duties and responsibilities of his/her position, the Diocese is committed to providing reasonable accommodation in accordance with the Commission des Normes du Travail.
5. In the event that the position held by the employee prior to the disability has been eliminated or is no longer available, the Diocese will determine whether a comparable position is available. In this context, a comparable position is one that the employee is capable of performing by reason of education, training and experience, and is similar in value and status. The Diocese will advise the employee, in writing, of the position being offered. Refusal by the employee to accept a comparable position without a valid reason shall be considered a resignation of employment. If there is no comparable position available, severance arrangements will be offered to the employee in accordance with terms of his/her employment agreement.

LIFE-THREATENING OR CONTAGIOUS DISEASE (AIDS, HIV, HEPATITIS)

The Diocese of Montreal recognises the worth of every individual who have life-threatening diseases, whether communicable or not, and strives to ensure lay employees and clergy serving a diocesan appointment are treated with dignity and respect.

1. Discrimination and Harassment

The Diocese of Montreal will ensure that no cleric/employee is subjected to discrimination or unfair or improper treatment, in any area of employment or ministry, on the grounds of HIV seropositivity or having AIDS, Hepatitis or other life-threatening or communicable diseases. Any harassment of a cleric/employee with a life-threatening or contagious disease is handled in accordance with the Harassment procedure outlined in the Sexual Misconduct Policy.

2. Benefits

Work-related benefits such as medical and disability entitlements and return-to-work privileges continue to be provided in accordance with existing sick benefit policies.

3. Mutual Responsibility for Accommodation

As is the case with other health conditions, reasonable employment accommodation is made for clerics/employees, provided the accommodation does not cause undue hardship. A cleric/employee who has a communicable or life-threatening disease is expected to take all appropriate steps to prevent transmission of the disease or the posing of a safety hazard to themselves or others.

4. Disclosure

The Bishop/Executive Officer must know that a disability exists; the limitations imposed by a medical condition; the projected duration of the absence; the degree of communicability; what, if any, action the employer should take to facilitate a return to work and any precautions the diocese needs to be aware of. At no time is it necessary for the cleric/employee to disclose the specific nature or name of the illness.

5. Confidentiality

The cleric/employee may share confidential information regarding his/her illness with the area bishop/chief administrative officer, with the assurance that the information will be held in the strictest of confidence. Information can only be shared with the cleric's/employee's written consent.

6. Education

The Diocese of Montreal will continue to enhance cleric, employee and parishioner awareness by providing information regarding AIDS, HIV and disease prevention in such events as the orientation program of the diocese. The Human Resources Committee will appoint a contact person who will help provide educational resources and give guidance to the diocese for this issue.



Diocese of Montreal – Anglican Church of Canada

VOCATIONAL DEACONS

APPENDIX XIV

Retirement

Deacons are appointed by the diocesan Bishop to give leadership in outreach ministry in a parish. As part of their appointment, they are required to attend Deacons Meetings, plus any other continuing education forums that the Bishop determines appropriate. Deacons are also required to support the liturgical ministry as well as the outreach ministry of the parish in which they are raised.

If due to health, age or other reasons, a Deacon determines that they wish to retire from active ministry, they shall write a letter of resignation to the diocesan Bishop with a copy to the incumbent and parish council with the proposed date of retirement.

A Deacon may also request in this letter of retirement, a request to receive a new General Permit which will enable the Deacon to continue a liturgical ministry at the request of the rector of the parish in which they are Clergy. A retired Deacon with a permit is not required to attend the Deacons Meetings. This informal permit will be for a specified term.

A retired Deacon is not required to be regularly involved in the liturgical life or outreach ministry of the congregation for which they hold an informal permit.

Retired Vocational Deacons who Relocate

All retired Deacons who relocate in the diocese of Montréal and would wish to continue to be involved in the liturgical and outreach ministry in a parish, must have the support from the Incumbent and Parish Council of the local congregation and apply to the Diocesan Bishop. The Diocesan Bishop may then issue an informal permit to the retired Deacon.

Relocation of Active Deacons

Deacons in Active ministry are those who:

- Have regular Sunday liturgical involvement
- Work towards accomplishing the outreach ministry description as developed by the parish and as supported by the Bishop
- Participate in Deacon's Days and other continuing education opportunities as required by the Bishop.
- Support the incumbent and parish in their ministry in the Diocese.

When a Deacon who continued to be active in liturgy and in pursuing outreach ministry goals moves to another parish in the Diocese, the permit of the Bishop of Montreal will cease to be in effect and the Deacon will not have permission to function as a Deacon.

The Deacon, new relocated, may have conversations with the Incumbent and the Parish leadership regarding the possibility of involvement in liturgy and outreach ministry and develop a ministry description and covenant. The Incumbent and the Parish Council may then lift up that Deacon to the Bishop for the purposes of implementation of the ministry and the Bishop may issue a new permit.

Withdrawal of General Permit or License

At the request of the incumbent and the parish Council, or the Deacon, the General Permit of a Deacon may be withdrawn by the Bishop for a period of six months after which the ministry of the Deacon may be reviewed and the General Permit may be reissued or continue as withdrawn.

A request to the Bishop to withdraw a Deacon's General Permit may occur in these types of situations (or others):

- May be a change in incumbency
- Outreach ministry has concluded and no new outreach ministry established
- Deacon may feel they need to step back and re-evaluate
- Leave of absence

During the period of time in a parish where there is no Incumbent (and during the Interim Priest's appointment), and for other reasons at the discretion of the Bishop, the authority to do outreach ministry will shift to the Bishop and a new permit may be issued.

In some cases the Bishop may ask a Deacon to do specific ministry in another congregation and will reissue a new permit.

In the event of misconduct on the part of the Deacon or during the period of time of an investigation for misconduct, a Deacon's permit may be suspended by the Bishop.



Diocese of Montreal – Anglican Church of Canada

CRITICAL INJURY REPORT

APPENDIX XV

In the event of a critical injury, once the employee has sought medical attention and is declared incapable of working for a period of time, it is to be immediately reported to the Diocesan payroll department and the doctor's CSST recommendation is to be forwarded. At that time a file will be opened with CSST and a complete report will need to be filled out by all parties.

Please contact the payroll department should you have any questions or concerns.



Diocese of Montreal – Anglican Church of Canada

MATERNITY AND PARENTAL LEAVES

APPENDIX XVI

As taken from the Commission des Normes du Travail:

MATERNITY LEAVE

The Act respecting labour standards contains provisions concerning maternity leaves that protect the majority of pregnant workers, whether they are full or part time.

Québec pregnant employees are entitled to a maternity leave without pay of a maximum duration of 18 continuous weeks. The **parental leave** may be added to the maternity leave.

The employee may spread the maternity leave before or after the date of delivery as she wishes. The employer may agree to a longer maternity leave if the employee requests it.

The maternity leave may not begin before the 16th week preceding the expected date of delivery and shall end not later than 18 weeks afterwards. If the leave begins at the time of delivery, the week of delivery is not included in the calculation.

From the 6th week before delivery, the employer may require, in writing, a medical certificate stating that the employee is fit to work. If the employee does not provide the certificate within 8 days, the employer may, once again by written notice, oblige the employee to take her maternity leave.

Québec Parental Insurance Plan

Under the Québec Parental Insurance Plan, benefits are paid to support the income of a female employee who is absent from work after the birth or adoption of a child. To learn more, get in touch with a representative of the Centre de service à la clientèle of the Ministère de l'Emploi et de la Solidarité sociale at 1-888-610-7727.

It is also possible to apply for benefits on the Internet.

Following agreement with the employer, the leave may be:

- suspended, if the employee's child is hospitalized and a temporary return to work is possible
- extended, if the health of the child or the mother requires it.

The employee must then provide a medical opinion from the physician before the end of the initial leave.

In certain very specific cases, at the request of the employee, the leave may be divided into weeks if her child is hospitalized or if the employee is absent because she herself or one of her close relatives is sick, as stipulated in sections 79.1 and 79.8 of the Act respecting labour standards.

If the delivery occurs after the expected date, the employee is entitled to at least two weeks of maternity leave afterwards.

If the employee continues to make contributions to the various group insurance and pension plans during her leave, the employer must do likewise. If the employer does not, he is liable to legal proceedings as this constitutes a reprisal within the meaning of the Act.

Absences during pregnancy

An employee may be absent, without pay, as often as is necessary, for examinations related to her pregnancy. She must notify her employer of such absences as soon as possible.

Special maternity leave

An employee is entitled to a special maternity leave, without pay, when there is a risk of termination of her pregnancy or a danger for the health of the mother or unborn child caused by the pregnancy. The employee must provide a medical certificate attesting to the danger and indicating the length of the leave and the expected date of delivery. In such a case, the regular maternity leave begins 4 weeks before the expected date of delivery.

Termination of pregnancy

When a termination of pregnancy occurs before the start of the 20th week preceding the expected date of delivery, the leave is for a maximum duration of 3 weeks, except where a medical certificate attests to the need to extend the leave.

As for a termination of pregnancy occurring from the 20th week on, the female employee is entitled to a maternity leave without pay of not more than 18 continuous weeks from the week of the event. The employee shall notify her employer as soon as possible and provide him with a written notice indicating the expected date of return to work. This notice must be accompanied with a medical certificate.

Written notices from the employee to her employer

The employee must give her employer, 3 weeks before leaving, a written notice mentioning the date when she is going on maternity leave and that of her return to work. The time period may be shorter if her state of health obliges her to leave sooner. She must then provide a medical certificate attesting to the reasons that oblige her to leave work.

The notice must always be accompanied with a medical certificate attesting to the pregnancy and the expected date of delivery. A written report signed by a mid-wife can replace the medical certificate.

In case of termination of pregnancy or premature delivery, the employee must, as soon as possible, give her employer a written notice informing him of the event that has occurred and of the expected date of her return to work, along with a medical certificate attesting to the event.

Return to work

At the end of the maternity leave, the employer must reinstate the employee in her former position and give her the wages and the benefits to which she would have been entitled had she remained at work.

If her position has been abolished, the employee retains the same rights and privileges that she would have enjoyed had she remained at work.

However, these provisions must not give the employee an advantage that she would not have enjoyed had she remained at work.

The employee may return to work before the date mentioned in the notice that she gave her employer before leaving. She must send the employer, 3 weeks ahead of time, a new notice indicating the date of her return.

An employee who does not return to work on the stipulated date is considered to have quit her job.

If the employee wishes to return to work less than 2 weeks after the delivery, the employer may require a medical certificate attesting that she is fit to work.

Can the employee return to work sooner than planned after a maternity leave?

Yes. She can return sooner, after having given written notice of at least 3 weeks before the new date of her return to work.

Vacation

An absence for a maternity leave during the reference year does not reduce the length of an employee's vacation. The employee is entitled to an indemnity that is equal, depending on her length of uninterrupted service, to 2 or 3 times the weekly average of the wages earned during the reference year. It should be noted that the employee does not accumulate vacation pay while on parental leave.

PARENTAL LEAVE

The Act respecting labour standards contains provisions concerning parental leaves that protect the majority of Québec workers, whether they are full or part time.

Each parent of a newborn or a newly adopted child is entitled to a parental leave without pay of up to 52 weeks. A person who adopts the child of his spouse is also entitled to this leave.

The parental leave cannot begin before the week of the birth of the newborn or, in the case of an adoption, before the week when the child is entrusted to the employee. Nor can it begin before the week during which the employee leaves work to travel outside Québec to obtain custody of the child.

The parental leave is in addition:

- to the maternity leave lasting 18 weeks
- to the paternity leave lasting 5 weeks.

The parental leave may end no later than 70 weeks after the birth or, in case of adoption, 70 weeks after the child was entrusted to the employee.

Québec Parental Insurance Plan

Under the Québec Parental Insurance Plan, benefits are paid to support the income of an employee who is absent from work to go on leave after the birth or adoption of a child. To learn more, get in touch with a

representative of the Centre de service à la clientèle of the Ministère de l'Emploi et de la Solidarité sociale at 1 888 610-7727.

It is also possible to apply for benefits on the Internet.

Following agreement with the employer, the leave may be:

- suspended, if the employee can return to work temporarily while his child is hospitalized
- extended, if the health of the child requires it. The employee must then provide a medical opinion from the physician before the end of the initial leave.

In certain very specific cases, at the request of the employee, the leave may be divided into weeks if his child is hospitalized or if the employee is absent because he himself or one of his close relatives is sick, as stipulated in - respecting labour standards.

If the employee continues to make contributions to the various group insurance and pension plans during his leave, the employer must do likewise. If the employer does not, he is liable to legal proceedings as this constitutes a reprisal within the meaning of the Act.

Notice given to the employer

The parental leave must be preceded by a notice of at least 3 weeks indicating to the employer the dates when the leave begins and ends. This notice period may be shorter if the employee's presence is required sooner with the newborn or the newly adopted child or with the mother, due to their state of health.

Return to work

The employee may resume his work on a part-time or intermittent basis during his parental leave if his employer gives his consent.

At the end of the parental leave, the employer must reinstate the employee in his former position and give him the wages and the benefits to which he would have been entitled had he remained at work.

If his position has been abolished, the employee retains the same rights and privileges that he would have enjoyed had he remained at work.

However, these provisions must not give the employee an advantage that he would not have enjoyed had he remained at work.

The employee may return to work before the date mentioned in the notice that he gave his employer before leaving. He must then send the employer, 3 weeks ahead of time, a new notice indicating the date of his return.

An employee who does not return to work on the stipulated date is considered to have quit his job.

Vacation

Unlike the maternity leave and the paternity leave, the parental leave has an impact on the calculation of the vacation.

PATERNITY LEAVE

The Act respecting labour standards contains provisions concerning paternity leaves that protect the majority of Québec workers, whether they are full or part time.

An employee is entitled to a leave without pay of five consecutive weeks at the birth of his child. The parental leave may be added to the paternity leave.

This paternity leave may begin no earlier than the week of the birth of the child and end no later than 52 weeks later. The employee must notify his employer in writing at least 3 weeks before the start of his leave by indicating the anticipated starting date of the leave and the date of his return to work. This notice period may, however, be shorter if the child arrives before the expected date of birth.

This leave cannot be transferred to the mother or shared with her.

Québec Parental Insurance Plan

Under the Québec Parental Insurance Plan, benefits are paid to support the income of an employee who is absent from work because he is a new father. To learn more, get in touch with a representative of the Centre de service à la clientèle of the Ministère de l'Emploi et de la Solidarité sociale at 1 888 610-7727.

It is also possible to apply for benefits on the Internet.

Following agreement with the employer, this leave may be:

- suspended, if the employee's child is hospitalized and a temporary return to work is possible
- extended, if the health of the child requires it. The employee must then provide a medical opinion from the physician before the end of the initial leave.

In certain very specific cases, at the request of the employee, the leave may be divided into weeks if his child is hospitalized or if the employee is absent because he himself or one of his close relatives is sick, as stipulated in sections 79.1 and 79.8 of the Act respecting labour standards.

If the employee continues to make contributions to the various group insurance and pension plans during his leave, the employer must do likewise. If the employer does not, he is liable to legal proceedings as this constitutes a reprisal within the meaning of the Act.

Return to work

At the end of the paternity leave, the employer must reinstate the employee in his former position and give him the wages and the benefits to which he would have been entitled had he remained at work.

If his position has been abolished, the employee retains the same rights and privileges that he would have enjoyed had he remained at work.

However, these provisions must not give the employee an advantage that he would not have enjoyed had he remained at work.

An employee who does not return to work on the stipulated date is considered to have quit his job.

Annual leaves

An absence for a paternity leave during the reference year does not reduce the length of an employee's vacation. The employee is entitled to an indemnity that is equal, depending on his length of uninterrupted service, to 2 or 3 times the weekly average of the wages earned during the reference year. It should be noted that the employee does not accumulate vacation pay while on parental leave.



Diocese of Montreal – Anglican Church of Canada
MOVING EXPENSE BENEFIT
APPENDIX XVII

APPLICATION FOR REIMBURSEMENT FOR RETIRING CLERGY
(in accordance with the policy in effect)

I, _____ hereby do make known, my intent to apply for the Retirement Moving Expense Benefit within the next three months. My retirement date is _____, and I understand that I must make known my intent apply for this benefit no later than my actual retirement date.

(name of cleric)

Signature

Date



Diocese of Montreal – Anglican Church of Canada

COPYRIGHT

APPENDIX XVIII

The history of liturgy is a story of creativity and borrowing. Great liturgical innovators composed texts for their own communities and others imitated them. Liturgical copyists exercised great influence and even control, contributing to the formation of a richly textured pattern of worship (eventually too textured, Cranmer would argue). It is more difficult today.

Early and medieval copyists worked without the restrictions of the laws of copyright. Today most liturgical texts are published under copyright, and most hymns are protected, for a period of time at least, by copyright on the words, copyright on the music, and copyright on the collection in which they appear.

Copyright made a relatively recent arrival on the legal scene and did not win immediate acceptance. The great eighteenth century jurist Blackstone noted that there had not, until recently, been any final determination upon the rights of authors at the common law. But the laws of copyright prevailed as an understandable reaction to the widespread abuse of original work made possible by the invention of printing, and today they are the concern of every church organist, worship committee and parish priest.

What is copyright? Copyright is a form of ownership, invested in the author of every original work of literature, music, drama, choreography, scientific publication, etc. Copyright exists in a work from the moment it is created -- in other words, copyright exists even though the work is not yet published or has not been registered in the Copyright Office. Just as the owner of a car is protected in law against joyriders and thieves, so the owner of a copyright is protected against the misuse of his or her property. The owner of a copyright may allow someone else to use the property, with or without a fee, and may even give or sell the copyright to someone else. But, apart from such an arrangement, the owner of the copyright has the sole right to reproduce the work, whether in print, or even in translation.

Unlike the ownership of cars, copyright does not last for ever. Copyright, with some exceptions, lasts for fifty years from the death of the author. After that the book, or hymn, or engraving, or whatever, may be copied with impunity.

What is infringement of copyright? Copyright is infringed when someone does anything that only the owner of the copyright has a right to do (e.g., sell or hire the work for use, distribute it, exhibit it for purposes of trade, import it for sale or hire in Canada). This principle is so sweeping that the law has hedged it with a list of exceptions, but the exceptions do not dilute the gravity of the principle. For instance, it is permitted to copy material, in a fair way, for purposes of study, research, criticism, review, and summary in a newspaper article. It is permitted to make a single backup copy of a computer programme, if you are able to prove you destroyed it when you ceased to own the programme. It is permitted to quote in public a reasonable extract from a published work (e.g., you may quote T.S. Eliot or Margaret Atwood in a sermon). And it is permitted (this point is of the greatest importance if we are to understand the sweeping nature of the law) for a congregation to sing a hymn in church from books they have purchased, without being liable to pay compensation, so long as the occasion is in furtherance of a religious, educational, or charitable object. In other words, even the copyrighted material in a hymn book is for personal use only, except insofar as it is covered by this exception.

What penalties does the law provide for infringement? The law provides both civil and criminal remedies. In civil actions those who infringe copyrights are liable to pay such damages as the owners may

have suffered as well as such profits (if any) they have made. If they claim that they did not know that there was copyright on the work, they may be subject only to an injunction to stop using it. If, however, the copyright was registered, then they shall be considered to have had reasonable grounds for suspecting that copyright existed. In criminal actions the new consolidated Copyright Act provides for maximum penalties of \$25,000 fine or six months in prison on summary conviction and \$1,000,000 fine or five years in prison on conviction on indictment.

What specifically are the regulations which are likely to affect organists, worship committees, and clergy? Here is a partial list.

Hymns: The words of copyrighted hymns may be copied only with the permission of the author or of some other person or body to whom the copyright has been granted or bequeathed. If you cannot find the author of a hymn, or the present owner of copyright on a hymn whose author has been dead for less than fifty years, check with the publisher. It is also possible that copyright on a hymn whose author has been dead for more than fifty years may be owned by a music society, publisher, or institution. Check the copyright notice in the hymn book or sheet music.

The same procedure applies to music and permission must be sought separately. Even if the music is no longer subject to copyright you may not photocopy it from a copyrighted hymn book without permission. If you receive permission to copy the words and music of a hymn you must not alter them without permission, e.g. to make the language inclusive or the harmony more attractive. Some authors and composers will give permission: some will not. You may be able to buy acetate transparencies of hymns for use in an overhead projector, but it is an infringement to make your own without permission.

Liturgical Texts: The General Synod holds a copy on the Book of Common Prayer of the Anglican Church of Canada. Of course, parts of the book are several centuries old and are, presumably, in the public domain. However, those parts which are unique to the Canadian book should not be copied without permission.

The General Synod holds a copyright on The Book of Alternative Services and it should not be copied without permission. Permission is routinely given for one-occasion use (a wedding or an ordination), and for introductory purposes for a period of six months. Other applications require consultation. Permission is not given for the selective use of parts of the book in a manner which appears to violate its spirit and intent: the new Copyright Act specifically protects the moral right of an author to the integrity of the work.

The Book of Alternative Services contains material which has been drawn from other sources and which is subject to the copyright of other authors and organizations. The General Synod cannot give permission for applicants to copy this material: it is their responsibility to search the acknowledgements pages (925-927) and make their own application for permission to use it. For instance, the second Eucharistic prayer (pp.196f) is based on a number of sources, including an ICEL original on which all rights are reserved. See the second acknowledgement on p.926.

An August 1989 Anglican Liturgical Consultation passed a resolution calling on provincial churches to be tolerant and generous in relation to other national churches which wish to use their work. The resolution also noted with understanding that copyright is often imposed to ensure the legitimate sale of books, but urged publishers to avoid restrictions and royalties which might impede the free sharing of prayer. This may, in the long run, make it easier for congregations to copy liturgical texts for appropriate occasions and special circumstances, but it is not likely to affect the stringent rules which apply in relation to hymns and music. In any case, the copyright laws are in force and should be observed.

The Rev. Paul Gibson, National Liturgical Office, October 1989



Diocese of Montreal – Anglican Church of Canada

GUIDELINES FOR TRANSITIONAL PASTORAL MINISTRY

APPENDIX XIX

Changes in pastoral leadership in Parishes and Congregations happen periodically. An incumbent may retire, or accept an appointment elsewhere. Sometimes an incumbent dies in office. Whatever the circumstances of the change might be, the Parish or Congregation enters a time of transitional pastoral ministry.

The Bishop, as Chief Pastor of the Diocese of Montreal, assisted by the Territorial Archdeacon, will consult with Churchwardens in the Parish to arrange the appointment of a cleric to provide transitional pastoral leadership and care during the vacancy. In the consultation between the Bishop, the Territorial Archdeacon and the Churchwardens of the Parish, a decision will be made regarding the type and length of transitional ministry appropriate in each case.

The following is a statement of the Guidelines under which Transitional Ministry is provided to Parishes and Congregations in the Diocese of Montreal.

CONGREGATIONS IN TRANSITION

In order that the important ministry of Word and sacrament continue in each congregation, the Diocese of Montreal seeks to ensure appropriate transitional pastoral leadership for congregations during times of pastoral vacancy. The transitional period provides an opportunity for the Parish or Congregation engage in a process of self-study and change in preparation for new pastoral leadership.

A Transitional minister without formal training may serve a Parish or Congregation facing the normal range of congregational concerns related to one Incumbent's leaving and preparations for the appointment of a new Incumbent. The Bishop or Territorial Archdeacon arranges for the congregation to receive the ministry of Word and sacraments by the appointment of a Transitional Priest-in-charge during the period of revising and updating the Parish Profile and beginning the Search Process

An experienced and specially trained Intentional Interim minister may benefit a Parish or congregation in a situation of significant concern and stress related to a pastoral transition. Situations in which this is particularly appropriate include the transition following a long pastorate, a congregation facing new mission opportunities and/or a changed context for ministry, a transition following the resignation of a pastor related to disciplinary action by the Diocese, or a transition marked by significant discord or upheaval within a congregation.

TRANSITIONAL MINISTRY

A Cleric providing transitional ministry either under appointment by the Bishop or under a term letter through the Territorial Archdeacon assumes the rights and duties in the congregation of a regularly appointed priest. The relationship to the congregation is a contracted and compensated arrangement and is for a specified term (which may be extended as circumstances require.)

A transitional cleric is not available for a regular appointment to the congregation served.

GUIDELINE FOR TRANSITIONAL PASTORAL MINISTRY

1. The Bishop of the Diocese with the concurrence of the Churchwardens authorises an appointed transitional cleric to provide the ministry of Word and sacraments to a Parish or Congregation. A transitional cleric shall provide a minimum of a half-time ministry (at least twenty hours per week) to the congregation with commensurate compensation in accordance with diocesan guidelines.
2. Only a cleric who has served in parish ministry for a minimum of three years is normally eligible to serve in a transitional ministry.
3. Prior to being eligible to serve in a designated Intentional Interim Ministry, the cleric shall normally receive appropriate training for such ministry. The Bishop will review transitional ministry training programs.
4. A Letter of Agreement between the Parish or Congregation and the appointee, whether for a shorter-term Transitional Ministry or a longer-term Intentional Interim Ministry will specify the specific goals and expectations related to the period of transitional ministry as well as compensation and benefits. The Diocese of Montreal will issue the Letter of Agreement following the negotiation of the agreement by the Churchwardens of the Parish or Congregation involved and the appointee.
5. In appointing a priest to transitional ministry, the Bishop assumes no responsibility for guaranteeing continuous employment, compensation, or benefits for the priest. It is understood that compensation and benefits are normally provided entirely by the congregation or ministry setting being served. Where possible, continuity of pension and health benefits will be advocated by the Bishop.