



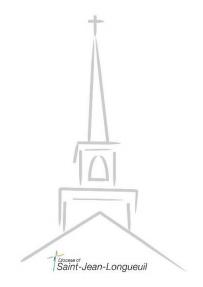
The *Handbook for the Administration of Fabriques* is the responsibility of the Diocesan Treasurer: <u>econome@dsjl.org</u>.

Only that person, with the approval of the Bishop, is allowed to make changes or additions. The documents found on the website correspond to the official versions, - including the Episcopal Regulations. Extracts may be provided on request.

This Handbook is available online on the Diocesan website and is for the use of:

- Active members of the Fabriques in the Diocese,
- Parish administrators in the Diocese,
- Administrative personnel of the parishes in the Diocese.
- Officers responsible for the Diocesan services.

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## HANDBOOK FOR THE ADMINISTRATION OF FABRIQUES

# INTRODUCTION

Reflection and the experience of recent years have led us to develop a spirit and practice of partnership among the pastoral officers, the pastoral team, the pastoral orientation councils and the members of the Fabrique, namely, the Fabrique chair and the churchwardens. In this context, each parish is further empowered to pursue the mission of the Church which is expressed concretely in an evangelization and pastoral animation project.

The parish also finds its juridical support in ecclesiastical and civil law. Now, the universal law of the Church, mainly documented in the Code of Canon Law, as well as the civil law in Quebec, particularly in the Act Respecting Fabriques, confer upon the diocesan bishop the responsibility and the authority to regulate the parishes of his diocese. The Code of Canon Law in fact stipulates the following, "In each parish there is to be a finance committee<sup>1</sup> to help the parish priest in the administration of the goods of the parish... It is ruled by the universal law and by the norms laid down by the diocesan bishop." (CCL, canon 537). An entire section of the Code of Canon Law (Book V) deals with the temporal goods of the Church and their administration. As well, the Act respecting Fabriques, Division II, recognizes the right of the diocesan bishop to make regulations and specify the framework.

In both cases, ecclesial as well as civil, laws and regulations are subordinated to the practice of the Catholic Church (Act respecting Fabriques, Sect. 13; CCL, canon 1254).

It is extremely important therefore, for the credibility of the Church as well as for the harmony and the equity that must exist within it and among the parishes of the diocese, that the Fabriques administer their goods in strict conformity with the laws and the regulations that govern them and that their members exercise the functions that are entrusted to them with competence, honesty and loyalty.

<sup>&</sup>lt;sup>1</sup> This committee for financial matters finds its expression, in Quebec, in the Fabrique Meeting.

To assist the members of each Fabrique in faithfully fulfilling their responsibilities, this *Handbook for the Administration of Fabriques* has been made available to them. This Handbook has been in existence since 1977. It has been updated regularly. It has been enriched. It reflects any changes in both civil and ecclesiastical laws. It will continue to be updated and completed as needed. It is the outcome of extensive consultations and collaborations as well as the result of a wide experience. I would therefore like to express my hearty thanks to all those, in particular, the Diocesan Treasurer, Mr. Paul De Leeuw, and the Diocesan Treasurer's Office - Aide aux fabriques, who have helped to make this Handbook an essential reference tool.

I request that this Office, in conjunction with the other diocesan offices, provide all the necessary information and training to the partners that are the Fabriques and the parish leaders, so that this Handbook may be understood and applied faithfully and harmoniously.

The work accomplished by the chairs of the Fabriques, and the churchwardens is one of the fine examples of the quality of volunteer work in the Church. This volunteering is even more remarkable as it is competent and efficient and in solidarity as well as a source of satisfaction and harmony for the people that exercise these functions as well as for those that benefit from it. I would consequently like to express my sincere thanks to the members of the Fabriques: they contribute in a unique way, within their own responsibilities, to the vitality of our Church.

+ Claude Handin

† Claude Hamelin Bishop of Saint-Jean-Longueuil

January 1st, 2025

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Updated: 2025-01-01

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To facilitate consultation of the Handbook for the Administration of Fabriques, the documents that make it up have been organized into four (4) main sections:

- Legal Framework Section 10
- Other Civil Laws Section 20
- Internal Fabrique Management Section 30
- Diocesan Legislation Section 40

The documents are coded according to the number of the corresponding section. A second volume has been added to the HAF, namely the "Manuel de gestion des cimetières" (Note of Translator: available in French only), as Section 50.

#### How to find your way around?

- By *clicking* on the document selected in the Table of Contents.
- By using the search methods in a PDF or via a hypertext link.

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# **RESEARCH RESOURCES**

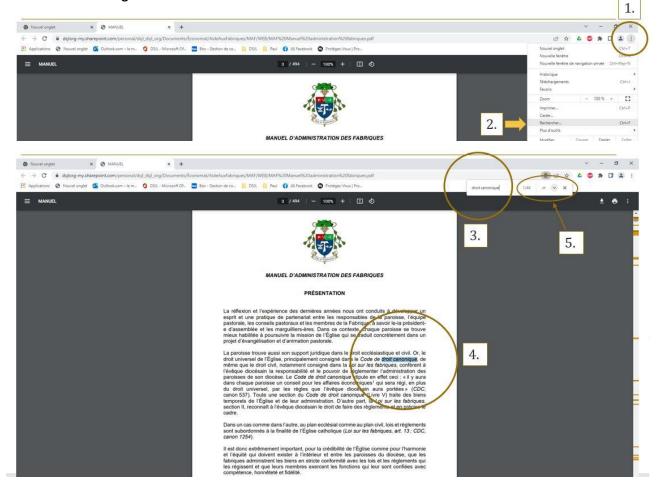
#### Online, in the PDF documents:

The Handbook for the Administration of Fabriques (HAF) is available online, ensuring that there is always access to the most up-to-date version of the documents.

The Handbook or some of the pages may be printed out and even downloaded to a computer. In both cases, there is a need to ensure that the most up-to-date version of either the printed or downloaded document is being used.

The HAF documents are provided in **PDF format**. They can be searched by keywords. This is the procedure for the Google Chrome browser (the look and feel may differ depending on the browser being used):

- 1. In the web browser, click on the 3 dots in the upper right-hand corner.
- 2. A window will open where the Find entry may be clicked.
- 3. In the open box, enter one or more keywords: in this example, the keywords are "canon law".
- 4. The results of the search will appear in the full text of the Handbook as highlighted text.
- 5. The search may be continued by moving from one highlighted word or expression to the next using the arrows. Note there are 44 instances of "canon law" in the HAF.



#### Through hyperlinks:

The documents contain sections highlighted in blue. In this example may be viewed the "Act respecting Fabriques" entry. Clicking on these words automatically would automatically cause the corresponding document to appear.

In this example, the government of Quebec website with the complete text of the Act would be accessed.

**Note:** By pressing the right mouse button, the external document can be opened in a new tab, allowing a more efficient consultation on two tabs.

Be used to access a document within the Handbook or an email.

	Accueil Nous joindre Plan du site Québec.ca FAQ English
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	À jour au 20 octobre 2020 Ce document a valeur officiale.
LA LOI SUR LES FABRIQUES	chapitre F-1
	LOI SUR LES FABRIQUES
LA LOI SUR LES FABRIQUES	SECTION I DÉFINITIONS
FAITS SAILLANTS ET COMMENTAIRES	1. Dans la présente loi, les termes suivants désignent:
Bien qu'il soit recommandé de lire l'ensemble de la Loi sur les fabriques et de se référer	a) «chancelier» : la personne qui est chargée de la garde des archives d'un diocèse;
au livret du Commentaire de la <i>Loi</i> , voici certains faits saillants et commentaires plus souvent utilisés.	<li>b) «curé»: le clerc qui est préposé à l'administration d'une paroisse selon les dispositions du droit ecclésial de l'Église catholique romaine;</li>
MAF = Manuel d'administration	<ul> <li>c) «desserte» : un territoire érigé canoniquement en desserte pour les fins de la religion que romaine au bénéfice des fidèles de cette religion;</li> </ul>
1. En cliquant sur le lien hypertex	sservant» : le clerc qui est préposé à l'administration d'une desserte;
SECTION I – LES DÉFINITIONS	Québec; ce terme comprend un archidiocèse, un diocèse, une archiéparchie, une éparchie, Québec; ce terme comprend un archidiocèse, un diocèse, une archiéparchie, une éparchie,
	un exarchat, un vicariat apostolique, un ordinariat militaire, une préfecture apostolique, une prélature territoriale et une abbaye territoriale;
« Fabrique »	<li>f) «évéque» : le clerc qui, selon les règles de l'Église catholique romaine, est préposé à l'administration d'un diocèse; ce terme comprend un archevêque, un évêque diocésain, un</li>
<ul> <li>Corporation civile qui agit par ses membres.</li> <li>Le terme « Conseil de fabrique » n'est pas approprié. Les personnes qui forment la</li> </ul>	archiéparque, un éparque, un exarque, un vicaire apostolique, un ordinaire militaire, un préfet apostolique, un prélat territorial, un abbé territorial, un administrateur apostolique, un
Fabrique agissent en corps, en « Assemblée de fabrique » qui n'est pas publique	administrateur diocésain, un vicaire général, un provicaire dans un vicariat apostolique, un propréfet dans une préfecture apostolique et un vicaire délégué dans un vicariat apostolique
<ul> <li>(contrairement à un conseil de ville, par exemple).</li> <li>Il serait normal d'accorder une attention particulière au point de vue du curé compte</li> </ul>	ou dans une préfecture apostolique;
tenu qu'il est le responsable de la paroisse.	
« Paroissien »	
<ul> <li>L'Évêque ne peut pas nommer un paroissien car la paroisse est territoriale.</li> </ul>	
<ul> <li>Le propriétaire d'un chalet peut être paroissien seulement s'il utilise son chalet. Il pourra alors être paroissien dans deux paroisses.</li> </ul>	
<ul> <li>Ne sont pas paroissiens : le curé de la paroisse; les catéchumènes; ceux qui ont</li> </ul>	
apostasié par lettre confirmée par le chancelier; ceux qui ne résident pas sur le territoire de la paroisse (le territoire est déterminé par décret de l'Évêque).	
« Président-e d'assemblée »	
<ul> <li>President-e d'assemblee »</li> <li>Nommé par l'Évêque. Il est en quelque sorte son représentant.</li> </ul>	
Le président d'assemblée peut être un non-paroissien.	8

# THE DIOCESE AND ITS BISHOPS

#### **Diocesan Mission Statement**

WE, who are baptized in Jesus Christ, let's go today, with the joy and hope of the Spirit, to welcome and reveal to the worldthe Word that frees and gives life.



**Diocese Coat of Arms in 1933** Motto: *that they may all be one* 

41 parishes and one Mission55 places of worship35 parish cemeteries

#### **Diocesan Logo**

Diocese of Saint-Jean-Longueuil

#### **Bishop Anastase Forget**

1<sup>st</sup> Bishop of Diocese: 1934-1955 Motto: *Christ must reign.* 

#### **Bishop Gérard-Marie Coderre**

2<sup>nd</sup> Bishop of Diocese: 1955-1978 Motto: *Taking the form of a slave* 

#### **Bishop Bernard Hubert**

3<sup>rd</sup> Bishop of Diocese: 1978-1996 Motto: *For in hope we were saved* 

#### **Bishop Jacques Berthelet, C.S.V.**

4<sup>th</sup> Bishop of Diocese: 1996-2010 Motto: *Bearing the Word of Life* 

#### Bishop Lionel Gendron, p.s.s.

5<sup>th</sup> Bishop of Diocese: 2010-2020 Motto: *God is Love* 

#### Bishop Claude Hamelin

6<sup>th</sup> Bishop of Diocese: 2020-Motto: *Joy and Hope* 

#### For further information, consult:

- Diocesan Directory
- The Diocesan Website: <u>www.dsjl.org</u>

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# PARISHES AND CEMETERIES

of the Diocese of Saint-Jean-Longueuil

For contact information, see the Diocesan Website.

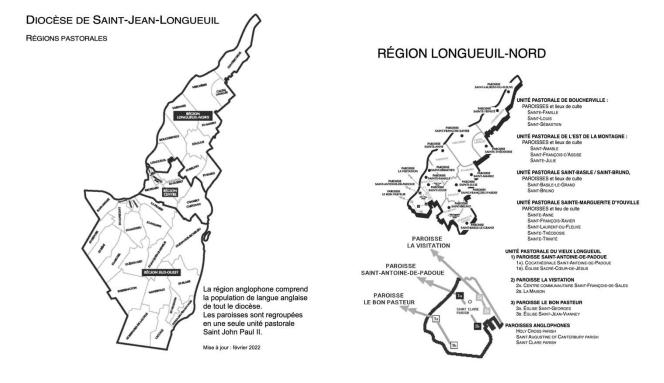
#### Note that:

- Several Fabriques own more than one place of worship or cemetery.
- In certain cases, the owner of the place of worship is not the Fabrique, but a long-term arrangement has been concluded to allow the site to be used for worship.
- There are no anglophone parish cemeteries.

Parish (fabrique)	Places of Worship			Parish Cemetery	
	Name	Municipality	Owner	Name	Municipality
Good Shepherd	Good Shepherd Church	Brossard	Fabrique		
Holy Cross	Holy Cross Church	Boucherville	Fabrique		
La Nativité de la Sainte- Vierge	église La Nativité de la Sainte-Vierge	La Prairie	Fabrique	La Nativité de la Ste-Vierge	La Prairie
	Saint-Marc (Complexe Roméo- Patenaude)	Candiac	Ville		
	église Saint- Mathieu	Saint-Mathieu	Ville	Saint-Mathieu	Saint-Mathieu
	église Saint- Philippe	Saint-Philippe	Ville	Saint-Philippe	Saint-Philippe
La Résurrection	centre La Résurrection	Brossard	Fabrique		
	église Notre- Dame-de- Bonsecours	Brossard	Fabrique		
	église Notre- Dame-du-Sacré- Cœur	Brossard	Fabrique		
La Visitation	Maison de quartier	Longueuil	Fabrique		
	centre Saint- François-de-Sales	Longueuil	Fabrique		
Le Bon Pasteur	église Saint- Georges	Longueuil	Fabrique	Saint- Georges	Longueuil
	église Saint-Jean- Vianney	Longueuil	Fabrique		
Saint-Amable	église Saint- Amable	Saint-Amable	Fabrique	Saint-Amable	Saint-Amable
Sainte-Anne	basilique Sainte- Anne	Varennes	Fabrique	Sainte-Anne	Varennes
Saint-Antoine-de- Padoue	église Sacré- Cœur-de-Jésus	Longueuil	Fabrique		
	cocathédrale Saint- Antoine-de-Padoue	Longueuil	Fabrique	Saint-Antoine- de-Padoue	Longueuil
Saint Augustine of Canterbury	Saint Augustine of Canterbury Church	Saint-Bruno	Fabrique		
Saint-Basile-Le-Grand	église Saint-Basile- Le-Grand	Saint-Basile- Le-Grand	Fabrique	Saint-Basile- Le-Grand	Saint-Basile- Le-Grand

Parish (fabrique)	Places of Worship			Parish Cemetery	
	Name	Municipality	Owner	Name	Municipality
Saint-Bruno	église Saint-Bruno	Saint-Bruno- de-Montarville	Fabrique	Saint-Bruno	Saint-Bruno- de-Montarville
Saint Clare	Saint Clare Church	Longueuil	Maronites		
Saint-Constant	église Sainte- Catherine d'Alexandrie	Sainte- Catherine	Fabrique		
	église Saint- Constant	Saint- Constant	Fabrique	Saint- Constant	Saint- Constant
	église Sainte- Thérèse-de- l'Enfant-Jésus	Delson	Ville	Sainte- Thérèse-de- l'Enfant-Jésus	Delson
Saint-Cyprien	église Saint- Cyprien	Napierville	Fabrique	Saint-Cyprien	Napierville
				Saint- Jacques-le- Mineur	Saint- Jacques-le- Mineur
Saint-Édouard	église Saint- Édouard	Saint- Édouard-de- Napierville	Fabrique	Saint- Édouard	Saint- Édouard-de- Napierville
Sainte-Famille	église Sainte- Famille	Boucherville	Fabrique	Sainte- Famille	Boucherville
Saint Francis of Assisi	Saint Francis of Assisi Church	Saint-Lambert	Fabrique		
Saint Francis Xavier Mission	Saint Francis Xavier Church	Kahnawake	Mission		
Saint-François-D'Assise	église Saint- François-D'Assise	Sainte-Julie	Fabrique		
Saint-François-Xavier	église Saint- François-Xavier	Verchères	Fabrique	Saint- François- Xavier	Verchères
Saint-Frère-André	église Saint- Bernard	Saint- Bernard-de- Lacolle	Fabrique	Saint-Bernard	Saint- Bernard-de- Lacolle
	église Saint- Valentin	Saint-Valentin	Fabrique	Saint-Valentin	Saint-Valentin
				Notre-Dame- du-Mont- Carmel	Lacolle
				Saint-Paul	Saint-Paul- de-l'Ïle-aux- Noix
Saint Gabriel	Saint Gabriel Church	Saint-Hubert	Fabrique		
Saint-Hubert	chapelle Immaculée- Conception	Saint-Hubert	Fabrique		
	église Saint-Hubert	Saint-Hubert	Fabrique	Saint-Hubert	Saint-Hubert
Saint-Isidore	église Saint-Isidore	Saint-Isidore	Fabrique	Saint-Isidore	Saint-Isidore

Parish (fabrique)	Places of Worship			Parish Cemetery	
	Name	Municipality	Owner	Name	Municipality
Saint-Jean-l'Évangéliste	Centre de ressourcement	Saint-Jean- sur-Richelieu	Fabrique	Saint-Blaise	Saint-Blaise
	cathédrale Saint- Jean-l'Évangéliste	Saint-Jean- sur-Richelieu	Diocèse		
	église Saint-Luc	Saint-Luc	Fabrique	Saint-Luc	Saint-Luc
	église Ste- Marguerite-de- Blairfindie	L'Acadie	Ville	Ste- Marguerite- de-Blairfindie	L'Acadie
Saint-Jean XXIII	église Saint-Jean XXIII	Saint-Hubert	Fabrique		
Saint-Joseph-de- Chambly	église Saint- Joseph-de- Chambly	Chambly	Fabrique	Saint-Joseph- de-Chambly	Chambly
				Très-Saint- Cœur-de- Marie	Chambly
Sainte-Julie	église Sainte-Julie	Sainte-Julie	Fabrique	Sainte-Julie	Sainte-Julie
Saint-Laurent-du-Fleuve	église Saint- Laurent-du-Fleuve	Contrecoeur	Fabrique		
Saint-Louis	centre Saint-Louis	Boucherville	Fabrique		
Sainte-Marguerite- Bourgeoys	église Notre- Dame-de- l'Assomption	Saint-Hubert	Fabrique	Saint-Maxime	LeMoyne
	Saint Mary Church	Greenfield Park	Fabrique St. Mary		
Saint Mary	Saint Mary Church	Greenfield Park	Fabrique		
Saint-Michel-Archange	église Saint- Michel-Archange	Saint-Michel	Ville	Saint-Michel- Archange	Saint-Michel
Saint-Patrice	église Saint-Patrice	Sherrington	Fabrique	Saint-Patrice	Sherrington
Saint Raymond	Complexe Roméo- Patenaude	Candiac	Ville		
Saint-Rémi	église Saint-Rémi	Saint-Rémi	Fabrique	Saint-Rémi	Saint-Rémi
Saint-Sébastien	église Saint- Sébastien	Boucherville	Fabrique		
Sainte-Théodosie	église Sainte- Théodosie	Calixa Lavallée	Fabrique	Sainte- Théodosie	Calixa Lavallée
Saint-Lambert-Saint- Thomas-d'Aquin	église Saint- Thomas-d'Aquin	Saint-Lambert	Fabrique	Saint-Lambert	Saint-Lambert
Sainte-Trinité	église Sainte- Trinité	Contrecoeur	Fabrique	Sainte-Trinité	Contrecoeur



**RÉGION CENTRE** 



PAROISSES et lieux de culte: 1) LA BIENHEUREUSE MARIE-ROSE-DUROCHER 1. Halte Marie-Rose

2) SAINTE-MARGUERITE-BOURGEOIS 2. Église Notre-Dame-de-L'Assomption

3) SAINT-HUBERT 3A. ÉGLISE IMMACULÉE-CONCEPTION 3B. ÉGLISE SAINT-HUBERT

4) SAINT-JOSEPH-DE-CHAMBLY 4A. Église Très-Saint-Cœur-de-Marie

5) LA RÉSURRECTION 5A. ÉGLISE NOTRE-DAME-DU-SACRÉ-CŒUR 5B. CENTRE COMMUNAUTAIRE LA RÉSURRECTION 5C. ÉGLISE NOTRE-DAME-DE-BONSECOURS

6) SAINT-JEAN XXIII 6. ÉGLISE SAINT-JEAN XXIII UNITÉ PASTORALE SAINT-LAMBERT PAROISSES et lieux de culte SAINT-LAMBERT SAINT-THOMAS-D'AQUIN

LES PAROISSES ANGLOPHONES GOOD SHEPHERD PARISH SAINT FRANCIS OF ASSISI PARISH SAINT GABRIEL PARISH SAINT MARY PARISH



#### PAROISSES et lieux de culte: 1) SAINT CONSTANT 1a. SAINTE-CATHERINE D'ÀLEXANDRIE 1B. SAINTE-THÉRÈSE-DE-L'ENFANT-JÉSUS 1c. SAINT-CONSTANT

2) LA NATIVITÉ DE LA SAINTE-VIERGE 2a. La Nativité de la Sainte-Vierge 28. Centre Saint-Marc 2c. Saint-Mathieu 20. Saint-Philippe

#### LES PAR SAIN

#### **RÉGION SUD-OUEST**

3) SAINT JEAN-L'ÉVANGÉLISTE 34. SAINT-LUC 38. SAINT-EMARGUERITE-DE-BLAIRFINDIE 30. CATHÉDRALE SAINT-JEAN-L'ÉVANGÉLISTE 30. CENTRE DE SPIRITUALITÉ UNITÉ PASTORALE LE PAYSAN

PAROISSES et lieux de culte Saint-Cyprien Saint-Édouard Saint-Patrice

#### UNITÉ PASTORALE LES JARDINS PAROISSES et lieux de culte SAINT-BIDORE SAINT-MICHEL-ARCHANGE SAINT-RÉMI

SAINT-TEMI SECTEUR PASTORAL DE LA FRONTIÈRE PAROISSES et lieux de culte Notre-Dame-du-Mont-Carmel

SAINT-BERNARD SAINT-PAUL SAINT-VALENTIN

LES PAROISSES ANGLOPHONES SAINT FRANCIS XAVIER MISSION SAINT RAYMOND PARISH

# LIST OF OFTEN USED ABBREVIATIONS

Abbreviation	Meaning
AQCB	Assembly of Quebec Catholic Bishops
AVC	Annual Voluntary Contribution
CAS	Comité d'Art sacré
CDAÉ	Conseil diocésain des affaires économiques
CDC	Collège des Consulteurs
CDP	Conseil diocésain de pastorale
СССВ	Canadian Conference of Catholic Bishops
CDVC	Conseil diocésain de la vie consacrée
CEFF	Caisse d'entraide financière des fabriques
CRSD	Conférences des régions et des services diocésains
DRH	Département des Ressources humaines
EDD	Équipe de direction du diocèse
EV	Episcopal Vicar
GV	General Vicar
IFTP	Institut de formation théologique et pastorale
HAF	Handbook for the Administration of Fabriques
MGC	Manuel de gestion des cimetières
POC	Pastoral Orientation Council
RÉ	Règlement épiscopal [Episcopal Regulation]

# **CONTACT DETAILS FOR DIOCESAN OFFICES [Services diocésains]**

frequently sought by the Fabriques

#### Statement of the diocesan centre mission

Following the Diocesan guidelines, all the Centre's staff provide support, dynamism and guidance to the Diocesan communities by promoting teamwork, synergy and versatility.

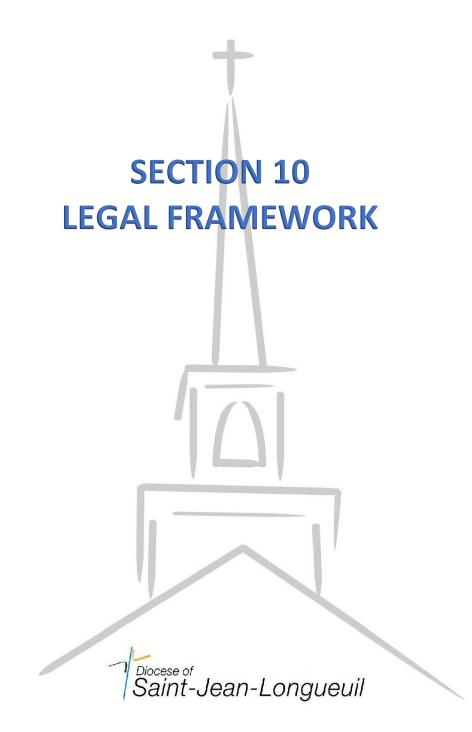
740, chemin du Coteau-Rouge Longueuil, QC J4J 1Z3 450-679-1100 / 514-990-9412

Service	Extension	Email Address
Accounting Service	230	comptabilite@dsjl.org
Aide aux fabriques	234	fabriques@dsjl.org
Archives	289	archives@dsjl.org
Chancellery	275	<u>chancellerie@dsjl.org</u>
Collective Insurance	232	assurances@dsjl.org
Diocesan Treasurer's Office		econome@dsjl.org
Financial Support for Parishes and the Diocese	228	financement@dsjl.org
General Secretary's Office	236	secretaire.general@dsjl.org
Human Resources	245	ressources.humaines@dsjl.org
Office of the Bishop	292	eveque@dsjl.org

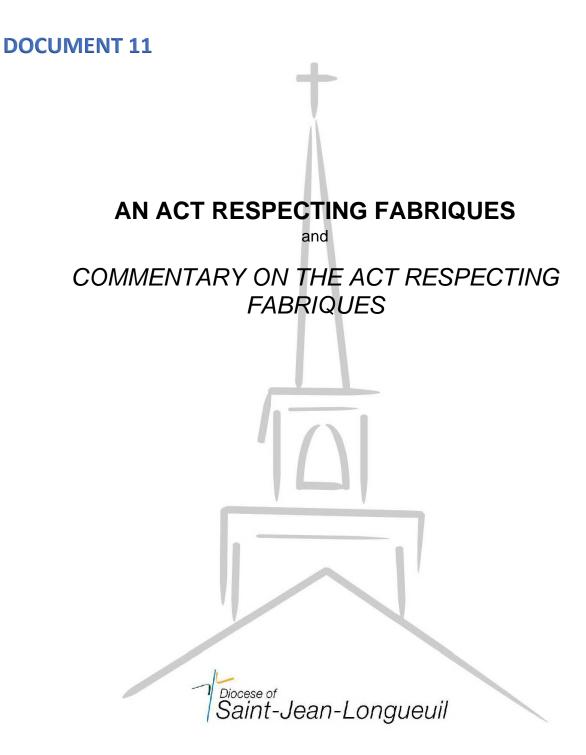
To Reach Someone by Email	firstname.familyname@dsjl.org
General Email Address for the Diocese	<u>info@dsjl.org</u>

Official Diocesan Website	www.dsjl.org
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Section 10



**For further information, contact:** the Diocesan Treasurer's Office - Aide aux fabriques :<u>fabriques@dsjl.org</u>

# AN ACT RESPECTING FABRIQUES

The Act Respecting Fabriques, effective January 1, 1966, is the most important of the three civil acts<sup>1</sup> directly concerning the Fabriques of the Catholic Church in Quebec. This Act is unique to Quebec; it constitutes <u>the letters patent</u> of the Fabriques.

The Act Respecting Fabriques is a matter of public order, i.e., the rules laid down there must be followed under the penalty of rendering null and void any act that would have been carried out, for example, without a prior authorization specified in that Act.

Although the *Act Respecting Fabriques* sets out the authority and responsibilities of the various actors involved and is useful and relevant in managing a multitude of common situations, its interpretation and application can become problematic.

For this reason, in 2016, the Assembly of Quebec Catholic Bishops published a **Commentary on the Act Respecting Fabriques**<sup>2</sup>. The intention of this document is to enable the persons concerned (treasurers, chancellors, parish priests, chairs, churchwardens, parish secretaries, etc.) to better understand the spirit of the *Act*, its openings and limits and lead them to appropriate and even unprecedented solutions. Thus, the publication of this Commentary obliges us all <u>to interpret and apply the *Act* in the same way and with the same rigour.</u>



It is therefore essential that the Fabriques adopt **bylaws** for their internal management to elucidate the application of the Act (see the *Handbook for the Administration of Fabriques* HAF <u>Document 31.400</u>).

Finally, it should be mentioned that Fabriques must also consider the **Code of Canon Law<sup>3</sup>**, a law of the Universal Church, which is specifically cited in the *Act Respecting Fabriques*. Thus, it is by reviewing a canon that it is sometimes possible to better grasp the true inspiration of the civil legislator. (See HAF <u>Document 12</u>).

<sup>&</sup>lt;sup>1</sup> The other two civil laws are: <u>Roman Catholic Bishops Act</u> (Chapter E-17); <u>Religious</u> <u>Corporations Act</u> (Chapter C-71). Three other laws deal with cemeteries: see Document 51.100 of the *Manuel de gestion des cimetières*.

<sup>&</sup>lt;sup>2</sup> Commentary on the Act Respecting Fabriques, Wilson & Lafleur, publisher 2017. Booklet available through the Diocesan Treasurer's Office – Aide aux fabriques.

<sup>&</sup>lt;sup>3</sup> Code of Canon Law: A code of law is an official and authentic compilation of laws in the form of a structured work grouping together brief articles or canons. Inspired by Napoleon's codification work, the Catholic Church first codified its laws in 1917 and revised it in 1983, with an update in 1998.

# Québec

This document has official status.

# LRQ Chapter F-1

# ACT RESPECTING FABRIQUES

For the full text of the Act, click on the following link.

**Note:** Right-clicking on the link will open a new tab for this external document, making it easier to view documents on two tabs.

Act respecting fabriques

# COMMENTARY ON THE ACT RESPECTING FABRIQUES SUMMARY

#### FROM WHOM?

- A Publication of the Assembly of Quebec Catholic Bishops (AQCB),
- Prepared by a Committee consisting of three treasurers (including a notary), three chancellors and the Assistant to the Secretary General of the AQCB,
- Experienced people faced with the realities of the Fabriques.

#### WHY THE NEED?

- To clarify and/or enlarge upon certain issues.
- New situations are leading to a more complex interpretation and application of the Act.
- To foster a common vision of the Act's interpretation.
- To assist the Fabriques and the Diocese in the application of the Act.
- The *Act* constitutes the charter (letters patent) of a Fabrique.

#### WHY NOT AMEND THE ACT?

- The government might also on their part want to introduce amendments that could be more restrictive for Fabriques.
- The Committee believes that the *Act* contains everything needed; it is just our way of viewing it that must change.

#### BOOKLET

- It is recommended to have at least three booklets per Fabrique: one copy for the Chair; another for the Fabrique Secretary; a third for the Parish Secretary to permit consultation by the members.
- The booklet is available for a modest price through the Diocesan Treasurer's Office-Aide aux fabriques.
- **NOTE:** The Handbook for the Administration of Fabriques has already taken the Commentary on the Act into account. Should there be a slight disparity between the Commentary and the Handbook, <u>the guidelines in the Handbook take precedence.</u>

# AN ACT RESPECTING FABRIQUES HIGHLIGHTS AND COMMENTARY

Although it is recommended that you read through the entire <u>Act Respecting Fabriques</u><sup>4</sup> and refer to the Commentary booklet on the Act, some of the more commonly used highlights and comments are outlined below.

#### HAF = Handbook for the Administration of Fabriques MGC = Manuel de gestion des cimetières

#### DIVISION I – DEFINITIONS "Fabrique"

- A Civil Corporation that acts through its members.
- The term "Fabrique Council" is inappropriate. The persons constituting a Fabrique act as a body in "Fabrique Meetings," which <u>are not public</u> (unlike a city council, for instance).
- It would be normal to pay close attention to the viewpoint of the parish priest, since he is accountable for the parish.

#### "Parishioner"

- The Bishop may not designate someone a parishioner as a parish is deemed territorial.
- A cottage owner can be considered a parishioner only if the owner is actively using the cottage. He/she can in that case be a parishioner in two parishes.
- The following are ineligible to be parishioners: the parish priest, catechumens, those apostatized by a confirmed letter from the chancellor and those not residing in the parish (its extent determined by the Bishop's decree).

#### "Chairman (Chair) of Fabrique Meetings"

- Appointed by the Bishop. This person is to a certain extent his representative.
- The chair may be someone not deemed a parishioner.
- That person might be selected from among the churchwardens, thereby combining both functions this option is not used in our diocese.
- He/she is not the "Chair of the Fabrique," neither is he/she the supervisor of the parish priest, nor of the Fabrique nor the employees. He/she may not make decisions by himself/herself. He/she chairs Fabrique meetings.
- Absent an appointment by the bishop, the parish priest is the chairman of the meetings.
- However, the parish priest does not replace the chair when absent. It is then up to the vice- chair to act or request the Bishop to make a temporary appointment. Otherwise, the meeting is not deemed valid.

<sup>&</sup>lt;sup>4</sup> Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on two tabs.

#### Vice-Chairman (Vice-Chair) of Fabrique Meetings"

- Appointed by the Bishop from among the members of the Fabrique (it could be the parish priest).
- He/she acts only when the chair is absent or refuses to act.
- His/her appointment terminates when he/she ceases to be a churchwarden or has his/her appointment revoked by the Bishop.

#### DIVISION II – THE BISHOP

Section 4 d): The Bishop may regulate worship...

• The Fabrique members have no authority over worship. The parish priest is answerable to the Bishop in this matter.

Section 4 i): The Bishop may delegate certain powers...

- For instance, the Diocesan Treasurer is the Bishop's delegate for most of the approvals required by the Fabriques (ref. section 26).
- However, the Bishop may not delegate the approval of Fabrique bylaws (see HAF <u>Document 31.400</u>).

Section 5 d): The Bishop may [...] direct the repair and maintenance of buildings...

 For instance, an episcopal regulation respecting major renovations and its effects on heritage value through the *Comité d'Art sacré* of the Diocese (see HAF <u>Document 43.100</u>)

Section 6: The Bishop is the visitor...

• The Bishop has the right to oversee the Fabrique. He settles any conflict that may arise.

#### DIVISION III – THE FABRIQUE

#### The Fabrique in relation to the Parish:

- A "<u>Parish</u>" is constituted by the Bishop through a "Decree of Canonical Erection" (Sect. 2) (ref. <u>archives@dsjl.org</u>). The parish is the specific community of the faithful (Canon 515) living in a portion of the territory of the diocese.
- A "<u>Fabrique</u>" is constituted by the *Act Respecting Fabriques* (sect. 9 11). It has the civil recognition to manage the goods of the parish. The *Act* constitutes the "Charter" or "Letters Patent" of a Fabrique.

#### Section 12: Name of a Fabrique

- At the *Registraire des entreprises du Québec*, a Fabrique is referred to as *"Fabrique de la Paroisse de..."* in French. The English equivalent would be "The Fabrique of the Parish of...."
- Examples for the *Registraire*:
  - Fabrique de la Paroisse de Good Shepherd
  - Fabrique de la Paroisse de St. Mary's

#### Section 13: Object of a Fabrique

- The object of a Fabrique is to act only for the practice of the Roman Catholic religion.
- Notwithstanding a lack of members, a Fabrique will subsist. Only the intervention of the Bishop in the parish terminates the existence of a Fabrique.

#### Section 14: Composition of a Fabrique

- A Fabrique consists of seven or eight members:
  - The Chair, if specifically appointed by the Bishop,
  - The parish priest, who is also Chair, if no specific appointment was made by the Bishop,
  - The six churchwardens.
- According to the interpretation of the *Act*, a minimum of 4 members is required for a Fabrique: the Chair, the pastor and two churchwardens. (HAF Document 21.100).
- Obligation to update the declaration with the *Registraire des entreprises du Québec* within 30 days of any change (HAF <u>Document 21.100</u>).

#### DIVISION IV – RIGHTS, POWERS AND PRIVILEGES OF THE FABRIQUE

#### Section 18: List of the Rights, Powers and Privileges of a Fabrique

• This section imperatively must be applied together with <u>Section 26</u> of the *Act* which states the instances when the Bishop's permission is required before a Fabrique may act.

#### Section 19: Bylaws of a Fabrique

- Bylaws of a Fabrique for its internal management: See HAF <u>Document 31.400</u>.
- Fabrique Cemetery Bylaws: see MGC Document 51.600.
- These bylaws come into force upon approval by the Bishop.

#### DIVISION V – EXERCISE OF THE POWERS OF THE FABRIQUE

#### Section 26: Authorization of the Bishop

 This section states the instances when the Bishop's authorization is required prior to the Fabrique acting, and it imperatively must be applied in conjunction with <u>Section 18</u> of the Act.

#### Section 27: Borrowing by the Fabrique

- The Bishop's permission required at all times,
- Depending on the duration and/or amount of the loan, an authorization at a Meeting of Parishioners is also required (see Section 28).
- A line of credit is considered a loan.

#### Section 31: Budget Estimates

• The Fabrique budget must be presented to the parishioners following approval by the Bishop.

#### Section 32: Financial Statement Report

• A Fabrique must present to the Bishop as well as the parishioners a Financial Statement Report.

#### Authorization of Expenditures or Action on Behalf of the Fabrique:

- Annually or periodically, the Fabrique must, through a resolution:
  - Authorize individuals to sign cheques on behalf of the Fabrique.
  - Authorize an individual to take care of routine expenses: e.g., buy supplies, pay salaries, settle common invoices.
  - Designate individuals to act on behalf of the Fabrique for routine acts: e.g., issuing income tax receipts.
- See HAF Document 31.800: "Administrative Internal Controls"
- See « Fabrique bylaw no1 ».

#### DIVISION VI – CHURCHWARDENS

#### Section 38: Term of Office for Churchwardens

- To respect the spirit of the Act.
  - A churchwarden reaching the end of his/her term who is not re-elected or replaced continues in office for a maximum of 60 days, the time limit for a new election (unless he/she withdraws in writing).
  - A churchwarden who has completed two complete consecutive terms of office may not be re-elected before an interval of one year has passed, even if it is to finish the term of office of another churchwarden.

#### Section 39: A churchwarden shall cease to act as such...

- When it is entered in the minutes once a situation arises including stating the date.
- When the office of a churchwarden becomes vacant, the Fabrique has 60 days to proceed with an election and thus call a Meeting of Parishioners.
- Upon any change in the composition of the Fabrique, update, within 30 days, the declaration of its registration with the *Registraire des entreprises du Québec*. (See HAF <u>Document 21.100</u>).
- Churchwarden often absent from meetings without a valid excuse:
  - No provision in the Act allows for the dismissal of a churchwarden who is too often absent from meetings.
  - However, he/she can be induced to resign via application of Article 4.5 of the Fabrique Bylaw <u>No. 1</u> covering the internal governance. (See HAF <u>Document</u> <u>31.400</u>). The offending churchwarden may be reminded that he/she has taken an oath to uphold the Fabrique bylaws. (See HAF <u>Document 33.300</u>).

#### Section 39 f): Case of Conflict of Interest

- This section must be strictly interpreted.
- At a time when the issue of conflict of interest is much in the news, Fabriques should avoid any confusion in this regard. Likewise, this includes avoiding any appearance of conflict of interest.
- The Fabrique itself decides whether a churchwarden is in a direct or indirect conflict of interest regarding a matter (section 46), in conjunction with the Diocesan Treasurer.
- Three questions to ask to determine whether there is a conflict of interest:
  - Will a decision by the Fabrique on this matter favour this member?
  - o Does this member pursue interests separate from the parishioners?
  - Can parishioners have reasons to believe that this member would be advantaged or favoured by the Fabrique's decision?
- The churchwarden in a conflict of interest withdraws from discussions on the matter in question and is not entitled to vote (Section 46).
- If the Fabrique's decision on the matter confirms the conflict of interest, that churchwarden ceases to hold office; a letter of resignation is not required. Record this fact in the minutes.

## **DIVISION VII – FABRIQUE MEETINGS**

#### Section 43: Calling the Meeting

- A written notice of a meeting must be sent to the members of the Fabrique at least three clear days before the meeting, which means excluding the day it was sent and the day of the meeting.
- The notice must contain an agenda: a new item involving a decision may not be added unless all members are present and all agree to the addition (refer to <u>Fabrique Bylaw</u> <u>No. 1</u> for the applicable bylaw, Article 4).
- There is no such thing as a "Regular" or "Special" meeting.
- In case of an emergency: state in the minutes that all have been convened.
- Participation in the meeting via a <u>remote means</u> (video conference, email, telephone):
  - o If all agree, record it in the minutes.
  - Refer to Fabrique Bylaw No. 1 for the applicable bylaw, article 4.
- Unlike a City Council for example, a Fabrique meeting is not public. The Fabrique acts only through its members. No one can therefore claim to be entitled to attend the meeting.

#### Section 44: Waiving a Notice of Convocation

- Verbally by the members present at the meeting, to be recorded in the minutes.
- In writing by the absent members, to be attached to the minutes, otherwise the meeting is not valid.

#### Section 45: Quorum and Voting

QUORUM	
Current No. of Members	No. Attending Required
8	5
7	4
6	4
5	3
4	3

VOTING	
Actual Attendance	Majority <u>Required</u>
8	5
7	4
6	4
5	3
4	3
3	2

Majority of Officeholders <u>Serving</u> in the Fabrique Majority of officeholders <u>Present</u> at the meeting

- An <u>abstention</u> is counted as a negative vote.
- Do not confuse the number of members needed for a quorum with the number of members needed to vote.
- Under Section 354 of the <u>Civil Code of Québec</u>, it is possible, in a <u>particular case</u>, to
  pass a resolution outside of meetings, provided that all persons entitled to vote have
  signed the resolution.

#### Section 48: Minutes

- Caution in their preparation as they are public under section 25 of an *Act Respecting Fabriques*. (See HAF <u>Document 33.400</u>).
- The minutes should just record the decisions and not be a *verbatim* report of discussions.
- Signed by the person presiding over the meeting and the person acting as secretary of the meeting, who prepared them.
- Meeting secretary: either selected from among the members or from someone outside (the latter without a right to vote).
- The terms of a transaction are to be approved by the Fabrique. A person may not be delegated to finalize and sign an agreement.
- At his/her request, the dissent of a member shall be noted.

#### DIVISION VIII – MEETINGS OF PARISHIONERS

#### **Decision-Making Power of Meetings of the Parishioners**

A Meeting of Parishioners, with the right to vote, is only required on two occasions:

- Section 28: For the authorization of a loan by the Fabrique,
- Section 35: For the election of churchwardens; refer to Fabrique Bylaw <u>No. 3</u> dealing with the election of churchwardens, HAF <u>Document 31.400</u>.

Meetings of Parishioners must be held face-to-face; no provision in the *Act* allows for a recourse to remote communications (e.g., videoconferencing).

#### Section 51: Calling a Meeting of Parishioners

- The meeting notice must be published at least six clear days before the meeting, which means excluding the day it was sent and the day of the meeting, via one of the following means (although it is recommended to use all these means as well as electronic means and social media):
  - a) It should be announced at the Sunday masses.
  - b) It should be posted on the door of the place(s) of worship.
  - c) It is reproduced in a printed bulletin for parishioners, a copy of which they may get at each of the parish's places of worship.
- Refer to HAF <u>Document 33.500</u>.

#### **Advisory Role of Parishioners**

Parishioners may be brought together for a consultation:

- For any other matter of importance raised by the Fabrique or at the request of the Bishop.
- By holding an information meeting (a public consultation, not a Meeting of Parishioners). No decision-making vote allowed.
- Refer to Fabrique Bylaw <u>No. 4</u> regarding the Public Consultation of parishioners, HAF <u>Document 31.400</u>.

#### **Rights of Parishioners:**

- Section 31: Be advised of the Fabrique's budget estimates when approved by the Bishop.
- Section 32: Be advised of the Fabrique's Annual Report of the Financial Statements.

#### Section 56: Minutes

• It is mandatory that the Fabrique use the <u>template for minutes</u> presented in HAF <u>Document 33.500</u>.

Section 10

# **DOCUMENT 12**

# FABRIQUES AND THE CODE OF CANON LAW



#### For further information, contact:

the Diocesan Treasurer's Office - Aide aux fabriques : <u>fabriques@dsjl.org</u> or the Chancellery: <u>chancellerie@dsjl.org</u>

#### THE CODE OF CANON LAW EXTRACTS

#### INTRODUCTION

The Act respecting Fabriques defines the rules under civil law that provide the legal framework for ecclesiastical corporations whose principal object is the administration of material and financial assets for purposes of practicing the Roman Catholic religion in a parish. This law could not be considered in isolation without reference to the *Code of Canon Law* which defines the legislative framework for the universal Church.

In fact, the Code is the principal legislative document of the Church, founded on the legal and legislative legacy of the Revelation and of Tradition. It is an indispensable tool for the guarantee of order in the life and activity of all members of the Church. It contains the basic characteristics of the organic structure of the Church and of its functioning. Remarkably, the new *Code of Canon Law* promulgated in 1983<sup>1</sup> perfectly renders into legal language the new conciliar ecclesiology, whereby the Church presents itself as the People of God with whom the hierarchical authority exercises its power in a spirit of service, of collegiality and of communion.

By its very nature, canon law shall, as a matter of obligation, be respected just like the civil law that governs human activities. To illustrate concretely the manner in which the *Code of Canon Law* is expressed and applied to the foundation of parishes and to the management of temporal goods, the following are <u>some pertinent</u>, interesting and <u>enlightening canons</u>. These may be found in reference to various sections of the *Act Respecting Fabriques* (HAF Document 11) as well as in the *Commentary on the Act Respecting Fabriques* publication<sup>2</sup>.

<sup>&</sup>lt;sup>1</sup> Code of Canon Law: A code is an official and authentic compilation of laws, in the form of a structured work organized in brief articles or canons. Inspired by Napoleon's work of codification, the Catholic Church codified its law for the first time in 1917 and revised it in 1983. Click here for the complete text <u>Code of Canon Law.</u>

<sup>&</sup>lt;sup>2</sup> Commentary on the Act respecting Fabriques: This is a publication of the Assembly of Quebec Catholic Bishops, Wilson & Lafleur, publication 2017. The booklet is available through the Diocesan Treasurer's Office-Aide aux Fabriques.

#### INTERNAL ORGANIZATION OF DIOCESES AND PARISHES

#### Canon 368

Particular churches, in which and from which the one and only Catholic Church exists, are first of all <u>dioceses</u>, to which, unless it is otherwise evident, are likened a territorial prelature and territorial abbacy, an apostolic vicariate and an apostolic prefecture, and an apostolic administration erected in a stable manner.

#### Canon 369

A <u>diocese</u> is a portion of the people of God, which is entrusted to a Bishop to be nurtured by him, with the cooperation of the presbyterium, so that, adhering to its pastor and gathered by him in the Holy Spirit through the gospel and the Eucharist, it constitutes a particular Church. In this Church, the one, holy, catholic and apostolic Church of Christ truly exists and operative.

#### Canon 372

- § 1. As a rule, a portion of the people of God which constitutes a diocese or other particular church is limited to a definite <u>territory</u> so that it includes all the faithful living in the territory.
- § 2. Nevertheless, where in the judgment of the supreme authority of the Church it seems advantageous after the conferences of bishops concerned have been heard, particular churches distinguished by the rite of the faithful or some other similar reason can be erected in the same territory.

#### Canon 375

- § 1. <u>Bishops</u>, who by divine institution succeed to the place of the Apostles through the Holy Spirit who has been given to them, are constituted pastors in the Church, so that they are teachers of doctrine, priests of sacred worship, and ministers of governance.
- § 2. Through episcopal consecration itself, bishops receive with the function of sanctifying also the <u>functions</u> of teaching and governing; by their nature, however, these can only be exercised in hierarchical communion with the head and members of the college.

#### Canon 376

Bishops to whom the care of some diocese is entrusted are called <u>diocesan</u>; others are called titular.

#### Canon 396

§ 1. A bishop is <u>obliged to visit</u> the diocese annually either in whole or in part, so that he visits the entire diocese at least every Five years either personally or, if he has been legitimately impeded, through the coadjutor bishop, an auxiliary, vicar general, episcopal vicar, or another presbyter.

- § 1. In each diocese the diocesan bishop must appoint a <u>vicar general</u> who is provided with ordinary power according to the norm of the following canons and who is to assist him in the governance of the whole diocese.
- § 2. As a general rule, <u>one vicar general</u> is to be appointed unless the size of the diocese, the number of inhabitants, or other pastoral reasons suggest otherwise.

#### Canon 476

Whenever the correct governance of a diocese requires it, the diocesan bishop can also appoint <u>one or more episcopal vicars</u>, namely, those who in a specific part of the diocese or in a certain type of affairs or over the faithful of a specific rite or over certain groups of persons possess the same ordinary power which a vicar general has by universal law, according to the norm of the following canons.

#### Canon 477

- § 1. The diocesan bishop freely <u>appoints</u> a vicar general and an episcopal vicar and can freely remove them, without prejudice to the prescript of can. 406. An episcopal vicar who is not an auxiliary bishop is to be appointed only for a time to be determined in the act of appointment.
- § 2. When a vicar general is absent or legitimately impeded, a diocesan bishop can appoint another to take his place; the same norm applies to an episcopal vicar.

#### Canon 479

- § 1. By virtue of office, the vicar general has the executive power <u>over the whole diocese</u> which belongs to the diocesan bishop by law, namely, the power to place all administrative acts except those, however, which the bishop has reserved to himself or which require a special mandate of the bishop by law.
- § 2. By the law itself an episcopal vicar has the same power mentioned in §1 but only offer the <u>specific part of the territory</u> or the type of affairs or the faithful of a specific rite or group for which he was appointed, except those cases which the bishop has reserved to himself or to a vicar general or which require a special mandate of the bishop by law.

#### Canon 482

- § 1. In every curia <u>a chancellor</u> is to be appointed whose principal function, unless particular law establishes otherwise, is to take care that acts of the curia are gathered, arranged, and safeguarded in the archive of the curia.
- § 2. If it seems necessary, the chancellor can be given an assistant whose title is to be <u>vice-chancellor</u>.

- § 1. A <u>parish</u> is a certain community of the Christian faithful stably constituted in a particular church, whose pastoral care is entrusted to a pastor (*parochus*) as its proper pastor (*pastor*) under the authority of the diocesan bishop.
- § 2. It is only for the <u>diocesan bishop</u> to erect, suppress or alter parishes. He is neither to erect, suppress nor alter notably parishes unless he has heard the presbyteral council.
- § 3. A lawfully established parish possesses juridic personality by virtue of the law itself.

#### Canon 517

- § 1. When circumstances require it, the pastoral care of a parish or of different parishes together can be entrusted to several priests *in solidum*, with the requirement, however, that in exercising pastoral care one of them must be <u>the</u> <u>moderator</u>, namely, the one who is to direct the joint action and to answer for it to the bishop.
- § 2. If, because of a lack of priests, the diocesan bishop has decided that participation in the exercise of the pastoral care of a parish is to be entrusted to a deacon, to another person who is not a priest, or to a community of persons, he is to appoint some priest who, provided with the powers and faculties of a pastor, is to direct <u>the pastoral care</u>.

#### Canon 518

As a general <u>rule a parish is to be territorial</u>, that is, one which includes all the Christian faithful of a certain territory. When it is expedient, however, personal parishes are to be established determined by reason of the rite, language, or nationality of the Christian faithful of some territory, or even for some other reason.

#### Canon 519

The <u>pastor</u> (*parochus*) is the proper pastor (*pastor*) of the parish entrusted to him, exercising the pastoral care of the community committed to him under the authority of the diocesan bishop in whose ministry of Christ he has been called to share, so that for that same community he carries out the functions of teaching, sanctifying, and governing, also with the cooperation of other presbyters or deacons and with the assistance of lay members of the Christian faithful, according to the norm of law.

#### Canon 523

Without prejudice to the prescript of can. 682, §1, <u>the provision of the office of pastor</u> belongs to the diocesan bishop, and indeed by free conferral, unless someone has the right of presentation or election.

#### Canon 532

In all juridic matters, the <u>parish priest</u> represents the parish according to the norm of law. He is take care that the goods of the parish are administered according to the norm of can. 1281-1288.

- § 1. In each parish there are to be <u>parochial registers</u>, that is, of baptisms, marriages, deaths, and others as prescribed by the conference of bishops or by the diocesan bishop. The pastor is to see to it that these registers are accurately inscribed and carefully preserved.
- § 2. In the <u>baptismal register</u> are also to be noted confirmation and those things which pertain to the canonical status of the Christian faithful by reason of marriage, without prejudice to the provision of can. 1133, and of adoption, of the reception of sacred orders, of perpetual profession made in a religious institute, and of a change of rite. These annotations are always to be noted on a baptismal certificate.

#### Canon 537

In each parish there is to be a <u>finance committee</u> which is governed, in addition to universal law, by norms issued by the diocesan bishop and in which the Christian faithful, selected according to these norms, are to assist the pastor in the administration of the goods of the parish, without prejudice to the prescript of can. 532.

#### Canon 538

- § 1. <u>A pastor ceases from office</u> by removal or transfer carried out by the diocesan bishop according to the norm of law, by resignation made by the pastor himself for a just cause and accepted by the same bishop for validity, and by lapse of time if he had been appointed for a definite period according to the prescripts of particular law mentioned in can. 522.
- § 2. A pastor who is a member of a religious institute or is incardinated in a society of apostolic life is removed according to the norm of can. 682, § 2.
- § 3. When a pastor has <u>completed seventy-five years of age</u>, he is requested to submit his resignation from office to the diocesan bishop who is to decide to accept or defer it after he has considered all the circumstances of the person and place. Attentive to the norms established by the conference of bishops, the diocesan bishop must provide suitable support and housing for a retired pastor.

#### Canon 539

When a parish becomes vacant or when a pastor is prevented from exercising his pastoral function in the parish by reason of captivity, exile or banishment, incapacity or ill health, or some other cause, the diocesan bishop is to designate as soon as possible a <u>parochial administrator</u>, that is, a priest who takes the place of the pastor according to the norm of can. 540.

#### Canon 540

2025-01-01

- § 1. A parochial administrator is bound by the same duties and possesses the same rights as a pastor unless the diocesan bishop establishes otherwise.
- § 2. A parochial administrator is not permitted to do anything which prejudices the rights of the pastor or can harm parochial goods.
- § 3. After he has completed his function, a parochial administrator is to render an account to the pastor.

#### THE TEMPORAL GOODS OF THE CHURCH

#### Canon 1210

Only those things which serve the exercise or promotion of worship, piety, or religion are permitted in a <u>sacred place</u>; anything not consonant with the holiness of the place is forbidden. In an individual case, however, the ordinary can permit other uses which are not contrary to the holiness of the place.

#### Canon 1215

§ 1. No church is to be <u>built</u> without the express written consent of the diocesan bishop.

#### Canon 1254

- § 1. To pursue its proper purposes, the Catholic Church by innate right, is able to acquire, retain, administer and alienate <u>temporal goods</u>, independently from civil power.
- § 2. The <u>proper purposes</u> are principally: to order divine worship, to care for the decent support of the clergy and other ministers, and to exercise works of the sacred apostolate and of charity, especially toward the needy.

#### Canon 1256

Under the supreme authority of the Roman Pontiff, ownership of goods belongs to that <u>juridic person</u>, public or private which has acquired them legitimately.

#### Canon 1260

The Church has an innate right to require from the Christian <u>faithful</u> those things which are necessary for the purposes proper to it.

#### Canon 1262

The faithful are to give <u>support</u> to the Church by responding to appeals and according to the norms issued by the conference of bishops.

#### Canon 1263

After the diocesan bishop has heard the finance committee and the presbyteral council, he has the right to impose a <u>moderate</u> tax for the needs of the diocese upon public juridic persons subject to his governance; this tax is to be proportional to their income. He is permitted only to impose an extraordinary and moderated exaction upon other physical and juridic persons only in case of grave necessity and under the same conditions, without prejudice to particular laws and customs which attribute greater rights to him.

#### Canon 1266

In all churches and oratories which are, in fact, habitually open to the Christian faithful, including those which belong to religious institutes, the local ordinary can order the taking up of <u>a special collection</u> for specific parochial, diocesan, national, or universal projects; this collection must be diligently sent afterwards to the diocesan curia.

- § 1 It is for the ordinary to exercise careful vigilance over <u>the administration</u> of all the goods which belong to public juridic persons subject to him, without prejudice to legitimate titles which attribute more significant rights to him.
- § 2. With due regard for rights, legitimate customs, and circumstances, ordinaries are to take care of the <u>ordering</u> of the entire matter of the administration of ecclesiastical goods by issuing special instructions within the limits of universal and particular law.

#### Canon 1277

The diocesan bishop must hear the finance council and college of consultors to place acts of administration which are more important in light of the economic condition of the diocese. In addition to the cases specially expressed in universal law or the charter of a foundation, however, he needs the consent of the finance council and of the college of consultors to place acts of extraordinary administration. It is for the conference of bishops to define which acts are to be considered of extraordinary administration.

#### Canon 1282

All persons, whether clerics or laity, who lawfully take part in the administration of ecclesiastical goods, are bound to fulfil their duties <u>in the name of the Church</u>, according to the norm of law.

#### Canon 1283

Before administrators begin their function:

- 1° they must take an <u>oath</u>, in the presence of the ordinary or his delegate, that they will administer well and faithfully;
- 2° they are to prepare and sign a clear and accurate <u>inventory</u> of all immovable property, movable objects, whether precise which are precious or of some cultural value, or of other goods, with their description and appraisal; any inventory already done is to be reviewed;
- 3° one copy of this inventory is to be <u>kept in the archive of the administration</u> and another in the archive of the curia; any change which the patrimony happens to undergo to be noted in each copy.

#### Canon 1286

Administrators of goods:

- 11 in the <u>employment</u> of workers are to observe meticulously also the civil laws concerning labour and social policy, according to the principles handed on by the Church;
- 21 are to pay a just and decent <u>wage</u> to employees so that they are able to provide fittingly for their own needs and those of their dependents.

#### Canon 1287

- § 1. Both clerical and lay administrators of any ecclesiastical goods whatever which have not been legitimately exempted from the power of governance of the diocesan bishop are bound by their office to <u>present an annual report</u> to the local ordinary who is to present it for examination by the finance council; any contrary custom is reprobated.
- § 2. According to norms to be determined by particular law, administrators are to render an account to the faithful concerning the goods offered by the faithful to the Church.

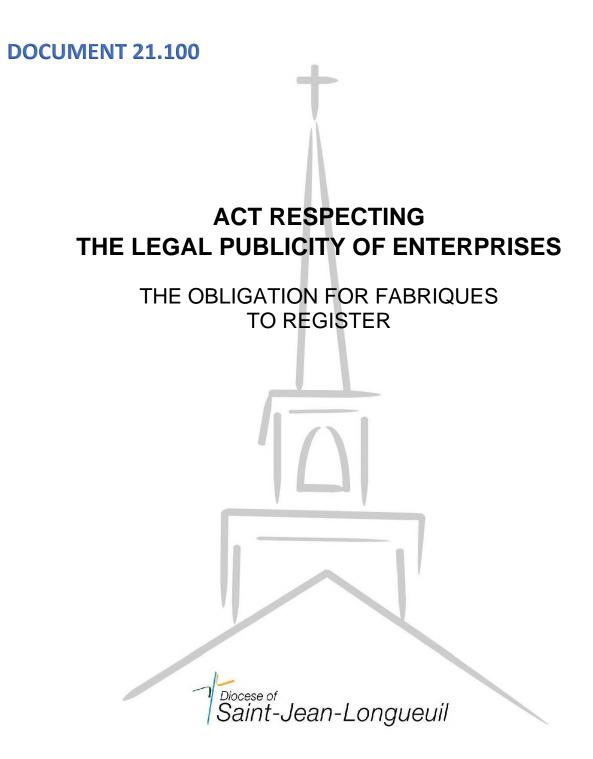
#### Canon 1288

Administrators are neither to initiate nor to contest litigation in a <u>civil forum</u> in the name of a public juridic person unless they have obtained the written permission of their own ordinary.

#### Canon 1297

Attentive to local circumstances, it is for the conference of bishops to establish norms for the leasing of Church goods, especially regarding the permission to be obtained from competent ecclesiastical authority.





#### For further information, contact:

The Diocesan Treasurer's Office - Aide aux fabriques: fabriques@dsjl.org

## ACT RESPECTING THE LEGAL PUBLICITY OF ENTERPRISES

#### THE OBLIGATION FOR FABRIQUES TO REGISTER

#### EXPLANATORY NOTE

Section 21 of the <u>Act Respecting the Legal Publicity of Enterprises</u><sup>1</sup>, (Chapter P-44.1), which came into force in 2010, (formerly P-45 - Act Respecting the Legal Publicity of Sole Proprietorships, Partnerships and Legal Persons) effectively established a register for individual companies, partnerships and legal persons, and required their registration. That measure is aimed at making public, essential information for the citizens of Quebec who do business with these companies or persons. Consequently, every legal person in private law must present a <u>Déclaration d'immatriculation (Declaration of registration</u>)<sup>1</sup> from its inception.

According to the Assembly of Quebec Catholic Bishops, a Fabrique should instead have been considered a legal person in public law and thus not be subject to this *Act*, but the *Registraire des entreprises du Québec*<sup>2</sup> has taken the opposite position.

To avoid all kinds of problems<sup>3</sup>, we are requesting that Fabriques comply with the requirements of the *Act* by sending to the **Registraire des entreprises du Québec** a <u>*Déclaration de mise à jour annuelle (Annual updating declaration)*<sup>1</sup>, which must be filed each year in the period beginning May 15th and ending November 15th. The annual declaration is needed to permit the updating of the information contained in the initial declaration as well as to enable a Fabrique to be recognized as a registered charity able to issue tax receipts<sup>3</sup>.</u>

<u>For every change in the composition of a Fabrique</u> (resignation of a churchwarden, induction of new churchwardens, a new Chair, a new pastor), a Fabrique is allowed 30 days to update the *Déclaration d'immatriculation* with the *Registraire des entreprises* 

<sup>&</sup>lt;sup>1</sup> Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on two tabs.

<sup>&</sup>lt;sup>2</sup> Since 1 February 2004, the latter has replaced the "Inspector General of Financial Institutions".

<sup>&</sup>lt;sup>3</sup> A Fabrique could have its registration canceled ex-officio after two (2) years of a failure to file a Déclaration and, consequently, no longer be in a position to issue valid tax receipts.

**DOCUMENT 22.100** 

# COMMENTARY AND SPECIFICATIONS CONCERNING THE LAWS AND FORMS FROM THE MINISTRIES OF REVENUE



#### For further information, contact:

The Diocesan Treasurer's Office – Accounting: <u>comptabilite@dsj.org</u> The Diocesan Treasurer's Office – Aide aux fabriques: <u>fabriques@dsjl.org</u>

## COMMENTARY AND SPECIFICATIONS CONCERNING THE LAWS AND FORMS OF THE MINISTRIES OF REVENUE

#### 1. DEDUCTIONS AT SOURCE

Every Fabrique, as an employer, is required to deduct income tax and contributions to Unemployment Insurance and to the Quebec Pension Plan from the salaries, gratuities, vacation allowances and other taxable payments paid to its employees, in accordance with the terms and conditions prescribed by federal and provincial law.

Please refer to <u>Document 23.200</u> "Basic information about a payroll operation" in the Handbook.

#### 2. ANNUAL REGISTERED CHARITY INFORMATION RETURN

It is vital for the Fabrique to file its annual charitable declaration for each level of government.

- 2.1 When should the annual declaration be filed? Within the first six (6) months of the year, i.e., before June 30th following the tax year.
- 2.2 Is it necessary to request the forms? The Canada Revenue Agency (CRA) provides secure Internet access to the "Registered Charity Information Return" (Form T3010). The Ministère du Revenu du Québec also provides secure internet access to the "Registered Charity and Other Donees Information Return" (Form TP-985.22-V). In the case of a new Fabrique, an "Application for Registration of a Charity under the Income Tax Act" (Form T2050) must be filed federally.
- 2.3 What happens if you neglect to complete the annual returns? <u>This neglect has serious consequences</u> since it may lead to the cancellation of the charitable registration, thus preventing a charity from issuing valid tax receipts. In this case, a request may always be made to undergo re-registration by completing the appropriate form. However, although almost all requests of this kind are accepted, there is no guarantee that the charity will be reregistered. Bear in mind that a return is to be completed <u>for each level of government.</u>
- 2.4 What documents must be kept?

All documents are liable to be examined and subjected to an audit: copies of official receipts issued, statements of receipts and disbursements, financial statements, minutes of meetings, correspondence, ... In short, any document that provides details of the charity's activities and operations.

- 2.5 How do the Ministries of Revenue select organizations for auditing? In various ways:
  - At random,
  - By statistical sampling,
  - As a result of irregularities noted in the organization's information return,
  - In response to public complaints.

A charity that is to be subject to an audit is notified in advance and, once the audit is completed, the results are transmitted to the management of the organization.

2.6 What documents must accompany the return and its attachments? The financial statement as of December 31 from the annual report (except for the annexes), <u>including</u> the Mass Account and the *Caisse des œuvres*. The financial operations of a cemetery are for their part fully reported in the return.

#### 3. SCHEDULE FOR THE REMITTANCE OF FORMS

The following table lists the forms from the Ministries of Revenue and states the date they are to be filed by the Fabrique. By clicking on the link with the right mouse button, the external document may be displayed in a new tab, making it easier to consult the documents on the two tabs:

Federal	Provincial	Identification of form	Filing Date	
<u>TD1</u>		Personal Tax Credits Return	At the time an employee is hired, whether full time or part time, and when-	
	<u>TP-1015.3-V</u>	Source Deductions Return	ever there are changes in the information supplied	
PD7A		Statement of account for current source deductions	On or before the 15 <sup>th</sup> day of the current month	
	<u>TPZ-</u> 1015.R.14.2-V	Remittance of source deductions and employer contributions		
T4 T4 Summary		Statement of Remuneration Paid (slip) - Summary		
		Statement of Pension, Retirement, Annuity, and Other Income	At the latest, the last day of February of the following year	
	<u>RL 1</u> <u>RL1 Summary</u>	Employment and Other Income ( <i>Revenus d'emploi et revenus</i> <i>divers</i> ) – Summary of Source Deductions and Employer Contributions ( <i>Sommaire des</i> <i>retenues et des cotisations de</i> <i>l'employeur</i> )		
<u>T-3010</u>	TD 005 00 1/	Registered Charity Information Return	On or before June 30 of	
	<u>TP-985.22-V</u>	Information Return for Registered Charities and Other Donees	the following year	
<u>FP-2066-V</u>	I	GST/HST and QST Public Service Bodies' Rebate Application	Harmonized rebate application for both levels of government Semi-annually: 1 <sup>st</sup> request for the first 6 months of the fiscal year, 2 <sup>nd</sup> request for the last 6 months	



#### For further information, contact:

The Diocesan Treasurer's Office - Aide aux fabriques: <u>fabriques@dsjl.org</u>

# THE GST AND THE QST

The purpose of this document is to inform the Fabriques of the specific terms and conditions of application regarding the collection and rebate of the GST and QST.

It should be noted that Fabriques are not registered for the GST and QST.

#### 1. COLLECTION OF THE GST AND QST

Under the *Act*, businesses in general are required to collect GST and QST on the goods and services that they provide and to remit the taxes received to the governments. In some cases, a small business may be exempt from this obligation when it is regarded as a "small supplier" (total taxable supplies do not exceed \$30,000 in a calendar quarter).

However, Section 138.1 of an Act Respecting the Québec Sales Tax stipulates that "A supply made by a charity of any property or service is exempt, . . .", whether or not it is a small supplier, with some exceptions not applicable to a parish. Since they are registered as charities, <u>the Fabriques are therefore exempted from collecting any tax.</u>

The same applies to the sale of a building, where it is the buyer's responsibility to remit the taxes to the governments.

This exemption also applies to all services rendered in **cemeteries**, except for the sale of funeral monuments. More specifically, the sale of monuments is taxable <u>solely</u> if the monument is only placed on a concrete base. We should note that this item is not usually offered in the Fabriques of our diocese.

This exemption described in the provincial legislation (for the QST) is aligned with the federal legislation (for the GST). The Guide issued by Revenue Quebec "<u>The QST</u> and the GST/HST: How They Apply to Charities"<sup>1</sup> confirms this rule.

Consequently, the Fabriques do not have to be registered for the collection<sup>2</sup> of GST and QST.

<sup>&</sup>lt;sup>1</sup> The Harmonized Sales Tax (HST) applies only to five Canadian provinces outside of Quebec. Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on two tabs.

<sup>&</sup>lt;sup>2</sup> In the case where a Fabrique was already registered for the GST and QST, it can ask for this to be cancelled via the form "*Request for cancellation or variation of registration*" (LM-1.A-V).

#### 2. PAYMENT AND REIMBURSEMENT OF THE GST AND THE QST

Similar to any other organization or business, Fabriques are subject to paying taxes on the goods and services they consume.

Nevertheless, since they are registered as charities, the Fabriques are entitled to claim a rebate from the governments of 50 % of the taxes paid.

When a Fabrique submits an application, it must complete "*Application for GST/HST and QST Public Service Bodies' Rebate*" (<u>FP-2066-V</u>)<sup>3</sup>. This Form is harmonized for both levels of government.

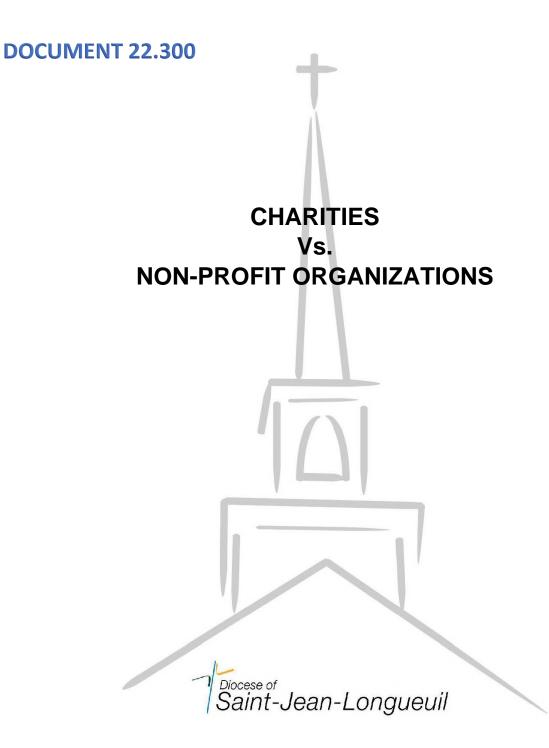
The period for claiming a rebate must be biennial, i.e., an initial claim is filed for the first six (6) months of the fiscal year and a second one for the last six (6) months. A Fabrique is allowed a maximum of four (4) years to claim a rebate.

The accounting entries to be entered are shown in <u>Document 31.500</u> of the Handbook for the Administration of Fabriques.

As mentioned previously, when selling a property, it is the buyer's responsibility to remit the taxes to the government.

The Ministère du Revenu du Québec (MRQ) is responsible for administering both the QST and the GST.

<sup>&</sup>lt;sup>3</sup> Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on two tabs.



#### For further information, contact:

The Diocesan Treasurer's Office - Aide aux fabriques: <u>fabriques@dsjl.org</u>



## What is the difference between a charity and a non-profit organization?

Registered charities and non-profit organizations (<u>NPOs</u>) both operate on a non-profit basis, however they are not the same. This page explains the differences between them.

## **Registered charities**

Registered charities are charitable organizations, public foundations, or private foundations that are created and resident in Canada. They must use their resources for charitable activities and have charitable purposes that fall into one or more of the following categories:

- the relief of poverty
- the advancement of education
- the advancement of religion
- other purposes that benefit the community

#### Examples of registered charities

Some examples of registered charities under each of the four categories:

- relief of poverty (food banks, soup kitchens, and low-cost housing units)
- advancement of education (colleges, universities, and research institutes)
- advancement of religion (places of worship and missionary organizations)
- purposes beneficial to the community (animal shelters, libraries, and volunteer fire departments)

#### Note

If you are operating as a charity and want to issue official donation receipts and not have topay income tax, you have to apply to be a **registered** charity. If you are not registered, youdo not qualify for these advantages.

#### Therefore, Fabriques are registered charities.

## Non-profit organizations

Non-profit organizations are associations, clubs, or societies that are not charities and are organized and operated exclusively for social welfare, civic improvement, pleasure, recreation, or any other purpose except profit.

#### Examples of non-profit organizations

Here are a few types of non-profit organizations and examples of each:

- social, recreational, or hobby groups (bridge clubs, curling clubs, and golf clubs)
- certain amateur sports organizations (hockey associations, baseball leagues, and soccer leagues)
- certain festival organizations (parades and seasonal celebrations)

#### Note

If you are operating as a charity, you **cannot** be considered a non-profit organization, even ifyou are not registered or cannot be registered as a charity. You can only meet one definition, not both.

The Canada Revenue Agency (CRA) Canada Revenue Agency tax services offices are responsible for deciding if an organization qualifies for tax-exempt status as a non-profit organization.

Difference between a Registered Charity and a Non-Profit Organization				
Торіс	Registered charity	NPO (Non-profit organization)		
Purposes	must be established and operate exclusively for charitable purposes	can operate for social welfare, civic improvement, pleasure, sport, recreation, or any other purpose except profit cannot operate exclusively for charitable purposes		
Registration	must apply to the CRA (Canada Revenue Agency)and be approved for registration as a charity	does not have to go through aregistration process for income tax purposes		
Charitable registration number	is issued a <u>charitable registration</u> <u>number</u> once approved by the CRA (Canada Revenue Agency)			
Tax receipts	can issue official donationreceipts for income tax purposes	cannot issue official donation receipts for income tax purposes		
Spending requirement (disbursement quota)	must spend a minimum amount on its own charitable activities or as gifts to q <u>ualified donees</u>			
Designation is designated by the CRA (Canada Revenue Agency) as a charitable organization, a public foundation, or a private foundation		does not receive a designation		
Returns	must file an annual information return (Form T3010) within six months ofits fiscal year-end	may have to file a T2 return (ifincorporated) or an information return (Form T1044) or both within six months of its fiscal year-end		
Personal ben- efits tomembers	cannot use its income topersonally benefit its members	cannot use its income topersonally benefit its members		
Tax exempt status	is exempt from paying income tax	is generally exempt from paying income tax may have to pay tax on property income or on capital gains		
GST/HST	generally must pay GST/HST on purchases may claim a partial rebate of GST/HST paid on eligible purchases most supplies made by charities are exempt calculates net tax using the <u>net tax</u> <u>calculation for charities</u>	must pay GST/HST on purchases may claim a partial rebate of GST/HST paid on eligible purchases only if it receives significant government funding few supplies made by NPOs are exempt calculates <u>net tax</u> the regular way		

Source<sup>1</sup> : Canada Revenue Agency

<sup>&</sup>lt;sup>1</sup> Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on two tabs.



# For further information, contact:

Human Resources Office: ressources.humaines@dsjl.org

# Québec 🔡

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This document has official status.

# L.R.Q., Chapter N-1.1

# ACT RESPECTING LABOUR STANDARDS

For the full text of the Act, click on the following link:

Act Respecting Labour Standards<sup>1</sup>



Commission des normes, de l'équité, de la santé et de la sécurité du travail



To obtain information available in English on Labour Standards, consult <u>CNESST Laws</u> and <u>Procedures</u>.

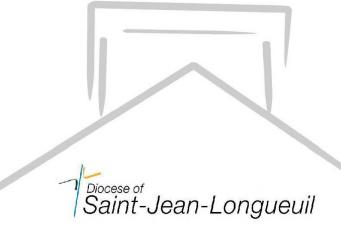
<sup>&</sup>lt;sup>1</sup> Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on two tabs.

# **DOCUMENT 23.200**

# BASIC INFORMATION ABOUT PAYROLL OPERATION

# **OBSERVATIONS CONCERNING:**

- 1. The laws and Regulations governing Staff Remuneration,
- 2. Source Deductions and Contributions to the Federal and Provincial Governments,
- 3. Employment Insurance Act and the Record of Employment.



#### For further information, contact:

The Human Resources Office: ressources.humaines@dsjl.org

## **BASIC INFORMATION ABOUT PAYROLL OPERATION**

#### 1 - REMUNERATION OF STAFF

- For <u>support staff</u>, it is recommended to prepare a job description and an employment contract. (See HAF [*Handbook for the Administration of Fabriques*] Documents <u>34.400</u> and <u>34.500</u>.)
- For <u>mandated lay staff</u>, it is mandatory to set up an employment contract. The conditions of employment are determined in Episcopal Regulation No. 7 (see HAF Document <u>41.200</u>).
- The <u>remuneration</u> of priests and religious is determined in Episcopal Regulation No. 5. (See HAF Document <u>41.100</u>.) An employment contract is not required.

Twice a year, the Diocesan Human Resources Office provides the Fabrique with an update of the remuneration tables for priests and religious containing the relevant information on source deductions and contributions to the persons in charge of the payroll operation.

- Every employee must receive a pay slip, enabling him/her to verify the calculation of his/her salary and employment benefits.
- According to Episcopal Regulation No. 7, lay staff are entitled to a group insurance plan and to a pension plan. When a Fabrique participates in both plans, it is obligated to offer them to the support staff.
- The Fabrique is obliged to issue to all persons that it has paid during a calendar year a T4 and an RL-1 prior to the last day of February of the following year. It also issues a T4A and an RL-1 to any persons that it has paid fees to. (See HAF Document <u>22.100</u>.)

#### 2 - BASIC INFORMATION ABOUT SOURCE DEDUCTIONS AND CONTRIBUTIONS

#### 2.1 Deductions

Not all categories of employees are governed by the same standards. Certain categories of staff, whether it be by age, civil status or otherwise, are granted special exemptions.

Consequently, the employer must withhold tax deductions for each employee in accordance with the exemptions set out on the federal TD1 and provincial TP-1015.3 [French] or TP-1015.3-V [English] forms completed by the employee (see HAF Document 22.100). The amount of the deduction should be determined by referring to the appropriate table for the pay period (12, 24, 26 or 52 periods).

For all relevant information on source deductions, contributions, employer's returns and the various "Employers' Guide", you may consult the following web sites<sup>1</sup>:

•Canada Revenue Agency: Employers' Guide - Payroll Deductions and Remittances

• Revenu Québec: Guide for Employers: Source Deductions and Contributions

<sup>&</sup>lt;sup>1</sup> Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on two tabs.

The amounts deducted from an employee's income must be remitted monthly to the governments concerned no later than the 15th day of the following month or as agreed. Forms are provided for this purpose.

#### 2.2 Revenu Québec

Quebec income tax- Employee	The salary paid is subject to tax deduction.
Quebec Pension Plan (QPP) - Employee and Employer	The salary paid is subject to contributions to the QPP; the employee and the employer pay an equal share.
Health Services Fund - Employer	The salary paid is subject to the contributions due to the Health Services Fund.
Contribution related to Labour Standards (CNESST)	The Fabrique is not subject to contributions due to labour standards from the <i>Commission des normes du travail</i> .
Workforce Skills Development and Recognition Fund	As of January 1 <sup>st</sup> , 2004, the minimum total amount of payroll requiring these contributions rose to \$2 000 000.
Québec Parental Insurance Plan (QPIP) – Employee and Employer	The salary paid is subject to contributions to the QPIP. Each one pays its share, employee / employer. The religious are not subject to this contribution.

#### 2.3 Canada Revenue Agency

Federal Income Tax - Employee		ee	The salary paid is subject to tax withholding.
Employment Insurance (EI)- Employee and Employer		(EI)-	The salary paid is subject to contributions due to EI; the employer pays 1.4 times the employee's rate.

#### 2.4 Commission santé et sécurité au travail (CNESST)

Every year the Fabrique receives several documents from the CNESST to determine its own rates, classification and contribution notices and the annual declaration of salaries.

#### 2.5 Group insurance plan and pension plan

Group Insurance - Employee and Employer	The Fabrique receives a bill from the Diocese of Saint- Jean-Longueuil; this plan is mandatory for all salaried employees meeting the standards. Employee and employer pay equal shares.	
Pension Plan	It must be offered to the staff. It is managed by Desjardins Financial Security for lay staff. The Fabrique must remit the contributions to the institution. Contributions 4% - Employee and Employer.	

For more detailed information on these two plans, please contact the Diocesan Human Resources' Office. (DRH).

#### 3 - INFORMATION ABOUT EMPLOYMENT INSURANCE

#### **3.1 Key Significance of the Record of Employment (ROE)**

The information entered on the ROE determines the entitlement to benefits, the rate and the duration of a benefit period.

It is obligatory to forward a copy of every ROE issued by the federal government to Bathurst, New Brunswick. It is also important to keep every ROE, whether filled in or not, in a safe place. In the event of missing or stolen forms, the local Service Canada office must be notified immediately and given the list of serial numbers in question.

#### 3.2 Insurable persons

All employees of a Fabrique are insurable except for those people that are paid fees to. Religious, having taken a vow of poverty and whose remuneration is paid directly to the community or to an intermediary, are not subject to employment insurance.

#### 3.3 Obligation

No matter what reason has motivated the departure of one of the salaried employees from the Fabrique, the Fabrique *must* give him or her a duly completed ROE (Record of Employment) at the time of his or her departure.

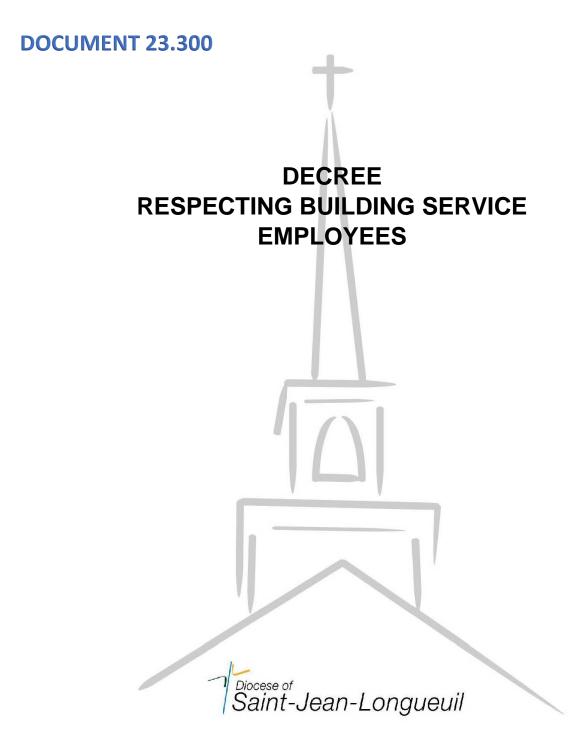
#### 3.4 Procedure for completing a Record of Employment

See the following website<sup>2</sup> for information on how to complete the ROE (<u>Record of</u> <u>Employment</u>) form.

#### 3.5 Particular situations

For pastoral and support staff resigning, retiring or on sick leave, please contact the Diocesan Human Resources' Office.

<sup>&</sup>lt;sup>2</sup> Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on two tabs.



#### For further information, contact: The Human Resources Office: <u>ressources.humaines@dsjl.org</u>

## DECREE RESPECTING BUILDING SERVICE EMPLOYEES

#### What is the Decree respecting Building Service Employees?

The Decree is a government decision binding an employer who performs maintenance<sup>1</sup> work for others in a public building and his or her employee, whether unionized or not. The Decree is available on the website of the Parity Committee responsible for its application: <u>cpeep</u> or by clicking this link

The Decree determines the minimum working conditions of a maintenance employee such as:

- Wages: The Hourly Rate and the Overtime Premium
- Vacations
- Legal Holidays
- Sick Days Off

#### **Does this Decree apply to Fabriques?**

No, the Decree pertains to cleaning service employers, i.e., businesses that supply cleaning services to customers, which is not the case for Fabriques. **Therefore, the Decree does not apply to Fabriques** 

As well, a Fabrique hiring a janitor who is a salaried employee or paid via a service contract is exempt from complying with the Decree as stated in section 2.03. However, the Decree can be used as a guide in establishing working conditions.

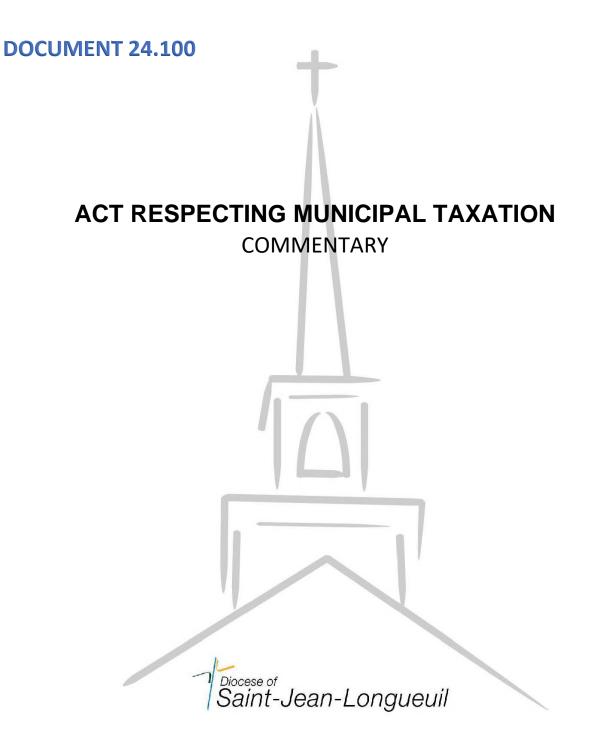
2.03. Exclusions: The Decree does not apply to:

2) a self-employed worker doing business alone who contracts directly with the owner, tenant or administrator of a public building and who carries out himself, or with his spouse, maintenance work in public buildings for his own benefit,

4) maintenance work performed by an employee of one of the following organizations, owner of a public building, for the tenants of that building in the rented premises and common areas for the tenants of that building: ...and a non-profit social and community organization.

If the Fabrique uses a business as a subcontractor to perform maintenance work on the premises it owns, the business must comply with the standards of the Decree. The subcontractor is obliged to grant its employees the working conditions set out in the *Decree* and to comply with the regulations of the Parity Committee.

<sup>&</sup>lt;sup>1</sup> The Decree defines maintenance work as any work connected with washing, cleaning and sweeping, or other work of the same type performed inside or outside a public building. For instance, the *Decree* applies to washing walls, windows and ceilings, removing waste, dusting, sweeping, mopping or a vacuuming and maintaining clean washrooms (Section 1.01 c, d, e, f).



#### For further information, contact:

The Diocesan Treasurer's Office - Aide aux fabriques: <u>fabriques@dsjl.org</u>

## COMMENTARY REGARDING AN ACT RESPECTING MUNICIPAL TAXATION

The <u>Act Respecting Municipal Taxation<sup>1</sup></u> grants all Quebec municipalities the power to tax immovables (land and buildings) within their territory. Thus, all land and buildings are subject to local taxation. There are, however, certain exceptions to this principle, particularly with respect to religious buildings. Sections 204–206 and 231.1 of the *Act* set out the special taxation regime for Fabriques and episcopal corporations.

#### 1. PROPERTY TAX EXEMPTION

Many people are asking the question: How can it be that religious organizations do not pay any municipal taxes?

The answer comes from the fact that the legislator recognizes the great involvement of religious organizations in the creation of many services offered to the community. Indeed, religious organizations are responsible for the establishment of hospitals, schools, mutual aid services, community organizations and the development of the social fabric, and they continue to contribute to the development of our society today.

Thus, under Paragraph 8 of Section 204, "an immovable included in a unit of assessment entered on the roll in the name of an episcopal corporation, a **Fabrique**, a religious institution or a Church constituted as a legal person, and principally used for the exercise of public worship, either as an episcopal palace or as a **presbytery**, **to the extent of only one for each church**, and its immediate dependencies used for the same purposes;"

This article only applies then if the building in question serves primarily either for public worship or as a presbytery. In the first case, the <u>main</u> use is relatively easy to demonstrate, but it is quite another matter for presbyteries. It is recognized by the courts that the term presbytery refers specifically to the idea of a "residence of the parish priest." Thus, a presbytery that is not really the residence of the parish priest, but is used for parish purposes, would be liable to a compensatory levy. However, most municipalities do not make this distinction. They regard a building that is used as an ancillary to a place of worship as a presbytery and grant it a full exemption.

<sup>&</sup>lt;sup>1</sup> Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on two tabs.

#### 2. PARTIAL TAX EXEMPTION FOR A MULTI-PURPOSE PRESBYTERY

As for presbyteries put to multiple uses (residence/offices and rented premises), the courts have shown consistency in the interpretation that they have followed. Thus, it was judged in the case of a building belonging to a constituted church, of which one identifiable part was used as a residence and another identifiable part was rented to a third party, that it was appropriate to apply Section 2 of the *Act* and to grant an exemption under article 204 paragraph 8 solely to the physically identifiable part of the building serving as a residence. The remainder of the building will be liable either to a tax or to some compensatory payment, depending upon the activities that take place there.

# 3. TAX EXEMPTION FOR A HOUSE SERVING AS THE PARISH PRIEST'S PRINCIPAL RESIDENCE

Finally, in relation again to presbyteries, the words of Section 231.1 of the *Act* must be kept in mind: "*The main residence belonging to a minister in charge of a place of public worship of a Church constituted as a legal person under the laws of Québec is a rectory*." Now, this article states that this residence, even if it does not belong to a constituted Church, is exempt from municipal or school property taxes. It follows from this that the parish priest of a parish living in a house that he owns would receive a complete exemption from taxes, since it is the place of his principal residence. If this option were exercised by the parish priest, the traditional presbytery associated with a place of worship could not benefit from the protection of Section 204 Paragraph 8. This building might be liable to a compensatory payment.

#### 4. TAX EXEMPTION FOR CEMETERIES

Section 204 Paragraph 9 stipulates that "an immovable used as a cemetery for human beings, unless it is operated for pecuniary gain", is exempt from municipal or school property taxes. It could not be clearer.

#### 5. TAX EXEMPTION FOR OTHER PROPERTIES OF THE FABRIQUE THAT COULD BE SUBJECT TO A COMPENSATORY PAYMENT BY MUNICIPAL REGULATION

Section 204 paragraph 12 says: "The following are exempt from all municipal or school property taxes: an immovable included in a unit of assessment entered on the roll in the name of a religious institution or **Fabrique** and used by it or gratuitously by another religious institution or Fabrique not to derive income but in the immediate pursuit of the religious or charitable objects for which it was established, and its immediate dependencies used for the same purposes."

However, as regards these other buildings, a municipal corporation by order of its council, may subject the proprietor of these buildings to a compensatory payment for municipal services; but the rate of compensation may not exceed that of the general property tax, nor \$1 per \$100 of the assessed property value. This payment will replace all other taxes or imposable compensations for the provision of municipal services, i.e., water, sewage, police, firefighting, recreation, cultural activities, roads, waste removal or disposal, lighting, snow removal and septic tank emptying services.

This power is based on Section 205 of the Act which states: "*Every local municipality may* [...], by by-law, impose the payment of compensation for municipal services on the owners of land situated in its territory and referred to in paragraph 12 of section 204." Section 205.1 establishes the method for calculating the amount of the compensation.

#### 6. IN SUMMARY

Only the buildings serving primarily for worship as well as <u>one presbytery per church</u> and the immediate outbuildings are exempt from both property tax and levies for municipal services.

As for other buildings belonging to a Fabrique and not operated for profit, they may be subject to a <u>compensatory payment</u> on account of the municipal services offered. According to Section 206, which states that "A local municipality and the owner of an *immovable referred to in any of paragraphs 4, 5, 10 to 12 and 19 of section 204 and situated in the territory of the local municipality may enter into an agreement by virtue of which the owner binds himself to pay a sum of money to the municipality as a consideration for the municipal services provided to his immovable"*, it is conceivable that Fabriques may be approached for this purpose.

N.B.: Thanks are extended to Me Michel Plante for his contribution to this research!



#### For further information, contact:

The Diocesan Treasurer's Office - Aide aux fabriques: <u>fabriques@dsjl.org</u>

# TOBACCO CONTROL ACT

#### EXCERPTS RELATED TO FABRIQUES

Clicking on the following link will allow redirection to the HAF "Reference Documents" Section. This will then enable access to a document that presents <u>excerpts</u> from the *Act* with the sections relevant to Fabriques highlighted.

Tobacco Control Act-Excerpts

Québec

This document has official status.

L.R.Q., Chapter L-6.2

# **TOBACCO CONTROL ACT**

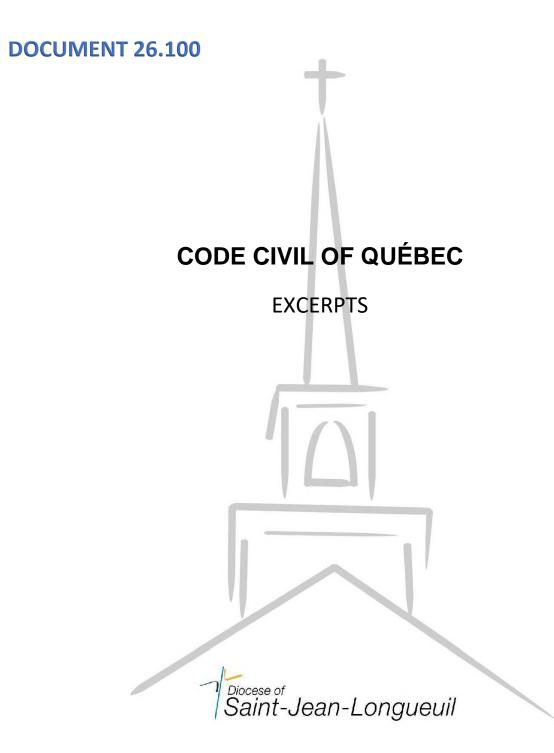


*This Act was formerly entitled: "Tobacco Act." The title of the Act was replaced by section 1 of chapter 28 of the statutes of 2015.* 

For the full text of the Act, click the following link:

Tobacco Control Act – Full Text<sup>1</sup>

<sup>&</sup>lt;sup>1</sup> Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on two tabs.



#### For further information, contact:

The Diocesan Treasurer's Office - Aide aux fabriques: fabriques@dsjl.org

#### INTRODUCTORY PROVISION

The Civil Code of Quebec, in harmony with the Charter of human rights and freedoms and the general principles of law, governs persons, relations between persons and property.

The Civil Code comprises a body of rules which, in all matters within the letter, spirit or object of its provisions, lays down the *jus commune*, expressly or by implication. In these matters, the Code is the foundation of all other laws, although other laws may complement the Code or make exceptions to it.

#### EXCERPTS

The following <u>excerpts</u> from the Quebec Civil Code are referenced in certain Documents of the *Handbook for the Administration of Fabriques* and of the *Manuel de gestion des cimetières* of the Diocese of Saint-Jean-Longueuil, the latter for the French-speaking parishes (click on the link for the full text: of the <u>Civil Code of Quebec</u><sup>1</sup>.)

# Québec 🔡

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Updated on November 30, 2024

#### CODE CIVIL OF QUEBEC, Chapter CCQ-1991 – EXCERPTS

#### RESPECT OF REPUTATION AND PRIVACY

- 35. Every person has a right to the respect of his reputation and privacy. The privacy of a person may not be invaded without the consent of the person or without the invasion being authorized by law.
- **36.** The following acts, in particular, may be considered as invasions of the privacy of a person:
  - (1) entering or taking anything in his dwelling;
  - (2) intentionally intercepting or using his private communications;
  - (3) appropriating or using his image or voice while he is in private premises;
  - (4) keeping his private life under observation by any means;
  - (5) using his name, image, likeness or voice for a purpose other than the legitimate information of the public;
  - (6) using his correspondence, manuscripts or other personal documents.
- **37.** Every person who establishes a file on another person shall have a serious and legitimate reason for doing so. He may gather only information which is relevant to the stated objective of the file, and may not, without the consent of the person concerned or authorization by law, communicate such information to third persons or use it for purposes that are inconsistent with the purposes for which the file was established. In addition, he may not, when establishing or using the file, otherwise invade the privacy or injure the reputation of the person concerned.

<sup>&</sup>lt;sup>1</sup> Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on two tabs.

- **38.** Except as otherwise provided by law, any person may, free of charge, examine and cause the rectification of a file kept on him by another person with a view to making a decision in his regard or to informing a third person; he may also cause a copy of it to be made for a reasonable cost. The information contained in the file shall be made accessible in an intelligible transcript.
- **39.** A person keeping a file on a person may not deny him access to the information contained therein unless he has a serious and legitimate reason for doing so or unless the information may seriously injure a third person.
- **40.** Every person may cause information which is contained in a file concerning him and which is inaccurate, incomplete or equivocal to be rectified; he may also cause obsolete information or information not justified by the purpose of the file to be deleted or deposit his written comments in the file.

Notice of the rectification is given without delay to every person having received the information in the preceding six months and, where applicable, to the person who provided that information. The same rule applies to an application for rectification, if it is contested.

**41.** Where the law does not provide the conditions for and manner of exercising the right of examination or rectification of a file, the court, upon application, determines them.

Similarly, if a difficulty arises in the exercise of those rights, the court settles it, upon application.

#### CAPACITY OF PERSONS

**153.** Full age or the age of majority is 18 years.

On attaining full age, a person ceases to be a minor and has the full exercise of all his civil rights.

- **175.** Full emancipation is obtained by marriage. It may also, on the application of the minor, be granted by the court for a serious reason; in that case, the person having parental authority, the tutor and any person having custody of the minor and, where applicable, the tutorship council shall be summoned to give their advice.
- **176.** Full emancipation enables a minor to exercise his civil rights as if he were of full age.

#### FUNCTIONAL STRUCTURE OF LEGAL PERSONS

**354**. Resolutions in writing signed by all the persons qualified to vote at a meeting are as valid as if passed at a meeting of the board of directors, at a general meeting or at a meeting of any other organ.

A copy of the resolutions is kept with the minutes of proceedings or the equivalent.

#### MARRIAGE AND SOLEMNIZATION OF MARRIAGE

**373.** Before solemnizing a marriage, the officiant ascertains the identity of the intended spouses, compliance with the conditions for the formation of the marriage and observance of formalities prescribed by law. More particularly, the officiant ascertains that the intended spouses are free from any previous bond of marriage or civil union, except in the case of a civil union between the same spouses, and, in the case of minors, that the court has authorized the solemnization of the marriage.

#### EMPHYTEUSIS (Applicable to a plot in a cemetery)

**1195.** Emphyteusis is the right which, for a certain time, grants a person the full benefit and use of an immovable owned by another provided he does not endanger its existence and undertakes to make constructions, works or plantations thereon that increase its value in a lasting manner.

Emphyteusis is established by contract or by will.

**1197.** The term of the emphyteusis shall be stipulated in the constituting act and shall be not less than 10 nor more than 100 years. If it is longer, it is reduced to 100 years.

#### INVESTMENTS PRESUMED SOUND (<u>Act Respecting Fabriques</u> art.18i)

**1339.** Investments in the following are presumed sound:

- (1) titles of ownership in an immovable;
- (2) bonds or other evidences of indebtedness issued or guaranteed by Québec, Canada or a province of Canada, the United States of America or any of its member states, the International Bank for Reconstruction and Development, a municipality or a school board in Canada, or a school service centre or a Fabrique in Québec;
- (3) bonds or other evidences of indebtedness issued by a legal person which operates a public service in Canada and which is entitled to impose a tariff for such service;
- (4) bonds or other evidences of indebtedness guaranteed by an undertaking towards a trustee by Québec, Canada or a province of Canada, to pay sufficient subsidies to meet the interest and the capital upon their respective maturities;
- (5) bonds or other evidences of indebtedness of a company in the following cases:
  - (a) they are secured by a hypothec ranking first on an immovable or on securities presumed to be sound investments;
  - (b) they are secured by a hypothec ranking first on equipment and the company has regularly serviced the interest on its borrowings during the last 10 financial years;
  - (c) they are issued by a company whose common or preferred shares are investments presumed sound;
- bonds or other evidences of indebtedness issued by a deposit institution authorized under the Deposit Institutions and Deposit Protection Act (<u>chapter I-13.2.2</u>);
- (7) claims secured by hypothec on immovables in Québec:
  - (a) if payment of the capital and interest is guaranteed or secured by Québec, Canada or a province of Canada;
  - (b) if the amount of the claim is not more than 80% of the value of the immovable property securing payment of the claim after deduction of the other claims secured by the same immovable and ranking equally with or before the claims;

- c) if the amount of the claim that exceeds 80% of the value of the immovable by which it is secured, after deduction of the other claims secured by the same immovable and ranking equally with or before the claim, is guaranteed or secured by Québec, Canada or a province of Canada, the Canada Mortgage and Housing Corporation, the Société d'habitation du Québec or a hypothecary insurance contract underwritten by an insurer authorized under the Insurers Act (chapter A-32.1);
- (8) fully paid preferred shares issued by a company whose common shares are investments presumed sound or which, during the last five financial years, has distributed the stipulated dividend on all its preferred shares;
- (9) common shares, issued by a company that for three years has been meeting the continuous disclosure requirements defined in the Securities Act (chapter V-1.1), where they are listed on a stock exchange recognized for that purpose by the Government on the recommendation of the Autorité des marchés financiers, and where the market capitalization of the company, not taking into account preferred shares or blocks of shares of 10% or more, is higher than the amount so fixed by the Government;
- (10) securities of an investment fund or of a private trust, provided that 60% of its portfolio consists of investments presumed sound and that the fund or trust has fulfilled in the last three years the continuous disclosure requirements specified in the Securities Act.

#### EFFECTS OF CONTRACTS

**1441.** Upon the death of one of the parties, the rights and obligations arising from a contract pass to his heirs, if the nature of the contract permits it.

CONDITIONS OF LIABILITY

**1458.** Every person has a duty to honour his contractual undertakings. Where he fails in this duty, he is liable for any bodily, moral or material injury he causes to the other contracting party and is bound to make reparation for the injury; neither he nor the other party may in such a case avoid the rules governing contractual liability by opting for rules that would be more favourable to them.

#### CONTRACT OF EMPLOYMENT

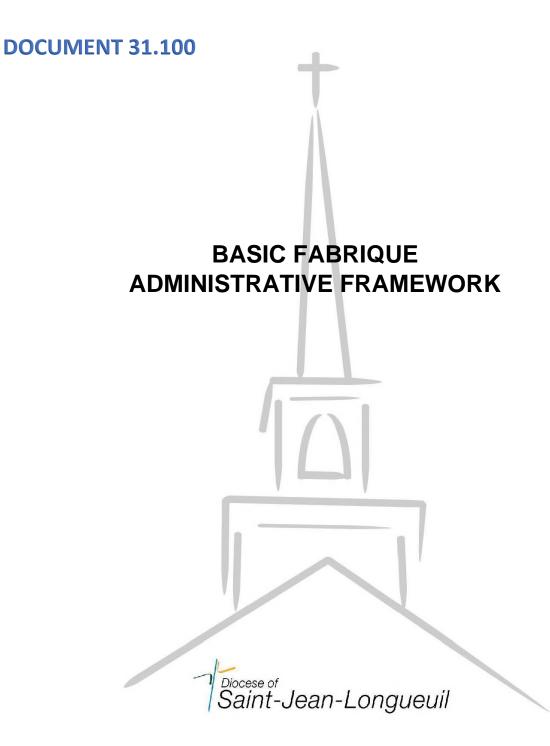
**2085.** A contract of employment is a contract by which a person, the employee, undertakes, for a limited time and for remuneration, to do work under the direction or control of another person, the employer.

#### CONTRACT OF ENTREPRISE OR FOR SERVICES

- **2098.** A contract of enterprise or for services is a contract by which a person, the contractor or the provider of services, as the case may be, undertakes to another person, the client, to carry out physical or intellectual work or to supply a service, for a price which the client binds himself to pay to him.
- **2099.** The contractor or the provider of services is free to choose the means of performing the contract and, with respect to such performance, no relationship of subordination exists between the contractor or the provider of services and the client.
- **2876.** That which is not an object of commerce, is non-transferable or is inappropriable, by reason of its nature or the purpose to which it has been appropriated, cannot be prescribed.



**Section 30** 



For further information, contact:

The Diocesan Treasurer's Office - Aide aux fabriques: <u>fabriques@dsjl.org</u> The Human Resources Office: <u>ressources.humaines@dsjl.org</u>

# **BASIC FABRIQUE ADMINISTRATIVE FRAMEWORK**

#### THE FABRIQUE, A TEAM IN SERVICE

A brief historical overview enables us to realize that a Fabrique has always been perceived as a religious corporation of service, charged with the care of the immovable and movable goods of the Roman Catholic Church. The first law written on the subject of parish rights dates back to 1909 with Chapter IX of the Revised Statutes of Quebec, which contained 190 sections. The lawyer J. François Pouliot, who made a detailed study of them, described a Fabrique in his text <u>Le Droit paroissial de la Province de Québec</u> (1919) in the following way: "*The Fabrique means two things: the body of administrators charged with regulation of the property and revenues of a church in conformity with the canonical rules; the property and the revenues of this church.*"

As for the current <u>Act respecting fabriques</u>, dating back to 1966, it states in Section 13 that "*a fabrique is an ecclesiastical corporation whose object is to acquire, possess, hold and administer property for the practice of the Roman Catholic religion…*"This idea is bolstered by Canon 537 of the Code of Canon Law, "*In each parish there is to be a finance council which is governed, in addition to universal law, by norms issued by the diocesan bishop and in which the Christian faithful, selected according to these same norms, are to assist the pastor in the administration of the goods of the parish, without prejudice to the prescript of can. 532."* 

Every Fabrique is composed of a chair, a pastor (the parish priest, priest moderator or priest administrator) and of six (6) churchwardens. They make the financial and administrative decisions that the mission of the Church and the evangelization project being implemented by the pastoral leaders in a parish, may be fulfilled. Thus, every Fabrique should never lose sight of the fact that it is first and foremost at the service of the proclamation of the Good News of Christ in the heart of the world.

However, it is not alone in contributing to the accomplishment of the project of evangelization in a set territory. Other bodies have been set up by the Bishop, especially, the pastoral team and the Pastoral Orientation Council in a parish, with which it must work closely in true partnership.

#### THE FABRIQUE, A TEAM FOCUSED UPON PARTNERSHIP

Partnership is not just a fashionable idea. Since the advent of the Second Vatican Council the Church has been striving to modify the way it exercises its leadership by appealing to the dynamic forces at its base. Philippe Baud wrote in his book <u>Une Église condamnée à renaître</u> (2001), "All Churches are finding it difficult to manage a completely new relationship with the world... they are gradually learning not only to regard the world with less contempt, but to participate, **collaborating jointly** with other institutions in its travail..." (p. 8).

Solidarity! This means that, on the one hand, parish leaders cannot implement the mission of evangelization without at least advising the parish administrators about the orientations adopted and of their associated needs. On the other hand, the members of the Fabriques cannot manage the material and financial assets of their community without considering the necessary resources to allow the accomplishment of pastoral projects and initiatives. A true partnership must exist between those working on pastoral activities and the members of a Fabrique. This implies mutual respect for each other's responsibilities and an open dialogue fostering a sharing of ideas, competencies and of tasks. In other words, consultation is the key element towards ensuring a true ecclesial service.

A synoptic table allowing a better perception of both the specific nature of each of the bodies found in the parishes and the alliances that are possible, even desirable is presented below. Each body is sharing the entirety of the ecclesiastical responsibilities.

#### ECCLESIASTICAL RESPONSIBILITIES

#### **ECCLESIA**

#### Parish Leadership:

The pastor and the Coordinator of Pastoral Activities or the Coordination Team are the "parish leadership" (or parish officials). They are called upon to develop, jointly, in co-responsibility and reciprocity while exercising the pastoral responsibilities with a spiritual maturity through being a "being" of communion, unity and of fraternity and in communion with the Bishop. They ensure pastoral leadership according to their respective mandates, see to the day-to-day business of the community and support the Fabrique in their administrative tasks.

The pastor is the proper pastor accountable to the bishop, canonically and pastorally, for the mission entrusted to the parish (Canon Law, Canons 515 and 519).

The coordinator of pastoral activities or the coordination team:

- Fosters harmonious relationships in the parish or pastoral unit,
- Exercises governance of pastoral staff in relation to the mission of the Church and guides them,
- Sees to the renewal of baptized volunteers,
- Sees to the facilitation of community life, to the planning and to the coordination of pastoral activities,
- Disseminates information.

#### **ADMINISTRATION**

#### **Chair of Fabrique Meetings:**

The Chair of the Fabrique Meetings is nominated by the Bishop at the request of the pastor desiring to share his pastoral responsibilities on the administrative side.

The fact that he or she is named by the Bishop gives that person the responsibility to:

- Be of service to the parish administration in accordance with civil and ecclesiastical laws,
- Establish harmonious relationships with churchwardens (or wardens), the pastoral team, support staff and parishioners,
- Work in close collaboration with the parish leadership and the persons named above.

This person named "Chair of the Fabrique Meetings" is neither the Chair of the Fabrique, Chair of the Parish, the supervisor of pastoral staff nor even of its employees nor the manager of the parish. He/she must be a person capable of building relationships, called to make the Fabrique open to more than itself.

If the Act Respecting Fabriques just specifies three functions (convening and chairing the Fabrique meetings and signing the meeting minutes), it is known that the responsibilities are much broader. It requires following up with the wardens, developing co-responsibility and collaboration, and maintaining ties with various partners.

#### Pastoral Team:

The Parish Team in a parish is composed of priests, pastoral agents and sometimes mandated lay volunteers who participate, each according to the ministry entrusted to him/her in the exercise of the pastoral charge in close collaboration with the parish leadership.

The mandate is granted to the persons exercising a function or role related to the officiating ministry entrusted to the pastor.

They have been called to:

- Be of service to the Church,
- Develop Christian spirituality,
- Be specific partners in mission in coresponsibility,
- Be in a special relationship with the baptized in general and those working as volunteers.

#### **Pastoral Councils:**

There exist various types of pastoral councils, including the Pastoral Orientation Council and the Pastoral Animation Committee, among others. Each has a different mandate, but all work for the parish mission in the Church of Saint-Jean-Longueuil. They are privileged partners as baptized persons working together in coresponsibility.

#### **Regional Councils:**

A regional council is set up to discuss and take ownership of the key issues in the life of the parish/pastoral unit and in the Diocesan orientations. A council is composed of the leaders of the parish/pastoral unit and the person delegated by the Bishop to chair it.

This council is therefore a privileged place for coresponsibility and dialogue with a view to the dynamic animation of parishes/pastoral units as well as better circulation of information with the offices of the Diocese.

#### The Fabrique Meetings:

A "Fabrique meeting" may be likened to a meeting of a "Diocesan council devoted to economic affairs" for the community. It is not a board of directors. Its functioning is governed by the *Act Respecting Fabriques* and Diocesan Legislation (including the Code of Canon Law). It confers upon the Fabrique a deliberative role in several areas, often requiring it to seek the approval of the Bishop and sometimes a Meeting of Parishioners to be able to act.

The Fabrique members meeting have a duty to:

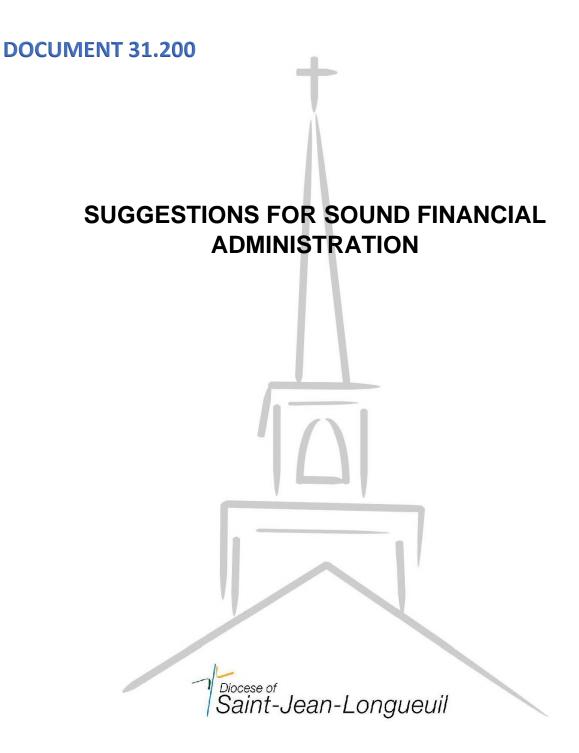
- Be familiar with the Diocesan orientations, priorities and pastoral needs of the community,
- Develop the financial and administrative orientations that will allow the fulfilment of the pastoral orientations and the mission of evangelization,
- Put in place the means for action and control to ensure that the administrative and financial orientations are achieved (social activities, fundraising campaign...).
- Ensure the management of the Fabrique's assets, both material (furniture, buildings) and financial (bookkeeping, budget estimates, financial statements).
- Ensure the management of the support staff in collaboration with the parish leadership.

When there is a pastoral unit, collaboration among the parishes is essential at various levels: distribution of expenses concerning salaries, pastoral activities common to the parishes, etc.

#### IN CONCLUSION:

The responsibilities are diverse but interrelated. You are, **jointly**, in co-responsibility for serving the mission of the Church of Saint-Jean-Longueuil and of your parish or pastoral unit. Each one has a determining role; respect for one's own duties is as essential as collaboration, dialoguing and the search for the best ways to ensure this mission of evangelization.

Diocesan Human Resources Office In collaboration with the Diocesan Treasurer's Office **Section 30** 



#### For further information, contact:

The Diocesan Treasurer's Office - Aide aux fabriques: fabriques@dsjl.org

# SUGGESTIONS FOR SOUND FINANCIAL ADMINISTRATION

#### INTRODUCTION

Realizing the difficult economic context and the decline in attendance at Sunday Mass, administering a Fabrique represents a challenge that demands more and more time and energy from all members of the Fabrique. Today, all who are involved in a parish, whether in pastoral work or in administration and finance, must work hand in hand.

Considering its specific mandate and the contacts it has with the Fabriques, the Diocesan Treasurer's Office - Aide aux fabriques (SAF) has formulated certain suggestions aimed at helping parishes that have difficulty "making ends meet." These suggestions are found in the following pages. Some of them have already been applied by the Fabriques, but it seems timely to make them more widely known.

#### 1. Administering a Fabrique according to its specific mandate means:

- Meeting once or twice a year with the pastoral leadership and team to share information and get better acquainted,
- Being concerned about the needs and expectations of those involved in pastoral care,
- Being familiar with the pastoral priorities, initiatives and projects,
- Providing the pastoral agents with the tools they need,
- Knowing about, and calling upon, the people and the Diocesan resources available to parishes and particularly to Fabriques.

#### 2. It also means:

- Reviewing annually the possibilities for increasing revenues and reducing expenses (See the Attachment).
- Preparing budgetary estimates based on an analysis of the previous year's results, considering the differences between estimates and reality, also considering new needs, etc.
- Implementing appropriate controls to ensure sound financial management.
- Taking stock at every meeting of the progress of the budget: revenues and expenses,
- Soliciting more than one quote for major work to achieve the lowest costs,
- Controlling cash; investing any surplus at the best interest rate (e.g., daily interest, term deposits),
- Maintaining an annual inventory of the material and financial assets of the Fabrique,
- Ensuring the upkeep of buildings to meet needs.
- Heeding the Ethical Rules for Fundraising (see HAF <u>Document 32.100</u>).

#### 3. Finally, it means:

- Dividing the responsibilities and duties fairly within the churchwarden team (see HAF <u>Document 31.300</u>),
- Assessing the year's work: participation and leadership at meetings, projects, financial objectives, etc. (See HAF <u>Document 33.600</u>),
- Being attentive to the mandated personnel and support staff: their remuneration, working conditions, equipment, etc.,
- Calling on volunteers for specific projects (e.g., special collections or the Annual Parish Dues Campaign or the Annual Parish Contribution [APC]),
- Sharing information with the parishioners on a regular basis (announcements at mass, parish bulletin, local newspaper).

#### ATTACHMENT

# Facing the challenge of parish funding, what options are available to the administrators?

**Note:** For all matters pertaining to the mission to spread the Gospel and to pastoral work, together with the pastoral leadership<sup>1</sup>, examine the "items" below. Where circumstances permit, volunteers should be sought for pastoral activities, secretarial work, etc.

#### **INCREASING REVENUES**

- 1 Share more information with parishioners about the budget, sources of financing, major renovation projects, etc.
- (2) Increase parish dues or the Annual Parish Contribution (see HAF <u>Document 32.200</u>), based on need and taking into account the neighbouring parishes.
- (3) Raise the fees for parish services such as for weddings, funerals, etc., considering the actual costs, charge for some services in consultation with neighbouring parishes and in accordance with Diocesan policies (see HAF <u>Document 42.400</u>).
- 4 Set up a team of volunteers for the annual fundraising campaign:
  - Recruit new canvassers and provide a minimum of training.
  - Assign a reasonable number of "doors" and personalise the donation request.
  - Follow up the first mail-out or written reminder with a telephone call.
- **(5)** Request the collaboration of Diocesan Offices [*Services diocésains*], in particular:
  - The Diocesan Treasurer's Office Soutien au financement [Funding Support] to take advantage of promotional material provided by the APD (Association paroisses-diocèse). (See HAF <u>Document 32.300</u>).
  - The CEFF (*Caisse d'entraide financière des fabriques*) to receive a donation or a grant. (See HAF <u>Document 32.500</u>).
- 6 Rent out premises; revise the rental fees. (See HAF <u>Document 36.200</u>).
- Organize special community activities, in consultation with the parish leadership<sup>2</sup>: fundraising dinners, concerts, lectures, dances, etc. Find sponsors for certain activities, initiatives or projects.
- 8 When faced with a major "material" project or initiative, make a specific appeal to the parishioners rather than dipping into the current operations budget.
- Make parishioners aware of pre-authorized debits (See HAF <u>Document 32.400</u>) and planned donating: interest-free loans from parishioners, life annuities; bequests in wills.

<sup>&</sup>lt;sup>1</sup> The parish leadership (or parish officials) consists of the pastor or the priest moderator and the coordinator (or the coordination team).

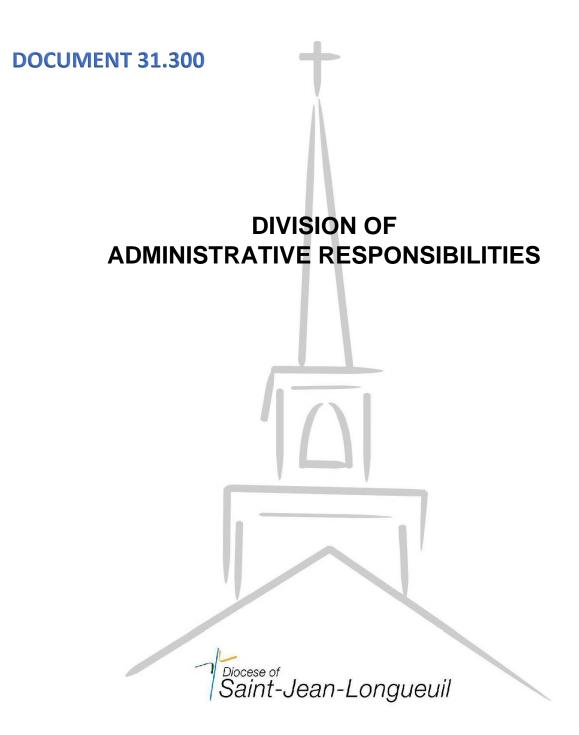
<sup>&</sup>lt;sup>2</sup> The parish leadership (or parish officials) consists of the pastor or the priest moderator and the coordinator (or the coordination team).

#### **REDUCTION IN EXPENSES**

- 1 Prioritize the services provided and eliminate those that are no longer justified and/or have lost their relevance.
- (2) Review the ratio of pastoral staff days to Catholic population (priest and lay) in consultation with the Diocesan Human Resources' Office and considering the actual financial means.
- 3 Call on volunteers to maintain the pastoral and support services, while respecting the commitments to "permanent personnel."
- (4) Sell inessential movable and immovable property, considering the needs of the pastoral personnel and support staff as well as the needs of the pastoral area or region. (See HAF Documents <u>43.300</u> and <u>43.400</u>).
- (5) Review and evaluate the appropriateness of all expenses in order to justify them; in some cases, consult with the parish leadership<sup>2</sup> (e.g., heating the church on weekdays).
- 6 Engage with neighbouring parishes to make "joint" purchases and to see the actual possibilities of pooling certain inter-parish services.
- Penefit from government grants and projects that are available (e.g., a program to preserve cultural heritage of a religious character: <u>Programme visant la protection</u>, <u>la transmission et la mise en valeur du patrimoine culturel à caractère religieux</u> [English page])<sup>3</sup>). If the situation arises, obtain the authorization of the Bishop via the <u>Diocesan Treasurer</u>.
- (8) Maintain buildings regularly; this avoids large expenses that must be made later, all at once and at greater cost. To this end, have a detailed Building Condition Survey [Carnet de santé] done for the buildings. (See HAF <u>Document 43.100</u>).
- (9) Carry out major renovations in phases, spread out over more than one year and, for each project, solicit more than one bid. (See HAF <u>Document 43.100</u>.) If necessary, borrow from parishioners (interest-free or at very low rates) or from the CEFF (*Caisse d'entraide financière des fabriques*). (See HAF <u>Document 32.500</u>).

<sup>&</sup>lt;sup>3</sup> Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on two tabs.

**Section 30** 



#### For further information, contact:

The Diocesan Treasurer's Office - Aide aux fabriques: fabriques@dsjl.org

# DIVISION OF ADMINISTRATIVE RESPONSIBILITIES

We believe in the importance of dividing up the responsibilities within a Fabrique. In fact, it is **strongly recommended** that each member be made responsible for a different area of the operation and that the corresponding documents of the *Handbook for the Administration of Fabriques* be assigned to him/her. We have therefore thought it appropriate to present a summary table of how this division of responsibilities might occur.

However, this presentation would be incomplete if it did not consider another aspect. Since the reform of Vatican II and the shift of our Diocesan Church to a more missionoriented Christian community, ensuring **co-responsibility** prevails is essential among pastors, pastoral agents, parish administrators, support staff and volunteers.

In almost all the Fabriques of the Diocese, the Bishop has nominated a **lay chair for the Fabrique meetings**, a task which in the past was *de facto* assumed by the pastor. This has allowed the priest to free himself from strictly administrative tasks. However, it remains up to the pastor to foster dialogue between the churchwardens (or wardens) and the other Christians involved in the Christian parish community, as well as with the Diocesan Officers.

In this regard, we invite you to consult <u>Document 37.100</u> "*The Pastoral Team and the Duties of its Members*" for all references to the pastor's responsibilities and the parish activity coordinators' as well as the relationship that the pastoral team must forge with the Fabrique meeting members, particularly its chair. Excerpts will be presented later in this document.

In this division of responsibilities, it is also required that a **Fabrique Secretary** and a **Meeting Secretary** be named by resolution. In this regard, it is important to distinguish among the three variants of the "secretary" position:

- <u>Fabrique Secretary</u>: the person, a Fabrique member, who ensures the compliance by the Fabrique with the provisions of an *Act Respecting Fabriques*, ensures compliance with the Fabrique Bylaws and certifies the official <u>extracts</u> of a Fabrique Meeting Minutes. At the request of the Chairperson of the Fabrique Meeting, this individual may also issue the Notice of Convocation to a Fabrique meeting.
- <u>Meeting Secretary</u>: the individual designated by the Fabrique Meeting to take the minutes and sign them together with the Chairperson of the Fabrique Meeting. This individual may be one of the Fabrique members other than the Chairperson of the Fabrique Meeting or a non-member, (who, in that case, does not have a right to vote). In case of that individual's absence, the meeting must designate a secretary for that meeting.
- <u>Parish Secretary</u>: the individual hired by the Fabrique to perform administrative tasks in the parish office.

It would be advisable for a Fabrique member to act as **Vice-Chair** to avoid having to postpone a meeting in the Chairperson of the Fabrique Meeting absence. This individual is appointed by the Bishop from among the members; it could therefore be one of the wardens or the pastor, should he not already be the Chairperson of the Fabrique Meeting. This individual acts only in the Chairperson of the Fabrique Meeting absence or refusal to act. His/her appointment ends when he/she ceases to be a warden, or the Bishop revokes it. By resolution, the Fabrique requests the Bishop to name a Vice-Chair. Remember that if no Vice-Chair has been named, only the Bishop may name a chair to preside over a specific meeting; in that case, the pastor may not replace the chair.

It is important to specify that to act on behalf of the Fabrique, an individual must always **be mandated** by resolution of a Fabrique meeting. Otherwise, this individual is acting only in his or her personal behalf. This requirement applies as well to all members of the Fabrique, including the Chairperson of the Fabrique Meeting and the pastor.

Annually, at the beginning of a year, the Fabrique must mandate, or renew the mandates of, certain individuals who are called upon to represent the Fabrique in various transactions or responsibilities during the year. These are called **general mandates**. Refer to Fabrique Bylaw No. 1, Article 6.2 (see the HAF "<u>Reference Documents</u>" section). HAF <u>Document 33.400</u> presents a model resolution to that end.

#### POSSIBLE DIVISION OF RESPONSIBILITIES WITHIN A FABRIQUE

Prir	cipal Duties	F	Reference to the HAF Documents (Numerical Order)
		No.	Title
Resp	onsibilities of the Chairperson of the Fabrique Me		
	Acts as the Bishop's representative.	11	An Act respecting fabriques and Commentary
	Plans, convenes and chairs Fabrique meetings.	26.100	Civil Code of Quebec
	Follows up on meeting decisions.	31.100	Basic Fabrique Administrative Framework
	Ensures and enforces compliance with guidelines,	<u>31.200</u>	Suggestions for Sound Financial Administration
	legislation and Episcopal Regulations	<u>31.300</u>	Sharing Administrative Tasks
	Convenes and chairs meetings of parishioners.	<u>31.400</u>	Fabrique Bylaws for its Internal Management
	Ensures preparation and presentation of financial statements and budgets to parishioners	<u>32.100</u>	Ethics Rules – Fundraising – Tax Receipts – Gambling
	Fosters the Fabrique meetings' awareness of mandated	32.300	Association paroisse-diocèse APD
	personnel and support staff.	33.100	Chairing the Fabrique Meetings
	Raise mandated personnel's awareness of the Fabrique's concerns, projects and challenges	33.200	Churchwardens-Roles and Responsibilities
•	Acts as Fabrique representative at Regional and Diocesan meetings.	<u>33.400</u>	Fabrique Meeting Models and Guidelines For Minutes and Various Resolutions
	Keeps the Fabrique informed of the main	<u>33.500</u>	Template and Guidelines for the Minutes of a Meeting of Parishioners
	Diocesan guidelines and priorities.	<u>33.600</u>	Model Assessment Grid for Fabrique Members
	Ensures election of churchwardens.	<u>34.200</u>	Fabrique Manager
		<u>36.200</u>	Rental of Buildings
		<u>37.100</u>	The Pastoral Team and the Functions of its Members
		<u>42.100</u> 51.200	Cathedraticum
	and thilling at the Ephrique Secretary	<u>51.200</u>	Principes directeurs d'un cimetière (in French)
	onsibilities of the Fabrique Secretary Convenes as needed the Fabrique meetings.	11	An Act respecting fabriques and Commentany on the
		<u>11</u>	An Act respecting fabriques and Commentary on the Act Booklet
	Ensures compliance with the <i>Act respecting fabriques</i> and the associated Commentary et du Commentaire de la Loi	<u>12</u> 31.400	Code of Canon Law Fabrique By-Laws for its Internal Management
	Signs the Fabrique By-Laws and ensures their	31.600	Document Retention
	implementation.	33.100	Chairing the Fabrique Meetings
	Employs the HAF at Fabrique meetings and advises of	33.300	Oath of Office for New Churchwardens
	updates.	33.400	Fabrique Meeting Templates Minutes
	Acts as meeting secretary (unless another person has been names),	<u>33.500</u>	Template and Guidelines for the Minutes of a Meeting of Parishioners
	Signs the official extracts of Resolutions.	<u>37.200</u>	Consultation of Parish Registers
Resp	onsibilities of the Financial and Accounting Mana		
	Ensures application of internal controls for transactions,	<u>21.100</u>	
	cheque issuance and accounting. Ensures preparation of budget estimates.	<u>22.100</u> 22.200	Laws and Forms From the Ministries of Revenue The GST and the QST-Collection and Rebates
	Ensures proceeds from collections and and other revenue	23.200	Basic Information About Payroll Operation
	are deposited without delay.	24.100	Act Respecting Municipal Taxation-Commentary
	Countersigns cheques.	31.500	General Bookkeeping Principles
	Checks bookkeeping monthly, petty cash, transactions and	31.600	Document Retention
	bank statements.	31.700	Fabrique Monthly Report Form
	Submits a monthly statement of receipts and disbursements compared to budget estimates.	<u>32.100</u>	Ethics Rules – Fundraising – Tax Receipts – Gambling
	Ensures government reports are sent on time.	<u>32.500</u>	Caisse d'entraide financière des fabriques (CEFF)
	Identifies investment opportunities and borrowing needs.	<u>37.300</u>	Reimbursement of Meals
		<u>42.100</u>	Cathedraticum
	Ensures preparation of Annual Report.	<u>42.200</u>	Special Collections
	Monitors the issuing of tax receipts.	<u>42.300</u>	Mass Offerings
		<u>42.400</u>	Fees for Pastoral Services
		42.500	Funding for the Catechesis and Catechumenate Initiative
		<u>51.500</u>	Termes comptables – cimetière (in French)

	Densibilities of the Promotion of Revenue	31.200	Suggestions for Sound Financial Administration
	Plans and organizes the annual financing campaign while taking into asccount the APD.	32.100	Ethics Rules – Fundraising – Gambling
	Ensures adequate levying of collections and parish dues.	<u>32.200</u> <u>32.300</u>	Annual Financing Campaign Association paroisse-diocèse APD
	Envisages using the APC.	32.400	Pre-Authorized Debits
	Implements various means of collecting revenues (PayPal, pre-authorized debits, etc.)	<u>32.500</u> 36.200	Caisse d'entraide financière des fabriques (CEFF) Rental of Buildings
	Periodically ensures the increase in fees for Pastoral services.	42.400	Fees for Pastoral Services
	Is concerned with finding tenants/lessees.	<u>42.500</u>	Funding for the Catechesis and Catechumenate Initiative
	Reviews other funding sources.		
	(e.g., organizes activities, pastor's supper, etc.)		
	Works on increasing the base of donors.		
esp	onsibilities of the Buildings - Furniture and Renta	ls	
	Arranges preparation of a Building Condition Survey	<u>24.100</u>	Act Respecting Municipal Taxation-Commentary
	[Carnet de santé] at latest every 10 yrs.	<u>25.100</u>	Tobacco Control Act-Excerpts
	Follows up on the Building Condition Report.	<u>36.100</u>	Layout of a Gathering Place
	Makes periodic inspections of equipment (e.g., furnace, fire extinguishers)	<u>36.200</u> 36.300	Location des immeubles Single-Use Premises Rental Contract
	Ensures upkeep of buildings and furnishings.	36.400	Single-Use Church Rental Contract
	Prepares inventory of Fabrique property.	<u>36.500</u>	Occasional-Use Lease Agreement
	Obtains multiple bids and negotiates the best possible purchasing terms with suppliers.	<u>36.600</u>	Premises Lease Agreement-Continual Use for 12 Months or Less
	Consults the <i>Comité d'art sacré</i> for any alterations to the place of worship.	<u>36.700</u>	Premises Lease Agreement-Continual Use for Over 12 Months
	Arranges adequate insurance coverage.	36.800	Renewal of a Premises Lease Agreement
	Signs leases using the Diocesan standard leases and contracts.	<u>36.900</u>	Insurance
	Works to ensure the maintenance and renewal of office and communications equipment.	<u>43.100</u>	Buildings-Repairs, Maintenance, Purchases- Major Renovations, Construction-Layout and Decoration
		<u>43.200</u>	Historical or Artistic Property
		<u>43.300</u>	Sale of Immovables-Land and Buildings
		<u>43.400</u>	Disposition of Ecclesiastical Cultural Property
esp	onsibilities of the Human Resource Management	۰ ۱	
	Cooperates with the pastoral coordinator.	<u>23.100</u>	Act Respecting Labour Standards
	Ensures the personnel have good working conditions.	<u>23.200</u>	Basic Information About Payroll Operation
	Cooperates in defining the support staff job descriptions.	<u>23.300</u> <u>34.100</u>	Decree Respecting Building Service Employees Human Resources Management Guide
	Cooperates in selecting and evaluating support staff.	<u>34.300</u>	Self-Employed vs Employed Status
	Ensures the Fabrique provides sufficient funds for	34.400	Model Job Descriptions
	personnel training and formation.	<u>34.500</u>	Model Employment Contract for Support Staff
	Establishes and maintains open lines of communication among the personnel.	<u>34.600</u> <u>34.700</u>	Anti-Harassment, Violence, Discrimination Policy Protection of Minors and Vulnerable Adults
	Ensures employment contracts between the Fabrique and the personnel exist.	<u>35.100</u>	Training -Financing-Compensation of Resource Persons
		<u>41.100</u>	Remuneration of Priests
		<u>41.200</u>	Employment Conditions for Mandated Lay Personn
		<u>41.300</u>	Visiting Priest Compensation and Working Condition
		<u>41.400</u>	Supplementary Pension Plan for Priests
		<u>41.500</u>	Caisse de compensation
		<u>41.600</u>	Continuous Formation of Mandated Pastoral Personne
		1	

Resp	onsibilities of the Communications and Externel F	Relation	iship
	Works to develop and maintain the parish website and links in social media.		
	Acts as intermediary with local and Diocesan institutions (e.g., municipal).		
	Regularly disseminates adequate information to parishioners.		
	Supports fundraising efforts.		
	Maintains close collaboration with the Pastoral Orientation Council.		
Resp	onsibilities of the Fabrique Meeting Vice-Chair		
	Is nominated by the Bishop from among the Fabrique members.	<u>31.400</u>	Fabrique Bylaws for its Internal Management
	Only acts in the absence or the refusal of the Chairperson of the Fabrique Meeting to convene a meeting.	<u>33.400</u>	Fabrique Meeting Templates Minutes
•	In that situation, calls and chairs the meeting.	<u>33.500</u>	Template and Guidelines for the Minutes of a Meeting of Parishioners
Resp	onsibilities of the Fabrique Manager		
	Acts on Fabrique decisions.	34.200	Fabrique Manager
	Supervises performance of work.		Other documents depending on the assigned duties
	Ensures smooth running of parish office.		
	Provides details for budget estimates, financial statements, etc.		
	Fulfils any other task given by the Fabrique		

#### PARISH LEADERS (PARISH OFFICIALS) MANDATES AND DESCRIPTIONS OF THEIR DUTIES RELATED TO FABRIQUE(S)

Excerpt from **Document 37.100** "The Pastoral Team and the Duties of Its Members"

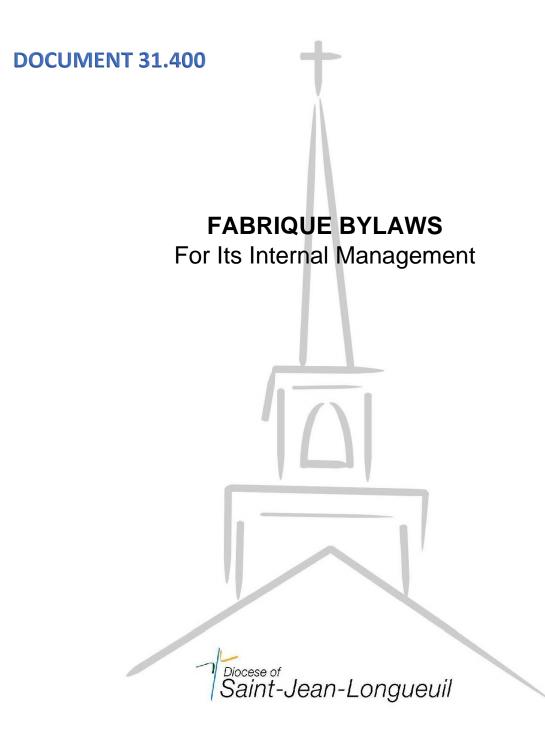
THE PARISH P	RIEST
Mandate	The parish priest, administrator or priest moderator has the mandate to guide the pastoral care of one or more parishes, generally with the collaboration of a person coordinating parish activities, both working towards the fulfilment of the mission.
	He undertakes his mandate in communion with the Bishop and in connection with the Diocesan Officers. He encourages consultation and the assumption of responsibilities with those involved in the parish. He gives special support to the coordinator of parish activities, whose mandate he recognizes as important and to whom he accords constant collaboration in the exercise of his responsibilities.
	Called to exercise this office with the collaboration of other persons mandated by the Bishop, this priest, by virtue of his priestly ordination, has responsibilities which fall to him in a particular way (cf. Can. 530), namely, to preside over the Ministry of the Word, the celebration of the sacraments, communion and the mission of the community.
Duties in Connection with the Fabrique(s) <sup>1</sup>	<ul> <li>By virtue of his mandate, the pastor or administrator performs a certain number of duties, particularly the following:</li> <li>As a Fabrique member, collaborates closely with the person assuming the post of Chairperson of the Fabrique Meeting,</li> <li>Strives to ensure that either he or someone delegated by him provide a pastoral presence at Fabrique meetings,</li> <li>Supports Fabrique efforts and initiatives in fulfilling its duties, in connection with the mission being pursued,</li> <li>Encourages the possibilities of Fabrique collaboration and dialoguing with other bodies,</li> <li>Keeps the Fabrique informed of the Diocesan Church's principal orientations and priorities; reminds the meeting of Diocesan legislation and ethics rules.</li> </ul>

<sup>&</sup>lt;sup>1</sup> If the parish priest, moderator or administrator has to collaborate with more than one Fabrique having a lay person as Chairperson of the Fabrique Meeting, it may happen that he or another person would have to bring these chairs together.

THE COORDIN	ATOR OF PARISH ACTIVITIES
Mandate	<ul> <li>The coordinator's mandate is to ensure the harmonious functioning of the activities of the parish or parishes under his/her responsibility, as well as the animation of the community's missionary project in communion with the parish priest, priest moderator or parish administrator.</li> <li>The performance of this mandate calls for, <i>inter alia</i>: <ul> <li>Teamwork,</li> <li>A distribution of tasks according to the charismas and the ministries of the personnel in place,</li> <li>The recognition of the mandate granted to the parish priest and his/her support of him,</li> <li>A choice of priorities and an action plan geared to the missionary project.</li> </ul> </li> <li>The coordinator's mandate is renewable according to the norms established by the policy concerning nominations.</li> <li>The person exercising this ministry is accountable to the Bishop through his/her mandate or to someone designated by the Bishop.</li> </ul>
Duties in Connection with the Fabrique(s)	<ul> <li>Under his/her mandate, the coordinator performs a certain number of duties, in particular the following:</li> <li>Fosters with the collaboration of the parish priest, priest moderator or parish administrator bonds of understanding, collaboration and fraternity among Fabrique members and Pastoral Team members and the pastoral council,</li> <li>Ensures through dialoguing with the parish priest, priest moderator or parish administrator a pastoral presence at Fabrique meetings,<sup>2</sup></li> <li>Consults with the Chairperson of the Fabrique Meeting on support staff management,</li> <li>Consults with the Chairperson of the Fabrique Meeting on support staff job descriptions.</li> </ul>

<sup>&</sup>lt;sup>2</sup> This presence at Fabrique Meetings does not grant any right to vote.

Section 30



#### For further information, contact:

The Diocesan Treasurer's Office - Aide aux fabriques: fabriques@dsjl.org

# **FABRIQUE BYLAWS** For its Internal Management

#### **KEY DOCUMENTS**

To assist Fabriques with their administration, an *Act respecting fabriques*, in Section 19, allows them to adopt various bylaws aimed at providing the details of their operations while considering their specific circumstances.

In fact, under the *Act respecting fabriques*, the Fabrique is recognized as a legal person with a mandate to *administer property for the purposes of the practice of the Roman Catholic religion*. Although the *Act* grants powers and capacities to a Fabrique to achieve this objective, it is often sparse on details as to the exercise and implementation of these responsibilities. For this reason, the legislator has provided, in Section 19 of the *Act*, the means to define the functioning of the Fabrique in certain aspects of its activities: this is what is known as "the power to make bylaws".

These bylaws aim to oversee the operation of the Fabrique, to specify the responsibilities of its members and, finally, to set up specific procedures when decisions are made, and official actions are taken. It is therefore <u>key</u> that all the Fabriques take on this power to make bylaws and exercise it in the context of their activities.

With respect to this situation, the Fabriques of the Diocese are called upon to use the following model bylaws. The aim is, on the one hand, to harmonize the bylaws across the Fabriques and, on the other hand, to adhere to the legislative framework imposed by the *Act.* Changes in the wording of these bylaws require the prior approval of the Bishop. The bylaws can be found in the "<u>Reference Documents</u>" section of the HAF by using the EXCEL "Fabrique Bylaws" file and selecting the desired tab.

The following are five (5) bylaws that provide better operation:

- **No. 1:** Bylaw concerning internal governance,
- **No. 2:** Bylaw concerning banking instruments and investments,
- No. 3: Bylaw on the Election of Churchwardens (or Wardens),
- No. 4: Bylaw concerning the Public Consultation of Parishioners,
- **No. 5:** Bylaw on the Protection of Directors and Officers.

Although the five above-mentioned bylaws can meet most internal administrative situations, it may occur to the Fabrique to add additional bylaws. Those new bylaws must first be approved by the Bishop via the Diocesan Treasurer. Their numbering will follow in ascending order.

Note: Bylaw **No. 8** has been reserved for the regulation of a cemetery: see the *Manuel de gestion des cimetières (in French)*.

	11	IE FABRIQUE OF THE PARISH OF			
		EXAMPLE			
Head Off	ice:				
	I by an Act respecting fabriq	Diocese of Saint-Jean-Longueuil, a legal person lawfully constituted and gues (LRQ Chapter F-1), adopts this Bylaw pursuant to the provisions of			
		FABRIQUE BYLAW No. 1			
	Byla	w Respecting the Internal Governance,			
	-	Nomination and Duties of the Directors			
	an	d the Administration of the Fabrique			
1. PRE	AMBLE				
	Reference				
		d to as "Fabrique Bylaw No. 1."			
	_				
1.2	Purpose This Bylaw is adopted purs	want to Section 19 of an Act respecting fabriques. Its numose is to govern			
	This Bylaw is adopted pursuant to Section 19 of an Act respecting fabriques. Its purpose is to govern the internal operation of the Fabrique, the nomination and duties of the directors of the Fabrique as				
	well as its general administration. It is intended to clarify and complete the provisions of the Act.				
1.3	Definitions In this Bylaw, the following terms are interpreted in accordance with the meanings shown below:				
	Act	means the Act respecting fabriques (LRQ chapter F-1).			
	Fabrique Meeting	means any Meeting held in accordance with the provisions of Section 43 et seq. of the <i>Act</i> .			
	Meeting of Parishioners	means any Meeting held in accordance with Section 49 et seq. of the Act.			
	Bishop	means the Bishop of the Diocese of Saint-Jean-Longueuil.			
	Fabrique	means the Fabrique of the above-mentioned Parish, a lawfully constituted legal person.			
	Member	means any person holding either the Office of Chair of the Fabrique Meeting, the Pastor of the Parish (otherwise, Priest-Moderator or Ministering Cleric in accordance with the Code of Canon Law) or churchwarden.			
	Warden	means churchwarden.			
	Parish	means the canonically erected territory.			
	Parishioner	means any person of full age of the Roman Catholic religion, residing in the territory of the Parish or otherwise defined by the decree of canonical erection of said Parish.			

**Section 30** 

# **DOCUMENT 31.500** GENERAL PRINCIPLES AND DEFINITIONS **OF BOOKKEEPING TERMS** Diocese of Saint-Jean-Longueuil

#### For further information, contact:

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### GENERAL PRINCIPLES AND DEFINITION OF BOOKKEEPING TERMS

# **1. GENERAL PRINCIPLES**

**Note:** HAF = Handbook for the Administration of Fabriques

#### 1.1 BOOKKEEPING PRINCIPLES

To simplify bookkeeping entries and foster uniformity, all Parish Fabriques in the Diocese of Saint-Jean-Longueuil, irrespective of whether they have computerized their bookkeeping or not, **must use the cash basis of bookkeeping** (receipts and disbursements) for each of the three funds (parish, *cimetière*, *services futurs*) and for the various accounts or *caisses* used (Mass Account and *Caisse des œuvres*). **Bookkeeping on an accrual basis is therefore not authorized**.

Consequently, the bookkeeping of a Fabrique is, in particular, deprived of recording accounts receivable and accounts payable as well as depreciation<sup>1</sup>. However, this makes it important to add **notes** to the financial statements to explain certain receipts or disbursements which might misleadingly affect current operations, for example, receiving a bequest in a will.

As well, it is important to differentiate non-recurring transactions that may have had an exceptional impact on revenues and expenses. Hence, a Fabrique may show a significant surplus at year-end due to a one-time fundraising campaign for renovations and then, at the following year-end, a significant deficit, after the work was done. Explanatory notes and the differentiation of non-recurring transactions allow **the real picture of current operations to be presented**.

In addition to this basic rule, bookkeeping entries must be made in full for an account, i.e., **never net out disbursements from receipts or vice versa**, for a given account. Corrections between accounts are however possible (e.g., transfer of an amount from a revenue account to another revenue account following an error with the initial identification).

Suggestion: Should an account payable at year-end be due at the beginning of January, the Fabrique can issue the cheque on December 31st, record the expense in the year that is ending, and send the cheque only when it is due. This transaction will affect the cash on hand (outstanding cheques) and allow the Fabrique to have a more accurate picture of its current operations.

#### 1.2 ACCOUNT CATEGORIES

This identification of RECEIPTS and DISBURSEMENTS is the one generally found in the normal administration of a Fabrique. To ensure the uniformity as well as the feasibility of the annual reconciliation of the financial statements of the Fabriques, **the numbered accounts** mentioned in this definition of bookkeeping terms **must be used**. It is therefore forbidden to create new numbered accounts or to modify existing ones.

If a Fabrique should find it important to record certain amounts separately <u>within</u> <u>an account</u>, it may do so by setting up **subaccounts** under this account, while keeping the account number as a prefix. For example, under the Account 305 "Social Activities", a Fabrique might set up the following subaccounts: 305-1: "Spaghetti Supper", 305-2: "Barbecue", 305-3: "Bazaar", etc. At year-end in its Annual Report, a Fabrique would be presenting the total for the subaccounts in the corresponding account.

All bookkeeping deals with **gross amounts**. It is therefore essential to record all receipts and disbursements. However, certain revenues should be divided between **Receipts Non-Exempt from Cathedraticum<sup>2</sup> and Receipts Exempt from Cathedraticum**. For example, this is the case for the following Receipts: Collections (Account 301) and Special Collections (Account 357), Social Activities and Organizations (Account 305) and Expense Reimbursements (Account 354). Note that the Cathedraticum is only applied to the Parish Fund.

Each account bears an identification number depending on its nature:

- Assets identification series **100**
- Liabilities identification series 200
- Receipts identification series **300**
- Disbursements identification series 400
- Transfers identification series **500**

#### Current Transactions vs. Non-Recurring Transactions

Given the use of the cash basis of bookkeeping for the Fabriques, it is important to distinguish between routine transactions and transactions that are exceptional, which are called "non-recurring transactions." This allows a Fabrique to have a more accurate picture of its normal financial situation vs. any specific projects that influence account transactions (for example, major renovations).

<sup>&</sup>lt;sup>2</sup> The Cathedraticum is the portion of its receipts that each Fabrique is required to contribute to the Diocesan Administration. (See HAF <u>Document 42.100</u>)

#### 1.3 FUNDS AND ACCOUNTS (CAISSES)

In parish bookkeeping, there are various funds and accounts (*caisses*) necessary for its sound management. Some are mandatory while others are optional. However, every Fabrique is provided with a "Parish Fund" and a "Mass Account."

#### Parish Fund

- A mandatory Fund that covers all the financial transactions of a Fabrique.
- This fund may contain one or more "special accounts" that allow a Fabrique to record exceptional revenues and expenses separately from routine transactions (e.g., for major renovations) or for specific activities (e.g., parish mutual aid committee). At year-end, these special accounts, presented separately in the Annual Report, are consolidated in the Parish Fund and integrated into the Annual Report by the Diocesan Treasurer's Office – Aide aux fabriques.

#### Le ou les Fonds Cimetière

- Mandatory Fund when a Fabrique has a cemetery,
- Distinct and "completely separate" bookkeeping under the responsibility of a Fabrique. A Fabrique must obtain the prior approval of the Bishop before using the money from the *Fonds Cimetière* for the Parish Fund.
- When a Fabrique has more than one cemetery, each of them may keep its own ledger and record its own assets to ensure better control. In that case, the financial statements of a Fabrique include several distinct *Fonds Cimetière*.
- **Refer to** the *Manuel de gestion des cimetières* for the definition of the bookkeeping terms specific to the *Fonds* (Document 51.500 du MGC).

#### Le Fonds services futurs

- Fund necessary when a Fabrique has prearrangements related to funerals and the opening of graves in cemeteries.
- Although a Fabrique must honour past engagements, it has **no longer** been **permitted** for Fabriques to continue to offer these services since 1988 (the year of the implementation of the civil law related to this subject).

#### Mass Account

- Mandatory account under the unique responsibility of the pastor.
- It covers the transactions related to Mass Offerings (mass intentions).

#### Caisse des œuvres

- An account involving usually limited amounts, under the pastor's responsibility, enabling him to come to the aid of the disadvantaged.
- Optional account since assistance to the disadvantaged is usually provided through the Fabrique (e.g., St. Vincent de Paul, an ad hoc committee, etc.). When such an account exists, it is necessary at year-end to include its Financial Statements in the Fabrique's Annual Report.

#### 1.4 REPORTS

Periodically during the year, the Fabriques are expected to issue the following reports:

#### Budget Estimates

- Fabrique Budget covering the Parish Fund and *Fonds Cimetière*, submitted to the Bishop for approval two (2) months prior to the beginning of the year (Sect. 31 of the *Act respecting fabriques*),
- The EXCEL Budget Estimates Form is sent out annually to the Fabriques by the Diocesan Treasurer's Office Aide aux fabriques

#### Monthly Reports

- Report submitted to the Diocesan Treasurer's Office Accounting concerning the various remittances to be paid by the Fabrique to the Diocese (ref. HAF <u>Document 31.700</u>).
- The EXCEL Monthly Reports Form is sent out annually to the Fabriques by the Diocesan Treasurer's Office Accounting.

#### Annual Report

- The Fabrique's Financial Statements covering all its Funds and Accounts (*caisses*), are submitted to the Bishop within sixty (60) days following year-end (Sect. 32 of the *Act respecting fabriques*).
- The EXCEL Annual Report Form is sent out each year by the Diocesan Treasurer's Office Aide aux fabriques.
- The following definitions of bookkeeping terms are presented as appropriate for the Annual Report.

#### **Government Reports**

• See HAF Documents <u>21.100</u> and <u>22.100</u>.

#### 1.5 SOUND MANAGEMENT

Sound management requires:

- **Complete** deposit of all moneys received,
- That all disbursements are paid **by cheque** or by direct deposit for better control,
- Retaining the cashed cheques returned with the bank statements for each bank (or *Caisse Populaire*) account, (as a control).

#### 1.6 CASH

(Account 101) for each Fund and /or Account (caisse)

#### RECEIPTS

The amount on the deposit slip must be posted to this account; this amount must be **the same** as the one appearing on the bank's monthly statement of account.

#### DISBURSEMENTS

To the extent possible, **make all payments by cheque** or by direct deposit, use the funds in the petty cash only for minor expenses, with supporting documentation included.

#### **1.7 PAYMENT OF GST AND QST** (Expenses: Account 459)

According to the *Act*, every Fabrique is obliged to pay GST and QST. However, the *Act* provides that the Fabrique may receive a tax **rebate** of up to 50% of the payment (receipts to be posted to Account 354 "Reimbursement of Expenses").

To facilitate applications for GST and QST rebates, it is requested that the following approach be adopted: for any expense with GST and QST charged, post to the appropriate accounts the pre-tax amounts and enter the taxes charged in Account 459 – "GST/QST".

#### 1.8 GST and QST COLLECTION

The Act requires businesses to collect the GST and QST on the goods and services they provide and then remit these taxes to the governments. However, according to the provisions of Section 138.1 of the *Act respecting the Quebec sales tax*, **Fabriques are exempt from collecting all taxes**. See HAF <u>Document</u> <u>22.200</u>.

#### 1.9 INVESTMENTS

**Note:** For investments related to **Cemeteries**, refer to the *Manuel de gestion des cimetières (in French)*.

Section 18 (i) of the *Act respecting fabriques* stipulates that the Fabrique must invest its funds in presumed sound investments in accordance with the <u>Civil Code</u> <u>of Quebec</u> (Section 1339). The Diocesan policy, in compliance with civil laws, specifies the type of **authorized investments**, namely: term deposits, guaranteed investment certificates (GICs), bonds, loans and balances of sale.

#### Investments with the Diocese

Fabriques are invited to invest their funds with the Diocese via the CEFF (*Caisse d'entraide financière des fabriques*) (HAF <u>Document 32.500</u>) which is offering very favourable terms.

#### Approval of the Bishop

Under Section 26 of the *Act respecting fabriques* and Diocesan Regulations, a Fabrique must, <u>in particular for its cemetery</u>, be specifically authorized by the Bishop to:

- Invest its capital,
- Withdraw its investments, especially for the use of its capital,
- Borrow money.

A Fabrique Resolution must be forewarded to the Bishop for this purpose via the Diocesan Treasurer's Office - Aide aux fabriques.

When a previously approved investment is automatically **rolled over into the same type of financial vehicle** at maturity, the Bishop's approval is preauthorized. Refer to Account 151 for the appropriate bookkeeping posting.

# 2. DEFINITION OF BOOKKEEPING TERMS

# PARISH FUND

**Note:** HAF = Handbook for the Administration of Fabriques

# CURRENT RECEIPTS

This section of the Annual Report records the income from the Fabrique's day-to-day transactions. For non-recurring transactions, i.e., exceptional transactions, refer to the corresponding section below.

#### NON-EXEMPT<sup>3</sup> TRANSACTION RECEIPTS

#### 301 <u>Collections</u>

This Account is used to record **receipts** from Sunday collections taken up at a place of worship, **with the exception of**:

- The <u>portion</u> of a special collection remitted to the Diocese (see HAF <u>Document 42.200</u>). These receipts are posted to Account 357 "Special Collections". For example, a given special collection had a total collected revenue of \$800; \$320 (2/5) is posted to Account 301 and the remainder, \$480 (3/5) to Account 357, the amount of the Special Collection to be remitted to the Diocese. This method of recording enables a Fabrique to have a more accurate picture of collection receipts intended for its operations.
- Lenten Alms (see HAF <u>Document 42.200</u>). Receipts are posted to Account 354 "Reimbursement of Expenses".

#### 302 <u>Annual Parish Contributions (APC)</u>

In addition to parish dues, this is an amount that is requested from parishioners every year, which equates to what the total Sunday collection from a parishioner would have been over a year. (See HAF <u>Document 32.200</u>).

The APC may include parish dues. When a Fabrique collects dues separately from the APC, it must record these amounts in separate accounts: Account 302 "Annual Parish Contributions" and Account 303 "Parish Dues".

If the amounts received through the APD (*Association paroisses-diocèse*) are recorded separately from the APC receipts, use Account 356.

When a Fabrique adopts the APC, the contribution to special collections is via a set formula (see HAF <u>Document 42.200</u>). The expense posted to Account 458 is deductible from the Cathedraticum. It is therefore not necessary to resort to the Receipts Account 357.

<sup>&</sup>lt;sup>3</sup> Receipts that are not exempt from, i.e., subject to Cathedraticum (see Category 444).

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#### 303 Parish Dues

The parish dues are a sum of money remitted each year to a Fabrique by the Catholics in a parish to meet its material and pastoral needs.

This Account is used to record **receipts** from the Annual Parish Dues Campaign.

If the amounts received through the APD (*Association paroisses-diocèse*) are recorded separately from the Parish Dues receipts, use Account 356.

#### 304 Donations

This Account is used to record all **monetary donations received**, including from bequests and collection boxes, **excepting** donations received from the CEFF (*Caisse d'entraide financière des fabriques*) or from another Fabrique (see Account 355).

Posted to Account 339 are donations received for:

- The Fonds d'entraide diocésain du projet catéchétique
- World Youth Day (WYD)

The receipts obtained during a **special fundraising campaign** (towards major renovations, for instance) are posted to Account 304 for non-recurring transactions (see the corresponding section).

**Donations in kind** or of services are recorded under Account 355 for non-recurring transactions.

#### <u>Grants</u>

Although a grant or subsidy may be viewed as a donation, it is necessary to post it to one of the following accounts:

- Non-recurring Account 339 "Miscellaneous": a grant for a specific project (e.g., major renovations), given to the Fabrique by a recognized organization (e.g., the *Conseil du Patrimoine religieux du Québec*).
- Account 353 "Salary Reimbursements": a subsidy granted as part of a job creation program.
- **Note:** Grants or subsidies for a particular project must first be authorized by the Bishop (see HAF <u>Document 43.100</u>).

#### 305 Social Activities and Organizations

This Account is used to record **profits** resulting from social activities (e.g., a spaghetti supper) and events (e.g., bazaar).

In these cases, the disbursements incurred to hold these activities or events might be deducted from the gross receipts so that only the profits are subject to the Cathedraticum. The following procedure must be followed:

- a) In Account 454 "Miscellaneous" record all expenses related to holding the activity or the event. Any disbursement incurred to obtain goods which would remain afterward for the use of the Fabrique must be posted to Non-Recurring Account 457 "Purchases: Furniture, Equipment, …" These expenses are not eligible for a deduction from the Cathedraticum.
- b) In Account 354 "Reimbursement of Expenses" record the receipts which have permitted the expenses to be paid. The expenses eligible for reimbursement may only be the cost of distributed prizes as well as the costs incurred in holding the activity or event, such as hall and equipment rental, costs of meals, stationery. It is expected that the receipts posted to this account would be less than or equal to the matching expenses posted to Account 454.
- c) In Account 305 "Social Activities and Organizations" record the profit resulting from the difference in the cost of the activity or event and the reimbursement receipts.

This procedure might seem tedious, but it respects the cash-based bookkeeping principle.

#### 311 <u>Announced Masses</u>

These are Masses which are announced in the parish bulletin and celebrated in a parish church for the intention of an individual, a group or for some other intention (see HAF <u>Document 42.300</u>).

This Account is used normally once a month to record the **Fabrique's** <u>portion</u> of the Masses celebrated.

#### 312 <u>Weddings</u>

This Account is used to record only the **Fabrique's portion** of the gross receipts collected (normally prior to the celebration taking place) (see HAF <u>Document 42.400</u>).

The remainder of the receipts (Mass offering to the celebrant, wedding petition, organist and singers) must be posted to Account 354 "Reimbursements of Miscellaneous Expenses".

The other revenues related to weddings are recorded there as well:

- Wedding Anniversaries,
- Surcharge for someone from outside the parish.

#### 313 <u>Funerals</u>

This account is used to record:

- Only the Fabrique's portion of the gross receipts (normally received before the celebration takes place) (See HAF <u>Document 42.400</u>). The remainder of the receipts (Mass offerings to the celebrant, offerings to the organist and singers) must be posted to Account 354 "Reimbursement of various expenses".
- 75% of the collection taken up at a funeral. The other 25% of the collection must be paid into the Mass Account (See HAF <u>Document 42.300</u>). To facilitate the bookkeeping, the amount remitted to the Mass Account may be done in multiples of \$15.

Other receipts related to a funeral are also posted to this Account:

- Expressions of Sympathy at the church before a funeral,
- Farewell celebration in a funeral parlour,
- Memorial Mass at the church,
- Surcharge for someone from outside the parish.

#### 314 Lights

This account is used to record **<u>gross</u>** receipts from votive lights, candles and sanctuary lamps.

#### 315 **Baptismal and Other Certificates**

This account is used to record **<u>gross</u> receipts** from baptismal and other certificates that were issued.

#### 331 Rentals

This account is used to record **gross** receipts from renting the premises and other areas in the Fabrique (e.g., parking, space in the presbytery, cellular network antennas in the belfry, etc.).

#### 332 Interest – Current Funds

This account is used to record **receipts** from the **current** interest payments received on bank deposits, loans, investments and cash advances to other organizations as well as the difference between the nominal value (face value) of bonds at purchase and their purchase price.

When receiving interest, a Fabrique may decide to reinvest it. The amount is still to be posted to Account 332 and the matching counterpart to the Disbursement Account 151 "Investments made". This approach is necessary to be consistent with the cash basis of bookkeeping.

The interest revenues from a **Special Reserve** are posted to Account 332-Non-Recurring Interest.

#### 339 <u>Miscellaneous-Current Receipts</u>

This Account is used to record receipts from transactions specific to a Fabrique that do not fall under any of the preceding accounts in the ledger. In particular, the following types of receipts qualify for this account:

- Contribution to the *Fonds d'entraide diocésain* for the Catechetical Mission (See HAF <u>Document 42.500.</u>);
- World Youth Day (WYD),
- Amounts received by the Fabrique's Parish Mutual Aid Committee or *comptoir familial* [Family Assistance Counter].
- **Note:** Although amounts received by the Fabrique's Parish Mutual Aid Committee are subject to the Cathedraticum, it should be noted that disbursements posted to Account 454 "Miscellaneous" become deductible when calculating the Cathedraticum. However, it is preferable to record the transactions of a Parish Mutual Aid Committee via a "Special Account."

Before this account is used, it must be ensured that the amount does not fall into any of the above-mentioned pre-established accounts.

To facilitate any future referencing and the preparation of the "Miscellaneous Income" attachment to the Annual Report, clearly **indicate the nature** of each of these receipts.

Miscellaneous receipts related to an exceptional project are posted to Account 339-Miscellaneous-Non-Recurring Item.

#### **RECEIPTS FROM EXEMPT TRANSACTIONS<sup>4</sup>**

#### 351 *Living with Christ* and The Parish Bulletin

This Account is used to record the <u>gross</u> receipts from sales of *Living with Christ*, including advertising by businesses in the Parish Bulletin.

<sup>&</sup>lt;sup>4</sup> Receipts exempt from, i.e., not subject to the Cathedraticum. (See Category 444.)

#### 352 Room and Board

This Account is used to record all <u>gross</u> receipts collected from resident priests or religious living in the presbytery, aside from the pastor of the community.

Rental revenue from individuals and organizations is posted to Account 331 "Rentals".

"**Room**" refers to the rent including all the related expenses (electricity, heating, insurance, upkeep and repair, etc.).

"**Board**" refers to the food provided to the priest or religious and occasional guests, common hygiene products and, if applicable, the preparation of meals. (See HAF <u>Document 41.100</u>).

#### 353 <u>Reimbursements of Salaries, Employment Benefits and Room and Board</u>

This Account is used to record any amount received by the Fabrique as **reimbursements** of salaries, employment benefits, room and board for individuals working for the Fabrique. These amounts are the subject of a **financial agreement** with another Fabrique or with the Diocese.

Also posted to this Account are subsidies received as part of a job creation program as well as the salaries and benefits of personnel working in the cemetery that is reimbursed by that fund (ref. Account 401 of the *Fonds cimetière*).

#### 354 <u>Reimbursements of Miscellaneous Expenses</u>

This Account is used to record all receipts received by the Fabrique to pay for certain disbursements made by the Fabrique, **with the exception** of reimbursements of salaries, employment benefits, room and board (See Account 353.).

The following **authorized receipts** are exempt from the Cathedraticum:

- The GST and QST obtained as a rebate of these taxes by the governments on the goods and services purchased by the Fabrique. Note: When the Fabrique applies for a reimbursement of the taxes that are related to its cemetery, that amount must be transferred to the *Fonds cimetière* (Account 321),
- Receipts that are used to support the costs to perform certain social or organizational activities (See Account 305),
- Lenten alms collected (See HAF <u>Document 42.200</u> and Account 357),
- The receipts intended for recognized organizations (*Guignolée* or St. Vincent de Paul) and for whom the Fabrique only acts as an authorized intermediary without issuing tax receipts. (See HAF <u>Document 32.100</u>),
- Receipts defraying wedding expenses: rescript (request for authorization), Mass offerings to the celebrant, offerings to the organist and singers, rental of a neighbouring church if applicable,
- Receipts defraying funeral costs: Mass offerings celebrant, the organist and singers-offerings, a neighbouring church rental if applicable,

- Proceeds from the sale of palms, books and religious objects,
- Parent Contributions for the Catechetical Initiative (and not donations to be posted to Account 339) (See HAF <u>Document 42.500</u>),
- The annual rebate from the *Mutuelle d'assurance en Église* or a claim paid by insurers (accidents, fires, thefts, etc.),
- Receipts defraying costs of personal long-distance calls,
- Receipts of expenses reimbursed by the *Fonds cimetière* (excluding salaries and employment benefits posted to Account 353),
- Receipts to support pastoral activity-related costs (See Account 422.),
- N.S.F. (and other) Cheques returned by the bank: a) Post to Account 454 "Miscellaneous", the cheque amount, specifying that it is a returned cheque; b) record a correction to the Account where it was originally recorded (Account 303 "Parish Dues", 304 "Donations" or other) and transfer this amount to Account 354 "Refunds",
- Reimbursements of Rental Deposits: the same type of recording as above, referring to Account 331 "Rentals"; record as well a reference to the disbursement (Account 454 "Miscellaneous"), with the date and no. of the reimbursement cheque,
- Special Collections (See <u>Document 42.200</u>), e.g., missionary collection or foreign disaster relief aid.

Any expense reimbursement receipts **must match** an expense posted to **Account 454** (or another account in certain cases).

Clearly identify each posting to facilitate the preparation of the "Reimbursement of Miscellaneous Expenses" Attachment of the Annual Report.

### 356 APD (Association paroisses-diocèse)

The APD is one of the two components of the Diocese's Annual Financing Campaign. This partnership makes available promotional services and material to the parishes to assist Fabriques in their own annual fundraising campaign. (See HAF <u>Document 32.300</u>).

This Account is used to record all **donations received** by the Fabrique from the APD **when they are recorded separately** from Parish Dues or the Annual Parish Contributions.

### 357 Special Collections

Special Collections are a means of allowing Christians to participate in funding Diocesan, national and worldwide activities. (See HAF <u>Document 42.200</u>).

This Account is used to record the **portion** of the special collection received by the Fabrique that is **transmitted to the Diocesan Treasurer's Office - Accounting** or to the organizations concerned (see Account 301). This amount must be less than or equal to the **matching expense** in Account 458.

Fabriques employing an APC should not post to this Account as the annual calculation is based on the total APC from the previous year. The expense remains deductible from the Cathedraticum. (See Account 302).

**Excluded** from this Account are **Lenten alms**. The amounts for this purpose are usually collected through an envelope system transmitted directly to the Development and Peace organization. If a Fabrique records these amounts, it should be posted to Account 354 "Reimbursement of Expenses" and the matching Disbursement Account 454 "Miscellaneous".

### CAPITAL RECEIPTS

### 101 <u>Cash</u>

When producing the Fabrique's Annual Report, this Account shows the Fabrique's holdings in the various bank and petty cash accounts.

**Note:** The Cash Balance on January 1st **must be the same** as the balance on December 31st of the previous year.

### 151 Investment Redemptions

This Account is used to record the **capital portion only** at its **nominal value (face value)** of **the proceeds (or receipts)** from investment redemptions.

When an investment matures, proper control (double entry bookkeeping) is achieved by a posting to both the Receipts Ledger and the Disbursements Ledger (Account 351) and indicating in each ledger the relevant details for the transaction. The **interest earned** should also be recorded (see Account 332). The only changes in investment roll-overs that should appear are the:

- Interest Rate,
- Maturity Date.

It is quite important therefore to post these transactions to the books and add an explanatory note as a control measure and for future reference.

Cashing in an investment to finance operations must be approved by the Bishop via the <u>Diocesan Treasurer</u>.

### 241 Loans made

This Account is used to record **all loans** from any source. A **line of credit** is considered a loan.

It should be noted that any borrowing must **first** be **authorized** by the Bishop via the Diocesan Treasurer's Office - Aide aux fabriques (Sections 26 and 27 of the *Act respecting fabriques*) and in certain cases a Meeting of the Parishioners (Section 28).

To facilitate future referencing, clearly indicate the name of the lender, the maturity date and the rate of interest.

### 501 <u>Fund Transfers</u>

This Account allows a Fabrique that has **several special accounts**, each with its own bank account, in its <u>Parish Fund</u> to transfer amounts from a special account to the parish chequing account without affecting current bookkeeping transactions.

For example, a Fabrique opens a special account for major renovations and distinctly records these particular transactions via a "Special Account" in the Annual Report (ref. General Principles # 1.3 "Funds and Accounts (*Caisses*)". The amounts collected are non-exempt from the Cathedraticum at year-end. A Fabrique deciding to transfer an amount from a special account to its chequing account to pay for the costs of renovation work could use Account 501.

**Notes:** This course of action avoids artificially inflating operating receipts and being taxed a second time for the Cathedraticum.

The amounts transferred into this special account must be recorded either in the Parish Fund receipts or distinctly recorded so that at yearend it may be consolidated in the Parish Fund by the Diocesan Treasurer's Office – Aide aux fabriques.

This Account **must not be used** for transferring between the Parish Fund and the *Fonds cimetière* when the cemetery lends money to the Parish Fund (post to Account 241) or, when, in certain situations, the *Fonds cimetière* makes a donation to the Parish Fund (post to Account 339). For both types of transactions, it is necessary to obtain **the prior approval of the Bishop** via the Diocesan Treasurer's Office - Aide aux fabriques.

# CURRENT DISBURSEMENTS

This section of the Annual Report records the disbursement portion of the Fabrique's current transactions. For non-recurring transactions, i.e., the exceptional ones, refer to the corresponding section further on.

### DISBURSEMENT TRANSACTIONS

### 401-0 Salaries

This Account is used to record any **gross** salary of employees (pastor, pastoral agents, parish secretary, organist, singers, janitor, etc.) paid by the Fabrique **excluding** the room and board for priests and religious employed by the parish and the contract employees not employed by the Fabrique. It is recommended to remit source deductions the last day of the current month.

**Notes:** If a salary reimbursement is being remitted to another Fabrique or the Diocese under a financial agreement, post to Account 401-1.

The date written on the cheque defines the month of payment; this is quite useful for remitting source deductions.

The salaries and employment benefits for cemetery personnel are **remitted by the Parish Fund** (which issues the Record of Employment and the T-4 and RL-1 tax slips). The *Fonds cimetière* reimburses the Parish Fund for these disbursements. This amount received by the Parish Fund is, in turn, posted to Account 353.

### 401-1 <u>Reimbursements of Salaries</u>

When someone works for more than one parish, it is understood that one of the Fabriques remits to that person the full salary and is reimbursed by the other Fabrique(s) or, if applicable, the Diocese.

This Account is used to record any **reimbursement of** <u>gross</u> salaries remitted to another Fabrique or the Diocese under a financial agreement. This Account is justified by the Fabrique not issuing the Record of Employment, or the T-4 and RL-1 tax slips for these reimbursements.

### 402-0 Employment Benefits

This Account is used to record the **Fabrique's portion** (and not the Employee Source Deductions) of the following employment benefits:

- Employment Insurance (EI)
- Quebec Pension Plan (QPP)
- Health Services Fund for Quebec (HSF)
- CNESST (Commission des normes, de l'équité, de la santé et de la sécurité du travail)
- Priests' Pension Plan (*Régime de retraite des prêtres*) or Compensatory Amount for Religious
- Priests' Group Insurance (*Régime d'assurance groupe des prêtres*) or Compensatory Amount for Religious

- Lay Employees' Group Insurance (Assurance groupe des employés laïques)
- Lay Employees' Pension Fund (*Fonds de pension des employés laïques*)
- Other (if necessary)

It is recommended to remit the payments on the last day of the current month.

**Notes:** If a reimbursement of employee benefits is remitted to another Fabrique or the Diocese under a financial agreement, post to Account 402-1.

The expenses occurring during the Annual Resource Days (retreat or session) for mandated parish personnel are posted to Account 423.

### 402-1 <u>Reimbursements of Employee Benefits</u>

This Account is used to record all **reimbursements** of employee benefits (the Fabrique's portion and not the normal employee source deductions) remitted to another Fabrique or to the Diocese under a financial agreement.

### 403 <u>Fees</u>

This Account is used to record all honoraria remitted to **visiting priests**, whose services are retained occasionally to help the parish priest (vacation replacement, sickness or work overload). (See HAF <u>Document 41.300</u>).

### 404 <u>Travel Expenses</u>

This Account is used to record all travel **expenses** incurred by pastoral personnel (priests, religious or lay) or, if applicable, support staff in the performance of their duties, in accordance with Diocesan regulations. (See HAF documents 41.100 et 41.200).

### 405 <u>Food</u>

This Account is used to record the <u>pre-tax</u> disbursements of food **purchases** incurred **by the Fabrique** for the parish leader **residing** in the presbytery, his occasional guests and the residents.

Food purchases for meetings and other activities are posted to Account 422.

When the priests or religious reside in the presbytery, while the Fabrique remits the cost of board in cash, post to Account 406 "Room and Board" and **not** to Account 405.

### 406-0 Room and Board

This Account is used to record any disbursement incurred for the room and board of priests and religious when they reside **away** from the parish presbytery; these allocations being paid in cash.

By "Room" is meant the rent including all the associated expenses (electricity, heat, insurance, maintenance and repair, etc.). By "Board" is meant the food provided to the priests or religious and their occasional guests, common hyenine products and the meal preparation if applicable. (See HAF Document 41.100).

When the priests or the religious reside in the presbytery, while the board is remitted in cash, this Account must be used to record the expenses and not Account 405 "Food."

**Note:** If a reimbursement of room and board is remitted to another Fabrique or the Diocese under a financial agreement, post to Account 406-1.

### 406-1 <u>Reimbursements of Room and Board</u>

This Account is used to record any **reimbursements** of room and board remitted to another Fabrique or the Diocese under a financial agreement.

### 411 <u>Worship</u>

This Account is used to record any **pre-tax** disbursements that are directly related to worship, such as the purchase of books, vestments, liturgical ornaments, palms, flowers, altar decorations, Christmas creche, religious music, wine and hosts, repairs of ornamentation and liturgical objects and any other disbursements of the same nature. Washing of sacred linen and upkeeping of priestly vestments also fall within this Account.

### 412 Lights

This Account is used to record the **pre-tax** purchases of votive lights, candles and sanctuary lamps used for worship.

### 413 *Living with Christ* and The Parish Bulletin

This Account is used to record the **pre-tax** costs of "Living with Christ," and other publications (Parish Bulletin, Diocesan Journal, religious magazines).

### 422 Pastoral Activities

This Account is used to record the **pre-tax** disbursements <u>specifically</u> related to pastoral activities in the parish community **excluding** salaries and employment benefits for pastoral agents, which should be posted to the corresponding accounts.

The expenses for pastoral activities include, *inter alia*, any amount remitted to any pastoral or liturgical committee, the cost of books, brochures, cassettes and disks or the rental of any article or item of equipment related to the sacramental ministry or work of catechesis, the cost of food used during parish meetings (various committees, Fabrique meetings, etc.) and any expense related to pastoral projects.

### 423 <u>Study, Session and Resource Day Expenses</u>

This Account is used to record the **pre-tax** disbursements incurred for Study, Session or Annual Resource Days for both remunerated personnel and volunteers.

### 424 Donations

This Account is used to record any **donations made** by the Fabrique either to the Diocese (e.g., the *Caisse d'entraide financière des fabriques*), or to other Fabriques or not-for-profit organizations, in accordance with the *Act respecting* fabriques (see Sections 18 and 26 (g) as well as HAF <u>Document 11</u>). Also posted to this Account are the donations remitted to the *Fonds d'entraide diocésain pour le Projet catéchétique* (see MAF <u>Document 42.500</u>).

**Excluded** from this Account are amounts remitted to the *Association paroissesdiocèse* (Account 453), Special Collections (Account 458), Lenten alms, the *Guignolée* and St. Vincent de Paul (Account 454).

### 431 Supplies, Maintenance and Current Repairs

This Account is used to record **pre-tax** disbursements for daily upkeep of furniture and buildings of the Fabrique. Examples include: the purchase of brooms, brushes, wax, soap, light bulbs and various kitchen, hardware and bedding articles. Also included are the disbursements for snow removal and grass mowing (if it is via a service contract with a business or a self-employed individual), cleaning of the furnace and routine checking of the organ.

By current repairs is meant any foreseeable annual repair under 20% of this year's receipts subject to the Cathedraticum. A large repair should be posted to Account 431-Non-Recurring.

If a repair exceeds 20% of this year's receipts subject to Cathedraticum or \$100,000, it should be labelled a "major renovation" to be posted to Account 435-Non-Recurring. (See HAF <u>Document 42.100</u>).

**Notes:** The amounts remitted to individuals who have not concluded a service contract, are not self-employed, or not registered with the CNESST, **should be considered salaries and posted to Account 401-0**. These individuals then qualify for employment benefits (Account 402-0) and are subject to source deductions as is the case for any employee.

The government income tax acts define strict criteria for determining whether an individual is self-employed. (See HAF <u>Document 34.300</u>)

### 432 <u>Heating and Electricity</u>

This Account is used to record **<u>pre-tax</u>** disbursements incurred **uniquely** for purchasing the necessary energy for heating and lighting the buildings in the Fabrique (oil, gas, electricity).

The maintenance of appliances is posted to Account 431.

### 433 <u>Rentals</u>

This Account is used to record **pre-tax** disbursements incurred when the Fabrique must rent space for parish use.

### 434 Insurance

This Account is used to record **premiums** paid for fire and theft, civil liability and other insurance necessary to protect the Fabrique property.

### 441 <u>Telecommunications and Networking</u>

This Account is used to record any **<u>pre-tax</u>** disbursements incurred by bills from telecommunications companies and other IT service providers, including internet access costs, website hosting costs and consultant's fees.

### 442 Office Expensess

This Account is used to record any **<u>pre-tax</u>** purchases of stationery, postage stamps, accounting ledgers, registers, forms, office items, printing, IT licence renewals, etc.

### 443 Interest and Bank Charges

This Account is used to record the disbursements related to interest paid on loans, banking fees as well as the excess at the time of purchase between the price for the bonds and their nominal value.

### 444 <u>Cathedraticum</u>

The Cathedraticum is an important financial participation of Fabriques in the Diocesan administration. (See HAF <u>Document. 42.100</u>).

This Account is used to record the total **monthly payments** to the Diocese of the Cathedraticum applied to the applicable receipts.

### 453 <u>Contribution to the Association paroisses-diocèse (APD)</u>

The Association paroisses-diocèse is one of the two components of the Diocese's Annual Financing Campaign. This partnership makes available promotional services and material to the parishes to assist Fabriques in their own annual financing campaign. (See HAF <u>Document 32.300</u>).

This Account is used to record any **amount remitted** to the Diocese via the *Association paroisses-diocèse*.

The objective of the Annual Contribution amounts to 5% of the receipts from Collections, APC and Parish Dues from the Fabrique. The Fabriques' effort to attain or approach their APD objective avoids having to augment the rate of the Cathedraticum.

At year-end, the difference between the receipts (Account 356) and the Expenses (Account 453) is adjusted on the Statement of Account for the calculation of the Cathedraticum.

### 454 <u>Miscellaneous</u>

This Account is used to record **the disbursements for operations** specific to a Fabrique that do not fall under any of the preceding accounts in the Ledger.

Among these, inter alia, in this account are the following:

- The costs of holding social activities or events, (See Account 305.),
- Lenten alms remitted to Development and Peace, (See Account 354.),
- Amounts remitted to recognized organizations, such as *Guignolée* and St. Vincent de Paul and Development and Peace, who raise funds sometimes for humanitarian causes, (See Account 354.),
- Wedding expenses: rescript (request for authorization), celebrant Mass offerings, organist's and singers' fees, rental of a neighbouring church, if applicable, (See Account 354.),
- Funeral expenses: celebrant Mass offerings, organist's and singers' fees, rental of a neighbouring church, if applicable, (See Account 354.),
- Catechumenate-related expenses,
- Purchase of palms,
- Pro populo Masses remitted to the Mass Account, (See HAF <u>Document 42.300</u>.),
- WYD-related expenses, (See Account 339.),
- The disbursements by a Parish Mutual Aid Committee, (See Account 339.),
- N.S.F. (or other) cheques returned by the bank, (See Account 354.),
- Reimbursements of rental deposits, (See Account 354.),
- Special Collections, (See HAF <u>Document 42.200</u>.), e.g., missionary collection or disaster relief aid to a country (See Account 354).

Before this account is employed, it must be ensured that the receipt does not fall into any of the pre-established accounts.

To facilitate any future references and the preparation of the "Reimbursements of Miscellaneous Expenses" attachment to the Annual Report, clearly **indicate the nature** of each of these disbursements.

The miscellaneous disbursements related to an exceptional project are posted to Account 454-Non-Recurring Disbursements.

**Note:** The fees remitted to the organist and singers must be either defined in a **service contract** or allotted to those acknowledged as self-employed. The government income tax acts define strict criteria for determining whether an individual is self-employed. (See HAF <u>Document 34.300</u>). Otherwise, any individual must be treated as an employee qualified to receive employment benefits and subject to source deductions. The expenses in that case must be posted to Categories 401-0 "Salaries" and 402-0 "Employment Benefits".

### 458 <u>Contribution to Special Collections</u>

This Account is used to record an amount **remitted to the Diocese** for any Special Collection, **excluding** Lenten alms to be posted to Account 454. (See HAF <u>Document 42.200</u>). Clearly identify each remittance as per the schedule set by the Diocesan authorities and the date corresponding to the amount received.

At year-end, the difference between the receipts (Account 357) and the disbursements (Account 458) is adjusted on the Statement of Account for calculating the Cathedraticum.

### 459 GST and QST PAID

This Account is used to record **any GST and QST tax payments** when purchasing goods and services. Identify each amount as "GST" or "QST" as the case may be. This will facilitate filing government tax rebate forms (50% of the taxes paid, see HAF <u>Document 22.200</u>).

### CAPITAL DISBURSEMENTS

### 101 Cash as of December 31st

When preparing the Fabrique's Annual Report, this Account shows the Fabrique's cash balance in its bank accounts and petty cash as of that date.

### 151 Investments

The Diocesan policy, in compliance with the *Act respecting fabriques*, specifies the **authorized investment** types (See General Principles-item 1.9). The prior approval of the Bishop is required (Section 26 of the Act).

This Account is used to record the **nominal value** of the investments made. **Any investment must be registered in the Fabrique's name.** 

If at the time of a bond purchase:

 a) the nominal value (face value) is higher than the price paid (excluding accrued interest): the difference (surplus) must be posted to Account 332-"Interest" under Receipts. To do so, a supplementary posting is necessary as described below:

ACCOUNT						
RECEIPTS			DISBURSEMENTS			
CASH 101	INTEREST 332	INVESTMENTS 151	CASH 101	INTEREST 443	INVESTMENTS 151	
** \$50.00	\$50.00		\$950.00 * \$50.00		\$1,000.00	

- \* A credit of \$50.00 is posted to the Account 101 "Cash" (Cash Disbursement) to match the nominal and actual value of the bond.
- \*\* At the same time, in the Cash Receipts, there are posted a debit of \$50.00 to Account 101 "Cash" and a matching credit to the Account 332 "Interest" (supplementary required posting).
- b) the **nominal value is lower than** the price paid (excluding accrued interest):

C ASH DISBURSEMENTS					
CASH 101	INTEREST 443	INVESTMENTS 151			
\$1,275.00	\$275.00	\$1,000.00			

### 241 <u>Reimbursements of Loans</u>

This Account is used to record any **reimbursement** of loans of whatever nature **excluding** the portion as interest posted to Account 443. A **line of credit** is considered a loan.

To facilitate any future reference, clearly indicate in the margin the creditor's name, the maturity date and the interest rate.

### 501 <u>Fund Transfers</u>

As with **capital receipts** (see the corresponding Receipts Account 501), this Account allows a Fabrique which has **several "special accounts"**, each with its own bank account, in its Parish Fund, to transfer amounts from its chequing account into a special account without affecting current operations.

This account <u>must not be used</u> for transfers between the Parish Fund and the *Fonds cimetière*.

# NON-RECURRING RECEIPTS / DISBURSEMENTS

This Section of the Annual Report records the **non-recurring** receipts and disbursements, i.e., for those exceptional operations that do not usually re-occur from one year to the next. For current operations, refer to the previous accounts.

### NON-RECURRING NON-EXEMPT<sup>5</sup> RECEIPTS FROM OPERATIONS

### 304 Special Financing Campaigns

This Account is used to record the receipts originating in a specific campaign for financing a **particular project** and not for current operations. An example would be for financing major renovations.

### 305 Non-Recurring Social Activities and Organizations

This Account is used to record the profits of a special activity or organization to finance a particular project on a **one-time basis** and not current operations, for example, a benefit dinner to finance major renovations.

The disbursements incurred to hold this activity or event may be deducted from the gross receipts so that only the profits are subject to the Cathedraticum. The procedure below should be followed:

- a) Post to Account 454 "Non-Recurring Miscellaneous Expenses" all the expenses related to holding the activity or event.
- b) Post to Account 354 "Reimbursements of Non-Recurring Expenses" all the receipts which enabled the expenses to be paid. The expenses eligible for a reimbursement may only be the cost of any distributed prizes as well as the costs incurred in holding the activities and events such as hall or equipment rental, costs of meals and stationery. It is expected that the receipts posted to this Account will be less than or equal to the matching expense indicated in Account 454.
- c) Post to Account 305 "Non-Recurring Social Activities and Organizations" the profit resulting from the difference in the reimbursement receipts and the cost of the activity or event.

### 332 Interest on Special Reserves

A Fabrique can set aside from its investments a special reserve, separate from the investments for current operations. This reserve is used to finance a particular project, for example, major renovations.

This Account is used to record receipts from interest from investments in this **special reserve**.

<sup>&</sup>lt;sup>5</sup> Receipts that are not exempt from, i.e., subject to, the Cathedraticum.

### 333 <u>Sales — Movables, Equipment, Immovables</u>

This Account is used to record **any <u>gross</u> receipts** collected from the sale of movables (furniture or any other movable object), equipment or immovables (land or buildings.) In the case of an immovable, the notary may have withdrawn from the gross amount, certain remittances such as the real estate commission.

It should be noted that under Section 26 of the *Act respecting fabriques*, the alienation of any good, of whatever nature, must be first authorized by the Bishop via the Diocesan Treasurer's Office - Aide aux fabriques. To apply the Act, refer to Episcopal Regulations No. 14 "Sale of an Immovable" (HAF <u>Document 43.300</u>) and No. 2 "The Disposal of Ecclesiastical Cultural Assets" (HAF <u>Document 43.400</u>).

### 339 Non-Recurring Miscellaneous Receipts

This Account is used to record any special receipts related to a **particular nonrecurring project or initiative**. In particular, among the type of receipts are:

- A grant from the *Conseil du Patrimoine religieux du Québec* for the restoration of cultural property of a religious nature,
- A government or municipal grant other than a job-related subsidy. (See Account 353).
- **Note:** These grants must first be approved by the Bishop. (See HAF <u>Document 43.100</u>).

### NON-RECURRING EXEMPT<sup>6</sup> RECEIPTS FROM OPERATIONS

### 354 <u>Reimbursements: Miscellaneous Non-Recurring Expenses</u>

This Account is used to record any sum received as a reimbursement of expenses incurred for non-recurring transactions related to a **particular project or initiative**. Among this type of receipts are:

- The GST and QST obtained from a rebate of these taxes on non-recurring goods and services purchased by the Fabrique.
- Receipts used to support the costs of holding a non-recurring social activity or event (See Account 305 Non-Recurring).

Any receipts from reimbursing non-recurring expenses **must match** an expense posted to **Account 454**-Non-Recurring Expense.

Clearly identify each posting to facilitate the preparation of the "Reimbursements of Various Expenses" attachment in the Annual Report.

<sup>&</sup>lt;sup>6</sup> Receipts exempted from, i.e., not subject to, the Cathedraticum

### 355 <u>Donations Received from the CEFF, Another Fabrique and Donations in Kind</u> <u>and in Services</u>

This Account is used to record the amounts a Fabrique has received from the CEFF (*Caisse d'entraide financière des fabriques*) (See HAF <u>Document 32.500</u>.) or from another Fabrique or the *Fonds d'entraide diocésain* for the Catechetical Initiative. (See HAF <u>Document 42.500</u>.)

This Account is also used to record donations of gifts in kind (a material good or item) and in services (e.g., an entrepreneur performs a repair without charging) when a tax receipt is required.

By a "Donation of a gift in kind" is meant a material good (or item) that an individual owns already and then gives to the Fabrique (e.g., a new computer). The third-party purchase of an item required by the Fabrique would be considered a donation subject to the Cathedraticum (Account 304). In that case, it is in the Fabrique's interest to receive a cash donation to purchase the item as it would benefit from the manufacturer's warranty and be able to claim a rebate from the governments of 50% of the taxes paid. The issuing of a tax receipt would also be simplified.

To enable the **issuing of a tax receipt**, the value of donations of gifts in kind and in services must be **assessed** (in writing by a qualified individual) or **supported** by an invoice; the amount of such an assessment is posted to this Account. It is important to mention that the Fabrique must **remit** the taxes (GST and QST) due on these types of **donations** received by it. (See HAF <u>Document 32.100</u>).

The recording of a donation of a gift in kind or services implies that it would be necessary to have an **equivalent matching expense** as part of the double entry bookkeeping principle: post to Account 454 – "Miscellaneous Non-Recurring Expenses" with the Statement "Matched with a Donation Received."

### NON-RECURRING DISBURSEMENTS FROM OPERATIONS

### 431 <u>Large-Scale Non-Recurring Repairs</u>

This Account is used to record **pre-tax** disbursements incurred for large-scale repairs (e.g., a roof repair) which **are not** considered either current upkeep (See Account 431) **or** a major renovation. (See Account 435).

### 435 <u>Major Renovations and Construction</u>

This Account is used to record **<u>pre-tax</u>** disbursements incurred for major renovation, improvement and restoration work on the Fabrique buildings, other than those in a cemetery.

This work relates to a single project whose cost must exceed \$100,000 or 20% of this year's receipts subject to the Cathedraticum. It must receive prior to the start of work, the approval of the Bishop via the Diocesan Treasurer (See HAF Document 43.100).

Expenses for major renovations are deductible from the Cathedraticum. (See HAF <u>Document 42.100</u>). **Considered** as major renovations are:

- 1) Improvements, transformations, restoration of an existing building other than in a cemetery, including architectural and engineering fees,
- 2) Partial reconstruction of a damaged building other than in a cemetery,
- 3) Major modifications to a heating system,
- 4) Purchase and installation of stained-glass windows and lighting systems for the church façade and the presbytery,
- 5) Arrangements made to ensure better security for the public and the Fabrique's buildings,
- 6) Installation of a fire detection system or sprinklers,
- 7) Significant and adequate improvement of the sound system in the place of worship.

This type of work is contracted for and includes materials, accessories, labour and sometimes taxes. In that case, it is necessary to determine what the GST and QST portions are for recording and tax rebate purposes.

### 444 <u>Non-Recurring Cathedraticum</u>

This Account is used to record the Cathedraticum remitted to the Diocese, (See HAF <u>Document. 42.100</u>.) applicable to the **non-recurring** non-exempt receipts. For example, the Cathedraticum on the sale of a building.

### 454 Miscellaneous Non-Recurring Disbursements

This Account is used to record the **non-recurring disbursements**, which do not fall under any of the preceding accounts. Among these, in particular, are:

- The expenses related to a one-time social activity or event, (See Account 354-Reimbursements: Miscellaneous Non-Recurring Expenses),
- The contribution to the *Fonds d'entraide patrimonial diocésain* based on the gross proceeds of the sale of a building. (See HAF <u>Document 43.300</u>.)
- The expenses related to the sale of a building: real estate sales commission (in case that expense has not been deducted by the notary from the sale price), land surveying, environmental study, etc.

### 457 <u>Purchases: Movables, Equipment, Immovables</u>

This Account is used to record on a pre-tax basis:

- Any acquisitions of movable goods and equipment necessary for the proper functioning of the Fabrique (lawn mower, floor buffer, vacuum cleaner, filing cabinet, computer hardware and software, desks, etc.),
- Any purchase of land or buildings as well as costs inherent in the acquisition (land surveying, certificate of location, professional fees). This type of purchase requires the prior approval of the Bishop via the Diocesan Treasurer.

Any expense related to the construction of a building, or its major renovation is posted to Account 435.

Current repairs are posted to Account 431.

### 459 <u>Non-Recurring GST and QST Payments</u>

This Account is used to record **any** GST and QST **tax payments** for the purchase of goods and services related to **non-recurring** transactions. Identify each amount as "GST" or "QST," whichever is applicable. This will facilitate filing government tax rebate forms. (50% of the tax paid, see HAF <u>Document 22.200</u>).

# **3. DEFINITION OF BOOKKEEPING TERMS**

# FONDS CIMETIÈRE

**Refer** to Document 51.500 - *Manuel de gestion des cimetières (in French)* for the definition of the applicable bookkeeping terms.

# 4. DEFINITION OF BOOKKEEPING TERMS

# FONDS SERVICES FUTURS

**Notes:** HAF = Handbook for the Administration of Fabriques Future Services [Services futurs] are commonly called "prearrangements."

### PREVIOUSLY OFFERED SERVICES

In an individual's lifetime, he or she could remit an amount to the Fabrique for a service to be rendered upon death. This is what is termed "Future Services." In civil terms, these are known as Pre-Arranged Funeral Contracts (also known as "pre-arranged funerals").

The services usually offered are:

- Funerals,
- Interment in a cemetery (opening of the grave),
- Mass Celebrations (Mass intentions).

While past commitments must be honoured, the Fabriques in our diocese <u>are no longer</u> <u>permitted</u> to continue to offer future services for the following reasons:

- The complex and demanding application of civil law (see next point),
- The need for managing additional bookkeeping separate from the Fabrique's other funds and accounts,
- The requirement to hold a trust (or fiduciary) account.

When the future services have all been paid out, the Fabrique will apply to the Bishop for approval to close the corresponding bank account.

# ACT RESPECTING ARRANGEMENTS FOR FUNERAL SERVICES AND SEPULTURES (L.R.Q, Chapter A-23.001)<sup>7</sup>

This *Act*, which came into force on **March 1, 1988**, governs all <u>pre-arranged</u> funeral contracts concluded <u>on or after that date</u>. Pre-arranged funeral contracts entered into before that date are excluded from the provisions of this *Act*.

According to this definition, funerals and Masses **are governed** by this *Act* (if after March 1, 1988), while interments in the cemetery **are excluded**.

The *Act* sets out many rather demanding conditions for its application by the Fabriques. Several of these follow:

- Future Services contracts must be drawn up in triplicate using specific colour, style and size of typefaces,
- Specific required information by law must be inserted into contracts,
- A Termination (Cancellation) Form must appear as part of the contract,

<sup>&</sup>lt;sup>7</sup> Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on both tabs.

- Any amounts collected must be deposited in a fiduciary account within 45 days of their collection for any amount collected, excepting money received for goods and services already provided, this money not exceeding 10% of the price and the applicable taxes,
- Upon the initial deposit in the fiduciary account, the financial institution must notify the buyer in writing within 30 days,
- Funds may be invested and entrusted to a trust company, whose investments are limited to Treasury Bills, Federal, provincial or school bonds, deposit accounts and GICs (guaranteed investment certificates) not exceeding a term of five years,
- The trust bonds must be indexed to the cost of living between March 15 and 31 of each year from the income generated, so that it is only after this indexing that a Fabrique can collect the income generated by the funds invested,
- In the event of a change in custodian, funds may only be transferred for the full amount of those funds and any cost shall be borne by the Fabrique.
- It is **forbidden**, at the time of death, **to increase the rates** for services.
- Penalties for violations range from \$500 to \$75,000.

# CASH RECEIPTS

### **RECEIPTS FROM OPERATIONS**

### 332 Interest

This Account is used to record **receipts of interest** from investments.

### 380 Amounts Collected

This Account is used to record **receipts** remitted by either a parishioner directly or on his/her behalf for **one or several service(s)** to be **rendered** to a beneficiary on his/her own death.

### CAPITAL RECEIPTS

### 151 Investment Redemptions

This Account is used to record the **capital portion only** at its **nominal value** of **the proceeds (or receipts)** from investment redemptions. Refer to Account 151 of the Parish Fund to view the details for investment rollovers.

# CASH DISBURSEMENTS

### DISBURSEMENTS FROM OPERATIONS

### 443 Banking and Miscellaneous Fees

This Account is used to record bank administration fees charged (if applicable), interest paid on a debit balance (if applicable) and any excess between the initial payment and the service cost at the interment date.

### 480 Amounts Withdrawn

This Account is used to remit to the Parish Fund (for a funeral) or to the *Fonds Cimetière* (for an interment) the **exact amount** at the initial deposit as well as any **surplus** between the initial payment and the service cost at the internment date. The surplus will be taken from the accumulated interest.

### CAPITAL DISBURSEMENTS

### 151 Investments

The Diocesan policy, in compliance with Section 18 (i) of the *Act respecting fabriques*, specifies **authorized investment** types, namely, term deposits, guaranteed certificates of deposit, bonds, loans and balance of sales. The prior approval of the Bishop remains a requirement (Section 26 of the *Act*.)

This Account is used to record the **nominal value** of any investments made in trust. **Any investment must be registered in the Fabrique's name**, including adding at the end, the phrase "*Services futurs*". Refer to Account 151 of the Parish Fund to see the details of the bookkeeping posting applicable in certain cases.

# 5. MANAGEMENT OF THE

# **MASS ACCOUNT**

### 5.1 INTRODUCTION

The Mass Account consists of a bank account **intended solely to receive Mass offerings**. By "Mass offerings" are meant the amounts received for the celebration of Masses whether announced, unannounced or pro populo. Mass offerings are governed by Diocesan legislation (see HAF <u>Document 42.300</u>). and may only be used for the payments to the Priest Celebrant, the Fabrique and the Diocese.

The parish priest, priest moderator or priest administrator is the <u>only person</u> responsible for administering this Account.

Several individuals may, however, be directly or indirectly involved in the daily Account administration, the Parish Secretary (or volunteer) receiving the offerings at the Parish Office, the churchwarden (or warden) counting the funeral collections and distributing the amounts between the Fabrique and the Mass Account and the person making deposits and preparing cheques, etc.

The Diocesan auditors' experience shows that the management of the Mass Account is not so simple as might be supposed and that too often significant variations occur in the Mass Account balance (surplus or deficit) from one year to the next and sometimes from month to month.

The amounts collected must be managed rigorously until the "service" for which they have been remitted has been rendered and the money apportioned according to the rules in force (Celebrant's portion, Fabrique's portion and the Diocesan portion.)

To help the one responsible for exercising efficient management and better controlling the Mass Account, the following procedures are recommended.

### 5.2 MATERIAL

Various supplies are needed to properly manage the Mass Account:

- Mass Offerings Register,
- Daily Mass Record,
- Tax Receipts,
- Petty Cash,
- Deposit Book (for bank deposits with copies),
- Numbered chequebook (with stub),
- Monthly bank statements (with return of cashed cheques).

These various documents should contain all the information that will allow tracking cash receipts and disbursements in the Account, enable confirmation that each offering has resulted in a Mass being celebrated and that the apportioning of the

money has been done. The deposit book is matched with the Mass Offerings Register for intentions received and deposited. The chequebook is matched with the Daily Mass Record for the Masses celebrated. The Mass Offerings Register and the Daily Mass Record are thus interrelated. The monthly bank statements allow a reconciliation of all these elements. In practice, all the information concerning each offering is recorded in at least two places, sometimes more, thus enabling a control that would otherwise be impossible.

### 5.3 MASS OFFERINGS REGISTER

The Mass Offerings Register is a specially designed register containing twenty-one lines per page. It should be noted that the last line is preceded by a line made with a darker stroke. It is recommended not to record Masses being celebrated under this darker stroke, which should be reserved for their management. As well, only entering twenty Masses per page facilitates the bookkeeping. It is also suggested numbering the Masses by restarting the serial number at the start of a year (with the last two digits of a year as prefix): 22-01, 22-02...23-01, 23-02, etc. Similarly, the bookkeeping will be simplified if each new year is started at the top of a new page.

The full width of the Mass Offerings Register (the two pages together) could even also be used to record all the following information that should appear for each offering: serial number as indicated above, date received, Mass intention, donor's name, desired celebration date, amount received, bank deposit date of the offering, date celebrated (or date transferred to another church entity - parish, diocese or other, with the corresponding cheque number.)

### 5.4 DAILY MASS RECORD

Intentions and the serial number of Masses requested for a specific date or for which a celebration date has been assigned, are recorded in the Daily Mass Record. The planned celebration date is also recorded in the Mass Offerings Register, on the same line as the Intention and the donor's name. The Mass celebration is afterwards confirmed by the celebrant. When, for whatever reason, the Mass is postponed, remember to cross it out from the Daily Mass Record and indicate the new date that it has been postponed to as well as to change the celebration date in the Mass Offerings Register. It is also recommended to advise those concerned of the reasons for any change.

The Masses passed on to the Diocese, another parish or a priest should also be recorded in the Daily Mass Record. The quantity and serial numbers of these Masses as well as the number and payee of the cheque are recorded as of the date the cheque is issued. This facilitates the periodic inventorying of the Masses received vs those celebrated or transferred (see model below.)

### 5.5 PRO POPULO MASSES

(See HAF <u>Document 42.300</u>, Article 5)

At the start of each year, a Fabrique is requested to transfer to the Mass Account an amount for the fifty-four pro populo Masses (\$5 each per offering). The same procedure should be followed as for any Mass intention (Mass Offerings Register, Daily Mass Record, etc.).

It is, however, suggested starting the Mass Offerings Register for a year by entering the fifty-four pro populo Masses. Their serial number preceded by the year prefix should be different, for example, 22-P-01, 22-P-02, etc. Following that, the announced Masses (at \$15 each) should be entered at the top of the next page. This makes it easier to calculate the amount for the Masses according to the rate per offering.

**Notes:** The Mass offering of \$5 for the pro populo Mass is remitted to the priest celebrating the mass. (Neither the Fabrique nor the Diocese receives any portion of these offerings.)

When several parishes are sharing the same priest moderator, he should only be celebrating one mass for all parishioners and only be entitled to one offering. The total number of pro populo Masses is thus shared among the parishes.

### 5.6 OFFICIAL TAX RECEIPTS

The Mass offerings (and not the fees) are considered donations for which the Fabriques may issue tax receipts. HAF <u>Document 32.100</u> indicates the guidelines for these receipts.

### 5.7 PETTY CASH

It would be advantageous for any amount received for Mass offerings to be put temporarily in petty cash, with an annotation indicating its source, as for any other amount in petty cash. These amounts are then regularly deposited in the bank account for the Mass Account, at the same frequency as the deposits into the Fabrique's (and cemetery's) main account, i.e., at least once a week.

### 5.8 DEPOSIT BOOK

Any amount received for a Mass offering must be entirely deposited in the Mass Account's bank account. On the front or back of the copy of the deposit slip, it is important to note the serial numbers (from the Mass offerings Register) for the offerings being deposited. For proceeds from a funeral Mass collection (25%), it is necessary to identify the deceased's name, funeral date, deposited amount, the quantity and serial numbers of the Masses entered in the Mass offerings Register. To simplify the procedure, the Masses can be distributed in multiples of \$15.

### 5.9 CHEQUEBOOK

It is preferable to employ a numbered chequebook with stubs. The bank statements can then identify the number of the cheque after it has been cashed, which facilitates the monthly bank reconciliation. The stubs allow identifying the Mass offerings for which the Cheque is issued by indicating the payee and the serial numbers of the Masses celebrated or being transferred.

### 5.10 BANK STATEMENTS

A bank statement with the return of the cashed cheques is preferred. It allows the accuracy of the information entered to be checked and the duly endorsed cheques to be kept for future auditing purposes. The monthly reconciliation compares each deposit and withdrawal with the transactions entered in the Fabrique's ledgers and verifies the account balance to avoid having insufficient funds and undue additional fees.

### MANAGEMENT OF THE MASS ACCOUNT IN SUMMARY

### <u>Upon Receipt</u>

- Enter in the Mass Offerings Register, the Mass Intention, the donor(s)' name, and the celebration date selected, if applicable.
- Transcribe this information in the Daily Mass Record, for the chosen date, indicating the serial number as well for the Mass.
- Issue a tax receipt for donors requesting one. Enter the Mass serial number as well on the receipt.
- Place the money collected (cash or cheques) in petty cash, noting the amount and the serial number(s) for the Mass(es).
- For each Funeral Mass collection, indicate the Fabrique's portion (75%) and the Mass Account's (25% in multiples of \$15) showing the deceased's name, the amount, the quantity and serial numbers for the Mass offerings.

### <u>Weekly</u>

- Withdraw from petty cash all the Mass Account money and prepare the deposit slip.
- Enter on the back of the deposit slip copy all the details of the deposit: quantity and serial numbers of the Masses well as any residual amount.
- Enter in the Daily Mass Record the celebrant's name for each Mass during the week and confirm the date of the Masses celebrated in the Mass offerings Register.

### <u>Monthly</u>

- Compare the data in the bank statement with the deposit book and Chequebook data.
- Verify the cheques cashed and staple them to the bank statement.
- File the statement for future reference.
- Reconcile the number of masses in the Mass Account: Take the Mass offerings balance at previous month end *plus* the number of new Mass offerings received this month *less* the number of Mass offerings celebrated or passed on, this month. Compare this to physically counting Masses not celebrated in the Daily Mass Record. (This result multiplied by \$15 constitutes the amount that should be in reserve for donor commitments; see the next paragraph.)
- Verify the cash in the Mass Account: investments *plus* money on hand *plus* money in the bank *less* outstanding cheques *less* masses celebrated or passed on that require payment. The balance should be slightly over the reserve calculated in the previous paragraph.

### <u>Annually</u>

• Complete the "Annual Reconciliation of the Mass Account" using the Form attached to the Annual Report.

# 6. DEFINITION OF BOOKKEEPING TERMS

# CAISSE DES OEUVRES

The *Caisse des oeuvres* is an account bringing together usually small amounts under the pastor's responsibility to allow him to help the disadvantaged.

This Account is optional as aid to the disadvantaged is normally provided via the Fabrique directly or an ad hoc committee (e.g., St. Vincent de Paul, a parish mutual aid committee, etc.).

When this Account exists, it is necessary **at year-end**, to prepare its Financial Statements within the Annual Report.

# 7. DEFINITION OF BOOKKEEPING TERMS

# COMBINED BALANCE SHEET

**At year-end,** a Fabrique must present a balance sheet showing its assets and debts via the Annual Report. There can be up to four (4) such balance sheets, each one corresponding to a different fund used by a Fabrique:

- Parish Fund Balance Sheet for each Fabrique
- Fonds cimetière Balance Sheet for Fabriques owning a cemetery,
- Fonds Services futurs Balance Sheet (if applicable)
- **Combined Balance Sheet** for all the Fabriques grouping together all the assets and liabilities for the above three funds.

### **ASSETS** - Combined Balance Sheet

### 101-0 <u>Cash</u>

Statement of the Fabrique's **liquid assets** in the accounts with financial institutions and petty cash at year-end.

### 141 <u>Miscellaneous</u>

Account used to identify other readily available assets such as "pre-paid expenses." It is important to specify the nature of this asset.

### 151 Investments including Capitalization

Account which is used to present the total amount of the investments owned by the Fabrique at year-end. (See Account 151 for each fund.)

Section 18 (i) of the *Act respecting fabriques* stipulates a Fabrique must invest its funds in presumably sound investments pursuant to the <u>Civil Code of Québec</u> (Section 1339). Diocesan Policy, in compliance with civil law, specifies the **authorized investment** types, i.e., term deposits, GICs (guaranteed investment certificates), bonds, loans and balance of sales.

Under Section 26 of the *Act respecting fabriques* and Diocesan regulations, a Fabrique must be especially authorized by the Bishop, <u>in particular for its</u> <u>cemetery</u>, to:

- Invest its capital,
- Redeem its investments, especially to utilize its capital,
- Borrow money.

For cemeteries, the surplus of capital investments must also be included. Refer to MGC Document 51.500.

### 171 <u>Land</u>

Statement of the value of the Fabrique's land according to the last **Municipal Assessment**.

In the case of cemeteries, when the cemetery land adjoins the Church, the assessed value of the combined Church and cemetery land is split in proportion to the area of each. **This procedure is essential** as the value of the cemetery land is used to set the fees for lot concessions and urn burial spaces.

### 172 <u>Immovables</u>

Statement of the value of the Fabrique's immovables (church, land, presbytery, garage, etc.) as per the **insured value**.

### 173 <u>Movables and Equipment</u>

Statement of the value of the Fabrique's movables (e.g., Church and Presbytery furniture, office equipment, cemetery tractor, liturgical objects, etc.) as per the **insured value**.

# LIABILITIES- Combined Balance Sheet

### 202 Portion of the Debt Due within One Year

The portion of outstanding loans that a Fabrique needs to repay **over** the next year; this must include the portion of the **line of credit** drawn (as of December 31). It should be noted that any loan must **first** be **authorized** by the Bishop via the Diocesan Treasurer's Office - Aide aux fabriques (Sect. 26 (d) of the *Act respecting fabriques*).

### 209 <u>Other</u>

Account used to identify other **liabilities** such as a "Deposit received in advance." It is important to specify the nature of this liability.

### 241 <u>Loans</u>

Total amount of loans with a maturity date of **over** one year. It should be noted that any loan must **first** be **authorized** by the Bishop via the Diocesan Treasurer's Office - Aide aux fabriques (Sect. 26 (d) of the *Act respecting fabriques*).

### 251 <u>Contingency Reserve: Parish Fund</u>

For the Parish Fund, an Account allowing a Fabrique to reserve an amount for **future needs** (e.g., church renovations, disaster contingency, etc.). By creating this liability, the Fabrique has "frozen" a matching amount in its investments for this purpose.

### 252 <u>Reserve: Parish Heritage Fund</u>

For the Parish Fund, an Account allowing a Fabrique to reserve **mandatorily** the proceeds from the **sale of an immovable** with a view to financing capital projects required for the Parish Mission (major renovations, facilities fulfilling basic needs, etc.). A withdrawal from this reserve necessitates the **express approval** of the Bishop. (See HAF <u>Document 43.300</u>).

### 255 <u>Cemetery Reserve: For Concessions</u>

For the *Fonds cimetière*, statement of all **amounts collected** for sepulture concessions, held in reserve to ensure their perennity and meet the cemetery's future needs (e.g., expansion) or the parish's depending on Diocesan policies to this end. This reserve must be covered by sufficient investments (Account 151). Refer to MGC Document 51.500.

### 256 <u>Cemetery Reserve: Long-Term Upkeep</u>

For the *Fonds cimetière*, statement of all **amounts collected in advance** from concession holders for long-term sepulture upkeep held in reserve to ensure that the Fabrique is in a position to meet its future commitments to them. This reserve must be covered by sufficient investments (Account 151). Refer to MGC Document 51.500.

### 259 <u>Services futurs</u>

Account being used to post the **amounts collected in advance** for any future services that have not been undertaken by year-end. (See *Fonds Services futurs*).

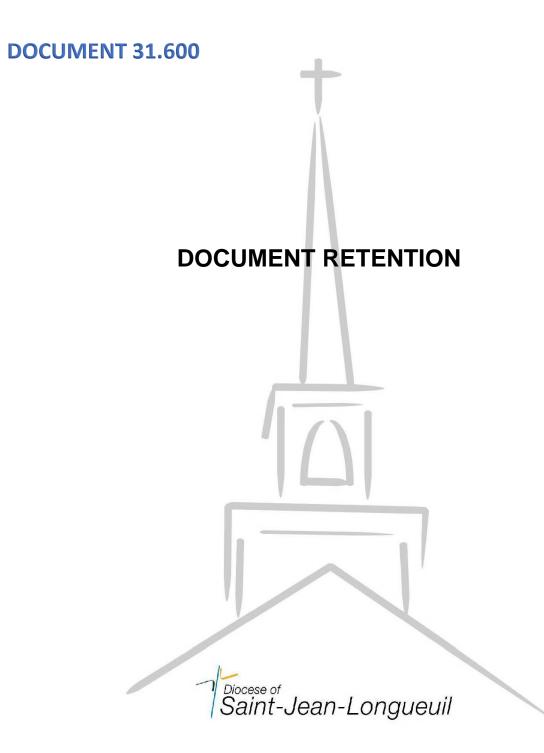
### 291 Operational Fund

Account representing the amounts which a Fabrique can provide immediately for its short-term transactions.

### 291 Fixed Assets Fund

Account representing the value of the Fabrique's movables and immovables.

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### For further information, contact:

The Diocesan Treasurer's Office – Aide aux fabriques: <u>fabriques@dsjl.org</u> The Chancellery: <u>chancellerie@dsjl.org</u>

# DOCUMENT RETENTION

### INTRODUCTION

The length of time for a document to be retained must consider the legal and administrative implications as well as the historical and heritage value as a witness to the history of a parish and the Church's as a whole.

For all document retention matters, the Diocese of Saint-Jean-Longueuil has been largely inspired by a publication of the *Assemblée des chanceliers et chancelières du Québec* titled *Les archives ecclésiales, diocésaines et paroissiales — Patrimoine archivistique de l'Église catholique,* released in June 2009.

The first part of this document presents the archive's heritage aspect. *"It deals with their origin, the canonical way of preserving them in a perspective of wisdom, serenity and hope. It emphasizes that the archives of the Church, source of life, are necessary for its mission and pastoral action."*<sup>1</sup> The second part updates the *Guide de gestion et de mise en valeur des archives paroissiales*, a 1999 publication of the Assembly of Quebec Catholic Bishops.

It is urged to purchase this book, consult it and use it as inspiration. As Fabrique members, we draw your attention to paragraphs 1.5: *Responsabilité des administrateurs paroissiaux* [Parish Administrator Responsibility] (page 38) and 1.7: *Un bien patrimonial à mettre en valeur* [Enhancing Heritage Property] (page 40).

In the following pages, the **main documents to be retained as well as their duration** are identified. The documents are categorized to facilitate future reference. In summary, it is considered that documents should be retained either permanently or for a period of seven or two years. The retention period may be extended to align with a renewal or some other date (the end of a warranty, for instance).

Care should be taken to safeguard individual privacy in handling archives, as per the Episcopal Decree presented in <u>Document 37.200</u> of the *Handbook of the Administration of Fabriques*. Thus, when a document is not to be retained, it needs to be destroyed (by shredding, for instance).

A Fabrique should maintain a safe place to store documents (safe from fire, theft, rodents and moisture) and make these directives known to the individuals concerned.

For any documents not listed here, please consult the book mentioned above or contact the Chancery.

<sup>&</sup>lt;sup>1</sup> Msgr. Simon Héroux, p.h., Chairman-Assemblée des chanceliers et chancelières du Québec, June 2009.

### FOR PERMANENT RETENTION

### Parish

- Decree of Canonical Erection of the Parish and its Head Office
- Map of Parish Boundary
- Documents Relating to the History
- Souvenir Albums of a Parish Founding Anniversary
- Various Statistics, including Population Data
- Parish Baptismal, Wedding and Funeral Registers and Related Documents (e.g., Adoptions, Name Changes)
- Sepulture Register (Ref. MGC Document 51.100)
- Marriage Dossiers (Enquiries)
- Decree of Dissolution of Former Parishes (in the Case of a Consolidated Parish)

### Fabrique

- Lists of Members (Chairs, Pastors, Churchwardens [Wardens]) and the Duration of Their Mandates
- Chairs of Fabrique Meetings (Letters of Nomination)
- Notices of Calling of Fabrique Meetings and of Meetings of Parishioners
- Registers of Fabrique Meeting Minutes and Minutes of Meetings of Parishioners
- Fabrique Bylaws for Internal Management
- Correspondence regarding Matters of Importance
- Legal Documents (Judgements, Notarial Deeds, etc.)

### Various Committees

- Constitution, Statutes, Mandates, Bylaws
- Lists of Members
- Minutes
- Policies, Procedures, Standards, etc.
- Annual Administrative Reports

### Bookkeeping

- Annual Financial Statements (Parish Fund, *Fonds cimetière*, *Fonds services futurs*, Mass Accounts and *Caisse des œuvres*)
- Audit Reports
- Other Funds (Foundations)
- (Specimens of) Cashed Cheques and Voided Cheques

### Various Contracts

- Purchase or Sale of Movable Goods
- Significant Grants
- Proofs of Loans, Hypothecs, Debts

# Immovables (Real Property)

- Inventories of Immovables
- Contracts for the Sale ands Purchase of Immovables
- Property Deeds
- Servitudes
- Plans of Premises and Layout
- Construction, Major Renovation and Repair Contracts, Plans and Specifications

# Movable Goods

- Inventories
- Contracts of Alienation of Movable Goods and their Approval by the Bishop
- Works of Art

# Personnel

- Nominations and Mandates of Mandated Personnel
- Lists of Personnel, Job Positions Held, Duration of Their Mandate or Employment

# Cemeteries

- Establishment / Modification
- Layout and Subdivision Plans
- Regulations
- Lot Concessions
- Maintenance Contracts (or Payment Receipts in the Absence of a Contract)
- Interment and Exhumation Permits
- Sepulture Registers

### **RETENTION FOR A PERIOD OF 7 YEARS**

**Note:** The retention period of a document could be extended to correspond to a renewal date (e.g., insurance contract), to an expiration date (e.g., duration of a warranty) or while it is in force (e.g., certificate of deposit).

### Fabrique

- Oath-Taking Document for Wardens
- Letters of Resignation
- General Correspondence (Matters of Lesser Importance)

### Bookkeeping

- Budget Estimates
- General Ledger (The Complete Books)
- Statements of Receipts and Disbursements
- Other Bookkeeping Records
- Chart of Accounts (When Computerized)
- Accounts Receivable
- Banking Transactions (Deposit Slips, Statements, Accounts, Reconciliations)
- Accounts Payable
- Diocesan Monthly Reports
- Gift Registers (Chiefly Employed to Issue Tax Slips)
- Cheques Cashed
- Invoices (or According to the Expiration of a Warranty)
- Petty Cash Record (Supporting Documents)
- Mass Offerings Register (Once Completely Filled Out)
- Source Deductions (Forms)
- Pay Slips (T-4, T-4A et RL-1)
- Fees, Casual Payments (Supporting Documents)
- Special Collections, Fundraising (Statements, Reports)
- Reports and Registrations filed with the Inspector General of Financial Institutions
- Charitable Organization Forms (T-3010 and TP-985.22-V)
- Register of Donations (Employed Chiefly to Issue Tax Slips)

### Contracts

- Proofs of Investments, Loans Receivable, Loans Payable
- Insurance Policies
- Long-Term Premises Rentals (One Year and Over)

- Payroll Journal
- Benefits Management
- Individual Personnel Files
- Work Conditions
- Work Accident Files
- Collective Insurance Policy
- Personnel Training and Development (Programs, Criteria, Procedures, Sessions)
- Appraisals (Criteria, Procedures)

### **RETENTION FOR A PERIOD OF 2 YEARS**

### Bookkeeping

- Tax Receipts received
- Other Fiscal Documents (e.g., Collection Envelopes)

### Contracts

- Short-Term Premises Rental (Under One Year)
- Rejected Tenders
- Ballots for Elections of Wardens

### **Reference Material**

- Les archives ecclésiales, diocésaines et paroissiales Patrimoine archivistique de l'Église catholique (Origine-Conservation-Perspective), Assemblée des chanceliers et chancelières du Québec, Wilson & Lafleur, 2nd Quarter, 2009.
- *T4012 T2 Corporation Income Tax Guide* (Form T4012 Rev. 09), Canada Revenue Agency.
- *Guide RC4108, Registered Charities and the Income Tax Act (Form RC 4108),* Canada Revenue Agency. **No longer available**
- Income Tax Information Circular (No.: IC78-10R5), Canada Revenue Agency.

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# **DOCUMENT 31.700 FABRIQUE MONTHLY REPORT FORM** Diocese of Saint-Jean-Longueuil

**For further information, contact:** The Diocesan Treasurer's Office – Aide aux fabriques: <u>fabriques@dsjl.org</u> **To obtain a copy of this Form, contact:** The Diocesan Treasurer's Office – Accounting: <u>financement@dsjl.org</u>

### GENERAL NOTES REGARDING THE MONTHLY REPORT

The Fabriques in the Diocese must fill in a Monthly Report of the various payments made to be submitted to the Diocese. The Report Form has two components:

- Monthly Fabrique Report,
- Monthly Mass Account Report under the Authority of the Pastor.

#### Source of the Form:

- The Diocesan Treasurer's Office Accounting sends out to the Parish Secretaries each year the Form in EXCEL format covering a twelve-month period starting in September of the current year and ending in August of the following year.
- The Form is specific to the year. It is therefore requested to use the new Form for each new twelve-month period and not an older version of the Form.

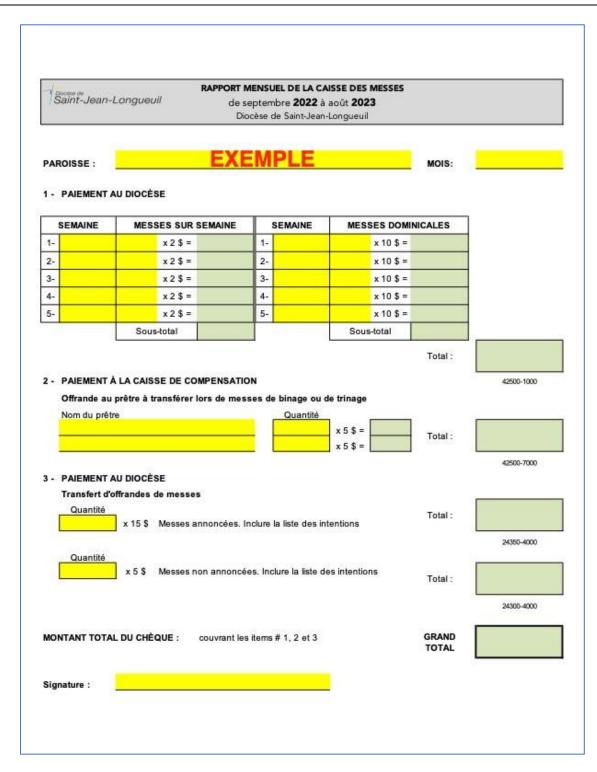
#### **Cautions when Completing the Fabrique Form:**

- To facilitate the use of the Form and avoid errors, it is recommended to complete it on the computer screen and thereby take advantage of the automatic calculation of certain cells (highlighted in green).
- Item #1 Cathedraticum: The contributions to the cathedraticum must be made in 12 instalments. (See HAF <u>Document 42.100</u>).
- Item #2 Special Collections (See HAF <u>Document 42.200</u>):
  - At 10 in number, the special collection for Diocesan Offices is optional provided that the Fabrique has attained its objective for its contribution to the Association paroisse-diocèse. (See HAF <u>Document 32.300</u>.) Otherwise, this collection remains obligatory.
  - If this collection is made jointly with another parish, indicate this on the Form.
  - A Fabrique must submit three-fifths (3/5) of the money received via any type of collection. If specific envelopes were used for special collections, the amount contained in these envelopes must be added to the total for collections.
- Item #5 Payment of invoices: The invoices due must be entered under this heading <u>except for</u> the Contributions to the Lay Personnel Group Insurance Plan, which is entered under Item #4.

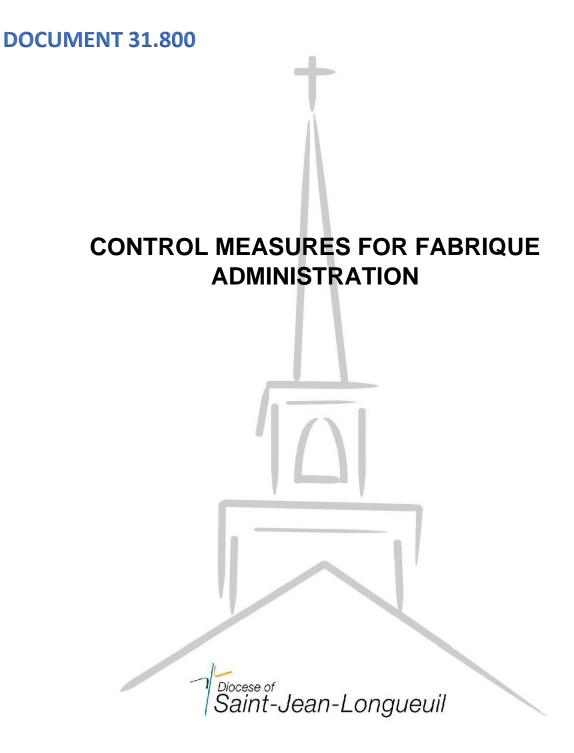
#### Cheques Submitted with the Monthly Report:

- A cheque for the total amount due for the Fabrique Report,
- A separate cheque for the total of the Mass Account Report,
- Cheques payable to "Diocese of Saint-Jean-Longueuil."
- The cheques and the report are submitted to the Diocesan Treasurer's Office Accounting.

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	le nom de la paroisse si la quête a été réal	isée conjointement		
Cotisation au Régime o		isée conjointement		
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For further information, contact:

The Diocesan Treasurer's Office – Accounting: <u>comptabilite@dsj.org</u> The Diocesan Treasurer: <u>econome@dsjl.org</u>

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### CONTROL MEASURES IN FABRIQUE ADMINISTRATION

A Fabrique must implement controls to prevent internal and external fraud and protect those who must handle money or represent the Fabrique.

The objective of this document is to protect Fabriques, pastoral organizations, volunteers and members of the personnel. These guidelines are intended to help those responsible to adopt a mode of operation that is the clearest and most effective possible. It is not meant to be a question of trust or not towards the individuals involved but of respect for the basic rules of business.

The basic principle is simple: always have two people involved in transactions, in compliance with the Fabrique Bylaws, No. 1 (Article 6) and No. 2.

#### **GENERAL MANDATES:** Annual Nominations

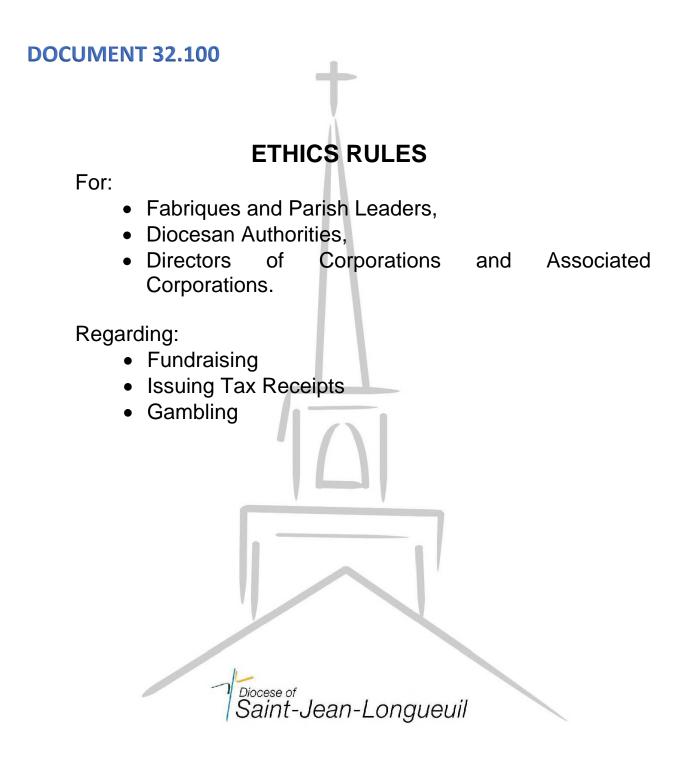
At the start of each fiscal year, the Fabrique must update its list of personnel mandated to represent it for its current operations. These nominations are brought about via a Fabrique Resolution (Ref. HAF <u>Document 33.400</u>). The following nominations and guidelines should appear:

- a) Cheque signatories and all the banking instruments:
  - Nominate at least three people: usually, the Chairperson of the Fabrique Meeting, the parish priest and the treasurer,
  - It is essential to have two signatures for cheques and electronic transactions,
  - Each cheque must be accompanied by a supporting document (invoice, payment notice, etc.),
  - The person issuing a cheque must not be mandated to sign it,
  - Prohibit signing a cheque in advance (no blank cheques),
  - Avoid electronic signatures; if used, it should be exceptional and limited to only one of the two signatures.
- b) Signatories for tax receipts.
- c) The person designated to do the payroll and the bookkeeping.
- d) The signatory(-ies) for sepulture and maintenance contracts at the cemetery,
- e) Persons with access to Internet transactions (access code):
  - Any electronic transaction must be "signed" by two people.
- f) People with access to the safe as well as modifying the combination when replacing these persons.

#### SPECIFIC MANDATES

Always have two signatories for signing contracts or important matters.

Some examples are major purchases, a renovation contract, a notarial act, a specific agreement with a municipality or any other body.



#### For further information, contact:

The Diocesan Treasurer's Office – Aide aux fabriques: <u>fabriques@dsjl.org</u>

### ETHICS RULES

#### LEXICON

#### Officials:

By *officials* are meant the Fabrique of a parish, the Diocese, board of directors of one of its corporations or of an associated organization.

#### **Corporations or Other Legal Persons:**

A distinct legal entity incorporated by virtue of the *Roman Catholic Bishops Act* (L.R.Q., Chapter E-17), for instance:

- The Roman Catholic Bishop of Saint-Jean-Longueuil,
- La Fondation Mgr Gérard-Marie Coderre,
- Le Phare de Longueuil,
- Chemins de vie,
- Fonds de soutien Coup de pouce,
- La Corporation Mgr Forget.

#### Associated Organizations:

An organization that is related to the Diocese, either by the ends it pursues or by an administrative, legal or decision-making connection, for instance:

• The Sanctuary of St. Marguerite d'Youville.

#### **Registered Charity:**

A Fabrique of a parish, the Diocese or one of its corporations or associated organizations which, because of its registration with the two governmental authorities, is authorized to issue tax receipts.

This document has been prepared by the Diocesan Treasurer's Office - Aide aux fabriques, following consultation with parish officials, Fabrique members and Diocesan officials.

### ETHICS RULES

#### INTRODUCTION

**Applying ethical rules** during fundraising campaigns whether it relates to Parish Dues, the Annual Parish Contribution (APC), a Diocesan financing campaign or even underwriting for the benefit of a corporation or an associated organization, is a very important factor in maintaining the trust of donors and spurs people to keep on donating, supporting the Church or the charity involved, from one year to the next.

A registered charity whether it be a Parish Fabrique, the Diocese, and one of its corporations or associated organizations, has the right to issue tax receipts. If we want to demonstrate the values of justice, righteousness and integrity, and if, furthermore, we want to adhere to the *Income Tax Act*, **the issuing of tax receipts must be done with professionalism**. Even if, at first sight, it might appear advantageous to "offer an easy access" to tax receipts, many donors will conclude that they should not trust officials who do not respect either tax rules or evangelical values.

To date, there is no evidence that this trust has waned, at least in terms of the generosity of those who participate in funding of parishes, the Diocesan Church and its corporations or associated organizations. The fundraising challenge we face is largely dependent on a small number of participants. Perhaps, by improving the way we communicate our needs, by being more transparent in our management and in being more specific in our responses to questions from "regular or prospective" donors, **more people, especially the youth, would agree to give and/or volunteer to work** in fundraising.

A well-informed donor is an asset to any official raising funds. Donors need to have easy access to information about the specific charity, the corporation, the work, the project, etc. which they wish or agree to support. They are then able to make informed decisions and become "informative advocates" in their circles.

This document considers the *Act respecting fabriques*, the suggestions and recommendations of the *Canadian Centre for Philanthropy*, and the findings of the *Broadbent Report* (February 1999) following a Roundtable on Accountability and Governance in the Voluntary Sector.

The content of this document enhances the methods and regulations already in use in the Parish Fabriques and the organizations associated with the Diocese.

### 1. INDIVIDUALS RESPONSIBLE FOR FUNDRAISING

#### 1.1 Commitments Relative to the Activity Itself

The fundraisers **must be committed** to the purpose for which they are soliciting and the expectations of those being solicited. This commitment comprises several elements, **for instance:** 

- Being attentive in carrying out their responsibilities to the trust placed in them by donors,
- Being as transparent as possible in their communications with donors and stakeholders, by making information accessible on request,
- Providing detailed information on how the organization discharges its responsibilities and on what results have been achieved,
- Practising prudent management of the funds received from donors by avoiding conflict of interest situations,
- Taking responsibility for less than positive performance,
- Recognizing the problems for which the organization, its leaders and personnel may be responsible or which they have neglected to correct.

#### **1.2 Commitments Relative to Voluntary Workers**

Volunteers have **a special place** in our Church. Without them, the pastoral, administrative and financial personnel would be helpless and unable to carry out their mission fully.

#### The use of volunteers requires equal attention to that given to paid personnel.

The involvement of volunteers is not just limited to being present and doing unpaid work. It requires work related to selection, supervision, training and recognition. For that reason, **parish and Diocesan leaders and Fabrique members working with volunteers ought to:** 

- Develop a clear policy on the recruitment, supervision and recognition of volunteers,
- Provide volunteers with a detailed description of their tasks and activities, ideally presented as a "volunteer work contract,"
- Adopt a simple code of ethics for volunteers to subscribe to,
- Provide appropriate training and information,
- Recognize publicly the essential contribution of volunteers,
- Where applicable, set explicit rules about the reimbursement of expenses.

# 2. ETHICAL RULES RELATED TO FUNDRAISING AND FINANCIAL ACCOUNTABILITY

#### 2.1 **RIGHTS OF DONORS**

- 2.1.1 All donors (individuals, estate successions, companies and foundations) may obtain an official receipt for a donation for income tax purposes (See Attachment.) In the case of non-monetary donations (gifts in kind), donors may obtain an official tax receipt that reflects the fair market value of the donation. Certain donations, such as volunteer time, services rendered, anonymous donations, etc. do not qualify for an official tax receipt. Officials may determine a minimum amount for automatically issuing a receipt. A receipt will only be issued on request for donations under a set minimum.
- 2.1.2 All fundraising drives done by a Fabrique, a permanent or an ad hoc committee set up by the Fabrique, as well as by the Diocese or one of its corporations or by an associated organization **must specify the name of either the parish, the Diocese, or the ad hoc committee as well as the purpose of the fundraising.** Written solicitations must also include the address and other contact details enabling officials to be reached.
- 2.1.3 Current and prospective donors are entitled, on request, to receive the following documents:
  - The last financial report and financial statements adopted by the Fabrique or the Conseil diocésain des affaires économiques (CDAÉ), by the corporation or associated organization,
  - The Registration Number (BN) issued by the Canada Revenue Agency to the organization,
  - All information contained in the public portion of the last *Registered Charity* Information Return (Form T3010) filed by the charity with the Canada Revenue Agency and Form (TP-985-22 [French] or TP-985-22-V [English]) from Revenue Quebec, (See HAF <u>Document 22.100.</u>)
  - The list of the Fabrique members or of the board of directors,
  - A copy of these *Ethical Rules Related to Fundraising and Financial Accountability.*
- **2.1.4** The current and prospective donors are entitled, on request, to know whether the person seeking funds on behalf of the parish or of the Diocese is a volunteer, an employee or a paid fundraiser under contract.
- **2.1.5 Donors will be encouraged to contact a consultant** if the Fabrique or the Diocese has reason to believe that a prospective donation (especially for a large sum) could significantly affect their financial situation, taxable income or their relationships with other family members.

- 2.1.6 Donors requesting anonymity will have their request respected.
- **2.1.7** The privacy of donors will be respected.
- 2.1.8 If a Fabrique or the Diocese exchanges or shares its list of current and prospective donors with other charities connected with the Catholic Church, any request from a donor to be excluded from that list will be adhered to.
- 2.1.9 Current and prospective donors will be treated with respect. All possible efforts will be deployed to accommodate their requests to:
  - Limit the frequency of solicitations,
  - Not be solicited by telephone or any other technological means, and
  - Receive printed documents regarding fundraising.
- 2.1.10The Fabrique or the Diocese (one of its corporations or associated organizations) will respond promptly to any complaint made by current and prospective donors regarding any matter addressed in these *Ethical Rules Related to Fundraising and Financial Accountability*. A designated member of the personnel or a volunteer will first attempt to answer the complainant's questions. A complainant whose request is not met will be advised that he/she may appeal in writing to the Fabrique or the board of directors or a designated representative and will be advised in writing of the decision.

#### 2.2 FUNDRAISING PRACTICES

- 2.2.1 Solicitations made for fundraising purposes shall:
  - Describe accurately the intended use of the donated funds,
  - Respect the dignity and privacy of the individuals who benefit from activities implemented by the parish, Diocese, corporation or associated organization.
- **2.2.2 Volunteers, employees and individuals paid under contract** who seek or receive donations on behalf of the Fabrique and the Diocese must:
  - Comply with the provisions of these *Ethical Rules Related to Fundraising and Financial Accountability*,
  - Act with honesty and integrity and comply with all relevant laws,
  - Comply with relevant provisions of professional codes of ethics, etc.,
  - Cease soliciting a prospective donor who considers the solicitation to be harassment or excessive pressure,
  - Only solicit for one cause at a time,
  - Immediately declare any real or perceived conflict of interest,
     Not accept any donation for purposes incompatible with the charity's goals or mission.
- **2.2.3 Paid fundraisers**, whether employees or consultants, are compensated on a salary or fee basis. They are not entitled to bonuses, commissions or other forms of payment based on the number of donations received or the amount of funds raised.

- 2.2.4 Neither the Parish Fabriques nor the Diocese will sell its donor list. The exchange or other sharing of a charity's donor list must exclude the names of donors who have requested this. If the donor list is exchanged or otherwise shared with an organization other than the Diocese or a Fabrique, the sharing will be for a specific duration and purpose and will be limited to charities associated with the Diocese of Saint-Jean-Longueuil. A resolution of the Fabrique or of the board of directors, approved by the Bishop, will be required.
- **2.2.5** A Fabrique or the board of directors will be advised, at least annually, **of the number, type and resolution of complaints from** current or prospective **donors** relating to the issues addressed in these *Ethical Rules Related to Fundraising and Financial Accountability*.

#### 2.3 FINANCIAL ACCOUNTABILITY

- **2.3.1** The financial affairs of a Fabrique, the Diocese, a corporation or an associated organization will be managed in a responsible manner, **in accordance with the ethical obligations of management and the legal requirements** of provincial and federal regulations.
- **2.3.2** All **donations will be used to meet the objectives of the charity**, as registered with Revenue Canada and Revenue Quebec.
- **2.3.3 For gifts in kind**, it is possible to issue a tax receipt with the proviso that the donation can be **assessed at fair market value**. This fair market value must exclude any commissions paid, if any, as well as GST and QST. (See Attachment.)

**Note:** Certain forms of financing may exclude the issuing of tax receipts, for instance: the sale of products or certain activities. These activities may involve other ethical considerations that are not covered in this document.

2.3.4 Restricted or designated donations will be used for the purpose for which they were given. Should it be necessary to change the allocation of funds due to program or organizational changes, alternative allocations will be considered, to the greatest extent possible, with the donor or the donor's legal counsel. If no agreement can be reached with the donor or his/her legal counsel regarding possible alternative uses of a restricted or designated donation, the Fabrique or Diocese will return the unused portion of the donation. If the donor is deceased or legally incompetent and the charity is unable to reach the estate or its legal counsel, the donation will be used in a manner most consistent with the donor's initial intentions.

#### 2.3.5 Annual Financial Reports:

- Will be factually based and accurate in all material respects,
- Will state the:

<u>Total amount of revenues</u> from fundraising (with tax receipts issued or not), Total amount of fundraising expenses,

Total amount of expenses allocated to charitable activities (including donations to other charities).

- Will show government grants, subsidies and contributions separately from other donations and be prepared in accordance with GAAP (the Generally Accepted Accounting Principles).
- **2.3.6** Only **the amount of money strictly necessary** for effective management and resource development will be allocated to the administration and organization of fundraising.
- **2.3.7** The Fabrique and the Diocese's *Conseil diocésain des affaires économiques* (CDAÉ), its corporations or associated organizations will regularly review the cost-effectiveness and efficiency of the fundraising program.

#### 2.4 **RESTRICTIONS ON THE FINANCING METHODS**

The following solicitation and financing practices **are not permitted**:

- All gambling (see item No. 4 below),
- The use of a company or agency to collect the Parish Dues or the Annual Parish Contribution (APC).

**Note:** For further information, contact officials of the Diocesan Treasurer Office's – Aide aux fabriques or, in the case of corporations and associated organizations, the Diocesan Treasurer.

### 3. ELIGIBLE DONATIONS AND ISSUING OF AN OFFICIAL RECEIPT

#### 3.1 IMPORTANT RESPONSIBILITY

Providing tax receipts is an important responsibility that should not be taken lightly. Heavy penalties may be assessed on the issuer of invalid receipts and/or for unsupported amounts. The registered charity (in this case, a Fabrique, the Diocese or one of its corporations and associated organizations) could, *inter alia*, **have its right to issue such receipts withdrawn**, depriving it of an essential source of revenues represented by charitable donations.

#### 3.2 GUIDING PRINCIPLES

Only **amounts received** by an organization as **charitable donations** and intended for the organization can be receipted for income tax credits.

Normally, an amount received is considered a donation if the following **three conditions** have been met:

- The organization receiving the donation is a registered charity,
- The donation was voluntarily transmitted,
- The donor has no expectation of any kind of benefit.

#### 3.3 ELIGIBLE DONATIONS

The following donations are eligible for a tax receipt:

- Parish dues,
- Annual Parish Contributions (APCs),
- Collection amounts **identified** from an envelope with the donor's name or number,
- Mass Intentions Offered (Ref. HAF <u>Document 42.300</u>),
- Donations for a sanctuary lamp,
- Any other monetary donation (cash or cheque) **identified** with the donor's name, for instance, during a special fundraising campaign or for the purposes of a corporation or an associated organization.

**Note:** In an attachment is a summary table that should be posted. The Quebec government site may also be consulted. <u>Official Receipts for Charities</u><sup>1</sup>

<sup>&</sup>lt;sup>1</sup> Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on both tabs.

#### 3.4 SPECIAL CASES

The following donations are eligible for an income tax receipt under certain conditions:

#### 3.4.1 Gifts in Kind

When a charity receives a **movable asset** (e.g., a fax machine, an organ, furniture, etc.) typically from an individual who already had possession of it. The following rules must be applied:

- If a donor requests a tax receipt, the charity will need to arrange a written assessment for the fair **market value** of the item by an independent, qualified expert or receive a recent invoice for the acquisition of the item. It is the amount of the appraisal or invoice that will be entered on the receipt (excluding any taxes paid).
- If the donation comes from the supplier of the item (say, a PC donated by a computer store), an invoice for the price of the item must be obtained, the sales taxes remitted to the supplier and a tax receipt issued for the **pre-tax** value of the item.
- In the case of a **brand-new item**, il would be preferable for the charity to receive a cash donation, allowing it to acquire for itself an item truly meeting its needs, claim a rebate of half of the taxes paid and be assured that the warranty will be honoured.

The *Handbook* of *the Administration of Fabriques* in <u>Document 31.500</u> specifies the bookkeeping transactions to be entered in the Fabrique ledgers for the case of a gift in kind<sup>2</sup>.

#### 3.4.2 Donations Related to an Activity

When a charity engages in an activity, a tax receipt may only be given for the "**donation portion**" of the amount requested (say, a charity dinner for \$150 per person: meal cost = \$55; donation = \$95). This specification of the split between the registration price and the donation amount must be inscribed on the ticket for the activity. However, the expense for the activity must not be over the amount shown (i.e., \$55 in this instance). The amount eligible for a tax receipt coincides then with the **excess** of the fair market value of the item or service rendered.

#### 3.4.3 Donations of Works of Art

There are specific requirements for donations of works of art:

- The individuals donating will only be entitled to a tax receipt when the donated work has been **sold** by the charity.
- This sale must, however, occur before the end of the fifth year following the donation.
- The amount of the receipt must then be the lesser of the sale price of the work and its fair market value at the time of sale.
- If the organization retains the work of art, it will issue a receipt for the fair market value as determined in writing by an **independent expert**.

<sup>&</sup>lt;sup>2</sup> The *Registered Charity Information Return* (T3010 Federal and TP-985-22 - French and TP-985-22-V in English) provide for the disclosure of these donations.

#### **3.5 INELIGIBLE DONATIONS** (Ref. Attachment)

The amounts remitted in the following cases are not recognized by both levels of government as being eligible for **tax receipts**:

#### 3.5.1 Donations of Service

A receipt **may not be** given for volunteer time, efforts or skills.

Nevertheless, nothing prevents a charity from paying for services and subsequently getting back all or part of the payment as a donation. In such a case, the donor must declare this income, which is taxable, as earnings or business income. In other words, there needs to be exchanges of money both as payment and as a donation. The donation, however, would be an income tax deduction.

#### 3.5.2 Obtaining a Service or a Good

An official receipt may not be issued when an individual remits money to a charity **with a view to obtaining** a service or good. In this category may be classified:

- A wedding or funeral,
- An extract of baptism or other certificates,
- Votive lights,
- An interment at a cemetery,
- A concession for a lot at a cemetery (or niche in a columbarium),
- Annual or long-term upkeep of cemetery lots,
- Monument base,
- Entrance fee for an activity (say, cost of a meal).

Receipts for the above purposes are issued in duplicate and do not bear the charity's registration number. They should bear, however, their own pre-printed serial number.

#### 3.5.3 Anonymous Donations

A donation without identification is **not eligible for a receipt** (say, cash placed in a basket during a collection). This prohibition is applied even if an individual making this request, signs an affidavit affirming that he/she did indeed contribute the specified amount. Such an affidavit has no legal value.

#### 3.5.4 Donations Meant for a Third Party

A charity may not issue an official income tax receipt if it is acting as an **intermediary**, i.e., if the donor requests that the donation be forwarded to an individual, family, estate succession or another organization. Such a donation is being given to the individual, family or succession and not to the charity.

**Note:** Exceptionally, a Fabrique may issue a tax receipt when the donation is intended for the Diocese or for a cause recognized by the Bishop, the Assembly of Quebec Catholic Bishops or the Canadian Conference of Catholic Bishops (say, special collections, see the *Handbook for the Administration of Fabriques*, <u>Document 42.200</u>.) These charities are considered as working in unity for the same goals.

#### 3.5.5 Donations Remitted to an Independent Committee or Organization

Certain committees or organizations independent of the Fabrique or the Diocese solicit donations without having filed a charter or registered as a charity. **These entities may not issue official tax receipts**. It is also completely illegal for the Fabrique or the Diocese to issue a tax receipt for amounts that are not intended for their use, as is the case for a donation to a third party (see item 3.5.4 above).

#### 3.6 OFFICIAL TAX RECEIPTS ISSUED BY A CHARITY

An official tax receipt must comply with the following elements:

- Be issued in **four copies** including three given to the donor (one for his/her records and one for each level of government); the fourth must be retained by the organization,
- Each receipt must have **its own** pre-printed, consecutive serial **number** (the numbering must not be restarted at zero nor skip any numbers); in case of error, the receipt must be retained with the notation "Void,"
- State on the receipt: "Official Receipt for Income Tax Purposes,"
- Enter the organization's **registration number** (the Federal Business Number for a Registered Charity),
- Enter the official name and full address of the organization,
- Enter the **tax year** in which the donation was received; an amount received after December 31st of the year must be included in the following tax year,
- Enter on the receipt the amount of the donation or the total of the donations accumulated during the year,
- Enter the name and address of the donor,
- Specify the place and date that the receipt was issued,
- The receipt <u>must be signed</u> by an authorized individual (mandated by resolution of the Fabrique).

**Note:** Computer-generated official receipts are acceptable if they produce the above-mentioned information.

To learn more about issuing tax receipts, click on the Revenue Quebec link: <u>Official</u> <u>Receipts for Charities</u><sup>3</sup>



<sup>&</sup>lt;sup>3</sup> Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on both tabs.

ATTACHMENT

## SUMMARY RULES FOR ISSUING OFFICIAL TAX RECEIPTS

For posting at the secretary's office for a charity:

### **ELIGIBLE DONATIONS**

- PARISH DUES
- ANNUAL PARISH CONTRIBUTION
- COLLECTIONS IN AN ENVELOPE WITH THE DONOR'S NAME OR NUMBER IDENTIFIED
- MASS INTENTIONS OFFERED
- SANCTUARY LAMPS

### DONATIONS ELIGIBLE IN CERTAIN CIRCUMSTANCES

- GIFTS IN KIND (A GOOD) AT FAIR MARKET VALUE
- DONATIONS RELATED TO AN ACTIVITY (EXCESS OF FAIR MARKET VALUE OF A GOOD OR SERVICE)
- DONATIONS OF WORKS OF ART AT FAIR MARKET VALUE

### DONATIONS NOT ELIGIBLE

- DONATIONS OF SERVICE
- ANONYMOUS DONATIONS
- DONATIONS PAID FOR A SPECIFIC PERSON, FAMILY OR SOME OTHER ORGANIZATION
- WEDDINGS
- FUNERALS
- (EXTRACTS OF) BAPTISMAL AND OTHER CERTIFICATES
- VOTIVE LIGHTS
- INTERMENT
- CONCESSION OF LOTS IN CEMETERY OR A NICHE IN COLUMBARIUM
- ANNUAL OR LONG-TERM UPKEEP OF CEMETERY LOT
- MONUMENT BASE
- ENTRANCE FEE FOR AN ACTIVITY

### 4. THE USE OF GAMBLING

#### Bingo — Lotteries — Casinos — "Scratch-off" Tickets — Drawings—etc.

#### INTRODUCTION

The revelation of Jesus manifests God's generosity towards humanity and calls them to respond to the Father's love with a similar attitude of generosity. St. Paul relied on the generosity of the faithful to maintain the earliest Christian communities and to help one another. In the same way, the Church herself is also called today to proclaim the validity of Christian generosity. As bingo, for example, has become an obstacle to an attitude of generosity in the Church, it cannot be suitable for an ecclesial community that is aware of its mission and the importance of its witness. In fact, in many of the participants, it fosters greed and an attitude of self-centredness and wealth rather than learning to be open to others and sharing. If the Church's image is tarnished by the existence of bingo games and is perceived as an institution attached to money, it is not effectively fulfilling its mission of revealing the Kingdom of God.

#### 4.1 BACKGROUND

In the 1960s and 1970s, in several places, a shift in financing occurred from direct financing by users of parish communities to indirect financing through a lucrative activity called bingo. Even if the organizers' intentions were laudable and this game of chance was a leisure activity for some people, the fact remains that this activity is in a large part a business, whose primary purpose is profit. The Church's credibility has been undermined, as the Church has a duty to reveal the image of Jesus Christ through the openness of her daily life.

Occasionally or following the initiative undertaken since the spring of 1976 by the *Comité diocésain des bingos*, eleven of the fourteen Fabriques concerned either have ceased holding bingo games or set a date for their imminent cessation, i.e., before the end of 1978, when the policy came into effect. This bears witness to an improvement in the financial situation of these Fabriques, but more importantly it demonstrates the acceptance by local administrators of the rationale behind the Diocesan policy and a conscious effort to use alternative sources of revenue.

Since 1978, other means of financing based on games of chance have emerged (lotteries, casinos, "scratch-off" cards, raffles). The current policy is therefore intended to update the existing one by considering today's realities.

#### 4.2 POLICY STATEMENT

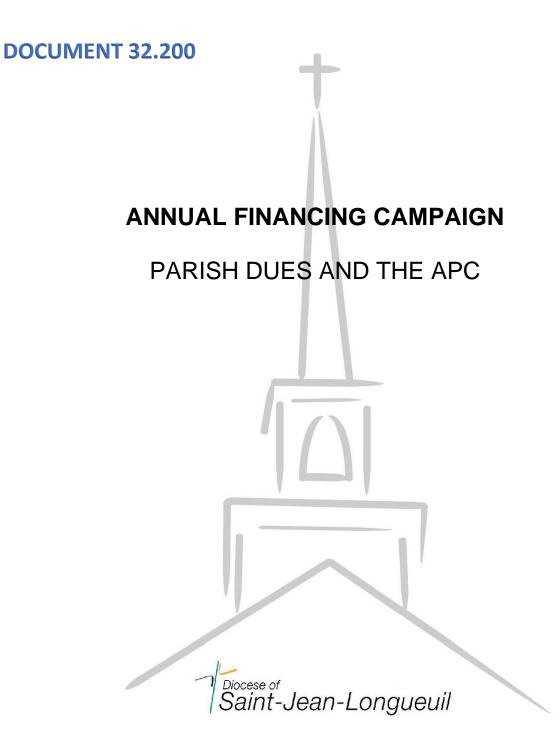
- **4.2.1** For **no** reason whatsoever, **may** a Fabrique, corporation or associated organization **institute** bingo games or use any other means of financing based on gambling (games of chance) (lotteries, casinos, "scratch -off" tickets, raffles, etc.).
- **4.2.2** A Fabrique, corporation or associated organization **shall not benefit financially** from any means based on gambling, even if organized or administered by an organization other than a Fabrique, corporation or associated organization.
- **4.2.3** A Fabrique, corporation or associated organization **may not rent or lend its premises** to any organization whatsoever for the purposes of holding gambling sessions. Door prizes for an activity, awarded by a drawing, are however permitted.
- **4.2.4 Exceptionally,** the Bishop might take into consideration particular circumstances justifying **an exceptional case**. It is the responsibility of the Diocesan Treasurer to indicate to a Fabrique, corporation or any other organization connected with the Church the procedure to be followed in this regard. In all such cases, **the following criteria must be applied:** 
  - This exception may not be granted unless it is to finance **a specific project** and not routine operations (say, major renovations).
  - The use of such a means of financing may only be **exceptional and non**recurring.
  - This exceptional means of financing must be **part of a package of various means of fundraising** (this means being additional to others).
  - This project must aim to reach out primarily to the members of the community without prejudice to other parishes.
  - This project must be under the responsibility of the Fabrique or the board of directors of a corporation or an associated organization and organized by them or by an ad hoc committee mandated by them, within the framework of existing laws and regulations.

#### 4.3. CONCLUSION — TOWARDS A CHURCH MORE MINDFUL OF ITS MISSION

The Diocesan authorities sincerely believe that the administrators of Fabriques or any other charity connected to the Church, present and future, will succeed in finding other sources of revenue. They will thereby collaborate in building a Church more mindful of its mission, especially in developing an attitude of generosity.

The promotion of revenue sources in the Christian community is a service. To the extent that people providing such a service are inspired by Gospel values, the Lord is with them and through them builds his Church in the world.

Section 30



#### For further information, contact:

The Diocesan Treasurer's Office – Financing Support: <u>financement@dsj.org</u> The Diocesan Treasurer's Office – Aide aux fabriques: <u>fabriques@dsjl.org</u>

#### THE ANNUAL FINANCING CAMPAIGN An Appeal to All Parishioners

#### INTRODUCTION

To fulfil its responsibilities, engage in its activities, to set up its projects and initiatives, a parish needs people, premises and equipment. This requires financing that is commensurate with needs.

Traditionally, parish officials and Fabrique members have available two ways of raising funds: parish dues and collections.

The majority of the Fabriques of the Diocese of Saint-Jean-Longueuil have taken up and admirably continue to take up the challenge of financing their parishes. Each year, in addition to collections, the Fabriques organize the collection of parish dues and officials generously devote a lot of time and attention to this. Yet, some Fabriques find it more advantageous to rely on an Annual Parish Contribution (APC).

Being a member of a Fabrique is a responsible way to contribute to enabling a parish to fulfill its mission of proclaiming the Good News. "*This mission determines the way to maintain revenues and expenses; it justifies the appeals we make, allowing us to render an account of our administration in a Gospel-like manner; that is what makes the members of the fabriques not simply financial administrators but true contributors in a ministry in the Church, the ministry or service that finds adequate means for the Gospel to be announced, lived and celebrated... When we solicit funds and when we administer them, we are called to be educators. We should give reasons for soliciting and explain our expenditures. The greater the number of people who do this in a parish, the more this task of educating will be shared, and the more we will contribute financial support to the essentials of education in the faith.<sup>1</sup>"* 

After a study and analysis highlighting the advantages and limitations of financing from collections and parish dues in their community, a certain number of Fabriques in our Diocese have opted for Annual Parish Contributions. Although the implementation methods or even the names are not always identical, the objective is the same everywhere: collect the necessary sums of money via the financial participation of the greatest number of members of the community.

This mini dossier, prepared for Fabrique members aims not only to introduce practical advice for the annual drive, but also to shed more light on the Annual Parish Contribution as a means of appealing to parishioners.

<sup>&</sup>lt;sup>1</sup> Bishop Jacques Berthelet, C.S.V.

#### ANNUAL PARISH CONTRIBUTION (APC)

#### 1. A DEFINITION

The APC is a way to finance the ordinary expenses of a Fabrique. Once a year, the churchwardens or wardens) appeal to all the members of their parish. This annual contribution is **based on a dual request**, **one corresponding to parish dues and the other**, **a supplementary amount** corresponding to the collections for the year.

#### 2. AN OBSERVATION ON A POINT IN PARTICULAR

At the time of the initial experimentation with implementing the APC, officials eliminated the collections during Sunday Eucharistic Celebrations and set or suggested the equivalent as the supplementary amount to the parish dues.

With experience, reflection on the following two points has changed this approach. The first point is that it is not desirable to eliminate completely the "sharing" dimension from the Sunday celebrations: there should always be a possibility of engaging in special collections for causes such as humanitarian disasters. The second point is that, to secure the necessary funds for parish financing, several Fabriques consider it necessary to engage in collections from Sunday churchgoers, especially at Christmas and Easter, or at special celebrations (e.g., funerals) where quite a few visitors are expected from elsewhere, people who are not contributing parish dues.

#### 3. THE MAIN REASON FOR THIS CHOICE

Today, for various reasons, many members of the community are no longer regularly participating in Sunday celebrations. Increasingly, individuals and families are taking vacations away from home in winter as well as in summer; some people own a second residence or rent a chalet. It should also be acknowledged that, while still recognizing themselves as members of the community, in a context of diversified pathways, quite a few of the baptized are not regularly going to mass.

Now, when a large part of financing is based on collections, there is a significant shortfall. In some parishes, it happens that over 85% of parishioners are not participating in supporting the financial needs of their community. It is understandable therefore that the rates of Sunday attendance and financial participation are linked and that issues of equity are involved.

This is the main reason why Fabrique members opted for the APC.

#### 4. THE ADVANTAGES AND LIMITATIONS

The APC appeals to all those who acknowledge belonging to a Christian community and calls on them not only to remit their share of the parish dues, but also their share of the overall financing of parish life.

In most of the parishes opting for the APC, this choice has been beneficial and has permitted them to raise more money without really requiring more effort than that involved in a parish dues drive.

Another advantage lies in the greater stability of revenue and therefore on a more secure, balanced budget. As well, the distribution of the financial burden among all parishioners is fairer since those who attend the Sunday celebrations less are still participating financially in a more equitable fashion.

Among the limitations identified, it appears that the APC turns out to be quite beneficial where Sunday attendance is low. Secondly, the increase observed in the initial years tends to fade in the long term if the efforts required to consolidate results are not maintained. Finally, several parishioners remain perplexed by the name, APC, which shows that a good information campaign and reminders are useful, even necessary.

#### 5. A PROJECT TO FACILITATE IMPLEMENTING THE APC

#### 5.1 A Study to Be Carried Out

Any Fabrique struggling to make ends meet would do well to consider this financing method.

This reflection must be done seriously, and officials must not take for granted that this is automatically the best answer in all situations. This is not a miracle recipe. It may happen that officials, following such a study, have concluded that this is not the right solution for them, especially in parishes where Sunday worship still reaches a large number of the baptized.

It may be beneficial to involve parishioners in this study, consult the Pastoral Orientation Council or other committees. It is also beneficial to consult with one or more parish officials that have been doing this for some years. The Diocesan Treasurer's Office - Aide aux fabriques and the Financing Support Service can assist on request.

#### 5.2 Sharing Information

If a decision is made to change over to the APC, it is important to inform the parishioners of the reasons that have led to this decision. This information, spread out over several months, should be done in various ways: announcements at mass, in the (weekly) parish bulletin, via a letter to parishioners, in a regional weekly, at a meeting of parishioners, at meetings with movement and committee leaders, etc.

#### 5.3 Pre-Authorized Debits

It may be beneficial to suggest that donors sign up for pre-authorized debits (PADs). Rather than receiving an annual payment, the Fabrique may take a fixed monthly amount from a parishioner's bank account. Refer to HAF <u>Document</u> <u>32.400</u> - Pre-Authorized Debits.

#### PRACTICAL ADVICE FOR A PARISH DUES OR APC CAMPAIGN

#### 1. SUCCESS FACTORS

Parish Officials responsible for the Parish Dues or APC Campaign, if they want to be successful in their annual drive, need to put in a lot of effort, for instance:

- **1.1** it is often useful to set up a committee with responsibility for the annual parish dues/APC drive or, at the very least, involve parishioners...
- **1.2** it is important to precisely plan the various stages of the annual drive: who does what, when, how, the amount being requested, documentation, the timeframe for the drive...
- **1.3** it is essential to inform parishioners about ... rather than thinking that they parish or pastoral unit finances, justify the amount of parish dues requested and to be years or that they are not respectful of the people who cannot reach this interested. objective...
- **1.4** it is always more beneficial to convey the ... rather than have it addressed request for parish dues or APC in a anonymously to the "Resident" or personalized way (name and address of the "Occupant." person) ...
- **1.5** if door-to-door solicitation is carried out, it is ... rather than by volunteers more beneficial if it is done by volunteers familiar to those being solicited... "unfamiliar" to the people being solicited.

... and not think that it can be

ready at the last minute and that

the parish secretary or the

Fabrique members have already

anticipated everything.

- **1.6** it is desirable to call or write to remind people ... as experience shows that after a few weeks, especially to those who some of those approached have contributed to the last drive, even though simply forgotten. some people think it is useless...
- **1.7** it is strongly recommended to use the annual theme and publicity material provided by the Diocese through the Association paroisse-of.

Parish officials who opt for the APC, apart from a period of adaptation, really have no more work to do than they would for a parish dues drive. If they want to succeed in their appeal, they must also exert the same effort with the same generosity.

#### 2. ESTABLISHING A DIALOGUE

Whether it is to set comparable "rates" (see HAF <u>Document 42.400</u>), to pool their information resources, to choose the same timeframe or share "recipes" for success, leaders of the annual drive will always find it advantageous to establish a dialogue with their colleagues in neighbouring parishes. This consultation can also be useful with the "Association paroisses-diocèse" (see HAF <u>Document 32.300</u>) and for the services offered by the Parish and Diocesan Financing Support Service within that Association.

#### 3. AN ASSESSMENT OF NEEDS AND VERIFICATION OF POSSIBILITIES

Before setting the target for the annual drive, it is a good idea to assess the financial needs and ability to pay of community members. They should always feel comfortable even if they cannot give the full amount suggested. Parishioners should know that everyone's participation is welcome.

#### 4. A RESPONSIBLE COMMITTEE AND RECRUITING OF FUNDRAISERS

Setting up a responsible committee is certainly desirable (a small team of five to seven individuals). When such a committee is set up, it is normal for one or more churchwardens to be part of it; this committee is accountable to the Fabrique for the drive. What is essential is that this dynamic team recruits, mobilizes, empowers as many volunteer fundraisers as possible.

#### POTENTIAL QUESTIONS... AND POSSIBLE RESPONSES

#### Q-1 I no longer attend!

R-1 Do you mean that you no longer come to mass or that you rarely attend? You are still a parishioner. You or your children may one day want to receive certain services from the community, such as the sacraments of baptism, Eucharist, confirmation and marriage. The other members of the community count on your financial participation to maintain these services.

#### Q-2 I think that the amount of APC requested is too high!

- R-2a Remember that the parish dues are included in this amount. However, feel free to give less; others like you have not been able to give the full amount this year. The important thing is that we can count on your participation.
- R-2b You can spread your contribution out monthly, which comes to \$\_\_\_\_\_ per month... and you can even sign up for Pre-Authorized Debits.

#### Q-3 I prefer the current system of collections rather than the APC!

- R-3a You know, the study that led to the choice of the APC revealed that the current arrangement was no longer adequate to finance the needs of the parish. Too many parishioners cannot contribute fully to the financing of their parish because of their absence on Sundays, often for quite legitimate reasons: trips, storms, vacation... Moreover, you know that the annual amount for collections represents an average of \$\_\_\_\_ per family each Sunday; that is not much, but it is not enough.
- R-3b You can just pay the "parish dues" part which comes to \$\_\_\_\_.

#### Q-4 If you can't pay your expenses, close the church, cut the staff!

- R-4a I don't think we have the right to deprive our parishioners, especially our children, of the means of practising their religion. If you look at the amount we are asking for on a per week basis, you will see that it is not much. If you compare this expense to others, you will see that it is minimal. If we used the same reasoning for schools, hospitals, cultural centres, we would have to close some of them, as these institutions are also operating with a deficit.
- R-4b Take a look at our budget estimates. You can see that the expenses are at a minimum... that there are expenses that cannot be cut further... and projects and initiatives that we must support.
- R-4c You know, some parishes have already been merged, churches have been sold for social and community purposes (especially converted into social housing) and efforts have been made in this regard. However, there is a threshold that needs to be maintained in terms of buildings and personnel to be able to offer quality services.

#### Q-5 I don't want to give anything to the Church!

R-5 May we ask why? Surely you have a serious reason for refusing to donate. Perhaps we can answer your objections. It often happens that we are misinformed. Could you however just pay the parish dues, as in the APC request, there is a portion for parish dues.

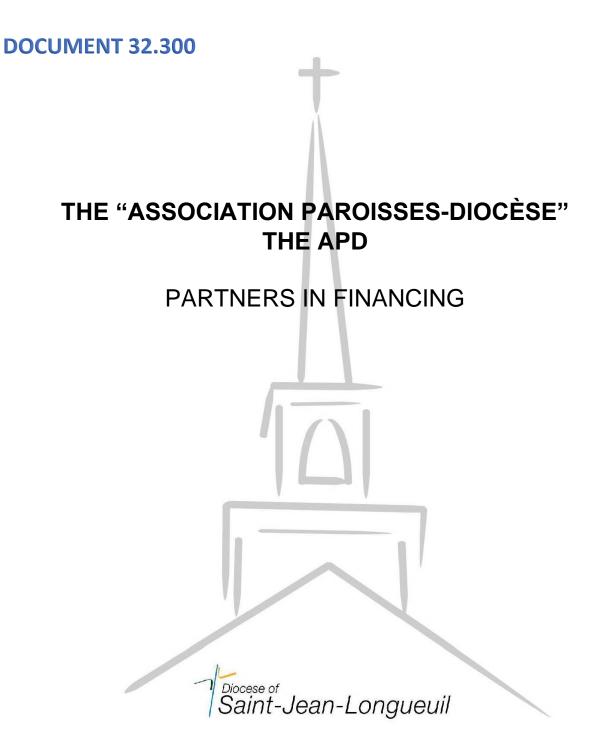
#### Q-6 Why don't you host bingo sessions?

R-6 It is not normal to rely on games of chance, on games that promote the lure of gain, to finance the Church. The community members, aware of their responsibility, are the ones who together should see to the financing through the participation of everyone of us, and when there are less fortunate people, often from another background, playing bingo, it's even less normal for a parish.

#### Q-7 Why not organize dinners?

R-7 It's an interesting community activity, but it's mainly about people getting to know each other and fraternalizing. We can't do this repeatedly; the financial results from such events don't make up for the difficulties there are of organizing them. As you know, we always end up calling on the same people.

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#### For further information, contact:

The Diocesan Treasurer's Office – Financial Support: <u>financement@dsj.org</u> The Diocesan Treasurer's Office – Aide aux fabriques: <u>fabriques@dsjl.org</u>

### THE ASSOCIATION PAROISSES-DIOCÈSE THE APD

Annual Diocesan Financing Campaign has two components:

- "The Bishop's Appeal"
- "The Association paroisses-diocèse" (APD).

<u>The Bishop's Appeal</u> consists of a mailing of a leaflet with a word from the Bishop to several thousand donors throughout the Diocese. The Campaign starts in September and a reminder letter is sent in November by the Diocesan Treasurer. This drive ends around the following February. Here is an example from the 2019-2020 Campaign:

En avant toute ! Cap sur 600 000<sup>5</sup>

<u>The Association paroisses-diocèse</u> (APD) is a solicitation of the Parishes in the Diocese. This form of campaign was set up in 1991 to meet the financial needs of the Diocese, while at the same time wanting to keep the percentage of the Cathedraticum requested from the Fabriques as low as possible (See HAF <u>Document 42.100</u>). For this type of financing campaign, our Diocese relies on the participation and solidarity of the parishes as well as on the generosity of its donors.

#### THE APD - A SPIRIT OF PARTNERSHIP

The financing of parishes and the Diocese should not give rise to competition but to dialoguing and collaboration. This witnessing is what all parish and Diocesan leaders and stakeholders are invited to give.

The APD appears today to be one of the best ways for parish community members to become aware of their belonging and their responsibility to the Diocesan Church. Leaders from other dioceses are always amazed at the spirit of partnership prevailing between the Parish Fabriques and our Diocese. It relates therefore to a collaboration specific to our Diocese and that we should all be proud of.

The annual target of 5% set for each of the Fabriques based on its own revenue from collections, parish dues and the AVC, indicates the desired participation of the parishes.

Various ways are offered to parish officials and Fabriques to achieve the target put forward by the APD:

- Undertake a special collection for Diocesan Offices (See HAF <u>Document 42.200</u>). The total amount from this collection is remitted on behalf of the parish to the APD. Note that this collection becomes mandatory when the Fabrique has not met its APD target.
- Ask parishioners to participate in the Diocesan Financing Campaign with a suggested amount for the Diocese when soliciting for parish dues or the AVC.
- Vote at a Fabrique meeting an amount to supplement the target if it has not been met by parishioner donations.
- Increase the amount for parish dues or AVC by a certain percentage (say, 5 %) to include the assessment for Diocesan Offices.

In return for the contributions of the Fabriques, the APD specifically offers the possibility for the Diocese to help parish officials and Fabrique members in their annual drives for parish dues or the Annual Parish Contribution (APC).

#### Donations from the CEFF:

An amount corresponding to 25% of the result of the Diocesan Financing Campaign, whose objective is \$600,000, is returned to parishes in difficulty in the form of a donation, by the CEFF (*Caisse d'entraide financière des fabriques*). (See HAF <u>Document 32.500</u>).

### Promotional Material:

Free of charge and in the <u>desired quantity</u>, Fabriques can rely on:

- Bookmarks that can be inserted in fundraising envelopes or when issuing tax receipts, left on church pews or given away at activities or events,
- Posters that can be put up in the church (or community centre), but especially in nearby businesses or public places,
- Banners that can be placed on the front of the church (or community centre) and/or in another strategic location.

The following are examples of themes from parish fundraising drives in recent years.

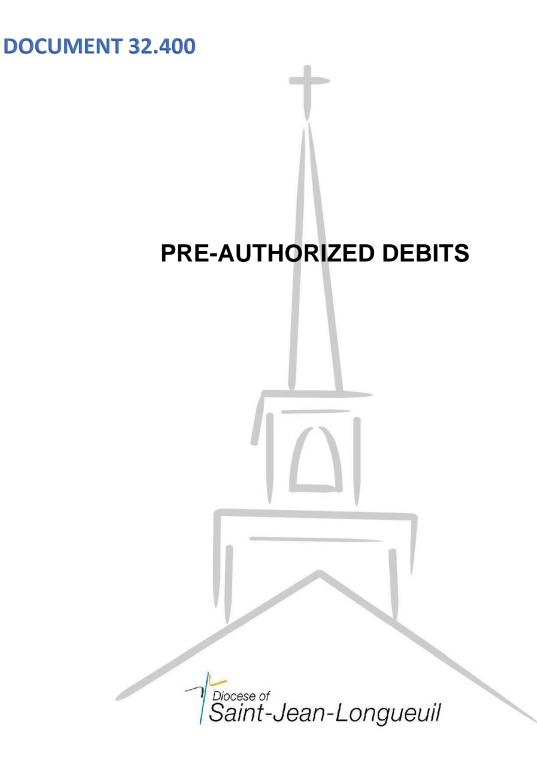


In January, the Diocesan Treasurer's Office - Financing Support unveils the campaign theme and asks Fabriques to confirm the desired quantities of promotional material. The Fabrique fundraising campaign occurs simultaneously in all parishes in the Diocese over the months of April and May, thus benefitting from a greater media impact throughout the Diocese.

On request, the **electronic version** of the theme can be provided, allowing a Fabrique to reproduce it on its website or its leaflet adapted for its needs.

For further information, please contact the Diocesan Treasurer's Office - Diocesan and Parish Financing Support: <u>financement@dsjl.org</u>

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**For further information, contact:** The Diocesan Treasurer's Office – Accounting: <u>comptabilite@dsj.org</u>

### PRE-AUTHORIZED DEBITS

#### INTRODUCTION

In our daily lives, the use of credit and debit cards, the payment of bills via the Internet, automatic deposit of salaries into a bank account, pre-authorized withdrawals to pay mortgage or insurance premiums, etc. have become commonplace. All these means are available to us to save time and relieve the burden of tedious activities in our hectic lives.

Pre-authorized debits to pay for collection amounts, parish dues or the Annual Parish Contribution (APC) are part of this process. A parishioner may wish for various reasons to have the Fabrique make periodic withdrawals from one or another of his/her financial institution's accounts, at monthly intervals, to contribute financially to maintaining worship as well as the pastoral services offered to its members.

However, this automated system should not make us lose sight of the importance of the human contact that was created by the personal approach of a parishioner, when he/she personally came to pay the amount of the parish dues to the parish secretary, nor should it obliterate the profound significance of a collection closely linked to the liturgical gesture of the Offertory. To overcome these pitfalls, the Fabrique, in conjunction with those responsible for pastoral care, should envisage an annual telephone call or other personal contact to confirm the use of this method.

The following is the technical information required to set up such a system.

#### WHAT IS THE PAD?

Pre-authorized debits (PAD) – also known as direct debits, automatic withdrawals, preauthorized withdrawals or pre-authorized payments (PAPs) – are a powerful tool for businesses.

PADs are typically used to make recurring payments, for example, for monthly mortgage and utility payments, membership dues, charitable donations, RRSP investments and insurance premiums.

Personal PADs are automatic recurring payments drawn from your client's bank accounts to pay for goods or services you provide.

Canada Payments and its participating financial institutions have established conditions for processing PADs to require appropriate authorizations and protect against improper withdrawals.

#### SET UP

PADs must be set up in accordance with certain rules, issued by the Canadian Payments Association, in a document titled "<u>Rule H 1 — Pre-Authorized Debits (PADs</u>)". For further details, see the <u>Payments Canada - Pre-Authorized Debits</u><sup>1</sup> website.

All PADs must essentially meet the following requirements (see sample form in the Attachment):

- 1) The PAD Agreement Form between the Payor and Payee (in this case, the Fabrique) has been reviewed and accepted by the bank/credit union/*caisse populaire*.
- 2) The payor must clearly indicate that he/she understands and agrees to the PAD mechanism and is participating voluntarily.
- The payor consents to the disclosure of personal information that may be contained in the Agreement to the extent that such disclosure is necessary for the proper application of Rule H 1.
- 4) The Agreement must set out the schedule indicating when the PADs will normally be made at set intervals.
- 5) The PAD Agreement must specify whether the PADs are of a set or variable amount, but generally the arrangement adopted is for a set amount.
- 6) If the Agreement provides for set amount PADs at set intervals, the Fabrique shall, at least ten working days before the due date of the first PAD, give written notice to the payor of the amount being debited and the dates for the debits.
- 7) If the payor wants to change the amount being debited, either by increasing or decreasing the amount, he/she may do so through a direct intervention, e.g., by a telephone call instructing the payee to change the amount.
- 8) The payee must include a disclaimer of delay or non-performance of the PAD due to circumstances beyond the control of the bank, credit union or *caisse* (see the text below).
- 9) The payee (Fabrique) must assume responsibility for the accuracy of all PADs drawn in accordance with its instructions, e.g., "We agree to indemnify you for any amounts you or a party acting on your behalf may have remitted in error in respect of any PAD that you or another acting on your behalf may have erroneously credited or debited in accordance with an order given by PAD voucher or other medium.".
- 10) The payor may revoke his/her authorization to debit his/her account of a set amount at set intervals at any time in writing.

<sup>&</sup>lt;sup>1</sup> Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on both tabs.

### AUTOMATIC PARISH DUES OR APC— PRE-AUTHORIZED DEBIT ENROLMENT

ACCOUNT	Family Name(s), First Name(s):		
HOLDER(S)	Address:	City:	
	Postal Code:	Telephone:	
r			
FINANCIAL INSTITUTION	Name:	Account No.:	
	Address:	City:	
	Postal Code:	Telephone:	

RECIPIENT	Fabrique of the Parish of:		
ORGANIZATION         Address:         City:		City:	
	Postal Code:	Telephone:	

#### WITHDRAWAL AUTHORIZATION

I/We, the undersigned, hereby authorize the Fabrique of the above-mentioned Parish to make regular withdrawals from the above account. I/We agree that the Fabrique may provide any authorized person with the information necessary to make these withdrawals. I/We retain the right to revoke this authorization by notifying the Fabrique.

The withdrawals will be MONTHLY on the ..... day of each month

The amount of each withdrawal (\$)	will be	\$[in	words]
(Attach a personal cheque marked "	VOID.")		
Signature of an Account Holder:			
Signature of a Second Account Holder: (If applicable)			
Date of Signature:			

#### **DISCLAIMER** (Statement of Payor)

I/we agree that the financial institution where I/we have the account is not bound to ascertain that the payment is taken in accordance with this authorization.

I/we acknowledge that delivery of this authorization to the recipient organization is equivalent to delivery to the financial institution indicated on the front of this document.

Signature(s) of Payor(s)

Date

#### REPAYMENT TERMS

The financial institution will reimburse me/us as an intermediary and on behalf of the Fabrique, the amounts withdrawn in error within ninety (90) days of the withdrawal for any of the following reasons:

- I/we have never given the Fabrique a written authorization to this effect.
- The withdrawal was not carried out as per the authorization.
- The authorization was revoked.
- The withdrawal was taken from the wrong account due to an error on the part of the Fabrique.

I/we understand that a written statement in this sense at my/our financial institution must be made using the form provided by that institution.

By: .....(Signature of an Account Holder)

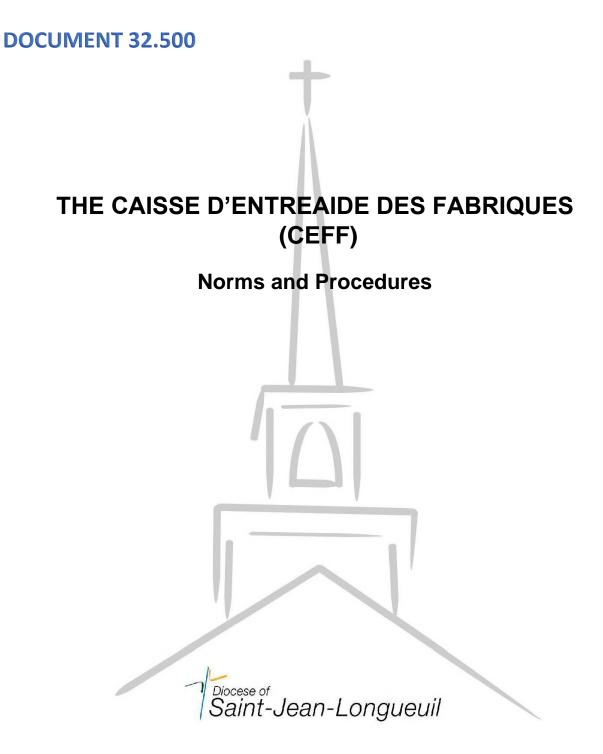
By: .....(Signature of a Second Account Holder)

On: ..... (Date)

On: .....(Date)

<u>Note:</u> This Form must be signed and given to one of the individuals mandated by the Fabrique to conduct the Automatic Parish Dues/AVC Enrolment Drive.

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For further information, contact: The Diocesan Treasurer: <u>econome@dsj.org</u>

## CAISSE D'ENTRAIDE FINANCIÈRE DES FABRIQUES (CEFF)

## Norms and Procedures

**Definitions** CDAÉ = Conseil diocésain des affaires économiques HAF = Handbook for the Administration of Fabriques

### 1. BACKGROUND AND RATIONALE

The Caisse d'entraide financière des fabriques (CEFF) was founded in 1971, to serve as a link between some of the more financially privileged Fabriques and those, which for one reason or another, need help. Since then, the CEFF has worked in various ways to invite the Fabriques to a sharing of the Gospel.

**A Fabrique can invest money** in the Diocese (see Article 2 *Investment in the CEFF*), **apply for a loan** from the CEFF (See Article 3 *CEFF Loan Application*), **donate** to the CEFF to help other Fabriques (See Article 4 *Donation to the CEFF*), **apply for a donation** (see Article 5 *Application for a Donation from the CEFF*) or **apply for a grant** (see Article 6 *Application for a Grant from the CEFF*).

The CEFF has a Standing Committee, under the supervision of the CDAÉ, whose mandate is to analyse the various applications addressed to it and make decisions on each of these.

### 2. INVESTMENT IN THE CEFF

### 2.1 Objective

The Fabriques may invest in the Diocese a specific amount of money at zero or a specific interest rate. The money collected this way is invested in socially responsible investments (ethical investments), which can be used as loans to Fabriques that request them. The excess interest income between what the Diocese pays to the lending Fabrique and what the borrowing Fabrique pays to the Diocese is given to the CEFF; this interest income is then donated to Fabriques in need of assistance.

### 2.2 <u>Terms</u>

- Amount: No per Fabrique limit. Capital guaranteed,
- Rate of interest: Set annually by the CDAÉ taking effect on January 1st. Interest paid out on December 31st of the same year and/or at the time of a modification in the capital of the portfolio,
- Term and End Date: Perpetual note (no maturity date). Reimbursement in 30 days without penalty. Automatic renewal of the investment on January 1st of each year.

- 2.3.1 In September of each year, the Diocesan Treasurer's Office Aide aux fabriques advises the Fabriques of the interest rate set by the CDAÉ based on the overall return obtained in the CEFF fund. This rate comes into force on January 1st of the following year.
- 2.3.2 By resolution, the Fabrique sets the investment amount, confirms the interest rate and specifies the Fund (Parish, *Cimetière*, other) and the purpose of the investment. It then sends to the Diocesan Treasurer, the resolution and its cheque made out to the Diocese. The resolution is subsequently approved by the Bishop's delegate to the Fabriques. In some cases, the approval of the *Collège des Consulteurs* and the CDAÉ is required.
- 2.3.3 A note is issued by the Diocesan Treasurer and sent to the Fabrique (see Attachment A); the Treasurer then advises the CDAÉ. The CEFF Standing Committee is also advised of any investments made by the Fabriques with the Diocese. A new note replacing the previous one is issued when there is a change in the capital of the Fabrique's portfolio.
- 2.3.4 Note that this investment, unlike a bank account, must not be used for frequent cash transactions.

### 2.4 Term Note

Attachment A shows a sample term note that is used when a Fabrique makes an investment in the CEFF.

### 3. CEFF LOAN APPLICATION

### 3.1 Objectives

Any Fabrique in the Diocese may apply for a loan from the CEFF to re-finance debt, finance construction or major renovations, acquire property or solve a temporary liquidity problem, for instance, pending the receipt of parish dues or Annual Parish Contributions.

### 3.2 <u>Terms</u>

- Amount: Normally, a \$50,000 maximum.
- Interest Rate: 1.5 % above the general set rate (Ref. Article 2.2).
- Repayment: Interest and capital payable annually. A minimum repayment of \$5,000 per year (in certain circumstances, this amount can include interest),
- Term: maximum 60 months (5 years).

of certain investments.

• Clauses: Standard Conditions appearing on a Term Note (see Attachment C).

temporary loan, pending the availability of the necessary liquidity on the maturity

• Guarantee: To be set depending on the situation.

### 3.3 Procedure

•

- 3.3.1 By resolution, the Fabrique specifies the amount to be borrowed, the terms of repayment and the purpose of the loan from the CEFF and an explanation of its financial situation. Ideally, the Fabrique can use the "*CEFF Loan Application*" Form. (See Attachment B.)
- 3.3.2 According to the requirements of the *Act respecting fabriques* (Sect. 27 and 28), a Meeting of Parishioners may be necessary, depending on the situation, to authorize the Fabrique's loan resolution.
- 3.3.3 The Fabrique transmits its application to the Diocesan Treasurer. This application must be accompanied by the Fabrique resolution and, depending on the situation, will be conditional on the authorization of the Meeting of Parishioners by way of that Meeting's resolution.
- 3.3.4 The Diocesan Treasurer will ensure that all legal and canonical requirements have been met by the Fabrique; he will review the application submitted by the Fabrique as well as its financial situation and make a recommendation to the CEFF Standing Committee. After review, the Standing Committee will transmit its decision to the Diocesan Treasurer. If approved, he will complete the transaction with the Fabrique by issuing the note (see the sample in Attachment C);'the Diocesan Treasurer will advise the members of the CDAÉ of the decisions made on loan applications sent to the CEFF. The Diocesan Treasurer will send the response with explanatory notes (in the case of a conditional, partial or negative response) and keep the members of the Standing Committee informed of any consequences.

### 3.4 Loan Application Form

Attachment B contains the Form that outlines the required information. The Fabrique may apply by **filling in the PDF Form** available in the "<u>Reference Documents</u>" section of the HAF: "CEFF Loan Application Form."

Attachment C contains a sample note issued when the loan is granted.

### 4.1 Objectives

The CEFF may receive any donation made in its favour by a Fabrique. When preparing budget estimates, administrators are called upon to agree on an amount, even a small one, intended to help other Fabriques. The same step may be used when at year-end, the Fabrique has a surplus from its operations that could be shared with parishes in need.

The CEFF also acts on occasion as an intermediary between one or more Fabriques that wish to donate to a particular Fabrique, with or without anonymity. This practice of using the CEFF as an intermediary for donations is desirable as it allows Diocesan officials to find out which Fabrique is receiving aid and thus to distribute the available money more equitably.

### 4.2 <u>Procedure</u>

- 4.2.1 The Fabrique sends its donation and a copy of the resolution to the Diocesan Treasurer or through its Monthly Report or some other way.
- 4.2.2 The Standing Committee will be advised of the donations made by the Fabriques to the CEFF.

### 5. APPLICATION FOR A DONATION FROM THE CEFF

### 5.1 Objectives

Any Fabrique in the Diocese may request a donation from the CEFF. Such a request is primarily intended to <u>help to cover the salary</u> of a priest, a part-time or full-time pastoral agent or a staff member or help to finance pastoral projects. Exceptionally, the available money might help to meet certain material challenges or finance current transactions for parishes in difficulty; in that latter case, the total amount of the donations granted may not exceed 20% of the total annual envelope available nor may it exceed \$5,000 per request. To change this policy, the Standing Committee will need to make a request to the CDAÉ.

### 5.2 Available Amounts

The available amounts come from four (4) sources:

- A percentage of the annual results of the Diocesan Financing Campaign, including contributions under the <u>Association paroisses-diocèse</u> (Document <u>32.300</u>) (APD);
- 2) Surplus interest earned on loans and borrowing made by the CEFF (see Article 2),
- 3) Donations received by the Fabriques (see Article 4),
- 4) The interest and surplus accumulated from previous years.

Usually, in June of each year, the CDAÉ will decide on:

- The percentage that will be reserved from the Diocesan Financing Campaign for donations to the Fabriques,
- The amounts to be taken from the CEFF surplus, taking into account, *inter alia*, the donations entered by the Fabriques in their budget estimates.

### 5.3 Eligibility Criteria

The CEFF Standing Committee, responsible for the distribution of the available funds, will consider the following criteria:

- 5.3.1 Priority will be given first to the hiring or retention of a person working pastorally (or essential support staff) or to help to fund a pastoral project or initiative,
- 5.3.2 The number of parishioners, the socio-economic conditions, the needs this may entail in terms of mandated personnel, the number of persons already in place,
- 5.3.3 The existence or not of investments (excluding those for the *Fonds cimetière* and *Fonds services futurs*) and the possibility that income generated this way will already serve to cover current transactions or not, etc.,
- 5.3.4 The ability of parishioners to pay, the financial efforts made by the administrators and parishioners and the administrative rigour deployed by Fabrique members, regardless of the income level of the parishioners,
- 5.3.5 The regularity and size of the assistance from donations to a Fabrique to avoid the situation becoming chronic,
- 5.3.6 The nomination by the Bishop of pastoral agents in the parish or for the Pastoral Unit.

### 5.4 Procedure

- 5.4.1 The Fabrique sends in its application by resolution, ideally accompanied by the form provided for this purpose (see Attachment D). This step is required even if the application has been suggested or prompted by a Diocesan official. The application is forwarded to the Diocesan Treasurer.
- 5.4.2 The latter will review the application made by the Fabrique based on the eligibility criteria and relevant information in his possession (personnel, financial performance, etc.) and will make a recommendation to the CEFF Standing Committee.
- 5.4.3 Usually, in November, the Standing Committee will identify the applications deemed to have priority, considering all of the applications from the various parishes and will make its decisions.

5.4.4 The Diocesan Treasurer will prepare the donations according to the decisions of the Standing Committee and will transmit them to the Fabriques with explanatory notes (in the case of a conditional, partial or negative response.)

### 5.5 **Donation Application Form**

Attachment D contains the form that outlines the information required. The Fabrique can apply by **filling out the PDF** "CEFF DONATION Application Form" available in the HAF "<u>Reference Documents</u>" Section.

## 6. APPLICATION FOR A GRANT FROM THE CEFF

### 6.1 <u>Objectives</u>

Any Fabrique in the Diocese may apply for a grant from the CEFF (*Fonds d'entraide patrimonial diocésain*). This differs from applying for a donation (see Article 5) and is intended exclusively to <u>help to finance</u> a repair, a renovation or construction project or the purchase of a building to be held for the long term, in the case of less affluent Fabriques.

### 6.2 Available Amounts

The decree issued by the Bishop on July 1, 2004 created a "*Fonds d'entraide patrimonial diocésain*" whose income is derived from a contribution equal to 7.3% of the gross proceeds from the sale of a Fabrique's property (see Episcopal Regulation No. 14, HAF <u>Document 43.300</u>).

EFF Standing Committee may dispose of the totality of the interest generated from the *Fonds patrimonial* and, following the Bishop's approval, may also use a part or all of the accumulated capital. Il is the responsibility of the Diocesan Treasurer to maintain a separate budget item for this fund within the assets of the CEFF as well as present the required information annually to the Committee.

### 6.3 Eligibility Criteria

The CEFF Standing Committee, responsible for the distribution of the available funds, will take into account the following criteria in particular:

- 6.3.1 The priority will be given to places of worship and buildings deemed to be essential to fulfilling the parish's Mission.
- 6.3.2 The confirmation by local and Diocesan officials of the long-term future of the building in question,
- 6.3.3 The existence or not of investments (excluding those in the *Fonds cimetière* and *Fonds services futurs*) and the possibility that the income generated will already be used to cover the current transactions, etc.,
- 6.3.4 The parishioners' ability to pay, the project financing plan and the financial efforts made by the administrators and parishioners.

### 6.4 <u>Procedure</u>

- 6.4.1 Before calling on the *Fonds d'entraide patrimonial diocésain*, without exception, the requesting Fabrique must draw down their investments, having first obtained the Bishop's approval to do so, (see Attachment 4 of Episcopal Regulation No. 14, HAF <u>Document 43.300</u>).
- 6.4.2 The Fabrique sends its request by a resolution, ideally with the form provided for this purpose (see Attachment E). The request is forwarded to the Diocesan Treasurer.
- 6.4.3 As with any file of this nature, the Fabrique should already have submitted the project details to the Diocesan Treasurer referring to Episcopal Regulation No. 1, Document 43.100 of the Handbook for the Administration of Fabriques. First of all, the latter will analyse the project himself (in particular with the Diocese's Comité d'Art sacré) and its financing plan for the prior approval of the Bishop. Subsequently, he will examine the eligibility of a grant. He will forward his recommendation to the CEFF Standing Committee.
- 6.4.4 Usually, in November, the Standing Committee will identify the applications deemed to have priority, taking into account all of the applications from the various Fabriques and will make its decisions.
- 6.4.5 The Diocesan Treasurer will prepare the grants according to the decisions of the Standing Committee and send them to the Fabriques with explanatory notes (in the case of a conditional, partial or negative response.)

### 6.5 Grant Application Form

Attachment D contains the form that outlines the required information. The Fabrique can apply by **filling out the PDF** "CEFF Grant Application Form" available in the HAF "<u>Reference Documents</u>" Section.

### 7. RESPONSIBLE CEFF STANDING COMMITTEE

This committee is permanent and is composed of the following people, named by the Bishop, with an overview of the needs of the parishes in the Diocese:

- The Bishop,
- The Vicar General,
- The Diocesan Treasurer,
- If necessary, individuals from outside the Diocese,
- Upon request, Diocesan officials from the Aide aux fabriques and Human Resources.

The Standing Committee usually meets twice (2) during the year, that is, in June and November, and whenever the need arises.

### 8. FISCAL YEAR

The amounts available to the CEFF follow the fiscal year of the Fabriques, i.e., from January 1st to December 31st.

## ATTACHEMENT A

### Use the Form available in the "<u>Reference Documents</u>" Section.

Service de l'économet Diocèse de Saint-Jean-Longueuil	PLACEMENT À EFFECTUER À LA CEFF Présenté par la fabrique			
À : CAISSE D'ENTRAIDE FINANCIÈRE	E DES FABRIQUES (CEFF) (via l'économe diocésain)			
DE : FABRIQUE DE LA PAROISSE DE				
MONTANT À PLACER :	_ \$			
FINALITÉ DU PLACEMENT :				
Nouveau placement	Ajout à un placement existant			
Fonds paroisse				
Fonds cimetière nom:				
Fonds patrimonial paroissial				
Autre (préciser)				
<ul> <li>CONDITIONS :</li> <li>Billet à demande (sans limite de temps)</li> <li>Capital garanti</li> <li>Taux d'intérêt annuel fixé par le CDAÉ<sup>1</sup>, applicable au 1<sup>er</sup> janvier, actuellement de :</li> <li>Intérêts versés annuellement au 31 décembre ou lors d'un changement de capital</li> <li>Retrait partiel ou total sans pénalité (délai de 30 jours)<sup>2</sup></li> </ul>				
<ul> <li>Date anniversaire du placement : le 1er janvier de chaque année</li> </ul>				
RÉSOLUTIONS de l'Assemblée de fabri - Incluse Oui - Chèque inclus Oui	ique Non À suivre le Non À suivre le			
Président d'assemblée de la Fabrique	Date			
1 CDAÉ : Conseil diocésain des affaires écono 2 Dans certains cas, une justification de la Fa	omiques abrique et l'approbation de l'Évêque seront requises			

### ATTACHMENT B

2021-XX

L'ÉVÊQUE CATHOLIQUE ROMAIN DE SAINT-JEAN-LONGUEUIL BILLET À DEMANDE
L'Évêque Catholique Romain de Saint-Jean-Longueuil promet de payer à demande, avec un préavis de 30 jours, à:
LA FABRIQUE DE LA PAROISSE DE (nom) (fonds ou finalité) sise au: (adresse)
pour valeur reçue, la somme de:
aux conditions suivantes : - capital garanti; - au taux d'intérêt annuel déterminé par le CDAÉ; - intérêts versés annuellement le 31 décembre; - retrait total ou partiel sans pénalité.
Ce billet n'est pas négociable. L'ÉVÊQUE CATHOLIQUE ROMAIN DE SAINT-JEAN-LONGUEUIL
Paul De Leeuw économe diocésain
Fait en deux copies, le 2021-1-1 CDAÉ : Conseil diocésain des affaires économiques

## ATTACHMENT C

### Use the Form available in the "<u>Reference Documents</u>" Section.

Diocèse de Saint-Jean-Longueuil	<b>CEFF LOAN APPLICATION</b> Submitted by the Fabrique			
TO: CAISSE D'ENTRAIDE FINANCIÈ	RE DES FABRIQUES (CEFF) (via Diocesan Treasurer)			
FROM : FABRIQUE OF THE PARISH OF				
AMOUNT APPLIED FOR : \$				
<ul> <li>PURPOSE OF THE LOAN:</li> <li>For a project or initiative (provide a description) or to fund current operations.</li> <li>Describe investments held; explain the Fabrique's financial situation.</li> </ul>				
CONDITIONS :       New Application       Renewal         Loan being issued as of				
<ul> <li>Included Yes</li> <li>Of the Meeting of Parishioners:</li> <li>Required Yes</li> <li>Included Yes</li> </ul>	No       To follow by         No       (Ref. Sections 27 & 28 of an Act respecting fabriques)         No       To follow by			
Fabrique Meeting Chair	Date			
1 CDAÉ : Conseil diocésain des affaires éco	nomiques			

### ATTACHMENT D

#### L'ÉVÊQUE CATHOLIQUE ROMAIN DE SAINT-JEAN-LONGUEUIL

## PRÊT À TERME

#### FABRIQUE DE LA PAROISSE DE (NOM)

sise au: (adresse)

reconnaît, par les présentes, devoir à l'Évêque Catholique Romain de Saint-Jean-Longueuil pour prêt la somme de :

#### (000 000 \$) DOLLARS

La Fabrique s'engage à rembourser cette somme au Diocèse de Saint-Jean-Longueuil (Caisse d'entraide financière des fabriques) selon le tableau de cédule d'amortissement ci-après, à l'intérieur du terme établi ou à son échéance maximale, capital et intérêts calculés selon le taux déteminé par le Conseil diocésain des affaires économiques en vigueur à la date initiale des présentes.

Date initiale	Capital	Intérêts	Date d'échéance	Remboursement capital et intérêts

Voir le détail des remboursements au tableau d'amortissement joint en annexe.

Il est également convenu que :

- 1° La Fabrique pourra en tout temps, sans indemnité ni dédommagement, mais payant l'intérêt jusqu'à telle date, rembourser tout ou partie du montant du présent prêt avant l'échéance.
- 2° Advenant le cas où la Fabrique disposerait de fonds suffisants pour effectuer des placements de capital portant intérêts, elle s'engage à les utiliser au préalable pour rembourser le présent emprunt même avant échéance, sauf entente contraire entre les parties.
- 3° Nonobstant le terme ci-avant prévu, il est entendu que L'Évêque Catholique Romain se réserve le droit d'exiger le remboursement de la dite créance ou de tout solde dû, en tout temps avant échéance sur préavis de 30 jours.
- 4° Conformément à l'article 27 de la *Loi sur les fabriques*, la Fabrique s'engage à obtenir l'approbation de l'Assemblée des paroissiens.

#### FABRIQUE DE LA PAROISSE (NOM)

par:	
	(Nom)
	président d'assemblée de la Fabrique
par:	
	(Nom)
	marguillier

L'ÉVÊQUE CATHOLIQUE ROMAIN DE SAINT-JEAN-LONGUEUIL Caisse d'entraide financière des fabriques

par:

Paul De Leeuw économe diocésain

Fait en deux copies le : (date)

## ATTACHMENT E

## Use the Form available in the "<u>Reference Documents</u>" Section.

Diocèse Sain	t-Jean-Longueuil		F DONATION A help to pay for wage	
то:	CAISSE D'ENTRAIDE FINANCIÈR	E DES FABRIO	QUES (CEFF)	(via Diocesan Treasurer)
FROM :	FABRIQUE OF THE PARISH OF			
AMOUN	T APPLIED FOR : \$			
PURPO	SE OF THE DONATION:			
-	For a project or initiative (provide a deso Describe investments held; explain the What efforts have already been underta	Fabrique's financ	ial situation.	acity to fund the project.
Fabrique -	e Meeting RESOLUTION: Included Yes	No	To follow by	
Fabrique	Meeting Chair		Date	

## ATTACHMENT F

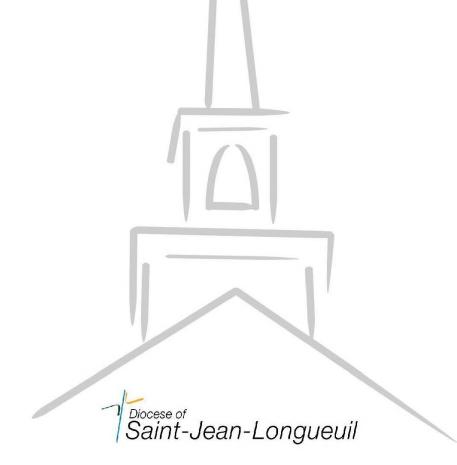
### Use the Form available in the "<u>Reference Documents</u>" Section.

Diocèse du Saint-	CEFF GRANT APPLICATION To help to finance an immovables (land and/or buildings) project			
то:	CAISSE D'ENTRAIDE FINANCIÈRE DES FABRIQUES (CEFF) (via Diocesan Treasurer)			
FROM :	FABRIQUE OF THE PARISH OF			
AMOUNT	APPLIED FOR : \$			
DESCRIF -	<b>PTION OF PROJECT:</b> Append Attachment 2 from HAF <sup>1</sup> Document 43.100 or any information and equivalent documentation.			
<ul> <li>FUNDING PLAN: <ul> <li>Append Attachment 2 from HAF1 Document 43.100 or any information and equivalent documentation.</li> <li>Describe investments held; explain the Fabrique's financial situation.</li> <li>What efforts have already been undertaken and what is the parishioners' capacity to fund the project?</li> </ul> </li> </ul>				
RATIONA	LE REGARDING THE BUILDING'S FUTURE:			
Fabrique -	Meeting RESOLUTION: Included Yes No To follow by			
Fabrique	Meeting Chair Date			
1	HAF : Handbook for the Administration of Fabriques			

**Section 30** 

**DOCUMENT 33.100** 

# CHAIRPERSON OF THE FABRIQUE MEETINGS



For further information, contact:

Human Resources Office: <u>ressources.humaines@dsjl.org</u> The Diocesan Treasurer: <u>econome@dsj.org</u>

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## CHAIRPERSON OF THE FABRIQUE MEETINGS<sup>1</sup>

### INTRODUCTION

The Act respecting fabriques, adopted in 1966 by the Québec Government, states that only a Fabrique has the power to hold and administer property for the practice of the Catholic Religion. Inherited from the French Regime, and in force since the beginning of the colony, this management model associated the laity with the clergy for parish administration.

The current act requires the Bishop to nominate a person to call and chair the Fabrique meetings and meetings of parishioners. In the absence of such a nomination, the parish priest or priest-collaborator, as an ex-officio member of the Fabrique, will chair the meetings.

For several years, in a spirit of co-responsibility, the Bishop of the Diocese of Saint-Jean-Longueuil has been fostering the nomination of a lay person to chair these meetings. Together with the pastor and the co-ordinator of parish activities, the chair forms part of the team of parish leaders. This document, while explaining the functions and duties related to being **Chairperson of the Fabrique Meeting**, recalls the pastoral and administrative orientations in force in the Diocese.

At the end of the document, the words of the oath of office for the Chairperson of the Fabrique Meeting may be found.

<sup>&</sup>lt;sup>1</sup> According to the *Act respecting fabriques*, the priest in charge of the parish is the Chairperson of the Fabrique meetings. At his request or agreement, a lay chair (or even another priest) may be nominated by the Bishop. In the event of a vacancy in the office of a lay chair, the priest in charge of the parish will be the Chairperson of the Fabrique Meeting until a new chair is nominated. What is stated about the Chairperson of the Fabrique Meeting in the first two sections also holds in general for the in-charge parish priest.

### 1. FUNCTION, DUTIES AND CRITERIA FOR CHAIRPERSON OF THE FABRIQUE MEETING<sup>2</sup>

**1.1 Position** The position of chairing, while being administrative in nature, lies within the vision and pursuit of the ecclesial mission. The proper role of this position may be summarized as follows: assist the Fabrique of a parish to discharge its own responsibilities to the best of its ability, under the Bishop's authority and in close collaboration with the parish leadership (or parish officials.)<sup>3</sup>

Nominated by the Bishop, after consulting parish officials, Fabrique members and leaders from the Diocesan Human Resources Office and *Aide aux fabriques*, the person holding the Chairperson of the Fabrique Meeting position is accountable to the Bishop's representative.<sup>4</sup>

Term of the nomination: one year of probation, followed by a threeyear term, once renewable.

**1.2 Duties** By virtue of the nomination, the person chairing Fabrique meetings performs a number of duties, including three that are specified in the *Act respecting fabriques*, namely, to call and chair a Fabrique meeting and a Meeting of Parishioners and sign meeting minutes<sup>5</sup>. More explicitly, this group of duties is presented below:

### 1.2.1 In Connection with the Fabrique:

- Ensures the planning of meetings,
- Prepares and calls meetings (*agendas, minutes, working documents*) along with the individuals involved,
- Chairs meetings; if necessary, entrusts the facilitation of a meeting to a Fabrique member.<sup>6</sup>
- Encourages the recognition of parish staff by Fabrique members.
- Facilitates, as appropriate, the presence of the coordinator of parish activities.
- Ensures that the decisions made at Fabrique meetings are followed up,

<sup>&</sup>lt;sup>2</sup> The position and duties of a lay Chairperson of the Fabrique Meeting are to be distinguished from what pertains to the "management" function as it is defined in the *Handbook for the Administration of Fabriques*, <u>document 34.200</u>.

<sup>&</sup>lt;sup>3</sup> The parish officials (or parish leadership) are the pastor or priest moderator and the co-ordinator of parish activities or the co-ordination team.

<sup>&</sup>lt;sup>4</sup> Depending on circumstances, this representative may be the parish priest or the priest moderator, or a person in authority at the Diocese, such as the Vicar General or the Human Resources Officer.

<sup>&</sup>lt;sup>5</sup> For more details about these duties, refer to the *Act respecting les fabriques*, Sect. 43, 45, 48, 50, 51, 52 and 56. As well, the Diocese's *Handbook for the Administration of Fabriques*, Fabrique Regulations, <u>document 31.400</u>.

<sup>&</sup>lt;sup>6</sup> If there is a vice-chair among the members, this person may also lead the meeting.

- Ensures that the Fabrique members discharge the duties or files entrusted to them.
- Ensures that legislation and episcopal regulations involving Fabriques are complied with and applied.
- Signs after authorization, banking instruments, contracts and other legal documents.

### 1.2.2 In Connection with parish staff:

- Cooperates closely with the officials and other members of the pastoral team.
- Fosters bonds of understanding, fraternity and cooperation with Fabrique members; regularly reviews the Fabrique's relationship with the pastoral team.
- Makes pastoral staff aware of the concerns and challenges that the Fabrique has.
- In conjunction with the parish priest and the coordinator of parish activities, ensures the management of support staff.

### 1.2.3 In Connection with the Christian community:

- Calls and chairs Meetings of parishioners.
- Swears his/her oath of office before the community.
- Makes the community aware of the Fabrique's role as well as the parish's financial capacity.
- Ensure the annual presentation of the Fabrique's budget estimates and financial statement while respecting the schedule.
- Establish connections with the Pastoral Orientation Council and, if necessary, with other committees or community services.<sup>7</sup>
- 1.2.4 In Connection with other entities (Sector, Region, Diocese):
  - Fosters meetings and dialogue among the Fabriques in the same sector, pastoral unit, city or region.
  - Ensures the Fabrique is represented at regional and Diocesan meetings of churchwardens (or wardens).
  - Calls, as required, on the assistance of Diocesan Offices, in particular, the Diocesan Treasurer's Office Aide aux fabriques and the Diocesan Human Resources Office.
  - Works with the Fabrique on promoting its fundraising campaign in the community, in conjunction with the Diocesan Treasurer's Office Support of Financing of Parishes and the Diocese.

<sup>&</sup>lt;sup>7</sup> Besides these connections, it may be worthwhile, depending on the location, to connect with community organizations (e.g., *mutual aid committee, Knights of Columbus, social clubs, etc.*)

- Keeps the Fabrique aware of key Diocesan guidelines and priorities in financial administration.
- Encourages new Fabrique members to participate in the session offered for new wardens.
- **1.3 Criteria**<sup>8</sup> Among the criteria that may serve as a reference for the choice and assessment of a person being approached as nominee for Chairperson of the Fabrique Meeting, the following qualities should be taken into consideration:
  - His/her sense of the ecclesial mission and interest in pastoral care,
  - His/her experience in financial administration,
  - His/her communication, leadership and organizational skills,
  - His/her leadership in supporting and motivating those involved in the parish,
  - His/her availability and desire to acquire knowledge and develop skills related to the service required,
  - His/her respect and encouragement in dividing up responsibilities within the Fabrique and with the parish officials,
  - His/her openness to cooperating with other Fabriques, regional officials and Diocesan offices,
  - His/her concern for objectivity and ability to adapt to changing or conflict situations.
  - Note that the candidate may be from outside the parish.

<sup>&</sup>lt;sup>8</sup> For the use of these criteria and the possibility of considering other ones, reference can always be made to appraisal tools designed for the position of Chairperson of the Fabrique Meeting.

### 2. OBSERVATIONS AND PRACTICAL ADVICE

- 2.1 Recalling the Recalling that the Fabrique and its Chairperson of the Fabrique mission Meeting are "called to the same mission of creating Church within the Diocese of Saint-Jean-Longueuil and in each one of the parishes and communities in this Diocese, but in a wider sense in the world that is ours (...) we are partners, i.e., we are associated with the same mission but in various ways.9" 2.2 A learning The skill of chairing meetings of the Fabrique and of process parishioners is acquired over time, with knowledge and techniques and with the help of competent and experienced persons. In this regard, the contribution of Fabrique members may be useful for feedback at the end of a meeting on how the meeting was run and for occasional reviews of how certain duties related to the position were accomplished. As well, participation in workshops or training sessions is highly recommended.
- **2.3 Fostering sharing** Caring about how duties are distributed within a Fabrique is already a sign of an effective leader. Encouraging the sharing of information, concerns and services among the Fabriques of the same sector, pastoral unit or region is a sign of openness, support and of solidarity which we, today, can no longer do without. The Chairperson of the Fabrique Meeting "is a relationship person, called to open the Fabrique to being more than itself.<sup>10</sup>"
- 2.4 Some useful resources way be resorted to, in the Community and at the Diocesan Centre, *inter alia*, depending on the situation, file and problem, by calling upon the Diocesan Treasurer's Office Aide aux fabriques, the Diocesan Pastoral Coordination Service, the Human Resources Office and the Diocesan Treasurer.
- 2.5 Avoiding pitfalls The chair must avoid construing his/her role as being a company chair with its employees, or again as reducing the position to just technically presiding or surrogating. Or even confuse this role with one of administrative management; or taking the place of the wardens. The chair cannot act alone; he/she acts within the Fabrique Meeting. The term "Fabrique Chair" should therefore be avoided, but rather the term "Chairperson of the Fabrique Meeting" should be used.

<sup>10</sup> Idem

<sup>&</sup>lt;sup>9</sup> Quoted from "Partners at the Service of the Mission" - Colloquium of Fabriques and Parish Officials in the Diocese of Saint-Jean-Longueuil - March 27, 2004.

### 3. PROCEDURE FOR THE NOMINATION OF A LAYPERSON AS CHAIRPERSON OF THE FABRIQUE MEETING

### 3.1 Process

- 1. The parish priest or priest moderator, after consulting the Fabrique, applies to the Bishop for the nomination of a layperson to be Chairperson of the Fabrique Meeting.
- 2. The Bishop accepts the request and entrusts the responsibility for the consultation to the Diocesan Human Resources Office.
- 3. The Diocesan Human Resources Office, in consultation with parish and regional officials, identifies the right person for this job.
- 4. This person meets with the Diocesan Human Resources Officer, who presents the role, duties and criteria related to the position of Chairperson of the Fabrique Meeting and sees whether he/she is willing to render this service.
- 5. The Diocesan Human Resources Office forwards the recommendation to the Bishop. Once the Bishop has made his decision, he sends a letter of nomination to the person named.

### 3.2 Renewal of the nomination

For an initial year of service, the nomination letter states that this would be for a probationary year.

At the end of the probationary year, an appraisal is performed. In the case of a positive appraisal, the parish priest or priest moderator applies to the Bishop for a nomination for a three-year term.

After a three-year term, a new appraisal is performed. If the results are positive, the parish priest or priest moderator may apply to the Bishop for a new nomination for a final term of three years.

It is desirable to send this renewal request at the latest by May or early June at the latest. With some exceptions, nominations granted for one or more years start on August 1st.

Exceptionally, it is up to the Bishop whether a mandate is extended beyond the period of seven consecutive years.

### 4. APPRAISAL TOOLS

As with holding Fabrique meetings (HAF <u>Document 33.600</u>), it is required to perform periodic performance appraisals of the Chairperson of the Fabrique Meeting. The "<u>Reference Documents</u>" section in the HAF contains the following assessment grids:

### 4.1 Self-assessment by the Chairperson of the Fabrique Meeting

After the first year of office, the Chairperson of the Fabrique Meeting is invited by the Diocesan Human Resources Office, to take stock of his/her chair position by completing a self-assessment and sharing it with the Fabrique members and the parish officials.

### 4.2 Assessment by Fabrique members and parish officials

Annually, the Fabrique members and the parish officials are invited to give their appraisal of the chair position by completing an assessment grid to this end. It is desirable that the responses are shared as a team with the Chairperson of the Fabrique Meeting.

By virtue of the nomination that I have received from the Bishop of the Diocese of Saint-Jean-Longueuil as Chairoerson of the Fabrique meetings of the Parish of

I, \_\_\_\_\_\_, conscious of the importance of this nomination, do promise and swear to administer with honesty and devotion the goods of the Fabrique, in accordance with the provisions of ecclesiastical and civil law.

As a baptized member of the Roman Catholic Church, I commit myself above all to the primacy of the mission of the Church. I promise to collaborate to the best of my ability with the members of the Fabrique, the parish leadership and the other members of the Pastoral Team and also to stand in solidarity with the other parishes and diocesan jurisdictions.

So help me God!

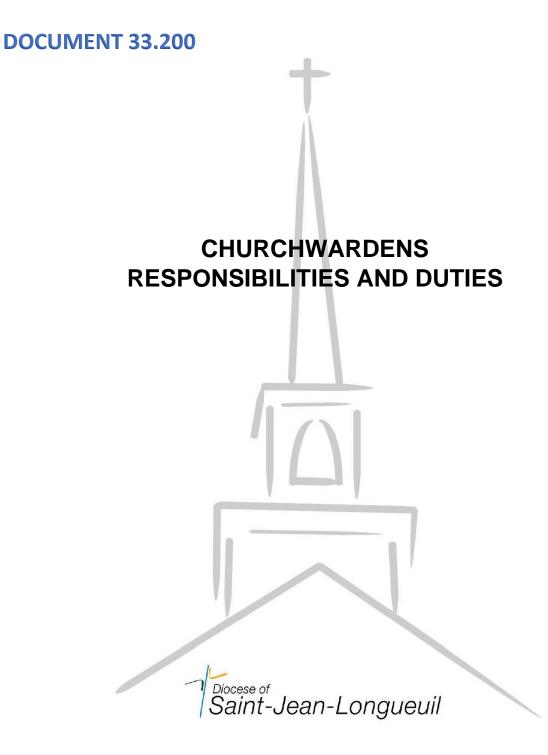
Chairperson of the Fabrique Meeting

Witness

Witness

Place and Date

**Section 30** 



#### For further information, contact:

The Diocesan Treasurer's Office - Aide aux fabriques: fabriques@dsjl.org

## CHURCHWARDENS (OR WARDENS) THEIR RESPONSIBILITIES AND DUTIES

### INTRODUCTION

At each year-end, the parishioners are called upon to elect, for a three-year term, two of their own to be part of the Fabrique.

The six elected members of the Fabrique and the Chairperson of the Fabrique Meeting<sup>1</sup> nowadays face many numerous and important challenges. Without their availability and generosity, the Mission of the Christian Community would often be in a very poor state, as the administrative and financial dimension is a vital support to proclaiming the Good News.

While presenting this document, the Diocesan Treasurer's Office - Aide aux fabriques would like to draw your attention to the need to act in accordance with the <u>Act respecting</u> <u>fabriques (Document 11)</u>. The Fabrique should not be put in a position where its resolutions are rendered void and contestable in court.

This mini document presents:

- 1. A brief reflection about the role of warden,
- 2. A definition of the Fabrique,
- 3. An overview of the main responsibilities of a Fabrique,
- 4. A division of duties,
- 5. Aspirations for Fabrique members.

### 1. A BRIEF REFLECTION ABOUT THE ROLE OF WARDEN

An individual should not be elected primarily because he/she deserves it, but rather because he/she wishes to serve the community by putting his/her talents, experience and availability at the service of all its members. A warden, just like a parishioner called upon to work pastorally, is a responsible, committed and competent Christian that can be relied on by the community and its leaders.

A warden must take up the challenge of administering the temporal goods of his/her Church with the goal of making the proclamation of the Gospel possible. This individual also has accepted to take on as prime quite specific responsibilities based on a fair division of labour within a team: financial management, promotion of revenue, personnel, upkeep of buildings, cemetery, etc.

It is also important that wardens maintain a high degree of confidentiality in meeting discussions and stand by the decisions made.

<sup>&</sup>lt;sup>1</sup> Note that the parish priest is also a Fabrique member, either as Chairperson of the Fabrique Meeting if a layperson has not been nominated by the Bishop, or as an eighth member.

### 2. A DEFINITION OF THE FABRIQUE

"A Fabrique is an ecclesiastical corporation whose object is to acquire, possess, hold and administer property for the practice of the Roman Catholic religion." (*Act respecting fabriques*, Sect. 13).

The Fabrique members make decisions that are often important. However, wardens cannot rely solely on the assistance of others to implement them. They must get involved themselves and ensure any follow-up. Fabrique members are not individuals who look especially or primarily to making a profit. The justification for their decisions is often based on criteria other than financial performance alone. Nor does the Fabrique work as an isolated team; its efforts and responsibilities are part of a whole that is called the Church. In that regard, the Fabrique is called upon to dialogue and show solidarity with other parishes, the Diocese and the Universal Church.

### 3. AN OVERVIEW OF THE MAIN RESPONSIBILITIES OF A FABRIQUE

- Provide good pastoral services with sufficient staff, who have the opportunity for renewal and training, and who can rely on fair pay and working conditions.
- Maintain the buildings while considering that this is not always the most important priority.
- Inform community members about the financial situation of the parish, the challenges it faces, the main actions it is undertaking (hiring staff, maintaining and improving buildings, etc.).
- Prepare the budget estimates in consultation with those responsible for pastoral care: the pastor, coordinator and the mandated pastoral team.
- Find the best ways to involve all parishioners in the financing of parish life.
- Implement effective controls to ensure that the administrative and financial orientations are achieved; take stock periodically.
- Be aware of being part of the Diocesan Church and, therefore, work to share a part of the financial resources with parishes in need, with the Diocesan and Universal Church. "Generosity brings out generosity, as conniving and meanness poison and drive away... the dollars and the faithful" (from the booklet *Administration temporelle*, Novalis.)

### 4. A DIVISION OF DUTIES

To ensure efficient management, it is strongly recommended that each warden be responsible as prime for a working file within the Fabrique. Of course, some wardens could also be primes with responsibility for a particular project.

Following the annual election of new wardens, it is therefore advisable for the Fabrique Meeting to review the division of the files which would be particularly shouldered by each of the members. The following is a list of current responsibilities that individual members might be assigned to as primes. For further details, consult the HAF <u>Document 31.300</u> that specifies how administrative duties may be shared among all the Fabrique members.

- Financial Management and Bookkeeping File
- Promotion of Revenue and Rentals File
- Building and Furniture Maintenance File
- Human Relations File
- Communications and Relations with Outside Parties File
- Cemetery File (only for French Fabrique)

In addition to acting as prime for a file, two wardens should individually assume the responsibility for acting as:

- Fabrique Secretary
- Vice Chairperson of the Fabrique Meeting

### 5. ASPIRATIONS FOR FABRIQUE MEMBERS

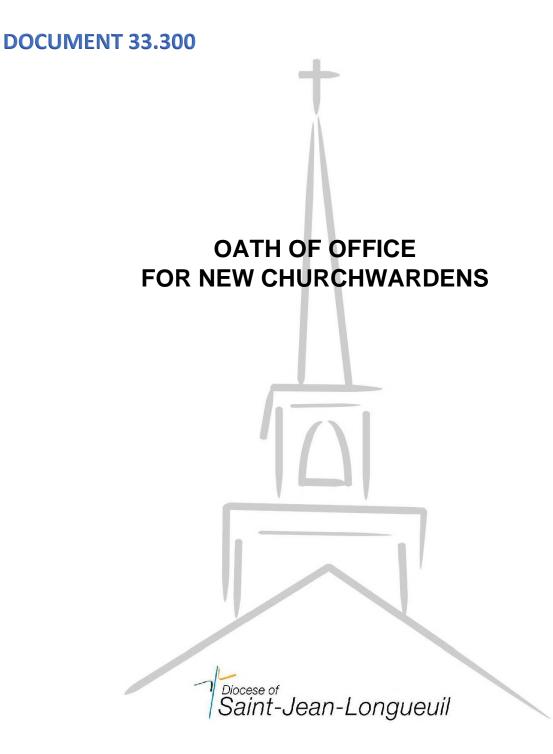
- May the Fabrique members strive to be aware of the pastoral orientations, initiatives and projects and collaborate with pastoral officials (priest, pastoral team) and the Pastoral Orientation Council.
- May the wardens be surrounded by collaborating volunteers assisting them to take on their responsibilities and increase thereby the interest and participation of the greatest number of members in community life.
- May the experience of being a warden be an opportunity to grow as a human being, as a believer and as a Church member.
- May justice, discretion, sharing, honesty and transparency always be values practised by Fabrique members in the context of their administration.
- May all Fabrique members be concerned with their training and may they take advantage of regional or Diocesan meetings to share their experiences, give their opinions and present their expectations.
- May the wardens recognize the members of the various offices at the Diocesan Centre and in the pastoral regions as people of service and as committed partners in the same Church.

### IN CONCLUSION

When it is desired to help to build a "healthy" Christian parish community able to meet challenges, leaders need to be able to make their colleagues aware of the various aspects raised above.

Fabrique members are therefore called upon to draw inspiration from this to make the election of wardens an annual community event, i.e., a highlight when every parishioner feels involved.

**Section 30** 



#### For further information, contact:

The Diocesan Treasurer's Office - Aide aux fabriques: fabriques@dsjl.org

## OATH OF OFFICE FOR NEW CHURCHWARDENS (OR WARDENS)

The custom, long established in most parishes in the Diocese, of having the newly elected churchwardens (or wardens) take their oath of office is not only advisable, but also required by Canon Law (Canon 1283, see HAF <u>Document 12</u>). The most appropriate time for such a swearing-in ceremony would seem to be at a Eucharistic celebration, immediately after the homily, at the latest two or three weeks after taking office.

### Suggested Procedure

### 1. Explanation of the warden's role

The pastor, the parish activities coordinator or the Chairperson of the Fabrique Meeting, first reminds those present that the wardens are recognized by Civil Law as being the administrators of a Fabrique. They are voluntary collaborators at the service of their parish community. Their mandate includes many duties: financial management of the parish and cemetery, promotion of revenue, control of expenses, upkeep of buildings, smooth running of the parish secretary's office, while fostering good relations with the various parish groups, and other Fabriques and the Diocesan Offices. Beside these administrative tasks, they are at the service of development of pastoral care and evangelization. The following qualities are considered necessary: availability, competence and a spirit of service.

### 2. <u>Invitation to all "serving" wardens to come forward</u>

The wardens are not always people known to the members of the Christian community. This invitation to come to the front of the church and their introduction allows parishioners to identify and recognize them. It is also a good opportunity to highlight their specific responsibilities within the team.

### 3. Thanks to the wardens ending their mandate

It is only fair to thank outgoing wardens for the work they have done throughout their mandate. A memento could be presented to them at that time as a token of appreciation and gratitude.

### 4. <u>Welcoming the new wardens</u>

The new wardens are invited to come to the front of the church. They are briefly introduced to the community.

5. <u>Taking the oath of office for the new wardens</u>

The swearing-in ceremony is **required** by Canon Law (Canon 1283). In turn the newly elected members take their oath of office using the following format: "I, ....., churchwarden, conscious of the mandate that has been entrusted to me, do promise and solemnly swear to administer with honesty and with devotion the goods of the Fabrique of the Parish of....., according to the prescriptions of ecclesiastical and civil law.

"I wish to collaborate to the best of my ability with the parish officials, the other persons engaged at the pastoral level and with the other churchwardens.

"So help me God!"

He/she then signs a document with the Fabrique's letterhead on it and the text of the Oath of Office.

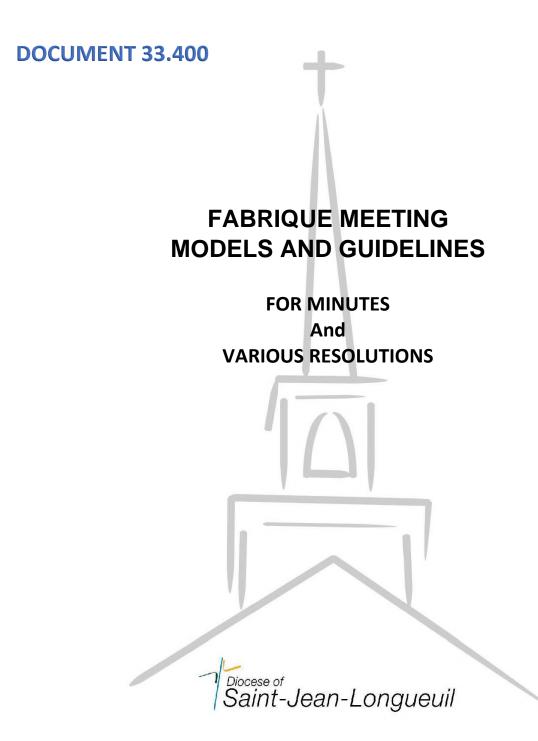
#### 6. <u>Presentation of a symbolic gift to new wardens</u>

Whether it would be a flower attached to a boutonniere or a corsage for the newly elected or the presentation of some other item, this gesture is to give a concrete expression to their commitment to the parish community.

### In conclusion

Making the swearing-in ceremony for the new wardens an important event for the Christian community aims to make their responsibilities known and valued, to thank those who have completed their mandate and to make the commitment of the newly elected to their community more concrete and valuable.

Section 30



## For further information, contact:

The Diocesan Treasurer's Office - Aide aux fabriques: fabriques@dsjl.org

## FABRIQUE MEETING MODELS AND GUIDELINES FOR MINUTES AND VARIOUS RESOLUTIONS

### **GENERAL GUIDELINES FOR MINUTES**

- Although an <u>Act respecting fabriques</u> provides that Fabrique decisions must be made by resolutions that are recorded in a register containing the minutes of meetings [Section 25 (f)], the Act does not specify how to formulate these resolutions or minutes. Via a bylaw the Fabrique may clarify its procedures.
- 2) It is therefore required that a Fabrique refer to Fabrique Bylaw No. 1 that identifies in Article 4 the norms for a Fabrique meeting (see the HAF "<u>Reference Documents</u>" Section). It specifies, in particular, the standards relating to the agenda, churchwarden (or warden) absences, the required quorum and voting. <u>See below</u> <u>an excerpt from Fabrique Bylaw No. 1.</u>
- 3) The minutes for every meeting must be **signed** by the person presiding over the meeting and the person acting as secretary who wrote them up (Sections 48 and 56 of the *Act*). These positions may not be held by the same person.

It is important here to distinguish between the:

• <u>Fabrique Secretary</u>: the individual, a Fabrique member, ensuring, specifically, Fabrique compliance with the provisions of an *Act respecting fabriques* and with Fabrique bylaws and certifying official <u>extracts</u> from Fabrique meeting minutes,

and the:

- <u>Meeting Secretary</u>: the individual designated by the Fabrique Meeting to write up the meeting minutes and sign them along with the person presiding over the meeting. This individual may be a Fabrique member other than the Chairperson of the Fabrique Meeting, or a non-member (who in that case does not have the right to vote). In case of absence, the meeting must name a secretary for that specific meeting.
- 4) It is recommended to **number** each item in the minutes in the margin. A simple way is to insert the current year in the numbering (e.g., 2021-06-03 = 3rd item on the agenda of the 6th meeting of 2021). This method makes it easier to search and backtrack.
- 5) It is advocated in our Diocese that the resolutions identify the mover and the seconder, as is customary in public institutions. This approach is in any case required at Meetings of Parishioners (Section 55 of the *Act*). This provision is confirmed in Fabrique Bylaw No. 1, Article 8.3 (See HAF "<u>Reference Documents</u>" Section.)
- 6) In the <u>Commentary on An Act respecting fabriques</u> booklet, good examples of minutes, resolutions and meeting notices appear. However, taking the above into account, we are asking Fabriques to **use the following models from the Diocese**.

7) Each year, at the beginning of the year, a Fabrique must mandate or renew the mandate of certain individuals who are called upon to represent the Fabrique in various transactions or tasks during the year. These are what are called general mandates. See below a specimen resolution to this end.

An excerpt from Fabrique Bylaw No. 1, Article 4, which specifies the standards for holding a Fabrique Meeting.

We would like to draw your attention to Article 4.4 that specifies the procedure for a virtual Fabrique Meeting.

#### Excerpt from internal management regulation no. 1

#### 4. FABRIQUE MEETING

#### 4.1 Calling a Meeting

A Fabrique Meeting is called pursuant to the provisions of Section 43 of the Act, i.e., by the bishop of the diocese, the chair or two (2) wardens, at least three (3) clear days before that fixed for the meeting.

It is called via a written Formal Notice of a Fabrique Meeting, which is either mailed, sent by messenger, faxed, or emailed or sent by any other telecommunications means and either addressed to each Fabrique member using the address entered in the Fabrique registers or is hand-delivered.

An agenda is attached to that Notice and constitutes an integral part of it.

In case of an emergency, the members may be convened orally. Deliberations shall, however, be restricted to the resolution of the urgent problem.

In the event the notice was not able to be provided within the prescribed times and conditions, the members absent from the meeting must renounce in writing their right to a written notice

#### 4.2 Agenda

The agenda provides the most exhaustive list of matters to be discussed at the meeting, includes all rs that might require a decision and presents the details necessary for this decision by the Fabrique matte Meeting.

One week prior to holding a meeting, all Fabrique members must advise the meeting chair of the matters they wish to place on the Agenda.

When holding a Fabrique meeting, any member may suggest adding the following matters to the agenda:

- Matters for discussion not needing a decision,
  - Matters related to current transactions or recurring matters which might require a decision.
- Supplementary matters and those linked to other matters already on the agenda, c) Exceptional or substantial matters needing a decision provided all the Fabrique members are d)
- present and consent to discuss these matters.

#### 4.3 Location

b)

Meetings are held in the location required by the person calling the Meetings

4.4 Right to Attend Only the Fabrique members are entitled to attend Fabrique meetings. These meetings are private. It is required that they take place face-to-face. It is possible for a third party like the meeting secretary or a person invited as a resource person to attend part or all of a meeting (for example, the coordinator of parish activities or a contractor for the restoration of the roof.)

If circumstances require it, in the judgement of the meeting chair, members may participate in the Fabrique meeting by a means of remote communication allowing immediate communication as long as all members present are in agreement. In order to ensure that meetings are closed and confidential, the member(s) connecting remotely must attest that each is alone when attending the meeting. Videoconferencing is recommended as it allows a virtual presence comparable to being in a face-to-face meeting. The cameras must stay on throughout the meeting to ensure the member's presence, failing that he/she is not allowed to participate in voting. A Fabrique meeting may also be held by telephone using the same conditions. If there is a consultation and a decision by email, the decision should be endorsed at the next meeting. The minutes should specify the consent of all the members and the way the meeting was held, stating which members were in person and which were connected remotely and the means used.

#### 4.5 Absence from Fabrique Meetings

Any warden who expects to be absent from a Fabrique meeting must notify the meeting chair by any means of communication of his/her choice at least the day before the meeting is held so as to ensure a quorum.

A warden should feel obliged to resign for absenteeism if any of the following circumstances occur:

a) If he/she is absent from three consecutive meetings without valid justification, b) If, within a period of twelve (12) months, he or she has been absent from half or more of the

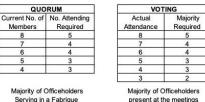
meetings without valid justification It is up to the Fabrique to decide, by resolution and without appeal, the validity of the justifications for the

absences of a warden

#### 4.6 Quorum and Voting

A majority of the serving members of the Fabrique constitutes a guorum at a Fabrique meeting.

Decisions are made by majority vote of the members present at a Fabrique meeting. When voting, an abstention counts as a negative vote.



Serving in a Fabrique



Confidentiality The Fabrique members will ensure they maintain the confidentiality of all discussions and deliberations at the meeting and of all decisions made. The meeting minutes register remains public. (Ref. Section 25 of the Act.)

# THE MODELS

	MEETING NOTICE				
	GIVEN TO FABRIQUE MEETING MEMBERS OF THE PARISH OF				
	, parish priest , churchwarden Ms. (or Mrs.), churchwarden, <i>(etc.).</i>				
Chairpe will be h On At	<pre>ardance with Section 43 of an Act respecting fabriques and at the request of the erson of the Fabrique Meeting<sup>1</sup>, you are hereby convened to a Fabrique meeting that held:</pre>				
	AGENDA				
1.	Opening of the Meeting, Prayer and Establishment of Quorum				
2.	Adoption of the Agenda				
3.	Approval of Previous Meeting Minutes				
4.	Action Items from the Minutes				
5.	Correspondence and Miscellaneous Items				
6.	Treasurer's Financial Report				
7.	File Lead Reports: 7.1 Promotion of Revenue 7.2 Buildings and Rentals 7.3 Human Resources 7.4 Communications 7.5 Cemetery				
8.	Item (to be specified)				
9.	Item (to be specified)				
10.	Miscellaneous Business				
11.	Next Meeting				
12.	Closing of Meeting				
Notes:	erson of the Fabrique Meeting (or Fabrique Secretary) (Date)				

latter refuses to act), by the Bishop or by two Fabrique members.

2 Members may participate via some means of remote communication that allows immediate communication if all members present in person agree. See Fabrique Bylaw No. 1, Article 4.4 (in <u>Reference Documents</u>).

FABR	IQUE OF THE PARIS	H OF		
WAIVE	WAIVER OF THE MEETING NOTICE			
Fa	abrique Meeting held o	n		
In accordance with Section 44 of an <i>Act respecting fabriques</i> , I, the undersigned, <u>was absent</u> from said Fabrique Meeting. I hereby waive the written Meeting Notice, consent to the holding of the meeting and state that that it was regularly constituted. ( <i>Make a list of absences with their signatures.</i> )				
Name:	Date:	Signature:		
Name:	Date:	Signature:		
<u>respecting fabriques</u> , <u>Sect. 43</u> , <u>any me</u> according to Sect. 44, the mere presen is specifically to object to the deliberation rules.	mber absent from this meet ce of a Fabrique member a ons on the grounds that the e of emergency meetings,	thin the three (3) clear days prescribed by an <u>Act</u> <u>eting</u> must waive the notice in writing. However, at the meeting is equivalent to a waiver, unless it e meeting was not called in accordance with the specifically for important projects. In the case of I members.		

# TYPICAL RESOLUTION

WHEREAS\_\_\_\_\_,

WHEREAS\_\_\_\_\_,

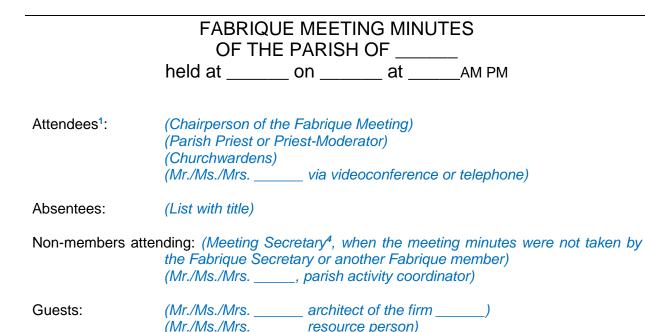
Moved by \_\_\_\_\_ and seconded by \_\_\_\_\_, be it resolved that *(enter the decision)* and that \_\_\_\_\_ and \_\_\_\_\_ be mandated to represent the Fabrique in this matter.

Carried unanimously (or by majority vote.)

#### Notes:

Even if discussion of a matter has not ended up with a decision or resolution, the minutes should mention the consideration given to it during the meeting.

If there is a vote, an abstention is equivalent to a negative vote. The dissent of a member, at his/her request, can be recorded in the minutes.



#### 1. OPENING OF THE MEETING, PRAYER AND ESTABLISHMENT OF QUORUM

This meeting was duly convened<sup>2</sup> by a written notice addressed to each member of the Fabrique, in accordance with <u>Section 43 of an *Act respecting fabriques*</u>.

In accordance with <u>Section 43 of an *Act respecting fabriques*</u>, the members, <u>by their mere</u> <u>presence</u>, waived notice of the meeting, consented to holding this meeting and stated that the meeting was duly constituted. The members absent have waived notice of the meeting as evidenced by their signatures on the minutes of this meeting.

The Chairperson of the Fabrique Meeting<sup>3</sup> presided and established that there was a quorum.

In accordance with Article 4.4 of Fabrique Bylaw No. 1, all members attending in-person consented to the use of a method of remote communication<sup>1</sup> for holding this meeting, namely\_\_\_\_\_\_ (*enter the method(s) of remote communication used*)

The chair opened the meeting with a prayer. Mr./Ms./Mrs. \_\_\_\_\_ acted as the secretary of this Fabrique<sup>4</sup> meeting.

Notes:

- 2 The expression "duly convened" dispenses with the need to keep a copy of the written meeting notice.
- 3 In the absence of the Chairperson of the Fabrique Meeting or Vice-Chair, only the Bishop or his delegate may chair a meeting, otherwise, the decisions made do not have any legal validity.
- 4 Distinguish here between the Fabrique Secretary and the person acting as the secretary of a meeting: see the GENERAL GUIDELINES of this document, item 3. In the event of an absence of the meeting secretary, formulate a resolution to appoint a secretary for this specific meeting.

<sup>1</sup> Members may participate via a remote means of communication that allows immediate communication if all members present in person agree. See Fabrique Bylaw No. 1, Article 4.4. Mention the type(s) of communications used.

## 2. ADOPTION OF THE AGENDA

It is moved by \_\_\_\_\_, seconded by \_\_\_\_\_, to adopt the agenda as presented in the written Meeting Notice.

or

with the following additions: *(list them)* 

All the Fabrique members were in attendance and agreed to the additions<sup>1</sup>. Carried unanimously (*or* by majority vote.)

Note:

1 Items providing information or not requiring a decision may be added. However, if the item being added is important and requires a decision, all the Fabrique members must be present at the meeting and agree to the addition. <u>See Article 4.2 of Fabrique Bylaw No. 1</u>.

#### 3. APPROVAL OF PREVIOUS MEETING MINUTES

The Chairperson of the Fabrique Meeting (or meeting secretary) have read the Minutes of Meeting No. \_\_\_\_\_\_ held on \_\_\_\_\_\_. After the reading, it was moved by \_\_\_\_\_\_, seconded by \_\_\_\_\_\_, that the minutes be approved as written (or with the following modifications: \_\_\_\_\_) and the chair of this meeting and the meeting secretary be authorized to sign them.

#### 4. ACTION ITEMS FROM MINUTES

(Identify the number and heading of each action item.)

The action items from previous meetings have already been put on this agenda.

#### 5. CORRESPONDENCE AND MISCELLANEOUS ITEMS

The Fabrique Secretary reported on the correspondence received: \_\_\_\_\_

The item \_\_\_\_\_ was dealt with immediately: \_\_\_\_\_

The Fabrique Secretary was requested to send an acknowledgement of receipt to: \_\_\_\_\_ and to ensure the following items are put on the agenda for the next meeting:

Between now and the next meeting, the Fabrique Secretary was requested to send the following response to \_\_\_\_\_: (and enter the response)

#### 6. TREASURER'S FINANCIAL REPORT

The Treasurer presented the statement of revenues and disbursements of the Fabrique for the period from \_\_\_\_\_\_ to \_\_\_\_\_ and a bank reconciliation dated \_\_\_\_\_. The Fabrique Meeting took note of this. *or* The Treasurer was asked to \_\_\_\_\_\_ *(e.g., to invest \$\_\_\_\_\_ on the following terms:* 

#### 7. FILE PRIME RESPONSIBLE CHURCHWARDEN REPORTS<sup>1</sup>

- 7.1 Promotion of Revenue Mr./Ms./Mrs. \_\_\_\_\_ presented the report regarding \_\_\_
- 7.1 Buildings and Rentals Mr./Ms./Mrs. \_\_\_\_\_ reported no activity in this matter.

(etc.)

#### Notes:

It is recommended that files be assigned to the Fabrique members as a prime responsible for his/her file. <u>See HAF</u> <u>Document 31.300</u>. They then provide up-to-date reports of information concerning that file.

Members are asked to advise the Chairperson of the Fabrique Meeting one week in advance of any item to be placed on the agenda.

If the item is important, it should be placed under item 8 or 9 of the agenda.

#### 8. (ITEM TO BE SPECIFIED: see specific resolutions further on)

- 9. (ITEM TO BE SPECIFIED)
- 10. MISCELLANEOUS BUSINESS (Items not needing any immediate decision)

#### 11. NEXT MEETING

(The date, time and place for the next meeting may be agreed upon. **This does not dispense with the obligation to convene the members in writing**, in compliance with Section 43 of an Act respecting fabriques.)

12. CLOSING OF MEETING <sup>1</sup>	
Their being no further business <sup>2</sup> , it was me meeting. Carried unanimously ( <i>or</i> by majority vote). The Chairperson of the Fabrique Meeting o	oved by, seconded by to close the declared the meeting closed.
Chairperson of the Fabrique Meeting	Meeting Secretary
APPROVAL <sup>3</sup>	
The above minutes were approved by the I	Fabrique meeting of
Chairperson of the Fabrique Meeting	Meeting Secretary
Neteo	
<ul><li>Notes:</li><li>1 This is the last item to appear at the end of the min has not been a recess.</li></ul>	nutes. It indicates clearly that this meeting is over and that there
model further on.) If all the members agree, a re	ay be adjourned without another written convocation. (See the esolution may also be formulated to defer unfinished business icated per item: "Item deferred to the next meeting."

3 The minutes will then be approved at the next Fabrique meeting (or forthwith as preferred). After approval, they must be signed by the Chairperson of the Fabrique Meeting during that meeting and the meeting secretary who officially took them (Section 48 of an *Act respecting fabriques*.).

EXTRACT FROM THE MINUTES		
(On a document bearing the official Fabrique letterhead)		
EXTRACT FROM THE MINUTES of a Meeting of the Fabrique of the Parish of held at on		
Attendees: (list)		
Chaired by Fr./Mr./Ms./Mrs, (parish priest, chair, vice-chair), constituting a quorum.		
(Transcribe here the text of the resolution as recorded in the Minutes.)		
CERTIFICATE		
I, the undersigned, Fabrique Secretary, certify that the text reproduced above is an authentic extract from the aforementioned Fabrique Meeting Minutes and that this Resolution is still in force.		
(Affix the Parish Seal.)		
Fabrique Secretary (or Parish Priest)     (Date)		

### SPECIFIC RESOLUTIONS

12. RE	CESSING	OF THE	MEETING
--------	---------	--------	---------

Since there remains business tabled, it is moved by \_\_\_\_\_, seconded by \_\_\_\_\_, to recess the meeting until \_\_\_\_\_ (date ) at \_\_\_\_\_ AM PM.

Carried unanimously (or majority vote).

#### Notes:

A meeting may be recessed until all business has been transacted. Nevertheless, no new business may be submitted or considered, unless all the Fabrique members are in attendance and agree to this. (See Section 47 of an <u>Act</u> <u>respecting fabriques</u>).

The advantage of recessing is that no written Meeting Notice is required. However, by mutual agreement with all Fabrique members, it is possible to write: "Deferred to the next meeting" for each item on the list of unfinished business.

## 8. GENERAL MANDATES

Moved by \_\_\_\_\_, seconded by \_\_\_\_\_, be it resolved that the following individuals be mandated to represent the Fabrique in the corresponding tasks or files. These mandates end either on December 31, \_\_\_\_, or when the individual ceases to be in office. (*To be specified for each one*) These mandates replace any previous mandates:

8.1 Mr. (Ms./Mrs.) \_\_\_\_\_ to act as Fabrique Secretary,

- 8.2 Mr. (Ms./Mrs.) \_\_\_\_\_ to act as Secretary for Fabrique Meetings,
- 8.3 Mr. (Ms./Mrs.) \_\_\_\_\_, Mr. (Ms./Mrs.) \_\_\_\_\_ and Mr. (Ms./Mrs.) \_\_\_\_\_ (or more) as signatories for banking instruments,
- 8.4 Mr. (Ms./Mrs.) \_\_\_\_\_ for payment of routine bills and purchases of routine supplies not exceeding \$\_\_\_\_\_,
- 8.5 Mr. (Ms./Mrs.) \_\_\_\_\_ as signatory for employment contracts of Fabrique staff,
- 8.6 Mr. (Ms./Mrs.) \_\_\_\_\_ to process pay and issue all related forms (e.g., T-4 and RL-1),
- 8.7 Mr. (Ms./Mrs.) \_\_\_\_\_ for signing tax receipts,
- 8.8 Mr. (Ms./Mrs.) \_\_\_\_\_ for bookkeeping and issuing the required Federal and Quebec Revenue Ministry forms (e.g., the "T-3010 Registered Charity Information Return" form),
- 8.9 Mr. (Ms./Mrs.) \_\_\_\_\_ as signatories for rental contracts for Fabrique premises,
- 8.10 Mr. (Ms./Mrs.) \_\_\_\_\_ to transact business with La Mutuelle d'assurance en Église,
- 8.11 Mr. (Ms./Mrs.) \_\_\_\_\_ and Mr. (Ms./Mrs.) \_\_\_\_\_ as signatories for all contracts and forms related to cemetery concessions,
- 8.12 Mr. (Ms./Mrs.) \_\_\_\_\_ for/as... (to be completed)

Carried unanimously (or by majority vote).

#### Notes:

This resolution must be undertaken at the start of each year and cover a period that ends when a new resolution is passed the following year. Refer to article 6.2 of <u>Fabrique Bylaw No. 1</u>. This list is not exhaustive; it is to be adjusted according to your circumstances. These responsibilities may be combined or split/shared among several people.

IN CASE OF AN INVESTMENT
It is moved by, seconded by, to undertake the following investments on the following terms:  • With the Diocese of Saint-Jean-Longueuil <sup>1</sup> or With <sup>2</sup> : • For the Parish Fund, the amount of: \$ • For the Fonds cimetière, the amount of: \$ • For the Fonds patrimonial, the amount of: \$ • Investment Type <sup>1</sup> : (e.g., municipal bonds, etc.) • Annual Rate of Interest:% • Maturity Date:
And to mandate and to sign on behalf of the Fabrique any document required to this end.
Carried unanimously (or by majority vote).
This resolution is conditional on the approval of the Bishop or his delegate.
Notes:
1 An investment can be made with the Diocese on very favourable terms for Fabriques; refer to HAF <u>Document</u> <u>32.500</u> .
2 A Fabrique is obliged by Section 18 (i) of an <u>Act respecting fabriques</u> to invest its funds in accordance with the provisions of the Civil Code of Quebec regarding investments presumed sound.
IN CASE OF A LINE OF CREDIT
To ensure that the Fabrique has the necessary liquidity to cover the costs of its current transactions, it is moved by, seconded by, that a line of credit be secured on the following terms:

- Financial Institution: \_\_\_\_\_
- Amount of the Line of Credit: \$\_\_\_\_\_
- Annual Rate of Interest: \_\_\_\_%
- Maturity Date: \_\_\_\_\_
- Other terms: \_\_\_\_\_

And to mandate \_\_\_\_\_\_ and \_\_\_\_\_ to sign on behalf of the Fabrique any document required to this end.

Carried unanimously (or by majority vote).

This resolution is conditional on the approval of the Bishop or his delegate.

Note:

A line of credit is considered a loan and is subject to Sections 27 and 28 of an <u>Act respecting fabriques</u> which prescribe when a Meeting of Parishioners is mandatory. In all cases, the approval of the Bishop is required.

#### IN CASE OF A LOAN

In order to cover the costs of \_\_\_\_\_\_ (enter the project or initiative to be funded, e.g., restoration of the church roof), it is moved by \_\_\_\_\_\_, seconded by \_\_\_\_\_\_, to contract a loan on the following terms:

- Diocese of Saint-Jean-Longueuil
   or Financial Institution: \_\_\_\_\_
- Loan Amount: \$\_\_\_\_\_
- Annual Rate of Interest: \_\_\_\_%
- Maturity Date: \_\_
- Capital Repayment and Interest Schedule: (e.g., annually on\_\_\_\_; monthly on the 1<sup>st</sup> day of each month)
- Other terms: \_\_\_\_\_

And to mandate \_\_\_\_\_\_ and \_\_\_\_\_ to sign on behalf of the Fabrique any document required to this end.

Carried unanimously (or by majority vote).

This resolution is conditional on the approval of the Bishop or his delegate, as well as the approval of a Meeting of Parishioners.

Note:

The approval of a Meeting of Parishioners is required when the loan is over 25% of the previous year's revenue of the Fabrique, or if the repayment term goes beyond the fiscal year. Refer to Sections 27 and 28 of an <u>Act respecting</u> <u>fabriques</u>. The approval of the Bishop is required at all times.

#### IN THE EVENT OF RATIFYING A DECISION MADE BY EMAIL

Following an email consultation on \_\_\_\_\_ (date), with the subject being \_\_\_\_\_, and with all members agreeing to use this means of remote communication (in accordance with Article 4.4 of Fabrique Bylaw No. 1), it is moved by \_\_\_\_\_, seconded by \_\_\_\_\_, to ratify the decision made during this consultation, i.e.: *(Enter the decision.)* 

Note:

This course of action should remain exceptional and must not replace the necessity of an in-person meeting. Refer to Article 4.4 of <u>Fabrique Bylaw No. 1</u>.

IN THE EVENT OF A CONFLICT OF INTEREST (Section 46 of an Act respecting fabriques)

Mr./Ms./Mrs. \_\_\_\_\_, considering that he/she has an interest in this matter that is distinct from the other members, withdraws for the duration of the deliberations and states that he/she would abstain from voting on this matter.

or

It is moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that it is considered that Mr./Ms./Mrs. \_\_\_\_\_has an interest in this matter that is distinct from the other members. Consequently, he/she should withdraw for the duration of the deliberations and abstain from voting on this matter.

Carried unanimously (or by majority vote).

Notes:

At a time when the issue of conflicts of interest figures prominently in the news, the Fabriques should avoid any confusion in this regard. Likewise, avoid any appearance of conflict of interests.

Section 39 f) of an \**Act respecting fabriques*\* defines the concept of conflict of interest (See "<u>An Act Respecting</u> <u>Fabriques Highlights and Commentary</u>", HAF Document 11).

It is the responsibility of the Fabrique meeting to make a final and conclusive determination as to whether a member is in conflict of interest.

#### IN THE CASE OF A CONTRACT FOR CONSTRUCTION WORK

Mr./Ms./Mrs. \_\_\_\_\_\_ presented to the members of the meeting the bids received for undertaking work related to: \_\_\_\_\_.

- Bid from \_\_\_\_\_
- Bid from \_\_\_\_\_
- Bid from \_\_\_\_\_

All bids were duly completed, signed and received at the date, time and place set by the Fabrique and were opened at the date, time and place specified in the presence of \_\_\_\_\_.

After a review and debate, it was moved by \_\_\_\_\_, seconded by \_\_\_\_\_, that the Fabrique accept the bid deemed compliant presented by \_\_\_\_\_ in the amount of \$ \_\_\_\_\_, and mandate \_\_\_\_\_ and \_\_\_\_ to sign hereby and on behalf of the Fabrique all documents required in this regard.

This resolution is conditional on the approval of the Bishop or his delegate.

Notes:

When the Fabrique needs to have work done, reference should be made to Episcopal Regulation No.1 (*Handbook for the Administration of Fabriques Document 43.100*).

#### IN THE EVENT OF A RESOLUTION ADOPTED OUTSIDE OF A MEETING

### WRITTEN RESOLUTION

In Lieu of a Meeting of the Fabrique of the Parish of \_\_\_\_\_

Adopted at \_\_\_\_\_ on \_\_\_\_\_

SUBJECT: \_\_\_\_\_ (Specify the <u>particular case</u> that justifies such a procedure.)

WHEREAS... (For example, the members are unable to convene for a Fabrique meeting.)

Moved by\_\_\_\_\_, seconded by\_\_\_\_\_, be it resolved that\_\_\_\_\_. Carried unanimously (*or* by majority vote).

#### VALIDITY

We, the undersigned, state that we are all the members entitled to vote at a Fabrique meeting. Accordingly, the preceding Resolution, signed by us, is as valid as if it had been adopted during a meeting, in accordance with Section 354 of the *Civil Code of Quebec*.

(Add sufficient lines for the signature of all the members.) (On official Fabrique letterhead, attach this resolution to the Meeting Minutes Register and refer to it at the succeeding meeting.)

#### IN THE EVENT OF A MEMBER'S REPEATED AND UNJUSTIFIED ABSENCE

WHEREAS Mr./Ms./Mrs. \_\_\_\_\_ has been absent from three consecutive Fabrique meetings without providing a valid reason, i.e., the meetings held on \_\_\_\_\_ (Enter the three meeting dates when the absence occurred.)

#### or

WHEREAS Mr./Ms./Mrs. \_\_\_\_\_, over a twelve-month period from \_\_\_\_\_ 20\_\_ to \_\_\_\_\_ 20\_\_\_, has been absent from half or more of the Fabrique meetings <u>without providing a valid</u> reason, i.e., the meetings held on\_\_\_\_\_ *Enter the meeting dates when the absence occurred.*)

Moved by \_\_\_\_\_, seconded by \_\_\_\_\_, be it resolved to request hereby the resignation in writing of Mr./Ms./Mrs. \_\_\_\_\_ as a churchwarden by virtue of Article 4.5 of Fabrique Bylaw No. 1.

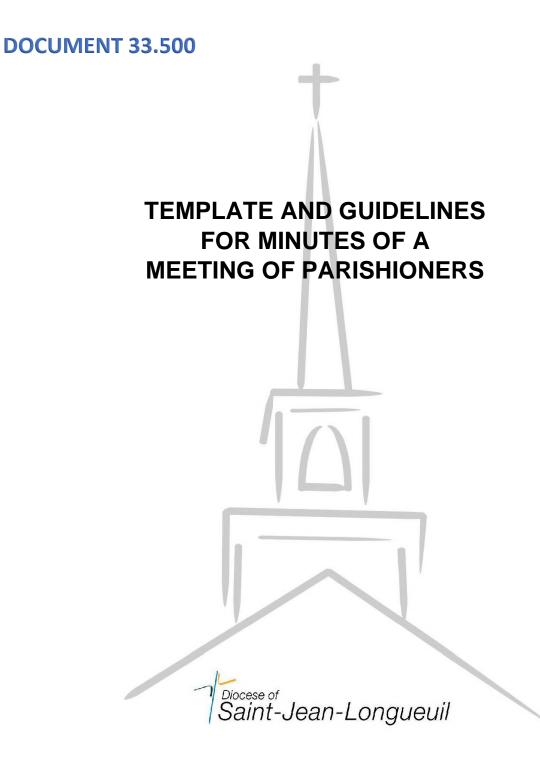
Carried unanimously (or by majority vote).

Notes:

A Fabrique is not able to dismiss one of its members. It may only request his/her resignation. By virtue of being sworn in as churchwarden, the individual is compelled to resign. If he/she refuses; however, he/she remains a Fabrique member with the inconvenience that this may cause.

This relates to unjustified absences, i.e., without a valid reason. It is up to the Fabrique to determine whether the absences are justified or not.

**Section 30** 



#### For further information, contact:

The Diocesan Treasurer's Office - Aide aux fabriques: fabriques@dsil.org

# TEMPLATE AND GUIDELINES FOR THE MINUTES OF A MEETING OF PARISHIONERS

### GENERAL GUIDELINES

- There are just two reasons for convening a "Meeting of Parishioners" as prescribed in an <u>Act respecting fabriques<sup>1</sup></u>:
  - a) The election of churchwardens (Section 36).
  - b) For authorizing a loan (Section 28) whose term exceeds a financial year or when the amount exceeds 25% of current revenues. Note that a line of credit is considered a loan.
- Any other meeting of parishioners is viewed as an informational meeting. Refer to Fabrique Bylaw No. 4 on the Public Consultation of Parishioners. (See HAF "<u>Reference Documents</u>" Section.)
- 3) An *Act respecting fabriques* does not state much about running a Meeting of Parishioners (Sections 49-56). This may be specified by the Fabrique in a procedure (Ref. Fabrique Bylaw No. 3).
- 4) Although the *Act* specifies that the Notice of Meeting must be published in one of the following ways, it is recommended to use all these ways and others as needed (for example, a website). It should be:
  - a) Read at Sunday Masses,
  - b) Posted on the church door.
  - c) Inserted in the Church Bulletin, officially in a periodical for parishioners, a copy of which they can take at each of the places of worship in the parish.
- 5) To avoid extending the meeting, it is required to use the **template for the minutes** that has been already prepared by taking care to insert enough blank spaces to fill it in at the meeting. (See HAF "<u>Reference Document</u>" Section.)
- 6) It is advocated in our Diocese to identify the mover and seconder in resolutions. This procedure is required moreover by the *Act* at a Meeting of Parishioners.
- 7) A reference to the Closing of the Meeting is the last item to appear at the end of the Minutes. This clearly indicates that this Meeting is over and that it has not been recessed.
- 8) It is recognized and accepted that the Minutes must be approved right away by the parishioners.

<sup>&</sup>lt;sup>1</sup> Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on both tabs.

## MEETING FOR THE ELECTION OF NEW CHURCHWARDENS (OR WARDENS)

Refer to **Fabrique Bylaw No. 3** for the election of wardens. (See HAF "<u>Reference</u> <u>Document</u>" Section.)

This Bylaw **specifies how to run the meeting** and defines the voting procedures. It is essential to follow the guidelines to avoid the validity of the election being challenged.

The minutes then must be written up based on the Bylaw. The same applies to the formal Notice of Meeting, which includes the agenda.

It is therefore required that the Fabrique use the <u>Minutes and Meeting Notice templates</u> available in the HAF "<u>Reference Documents</u>" for the elections of wardens. The documents in WORD format are drawn up in accordance with Fabrique Bylaw No. 3 and state **certain procedures** that a Fabrique must follow.

## MEETING FOR THE PURPOSE OF A LOAN OR LINE OF CREDIT

It is suggested that the approval of parishioners for a loan be sought at the same time the Meeting of Parishioners for the election of wardens is being held (see above). This would avoid holding a second meeting. This subject should then be added to the Meeting Notice. (See the template in the HAF "<u>Reference Document</u>".)

A model of a resolution that might be added to the Minutes mentioned above along with shifting the numbering of the other sections of the Minutes is shown below:

6. LOAN AUTHORIZATION

The chair of the meeting requests the Meeting of Parishioners to approve the following resolution that the Fabrique has already adopted at its meeting held on

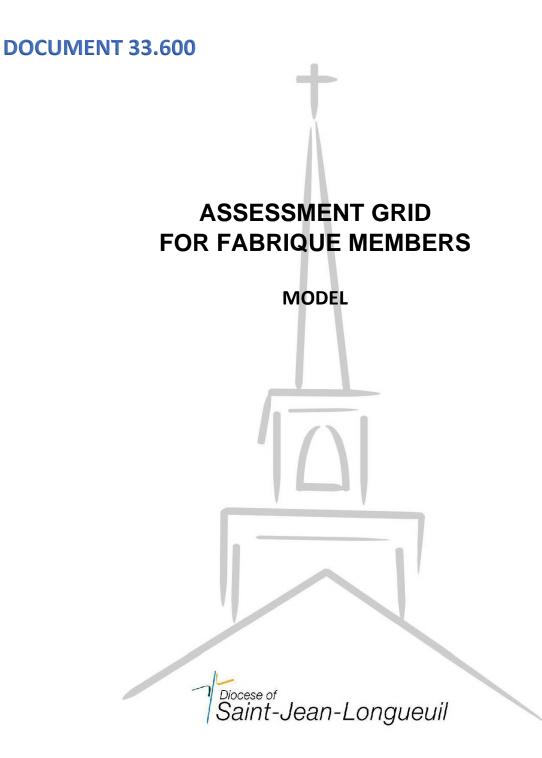
(Include here the text of the Fabrique resolution concerning the loan and the terms: reason, amount, creditor, interest rate, maturity date, etc.).

Moved by Mr./Ms./Mrs. \_\_\_\_\_, seconded by Mr./Ms./Mrs. \_\_\_\_\_, be it resolved unanimously (by majority vote) that the Fabrique be authorized to proceed with the loan subject to the above-mentioned terms.

#### 7. MISCELLANEOUS INFORMATION...

(Continue following the template for the Meeting of Parishioners for the election of churchwardens.)

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#### For further information, contact:

The Diocesan Treasurer's Office – Aide aux fabriques: <u>fabriques@dsjl.org</u>

# MODEL ASSESSMENT GRID FOR FABRIQUE MEMBERS' USE

The objective of this assessment grid is to enable the Fabrique meeting members to take stock of their activities at the end of a year or at another time deemed useful.

Depending on circumstances, members might focus more on one item or another; however, most of the time, it will be beneficial to address even briefly all the questions put forward to their attention.

1. Meetings					
1.1	Are we satisfied with the way Fabrique meetings are convened? (The notice always comes on time. Complies with the prescribed time limit in the Act. The notice states the date, time and meeting place The agenda is attached, etc.)				
	Fully Satisfactory	Satisfactory	Partially Satisfactory	Unsatisfactory	
1.2	Is the Agenda proving to (The agenda is sent to us prior approximate amount of time is an the agenda, etc.)	to the meeting. All	<b>) ?</b> the main items are listed, allowing e main items. It is feasible to add ite	us to prepare. An errs before adopting	
	Fully Satisfactory	Satisfactory	Partially Satisfactory	Unsatisfactory	
1.3	.3 Is the wording of the meeting minutes satisfactory for us? (The wording is accurate and concise and the minutes include all the decisions. The people moving and seconding resolutions as well as the voting results are recorded. The reading of the minutes reveals who did what. A copy is sent to each Fabrique member before the next meeting, etc.)				
	Fully Satisfactory	Satisfactory	Partially Satisfactory	Unsatisfactory	
1.4	4 How do we assess the work of the facilitator of our meetings? (It is not necessarily the chair that does the facilitation.) (All participants are called on to speak and feel at ease in doing this (even new members). The timing is respected: we start on time, with a moment for prayer and reflection and the meeting ends on time., We do not waste time even if people are in a good mood, etc.)				
	Fully Satisfactory	Satisfactory	Partially Satisfactory	Unsatisfactory	
1.5	Are we happy with the way decisions are made? (Before making a decision, everyone is given a chance to express his/her opinion. To the extent possible, we favour decision-making by consensus. When, exceptionally, a conflict of interest or an appearance of one arises, the person in question withdraws as prescribed by the Act. The interaction in discussions is allowing us to explore all sides of a question or problem, etc.)				
	Fully Satisfactory	Satisfactory	Partially Satisfactory	Unsatisfactory	
1.6	blackboard and computer equipn	lows us to work com nent to illustrate our io	tings are held? fortably. As needed, we can rely leas or outline a project. We have a work in complete discretion, etc.)		
	Fully Satisfactory	Satisfactory	Partially Satisfactory	Unsatisfactory	

1.7 Are we satisfied with the climate in which the Fabrique members work?

(Everyone is respected with his/her strengths and limitations. Each person's experience counts. Efforts are made to facilitate the integration of the newly elected members. Once or a few times a year, we hold a special gathering with a meal including spouses, a resource day and/or formation, etc.)

Fully Satisfactory Partia	ly Satisfactory Unsatisfactory
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## 2. Individual Functions and Roles

 2.1 Are we satisfied with the way the meetings are chaired? (*The chair is not overwhelming "colleagues" with the force of his/her interventions or a wealth of information. This person is more a resource than a boss, etc.*) (*Also refer to HAF Document 33.100.*)
 Fully Satisfactory Satisfactory Harially Satisfactory Unsatisfactory Satisfactory Harially Satisfactory Satisfactory

 2.2 Can the meeting secretary's work be rated satisfactory? (All the decisions are recorded objectively in the minutes. The write-up is accurate, neat, complete and concise. Correspondence is handled with discretion and efficiency, etc.)

Fully Satisfactory Satisfactory	Partially Satisfactory	Unsatisfactory 🗌
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2.3 How do we feel about the division of labour and responsibilities? (Each member carries "his/her fair share." Each time new members are elected; we review this division. As needed, for example, for the parish dues campaign, we give a helping hand to an overworked colleague. For a particularly important project, we all sometimes get involved. The duties taken on by each of us are all considered important; etc.)

Fully Satisfactory   Satisfactory	Partially Satisfactory	Unsatisfactory
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## 3. Relationships

Fully Satisfactory

3.1 What do we have to say regarding our relationships with the personnel working pastorally - are we satisfied?

(The Fabrique and pastoral agents have a mutual understanding of respective work and responsibilities. A few times throughout the year, we have had a chance to meet to talk about our work and projects... as well as life in our community. When we are preparing our annual budget, we meet with the pastoral staff to learn about their projects and initiatives and funding needs, etc.)

	Fully Satisfactory	Satisfactory	Partially Satisfactory	Unsatisfactory
3.2	What about our relations (We know what is being done in a information as much and as best	this regard. We ackn	owledge the work done annually	r. We are sharing relevant

- . .

Fully Satisfactory	Satisfactory	Partially Satisfactory	Unsatisfactory
	•		•

3.3 Are our relationships with the pastoral team and the volunteers satisfactory? (At least once a year, we organize a joint meeting with the community stakeholders. We try to meet the committees' expectations as best we can. We respect the people working in this regard. We are grateful to them... and we tell them, etc.)

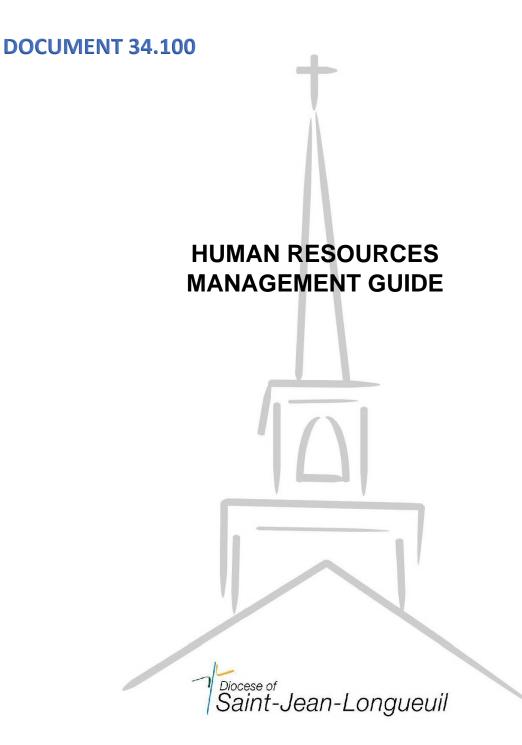
Satisfactory	Partially Satisfactory	Unsatisfactory 🗌
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# 4. Peak Moments...

4.1	his/her personal contribu	tion?	demanding task. Is everyor		
	(Nothing is decided without the Fabrique members knowing. Everyone can give his or her opinion about priorities. When asked, information is being shared. This time of the year is a privileged opportunity to publicize "the portrait" of the Fabrique's needs and expectations to all the parishioners, etc.)				
	Fully Satisfactory	Satisfactory	Partially Satisfactory	Unsatisfactory	
4.2	Is the receipt of the Audit Report, undertaken by the Diocesan Treasury - Aide aux fabriques, a satisfactory moment? (Is this a moment of disappointment, of frustration or rather an opportunity to improve our management; do w consider "the Diocese" as a partner or as a hindrance to the smooth running of our affairs? etc.)			nanagement; do we	
	Fully Satisfactory	Satisfactory	Partially Satisfactory	Unsatisfactory	
4.3	Are you satisfied with the way the annual election of two Fabrique members in conducted? (This is a time when recruitment sparks interest. Parishioner participation is significant. Information about what it means to be a warden is given in a homily, in the parish bulletin and in the regional weekly. Parishioner express their gratitude for the work done, etc.)				
	Fully Satisfactory	Satisfactory	Partially Satisfactory	Unsatisfactory	
4.4	How do you feel about the Annual Training Session offered by the Diocese for new Fabrique members?				
	(This session is very welcome. We do our best to ensure that each of the newly elected wardens can benefit from it. This gathering allows us to get to know our counterparts from elsewhere, members of the Diocesan staff and the services available to us, etc.)				
	Fully Satisfactory	Satisfactory	Partially Satisfactory	Unsatisfactory	
4.5	How do we rate our partie (It is a useful focal point for infor there able to reply to some of our	mation and cooperati	nal, sectoral or pastoral unit on. It is a place for dialoguing. We f an opportunity to relax, etc.)	meetings?	

 Fully Satisfactory
 Satisfactory
 Partially Satisfactory
 Unsatisfactory

**Section 30** 



#### **For further information, contact:** The Human Resources Office: <u>ressources.humaines@dsjl.org</u>

# Human Resources Management Guide

# 1. HIRING A MEMBER OF SUPPORT STAFF

1.1 When a Fabrique wants to hire an employee who will be part of the support staff, certain points need to be clarified with the candidate dealing with, *inter alia*, salary, hours of work, days off and absences. All this must be done in accordance with an *Act respecting labour standards* (HAF Reference <u>Document 23.100</u>), the relevant sections of the *Act* being listed in this document.

#### 1.2 Salary or Wages

- Specify his/her salary or wages and the method of compensation to the employee: hourly, weekly, fee-for-service (wages) or a fixed amount (salary).
- Establish how this is to be paid: in cash, by cheque or by direct deposit to his/her bank account (Sect. 42.)
- Determiner what deductions will be made from the pay and, if required, obtain written authorization from the employee (Sect. 49.)
- Advise the employee of the length of the pay period (Sect. 43.)

#### 1.3 Hours of Work

- Advise the employee of all matters related to his/her normal hours of work and overtime.
- Set out the work schedule, specifying the duration of mealtimes and health breaks (Sect. 57,58.)
- Establish the length of the normal work week (Sect. 52 and 53.)
- Tell the employee whether the standard related to a regular workweek applies in his/her case (Sect. 54.)
- Tell the employee whether they might have to work mandatory overtime (Sect. 55.)
- Set out the weekly day(s) off (Sect. 78.)

#### 1.4 Authorized Days Off, Vacation and Absences

- Advise the employee of the reference year in force in a parish (Sect. 66.)
- Specify the vacation time for each employee (Sect. 70-76.)
- Establish the list of legal holidays he/she is entitled to (Sect. 60.)
- Review under what circumstances an employee may have either paid or unpaid absence from work due to illness, accident, family reasons or parental obligations (Sect. 79-81.)

## 2. APPLICATION OF THE LAW DURING THE EMPLOYMENT PERIOD

The Fabrique should pay particular attention to the following four points:

- 2.1 Legal Holidays and the National Holiday (*Fête Nationale*): If an employee meets the eligibility conditions (Sect. 59-65), the Fabrique must determine whether it will grant compensatory leave or compensation to an employee who is obliged to work on one of these days or would be on vacation on a legal holiday or the National Holiday (Sect. 63 and 64 and <u>National Holiday Act<sup>1</sup></u>, Sect. 1 9.)
- 2.2 <u>Paid Annual Holidays</u> (Vacation): if an employee is eligible, a Fabrique must calculate the number of days entitled to him/her, establish the date for the annual time off and notify the employee at least four weeks in advance (Sect. 70-76.)
- 2.3 <u>Maternity Leave:</u>
  - Be aware that an employee is allowed to be absent from work without pay for examinations related to her pregnancy (Sect. 81.3.)
  - Confirm with her the duration of her maternity leave as well as the date for her departure and the expected date of her return to work (Sect. 81.4 81.6.)
  - Be aware that she may be entitled to a special maternity leave (Sect. 81.5.1 81.5.3.)
  - Be aware that an employer may require a medical certificate attesting that an employee is capable of working (Sect. 81.8, 81.9.)
  - Anticipate reinstating the employee in her usual position upon her return (Sect. 81.15.1)

Paternal Leave:

- Check whether the employee meets the eligibility criteria (art. 81.10.)
- Check whether he wishes to take parental leave, confirming the duration as well as the dates of departure and return to work (Sect. 81.11 81.14.)
- Be aware that an employer is obliged to reinstate the employee in his usual position (Sect. 81.15.1.)
- 2.4 <u>Psychological Harassment</u>:
  - Ensure that an employee's work environment remains free of psychological harassment (Sect. 81.18 and 81.19.)
  - Take reasonable steps to have an employee's rights respected (Sect. 81.19.)
  - Sign a declaration of commitment and transmit it to all employees (Ref. HAF <u>Document 34.600<sup>2</sup></u>).

<sup>&</sup>lt;sup>1</sup> Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on both tabs.

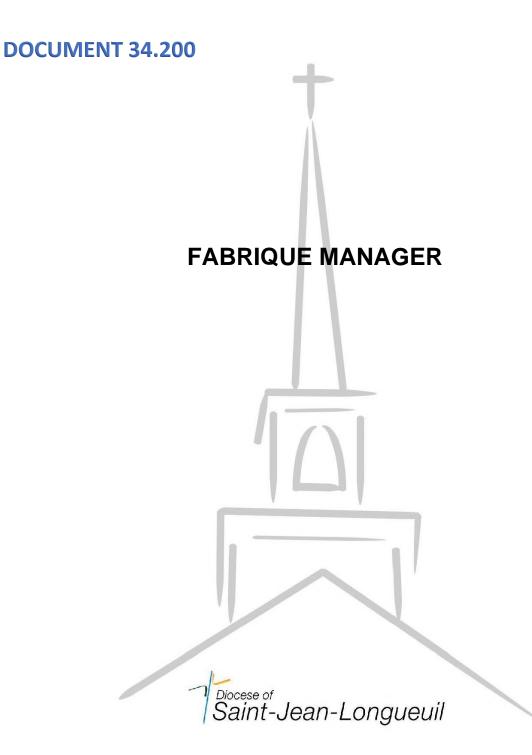
<sup>&</sup>lt;sup>2</sup> Diocesan Policy to Counter Psychological or Sexual Harassment, Violence and Discrimination

#### 3. NORMS AND PROCEDURES AT TERMINATION OF EMPLOYMENT

When an employee resigns or the Fabrique terminates a contract, it must:

- Provide an ROE (Record of Employment) to the employee.
- Give written notice to an employee who is dismissed, discharged or laid off for a period of 6 months or more (Sect. 82, 83.)
- Remit to the employee severance pay to compensate for annual paid leave that he/she would have benefited from but did not receive (Sect. 76.)
- Be thoroughly familiar with the *Act* that protects employees from discriminatory measures, retaliation and harassment before deciding to terminate or suspend someone to avoid hasty and unfortunate decision-making (Sect. 122 131.)

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#### For further information, contact:

Human Resources Office: <u>ressources.humaines@dsjl.org</u> The Diocesan Treasurer's Office – Aide aux fabriques: <u>fabriques@dsjl.org</u>

# THE FABRIQUE MANAGER

#### INTRODUCTION

In several parishes, the Chairperson of the Fabrique Meeting as well as the churchwardens (or wardens) ensure, at the start of the year, the apportioning of the main files for managing their Fabrique: financial management, promotion of revenue, upkeep of buildings, relations with outside parties, relations with support staff and, in certain cases, cemetery administration.

Relying on their experiences and their talents, the Fabrique members have proven to be available and dedicated collaborators. However, sometimes they are unable to take on all the responsibilities related to their files, especially, in a context where some Fabriques are expected to manage several buildings and cemeteries after a merger of parishes.

For these reasons, the Diocesan Human Resources Office and the Diocesan Treasurer's Office – Aide aux fabriques have invited the Fabriques, together with the parish officials, i.e., the pastor and the coordinator of parish activities, to reflect on whether it is relevant to secure the services of a Fabrique manager.

In that case, this document aims to facilitate hiring a Fabrique manager in some parishes. It sheds light on the hiring process for a Fabrique manager, on the role and the responsibilities being delegated to that person by distinguishing his/her role and the Chairperson of the Fabrique Meeting (Ref. *Handbook of the Administration of Fabriques* <u>Document 33.100</u>), on the selection criteria and the possible salary, and finally about the importance of a period of coaching.

#### 1. THE HIRING PROCESS

#### **1.1 Information Sharing**

Consideration of the relevance of having a Fabrique manager may come from the Fabrique members or parish officials. Naturally, some Diocesan official possibly could advance, or even suggest, this possibility to the parish and Fabrique leaders.

#### **1.2 A Preliminary Consultation**

The Fabrique's plan to hire a manager should entail a preliminary consultation to ascertain its advisability. This consultation should be with the Diocesan Treasurer. This step may prove useful when the Bishop or his representative is weighing approval of the Fabrique resolution.

### **1.3 A Resolution Approved by the Bishop**

The hiring of a Fabrique Manager is done under Section 19 of an *Act respecting fabriques*.

The hiring is undertaken by Fabrique resolution (ref. Attachment 1) and submitted to the Bishop or his delegate for approval.

#### 1.4 An Agreement with a Fixed Term

The initial agreement is always for a one-year term. Following that, it may be renewed, upon the proposal of the Fabrique approved by the Bishop or his representative, for terms varying from one (1) to three (3) years.

#### **1.5 A Service Needing Publicity**

It is appropriate for the Fabrique Meeting members to advise parishioners of a manager being hired and of the reasons justifying this. When the wardens deem it desirable and possible, the person hired may be introduced to the community.

#### 1.6 A Trial Period

Ideally, each new engagement should provide for a probationary period and time for assessments.

#### 2. POSITION PROFILE

#### 2.1 The Position

Directly reporting to the Chairperson of the Fabrique Meeting, the Fabrique manager assists the Fabrique members in fulfilling their roles to the best of their ability, by taking on a certain number of tasks. It is part of his/her duties to cooperate closely with the Chairperson of the Fabrique Meeting, with all the wardens responsible as primes on their files as well as parish officials.

#### 2.2 Possible Duties

The manager may be called upon to:

- Follow up on any decisions made in a Fabrique meeting.
- Oversee the execution of work commissioned by the Fabrique,
- Ensure the upkeep of the grounds and buildings in collaboration with the warden responsible as prime for this file.
- Report to the Fabrique on his/her administration each month or any other period set by it.
- Provide data regarding budget estimates and financial statements to the Fabrique's attention.
- Prepare and see to the preparation of contracts (e.g., short- or long-term rentals, snow removal, etc.) and their application as well as their renewal, adhering to the Diocesan standard documents,
- Carry out any other duty delegated by the Fabrique such as assisting in the collection of parish dues or the APC or introducing a new support staff member in the performance of his/her new duties.
- <u>Note</u>: The Fabrique manager is accountable in his/her position and duties to the Fabrique that requires his/her services. Via a resolution, the Fabrique may modify, increase or decrease the manager's duties. Such changes are made in consultation with the individual concerned.

#### 2.3 Frame of Reference for His/her Duties

The duties of the Fabrique manager are discharged:

- Pursuant to a Fabrique resolution approved by the Bishop or his delegate,
- In line with Section 19 of an Act respecting fabriques,
- In the context of a job description outlining his/her main duties accompanied by an agreement signed by the Fabrique,
- With the assistance of the Diocesan Treasurer's Office Aide aux fabriques and the Human Resources Office.

These duties assume that the manager has become familiar with the *Handbook for the Administration of Fabriques* (HAF) and occasionally participates in various sessions offered to the Fabriques. While on the job, the manager should expect to have his/her performance assessed.

The person occupying such a position should have:

- An attachment to the Church and his/her parish,
- Administrative experience with the required interpersonal skills,
- Sensitivity and openness to the pastoral dimension,
- Respect for the recognized responsibilities of the Chairperson of the Fabrique Meeting, of the other Fabrique members and of parish pastoral officials,
- A range of abilities that include flexibility, organizational skills, demonstrated teamwork skills, initiative, collaborative spirit, priorities management, discernment,
- Availability, generosity, discretion,
- Previous experience as a warden is advantageous.

#### 2.5 Remuneration

This office is assumed on a voluntary basis. <u>Exceptionally</u>, for instance in a large parish, given the time required to perform the desired work, it would be appropriate to envisage a contract with fair remuneration.

However, it is important to provide in the negotiated "working conditions" that the expenses incurred in the course of the work are reimbursed (e.g., travel), upon presentation of supporting documents.

## 3. A COACHING APPROACH

Thinking about the choice of a Fabrique manager also means thinking about the selection of the person and the vetting that such a position may require.

Following in this context, it appears important to plan for a **coaching phase**.

Coaching allows the designated person to explore the various aspects of his/her work based on his/her real needs. This approach also has the advantage of being more adapted to each person.

Coaching aims primarily to help the person hired to acquire knowledge and experience in the most beneficial and accessible way. In this regard, the Human Resources Office and the Treasurer's Office - Aide aux fabriques can contribute valuable collaboration.

More personal needs may always be met by existing sessions that only have to be publicized. It will be beneficial as well to foster connections of solidarity and support among all those involved.

### ATTACHMENT

#### **FABRIQUE MANAGER**

#### **Model Resolution**

After reviewing the document dealing with the Fabrique Manager position (Ref. *Handbook for the Administration of Fabriques*), Mr./Ms./Mrs. \_\_\_\_\_ has agreed to be appointed to this position for the Fabrique.

Moved by \_\_\_\_\_, seconded by\_\_\_\_, be it resolved that Mr./Ms./Mrs. \_\_\_\_\_ be engaged as Fabrique Manager.

The term of his/her appointment will be for one year starting on \_\_\_\_\_. He/she will act as a volunteer (or will be paid the amount of \$ \_\_\_\_\_ per week) for a work week of \_\_\_\_\_ days per week. As well, any expenses that he/she may incur in certain situations will be reimbursed upon prior agreement with his/her immediate supervisor upon presentation of supporting documents.

An employment contract will be accordingly prepared and signed by the Chairperson of the Fabrique Meeting.

This resolution is conditional on the approval of the Bishop or his delegate.

Carried unanimously (or by majority vote.)

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**DOCUMENT 34.300** 

# **CRITERIA FOR DETERMINING**

# SELF-EMPLOYED

# **VS. EMPLOYED STATUS**



### For further information, contact:

The Diocesan Treasurer's Office - Aide aux fabriques: fabriques@dsjl.org

# CRITERIA (TESTS) FOR DETERMINING SELF-EMPLOYED VS. EMPLOYED STATUS

## STATEMENT OF PRINCIPLE

As a worker, an individual may have the status of either self-employed or employed. To determine whether to deduct income tax and contributions to government plans (such as employment insurance and the Quebec Pension Plan), the Fabrique must examine the nature of the contract with the worker.

Generally speaking, a person is considered to be **self-employed** if he/she is free to choose the means of carrying out a contract and if there is no subordination relationship between him/her and the **client** (the Fabrique). It is therefore a business contract for which the Fabrique is remitting professional **fees** to the worker without at source deductions.

On the other hand, a person is considered to be an **employee** if he/she has undertaken in a verbal or written contract to work under the direction or control of an **employer** (the Fabrique) for a set duration with pay. It is therefore an employment contract for which the Fabrique will remit a **salary or wages** to a worker and make deductions at the source.

The Fabrique itself has the responsibility of determining whether a payment constitutes a salary or wages, on the one hand, or fees, on the other. To assist Fabriques in making this determination, listed below are criteria (or tests) to ascertain the tax status of any individuals doing work for them.

#### CRITERIA

#### 1. Actual Subordination in the Work Relationship Test

Subordination is the most important criterion for determining whether a person is an employee or self-employed.

A person is self-employed if his or her working conditions do not involve any subordination. In this client-supplier relationship, the client does not set the worker's fees, place of work or working methods. He/she may not forbid the worker from supplying a substitute or offering his/her services to several clients.

A person is an employee if his/her working conditions involve some form of subordination. In this employer-employee relationship, the employer has authority over the worker: by setting his/her terms of employment and dismissal, deciding on the work schedule and location, determining the duties and working methods, directing his/her activities and, if applicable, those activities of any substitute, controlling the performance of work and taking disciplinary action against the employee.

#### 2. Economic Reality Test

A self-employed person has the possibility of making a profit but must also bear the risk of making a loss. Moreover, he/she must pay the expenses of running his/her "business," such as meals, travel and accommodation.

For an employee, the employer is the one who is responsible for the operating expenses and the employee does not bear any financial risk. Financial profits or losses of a business do not have any direct impact then on the pay. As well, the employee receives annual vacations, paid holidays and social benefits.

#### 3. Ownership of Tools Test

By "tools" are meant all the items, instruments and equipment needed by a worker to do the job. Self-employed persons supply their own tools at their own expense. For employees, the employer is the one providing the tools and ensuring their upkeep and repair.

#### 4. Integral Part of Personnel Test

If a worker has several clients at the same time, it would be difficult to claim that he/she is an integral part of a company's personnel for which he/she works. He/she would thus be self-employed. On the other hand, if a worker performs his/her tasks within a specific context of the vocation of the enterprise (the Fabrique) and his/her main source of income comes from just one employer, he/she can be considered to be an employee.

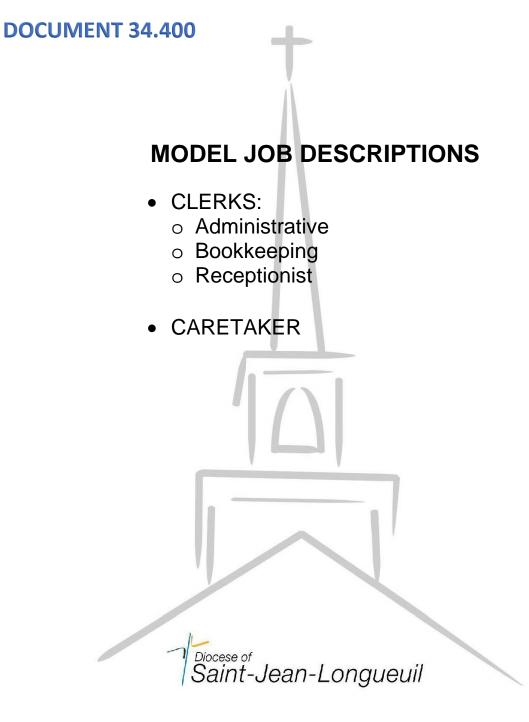
#### 5. Specific Results Test

If a worker is in the Fabrique's service for all kinds of duties specified by the Fabrique for an indefinite period of time (unless the employment is terminated), the worker is an employee.

#### CONCLUSION

According to Section 2085 of the Civil Code of Quebec (see HAF <u>Document 26.100</u>), an employee has an employment contract for which he/she "...undertakes, for a limited time and for remuneration, to do work under the direction or control of another person, the employer." On the other hand, Section 2099 stipulates that a self-employed individual called the contractor "...is free to choose the means of performing the contract and, with respect to such performance, no relationship of subordination exists between the contractor or the provider of services and the client."

In short, it is important to identify the right status to avoid the worker or the Fabrique having to pay fines that could turn out to be quite costly. It is necessary to look at all the test and apply the tests on a case-by-case basis in order to come to an informed conclusion.



#### For further information, contact:

Human Resources Office: <u>ressources.humaines@dsjl.org</u> The Diocesan Treasurer's Office – Aide aux fabriques: <u>fabriques@dsjl.org</u> Fabrique of the Parish of ...

#### ADMINISTRATIVE SECRETARY This is a(n) hours per week position, Position with a day workweek, under the direction of the Fabrique. Description of Main • Provide support to every member of the pastoral team. **Duties** • Provide support to the Chairperson of the Fabrique Meeting in preparing the Meeting Notice for each Fabrique meeting. • Prepare documents and, on request, write up the Meeting Minutes for the Fabrique, • Follow up on decisions made by the Fabrique. • Use a PC system for premises management and the scheduling of rentals. • Prepare (and ensure the application of) rental and maintenance contracts (furnace, grass, snow removal, photocopiers, etc.), while complying with the criteria set by the Fabrique meeting and the Diocesan norms. • Use a purchasing system for: supplies and stationery, church supplies, maintenance products and equipment. Maintain various inventories. Provide an Administration Report to the Fabrique each month or at any other time interval set by the Fabrique. • Provide data related to budget estimates and financial statements for the Fabrique's attention. • Undertake any other task requested by the Fabrique such as assisting in the collection of parish dues, supporting special organizations or filling in forms for individuals temporarily hired under some governmental program, etc. Criteria This person is required to have: A commitment to the Church and his/her parish, Relevant administration training and experience, • A sensitivity and openness to the pastoral dimension, • Respect for the recognized responsibilities of the Chairperson of the Fabrique Meeting, the other Fabrique members and parish pastoral officials, A range of abilities such as: organizational skills; capacity • for teamwork; encouraging volunteering; initiating, supporting and mentoring individuals and groups, Availability, generosity, discretion, Mastery of the use of computer software.

# Fabrique of the Parish of ...

# BOOKKEEPING CLERK

Position	This is a(n) hours per week position, with aday workweek, under the direction of the Fabrique.
Description of Main Duties	<ul> <li>Staff payroll and wages and salaries bookkeeping: <ul> <li>Prepare the payroll using bookkeeping software.</li> <li>Maintain the records of the Pension Plan and Group Insurance contributions for lay staff and priests.</li> <li>Reconcile and make monthly remittances (at Source Deductions.)</li> <li>Prepare the T4, T4A and RL-1 tax slips, the ROEs (Records of Employment) and the annual remittance to the CNESST.</li> <li>Keep the records up to date for sick leave, vacation days and overtime.</li> <li>Collaborate in renewing staff employment contracts and financial agreements.</li> <li>Administer the fees for occasional employees.</li> </ul> </li> <li>Ensure emission of cheques for amounts owed and the follow-up of amounts receivable.</li> <li>Prepare deposit slips and make deposits, maintain the petty cash.</li> <li>Enter bookkeeping data in the General Ledger.</li> <li>Administer the envelope system for collections.</li> <li>Provide support in the preparation of budget estimates and financial tatements.</li> <li>Apply for GST and QST rebates.</li> <li>Prepare the annual Registered Charity Information Form (Federal T3010 et Provincial TP-985.22) and the <i>Déclaration de la personne morale</i> (<i>Registraire des entreprises</i>).</li> <li>Prepare the Fabrique Monthly Report to be sent to the Diocesan Treasurer's Office - Accounting.</li> <li>Administer the Mass Account under the direction of the parish priest, follow up on masses after funerals and maintain the Daily Mass Record.</li> </ul>
Criteria	<ul> <li>This person is required to have:</li> <li>An education in bookkeeping (at least a DEC in Accounting) or an equivalent relevant background.</li> <li>Efficient productivity and PC skills.</li> <li>Integrity, discretion and good judgement,</li> <li>A spirit of collaboration and a taste for teamwork,</li> <li>An ability to set work priorities in connection with requests.</li> </ul>

# Fabrique of the Parish of ...

# SECRETARY RECEPTIONIST

Position	This is a(n) hours per week position, with a day workweek, under the direction of the co-ordinator.
Description of Main Duties	<ul> <li>Greeting, reception and registers:</li> <li>Greet people, be an attentive listener, reply to requests for information and direct visitors.</li> <li>Welcome people requesting a sacrament with empathy, take down the relevant information and ensure the request is passed on,</li> <li>Answer the telephone, connect the calls to the right party,</li> <li>Receive Mass intentions and pass them on to the parish secretary,</li> <li>Keep a daily record of money received,</li> <li>Remit a report and the money to Bookkeeping,</li> <li>Maintain the registers (registrations — notes and corrections): baptisms, confirmations, weddings, funerals, burials, delivery of notices,</li> </ul>
	<ul> <li>Technical Assistance:</li> <li>Provide support to all the members of the pastoral team,</li> <li>Do word processing,</li> <li>Administer the rentals of the premises and their scheduling,</li> <li>Make photocopies,</li> <li>Prepare various requisitions to hand over to the administrative secretary.</li> </ul>
Criteria	<ul> <li>This person is required to have:</li> <li>Training and experience as a secretary and receptionist,</li> <li>Good knowledge of English and French,</li> <li>A sense of welcoming, initiative, and availability,</li> <li>An ability to set work priorities in connection with requests,</li> <li>An ability to work with several people,</li> <li>An ability to use PC software.</li> </ul>

# Fabrique of the Parish of ...

# CARETAKER

Position	This is a(n) hours per week position, with a day workweek, under the direction of the Fabrique.
Description of Main Duties	<ul> <li>Provide support to all the members of the pastoral team.</li> <li>Ensure the general upkeep of the buildings belonging to the Fabrique (i.e., the church or community centre, presbytery, garage, etc.) and undertake light carpentry and plumbing repairs, etc.</li> <li>Ensure the grounds around the presbytery and church are always clean.</li> <li>Put back the furniture in meeting rooms (located in the church, community centre or any other building lent or rented to the Fabrique), and clean them lightly or thoroughly (as required).</li> <li>Properly clear away (especially in winter) the various entrances to the presbytery, the church, the sacristy, the rooms in the basement of the church/community centre/other building used by the Fabrique,</li> <li>Sweep the floors of the church and sacristy weekly and as needed, wash and polish them.</li> <li>Clean the luminaries and anticipate the replacement of votive lamps,</li> <li>Provide special attention to the cleanliness of washrooms as well as restocking them (paper, soap, etc.),</li> <li>Empty wastebaskets and put out the garbage,</li> <li>During the summer season, mow the lawns adjacent to the presbytery and church (or community centre), during the winter season, ensure the removal of snow and ice as necessary from all the entrances to the presbytery and church or community centre seven days a week,</li> <li>Purchase supplies for maintenance and minor repairs after authorization,</li> <li>Undertake any other task requested by the person in charge of staff.</li> </ul>
Criteria	<ul> <li>This person is required to have:</li> <li>Manual dexterity related to any minor maintenance work,</li> <li>A high level of availability, initiative and a readiness to work,</li> <li>An ability to plan out his/her work while demonstrating flexibility,</li> <li>An ability to work with volunteers efficiently and discreetly.</li> </ul>

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For further information, contact: Human Resources Office: <u>ressources.humaines@dsjl.org</u>

Go to HAF Table of contents

**Notes:** The working conditions for pastoral staff, referenced in the *Handbook for the Administration of Fabriques* (HAF) <u>Document 41.200</u>, should be used as a guide.

Refer to HAF Document 23.100 for Work Standards.

For maintenance staff, refer to HAF <u>Document 23.300</u> concerning the *Decree Respecting Building Service Employees*.

The HAF <u>Document 34.400</u> provides model job descriptions.

# MODEL EMPLOYMENT CONTRACT FOR SUPPORT STAFF

BETWEEN: The Fabrique of the parish of \_\_\_\_\_, the Employer,

AND: Mr. / Ms./Mrs. \_\_\_\_\_, the Employee,

The undersigned hereby agree to the following terms and conditions of employment.

# 1. TERM OF CONTRACT

The Term of this Contract will run from \_\_\_\_\_\_ to \_\_\_\_\_, during which a performance assessment will be made a few weeks prior to the end of the contract.

Before the end of this period, the employer may review the position and advise the employee of any changes as required.

# 2. PAY

An annual salary of \_\_\_\_\_\_ (\$\_\_\_\_), equivalent to \_\_\_\_\_\_ hours of work per week, according to the following schedule \_\_\_\_\_\_.

Future increases will be granted on \_\_\_\_\_\_ 1st of each year, according to the pay system in force.

### 3. EMPLOYMENT

The employee is hired as a(n) \_\_\_\_\_.

As such, he/she will be expected to devote the time required to meet the demands of his/her position.

Attached to this contract is a job description with the main duties listed.

In the performance of his/her work, the employee's immediate superior will be Mr./Ms./Mrs. \_\_\_\_\_.

### 4. ILLNESS

When the employee must be absent from work due to illness, he/she will be entitled to sick leave, which cannot be converted into cash, up to a maximum of \_\_\_\_\_\_ days per year on pro-rated on the number of days per week worked.

# 5. HOLIDAYS

Public holidays for staff are determined in the regulation on working conditions for staff.

### 6. ANNUAL VACATION

Annual vacation weeks will be given as determined in the Staff Working Conditions Regulations. The choice of dates shall be made in consultation with the immediate supervisor.

### 7. PENSION PLAN

The employer and employee will each contribute an equal share of 4% of gross salary. The eligibility and participation requirements are stated in the presentation of the Supplementary Pension Plan for Lay Personnel of the Assembly of Quebec Catholic Bishops and its affiliated organizations.

### 8. GROUP INSURANCE PLAN

A group insurance plan including life, disability and medical insurance is available; the employer and employee will each pay 50% of this insurance premium. Eligibility and participation requirements are to be verified with the Diocesan Human Resources Office.

# 9. BREACH OF CONTRACT

The employer may not dismiss the employee before the end of the contract without just and sufficient cause and the employee may only resign after two weeks' notice.

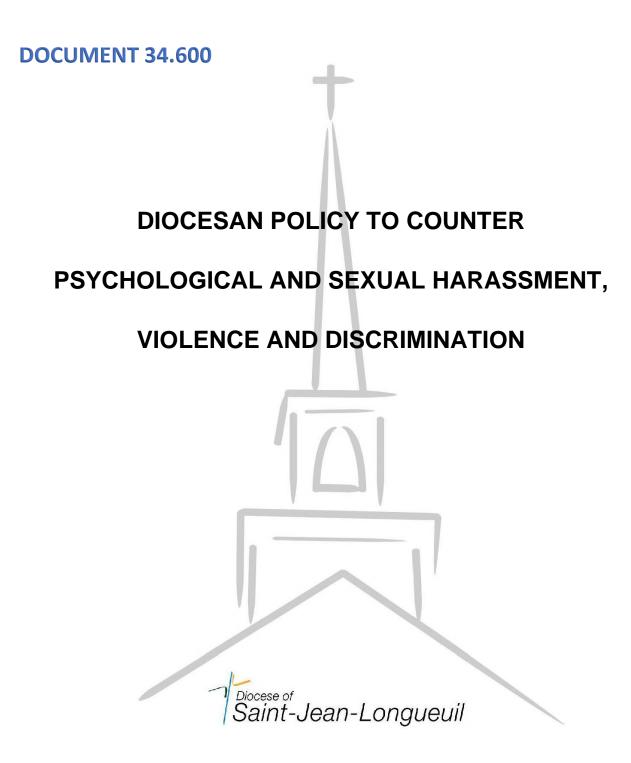
### 10. RENEWAL

This agreement is renewable, annually, unless written notice to the contrary is given before the expiry of the contract.

### 11. EFFECTIVE DATE

On	20	
DONE AND SIGNED AT	, this	20
By(Employee)	By (Employer)	

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For further information, contact: Human Resources Office: <u>ressources.humaines@dsjl.org</u>

### DIOCESAN POLICY TO COUNTER PSYCHOLOGICAL OR SEXUAL HARASSMENT, VIOLENCE AND DISCRIMINATION

### 1. PURPOSE OF THE POLICY

The overall purpose of this document is to assist the Roman Catholic Bishop and the Fabriques (referred to below as *employers*) in fulfilling their responsibility to:

- provide an environment free from psychological or sexual harassment,
- promote a harmonious, safe and fulfilling work environment in their workplace and in their pastoral activities,
- promote respect among individuals, safeguard the dignity and protect the physical and psychological integrity of those who work there,
- intervene in such a way as to prevent and put an immediate end to any harassment situation that is brought to the employer's attention.

### 2. PERSONS SUBJECT TO THE POLICY

The persons covered by this document are all those who are at the service of the Roman Catholic Bishop of Saint-Jean-Longueuil, the parishes, whatever their positions, and all the baptized working as volunteers who collaborate in the attainment of their objectives, in their relationships with each other and with the persons being offered pastoral services.

In the event of an allegation of sexual misconduct and/or assault by clergy and mandated pastoral personnel, the *Decree on the Prevention and Treatment of Sexual Abuse of Minors in the Diocese of Saint-Jean-Longueuil* shall apply.

### 3. OBJECTIVES

This policy is a way for every employer to recognize that psychological or sexual harassment, violence and discrimination constitute risks to the integrity of the person and result in physical, psychological, organizational and social damage.

It is also a way of affirming the employer's commitment to prevent and put an end to any situation of harassment in this milieu by applying "zero tolerance" to these situations.

This policy aims to break the wall of silence that often surrounds this phenomenon and helps identify the various forms it takes.

This policy is also intended to affirm the employer's commitment to informing the staff of the measures contained in this document and to inviting all those who collaborate in the mission of the Church to develop a keen awareness of their individual and collective responsibility in maintaining a healthy and safe work environment.

This policy guarantees to any person who files a complaint, the help, support and protection that he/she requires and ensures that he/she will not be harmed in any way as a result of the disclosure. It ensures confidentiality and a respectful personal approach.

#### 4. STATEMENT OF PRINCIPLE

All pastoral and support personnel, who participate in fulfilling the mission and in working on the evangelization plan in the Diocese of Saint-Jean-Longueuil have the right to be treated with dignity and respect. Everyone has a responsibility to treat others in the same manner.

To this end, each employer shall adopt this policy and apply a zero-tolerance policy with respect to harassment, violence and discrimination.

The Roman Catholic Bishop of the Diocese of Saint-Jean-Longueuil and each Fabrique pledge to respect this policy.

On a motion duly made and seconded, each Fabrique is obliged to approve, disseminate and implement the Diocesan policy as written. A copy of the resolution should be returned to the Diocesan Human Resources Office.

#### 5. VALUES AND THE FOUNDATIONS OF THIS PRINCIPLE

As Christian men and women and as full members of civil society, we have pledged to respect the following values on which the implementation of such a requirement is based:

- Unconditional respect, protection of the dignity and physical, psychological, moral and spiritual integrity of the person,
- Tolerance of differences,
- Justice and equity, and
- Solidarity, mutual support and courtesy.

The Charter of Christians is the Word of God. This is the primary reference and the most solid foundation for remembering that "The dignity of the human person is rooted in his creation in the image and likeness of God" (*Catechism of the Catholic Church*, Section 1700). "Endowed with a spiritual soul, with intellect and with free will, the human person is from his very conception ordered to God and destined for eternal beatitude. He pursues his perfection in 'seeking and loving what is true and good.' (*Idem*, Section 1711)

Regarding civil society, the *Charter of Human Rights and Freedoms* states the values and foundations in the following sections:

- Section 4. *Every person has a right to the safeguard of his dignity, honour and reputation.*
- Section 10.

Every person has a right to full and equal recognition and exercise of his human rights and freedoms, without distinction, exclusion or preference based on race, colour, sex, gender identity or expression, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap.

Discrimination exists where such a distinction, exclusion or preference has the effect of nullifying or impairing such right.

• Section 10.1. No one may harass a person on the basis of any ground mentioned in section 10.

#### 6. SCOPE

This policy applies to all the personnel in the organization, and to all levels of the hierarchy, in particular in the following places and contexts:

- the places of work,
- the common areas,
- any other place where people need to be together in the course of their employment (e.g., meetings, training, travel, social events organized by the employer),
- communications by any means, whether by technology or otherwise.

### 7. **DEFINITIONS**

#### Definition of psychological harassment

An Act respecting labour standards defines psychological harassment as follows:

"...any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affects an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee. For greater certainty, psychological harassment includes such behaviour in the form of such verbal comments, actions or gestures of a sexual nature.

A single serious incidence of such behaviour that has a lasting harmful effect on an employee may also constitute psychological harassment."

The definition includes discriminatory harassment related to one of the grounds provided in the Charter of Human Rights and Freedoms.

The concept of harassment needs to be distinguished from other situations such as an interpersonal conflict, work-related stress, difficult professional constraints or even the normal exercise of management rights (attendance management, work organization, disciplinary measures, etc.).

#### Definition of violence

Violence consists in control that can be manifested by an abuse of physical, psychological, moral or social power. It can also involve an abuse of power that expresses an inappropriate exercise of authority intended to interfere with a person's performance in the workplace; to put their livelihood at risk. Violence robs us of our very being as humans.

#### Definition of discrimination

The definition of discrimination encompasses any word or action taking place that is designed to intimidate, humiliate, discredit or isolate an individual with respect to the group he/she belongs to.

On the other hand, any distinction, preference or exclusion based on skills or qualifications needed for a position or any other related activities including assessment of an internship or work performance in general shall be considered non-discriminatory.

#### 8. MANIFESTATIONS

Harassment, violence and discrimination may be expressed in various ways. The examples below do not claim to depict every instance; they are just non-exhaustive illustrations allowing a better understanding of a complex and often deliberately obscured phenomenon.

- Preventing a person from speaking: constantly interrupting someone, forbidding someone to talk to others, destroying work someone has finished, depriving someone of any opportunity to speak.
- Isolating a person: no longer speaking to someone or preventing that person from speaking, ignoring someone, driving someone away, depriving someone of means of communicating (telephone, personal computer, mail, etc.).
- Disparaging a person: spreading rumours about someone, ridiculing, humiliating, insulting or sexually harassing someone.
- Unnerving a person: mocking someone's convictions, tastes, weaknesses, making derogatory comments, questioning someone's judgement.
- Discrediting a person: no longer giving someone tasks to do, forcing someone to perform actions that are demeaning, absurd or below the skill level, setting someone up to fail, faking malpractice, denigrating someone in front of others.
- Threatening, assaulting a person: screaming, shoving, damaging someone's property.

### 9. CONSEQUENCES OF THESE ACTIONS

Generally speaking, the consequences of psychological harassment may gradually evolve. They are being felt not just by the victim, but also by witnesses, the accused, the family and the organization, by way of illustration:

#### For the person:

- deterioration of physical or psychological health,
- some of the problems: professional difficulties, financial losses, family problems, etc.

#### For the organization:

- absenteeism,
- loss of productivity,
- a decline in the quality of service and the deterioration of the internal climate,
- the image of the organization debased.

#### 10. ROLES AND RESPONSIBILITIES: ROMAN CATHOLIC BISHOP – FABRIQUE MEETING

- Facilitate and maintain a work environment fostering personal dignity, self-esteem and integrity.
- Endorse the Diocesan policy by signing the **Statement of Commitment** and return a copy to the Diocesan Human Resources Office and ensure that it is enforced. (**See the Attachment**).
- Communicate the information related to this policy to the members of the personnel and to all people collaborating in the mission.
- Ensure that anyone new to collaborating in the mission of the Church is informed of the existence of the policy and in its enforcement.

### 11. MEANS OF ASSISTANCE AND HANDLING OF COMPLAINTS

A person who believes he/she is a victim of harassment, violence or discrimination may file an application for intervention or a formal complaint at the outset. Some people prefer to resolve the problem informally. It is up to the person to choose the initial process. He/she may contact a person mandated by the Fabrique Meeting or the Diocesan Human Resources Office.

#### An informal procedure

- A person who believes that he/she is being harassed or discriminated against or considers that he/she is a victim of violence, on the grounds set out in this policy, may communicate, when that is possible, verbally or in writing to the person alleged to be responsible that his/her behaviour is unwelcome and unacceptable. The person concerned may then explain, apologize and put an end to the acts that were the subject of the complaint. He/she may ask for help from a resource person of his/her choice to take this step. Dialogue is the preferred way to resolve the situation.
- If it is not possible to do this or if the situation persists, he/she must advise her supervisor or the supervisor's hierarchical superior or his/her replacement, as applicable, so that appropriate measures can be taken. This step is intended to enable the situation to be resolved effectively and quickly. The employee may also contact the Diocesan Human Resources Office.

#### A formal procedure

- A person who believes that he/she has been wronged may address a written complaint to a person mandated by the Fabrique Meeting or to the Diocesan Human Resources Office specifying the nature of the complaint (grounds for the complaint, description of the situation, specific facts, witnesses) and the objective of this complaint (requested remedial actions, expected redress).
- The person making the complaint may ask for help from a resource person of his/her choice to accompany him/her through the process, help to draft the complaint and submit it.
- Mediation between the parties remains the approach that is preferred, confidential, free, voluntary and based on good faith. The input of a mediator is essential to hear the parties out and attempt to find an acceptable solution for everyone.
- A written complaint may be withdrawn at any time. Withdrawal of the complaint must be in writing, dated and signed by the complainant after verification by the person receiving the complaint that the withdrawal of the complaint is not the result of the complainant being pressured.

#### 12. HANDLING OF AN APPLICATION FOR INTERVENTION OR THE COMPLAINT

Any application for intervention or complaint received or any situation that resembles some form of harassment, violence or discrimination experienced by a person that is collaborating in the mission is referred promptly to the Diocesan Human Resources Office.

The procedure for the internal handling of complaints in no way deprives someone of a right to file a complaint with the CNESST (*Commission des normes, de l'équité, de la santé et de la sécurité du travail*) or to turn to the police or the courts. Recourse to the CNESST in cases of psychological or sexual harassment in the workplace must be exercised within two years of the last manifestation of this psychological or sexual harassment.

The person making use of such a recourse may simultaneously take advantage of the internal means for handling complaints.

All information relating to a complaint and the identity of the persons involved remain confidential. However, the person requesting an intervention or making a complaint may authorize the disclosure of this information in cases where this is essential for the handling of the complaint or the imposition of an administrative or disciplinary measure. This authorization must be given in writing.

Comprehensive analysis for assessing the merits of a complaint.

- The Diocesan Human Resources Office receives the application for intervention or complaint and meets with the subjects of. the complaint, as well as any other person it deems appropriate to contact to enable it to fully understand the situation and gather the information necessary to deal with it.
- After an analysis of the testimonies collected and a review of the file by the Diocesan Human Resources Office, the complainant is met and informed of the grounds that led to the complaint being admissible or inadmissible. The other persons concerned with the complaint are also informed, if necessary, of the decision of this Office.
- The administrative bodies involved in the resolution of the situation collaborate with the Diocesan Human Resources Office, depending on the nature of the situation and its evolution, in the implementation of support for the persons concerned and the sanctions deemed appropriate.
- The Diocesan Human Resources Office shall follow up, within a reasonable period of time, with the person who made the complaint to ensure that the situation is corrected, and that the person is not harmed as a result of the action taken.
- A final report is placed on file by the Diocesan Human Resources Office.

Revised on January 1, 2019

### ATTACHMENT

# FABRIQUE STATEMENT OF COMMITMENT

To be returned to the Diocesan Human Resources Office before February 1, 2020

**NOTE:** All the Fabriques in the Diocese have already signed and sent in their resolutions to the Diocese.

THE FABRIQUE OF THE PARISH OF
Adoption of the Diocesan Policy to Counter Psychological or Sexual Harassment, Violence and Discrimination
Extract from the Minutes of the Fabrique Meeting
legally held on2020
presided by parish priest of Chairperson of the Fabrique Meeting, constituting a quorum.
On a proposal duly moved and seconded be it unanimously resolved to adopt, approve, disseminate and implement the Diocesan Policy to Counter Psychological or Sexual Harassment, Violence and Discrimination.
Fabrique Seal

I, the undersigned, Fabrique Secretary of the Fabrique of the Parish of

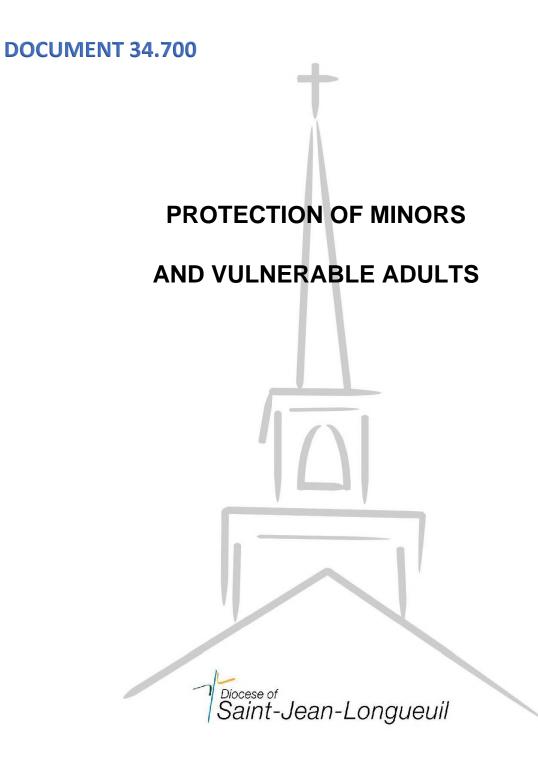
certify that the text reproduced above is an authentic extract from the aforementioned Fabrique Meeting Minutes held on\_\_\_\_\_2020 and that this Resolution is still in force.

(Location)
------------

(date)

(Signature) Fabrique Secretary

Section 30



For further information, contact: The General Secretary: <u>secretaire.general@dsj.org</u>

# PROTECTION OF MINORS AND VULNERABLE ADULTS

# INTRODUCTION

In releasing *Protection of Minors from Sexual Abuse: A Call to the Catholic Faithful in Canada for Healing, Reconciliation and Transformation* in 2018, the Canadian Conference of Catholic Bishops reminded Canadian dioceses of the efforts needed to ensure the protection of pastoral settings as well as to improve responses to complaints about sexual abuse of minors<sup>1</sup> and vulnerable adults<sup>2</sup>.

The Diocese of Saint-Jean-Longueuil has had in place a policy governing cases of sexual offences committed by ordained ministers and pastoral agents against minors<sup>3</sup> since 1991, with updates in 2004, 2011, 2019 and 2021. The following are the main measures concerning the prevention and handling of cases of sexual abuse of minors and vulnerable adults by ordained ministers and pastoral agents.

### THE MAIN MEASURES

# 1. AT THE DIOCESAN LEVEL

### 1.1. Commitment

Since the publication in September 2018 of the Canadian Conference of Catholic Bishops' (CCCB) new guidelines for the treatment and prevention of abuse of minors and vulnerable adults, the Diocese of Saint-Jean-Longueuil has committed to:

- Promoting safe, open and responsible pastoral care,
- Applying a zero-tolerance policy towards any form of violence, psychological or sexual harassment or discrimination,
- Combatting sexual, power and conscience abuse of minors and vulnerable adults,
- Supporting victims of sexual assault allegedly committed by clergy, lay pastoral personnel or other employees or volunteers within the jurisdiction of the Diocese,
- Dealing with allegations in a responsible, pastoral and transparent manner.

<sup>&</sup>lt;sup>1</sup> A "minor" is considered to be any person under the age of 18.

<sup>&</sup>lt;sup>2</sup> A "vulnerable adult" means a person defined as an adult by secular law but who lacks the mental capacity of an adult or who, because of advanced age, physical illness, mental disorder or disability at the time of the alleged abuse, was or may have been unable to protect him-/herself from harm or a serious form of exploitation.

<sup>&</sup>lt;sup>3</sup> All these measures can be consulted on the Diocesan website (in French): <u>http://dsjl.org/fr/protection-</u> <u>des-personnes-decrets-et-politiques-diocesaines</u>. Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on both tabs.

# 1.2. Training

To ensure that those in positions of responsibility are aware of the issues relating to child sexual abuse risks and the protection of vulnerable people:

- Mandated pastoral personnel must complete specific training in child sexual abuse prevention offered by the Canadian Centre for Child Protection (CCCP).
- A Guide de gestion responsable du bénévolat [Guide to Responsible Management of Volunteers] in French only is in place in our Diocese: it includes measures to be implemented for social and criminal background checks for volunteers who are called upon to come into contact with minors or vulnerable adults.

### **1.3. Reporting Process**

### IN AN EMERGENCY

If the situation requires immediate police intervention:

• EMERGENCY: 911

#### MINORS

If you have reason to believe that the safety or development of a child is or may be compromised because he or she is in a situation of physical or sexual abuse, you are obliged to report this without delay to the *Direction de la protection de la jeunesse*:

• DPJ: 7 days a week and 24 hours a day by dialling **1 800 361-5310**.

### SENIORS

If you are concerned about a situation in which an older person appears to be suffering abuse:

• Elder Mistreatment Helpline (LAAA): **1 888 489-2287** 

### SEXUAL ABUSE

If you are or have been a victim of sexual abuse by a member of the clergy or pastoral personnel under the jurisdiction of the Diocese, you can report this to the person mandated by the Bishop to take action in sexual abuse cases:

- 1 833 337-DSJL (1 833 337-3755)
- Via email to <u>SIGNALEMENT@DSJL.ORG</u>

# 2. AT THE PARISH LEVEL

The following actions should be implemented in all parishes of the Diocese:

## 2.1. Posters

The obligation to post in all secretarial offices, parish halls, meeting rooms and church vestibules the commitment of our Diocesan Church to combat all forms of abuse as well as the telephone number and email address dedicated to information requests and handling of complaints. The <u>two posters</u> (in colour or black and white) have been included as an attachment to this document.

### 2.2. Responsible Management of Volunteers

The Diocesan Policy for Responsible Management of Volunteers has been set forth in the *Guide de gestion responsable du bénévolat* (French only). These norms are to be implemented and adhered to in all parishes in the Diocese<sup>4</sup>. This policy commits us to establishing the highest standards of protection for vulnerable people and to take reasonable steps to identify situations that may cause them harm. It sets out, *inter alia*, the appropriate way to conduct social and criminal background checks. While primarily aimed at volunteers, this policy also provides valuable reference points for all those employed by the Fabriques to maintain a safe environment and manage risks to both people and property.

## 1.3. Awareness

All support staff as well as all the Fabrique meeting members should take the child sexual abuse prevention training from the Canadian Centre for Child Protection<sup>5</sup>. This step, combined with those outlined in the *Guide de gestion responsable du bénévolat*, is considered by the Diocese to be a **minimum basis for awareness**.

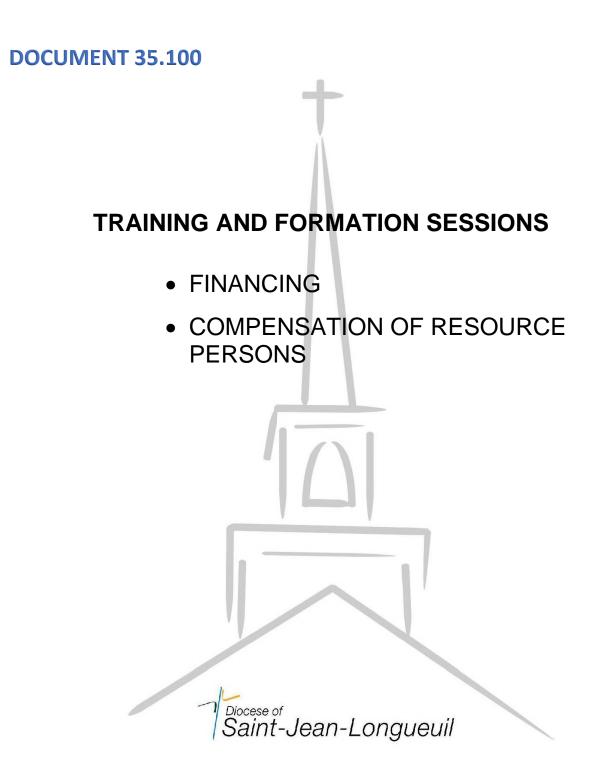
# BOTH POSTERS ON THE PREMISES OF THE PARISH

For a printable PDF version of these posters, refer to the HAF "<u>Reference Document</u>" section.

<sup>&</sup>lt;sup>4</sup> To facilitate its implantation in your community, contact Mrs. Lynn Pouliot (lynn.pouliot@dsjl.org) who is responsible for guiding parishes in this process

<sup>&</sup>lt;sup>5</sup> Contact the general secretary (<u>secretaire.general@dsjl.org</u>) for details. We have an agreement with the CCCP to offer this at a lower cost to your community.

Section 30



### For further information, contact:

The Diocesan Treasurer's Office – Aide aux fabriques: <u>fabriques@dsjl.org</u>

# **COMPENSATION OF RESOURCE PERSONS**

Whenever a session is organized, particular attention should be paid to its financing. To do this, the Diocesan Office or leader prepares a budget estimate that is as accurate and realistic as possible in terms of revenues and disbursements. Here are some factors to be taken into consideration:

#### 1.1 <u>Self-Financing</u>

- As a general rule, each of the sessions should aim to be self-financing, i.e., as far as possible it should cover the organizational costs (resource persons, travel, premises, documentation, etc.).
- Once accepted, this principle should not affect the experimental use of pilot sessions nor prevent the improvement of sessions given previously.

#### 1.2 **Documentation**

Any documentation used or handed over during a session should be charged for. This may include work tools and files. Unless the cost of documentation is already covered by the registration fee, participants should be asked to pay for any documents handed out and kept afterwards.

#### 1.3 <u>Registration Fees</u>

- The current context induces Diocesan leaders to pay particular attention to the registration fees. However, these fees should not be excessive and become an obstacle to people's participation, nor should they provide grounds for viewing the sessions as a source of revenue for the Diocese.
- To set the registration fee, initially, the need is to identify what this amount includes (e.g., resource persons, documentation, premises, coffee.)
- Later, it is important to enquire whether the revenue from registrations allow the disbursements incurred in holding the session to be covered. Should there be a deficit, it should be seen whether there are adjustments possible to reduce, if not bridge, this deficit.

By "*compensation*" is meant fees paid for professional or technical services. When the resource person, for whatever reason, waives being remunerated at the rate set out in this guide, he or she may be offered minimal compensation or indemnification for services rendered.

This guide considers **two categories of resource persons**, including members of the Diocesan personnel and those who are not:

<u>Category 1</u> resource persons who are sought as lecturers, teachers, consultants or for a similar service,

<u>Category 2</u> resource persons who are sought as technicians, animators, facilitators, faith witnesses or for a similar service.

# 2.1 <u>Remuneration Criteria</u>

• The main yardstick used for the remuneration of the two categories of resources is the hourly rate (1 hour.) Given the current economic climate and the limited sources of revenue for the Diocesan Church, the proposed hourly rate for each of the two categories is as follows:

Category 1:	\$75-\$100 (1 hour)
Category 2:	\$25-\$30 (1 hour)

- The difference between the two categories is mainly based on the preparation time for the service requested. Hence, for someone who agrees to give a lecture, more preparation time is usually required than for someone acting as an animator of a meeting or providing witnessing of faith.
- The proposed rate includes minimal travel expenses not exceeding about 15 kilometres there and back. Beyond this kilometre limit, it is appropriate to consider travel expenses separately, following the policy established by the Diocese (HAF
- <u>Document 41.100</u>: "Episcopal Regulation No. 5: Remuneration of Priests and Religious").

<u>Note:</u> In some cases, the resource person is entitled to be reimbursed for meal expenses, upon presentation of supporting documents.

• For an overview of the application of the proposed hourly rates for a given number of hours, the following table can be consulted:

No. of hours	CATEGORY 1 (Professor, Lecturer)	CATEGORY 2 (Animator, Faith Witness)
1 hr.	\$75 — \$100	\$25 — \$30
3 hrs. or 1/2 day	\$225 — \$300	\$75 — \$90
6 hrs. or 1 day	\$450 — \$600	\$150 — \$180

Some observations:

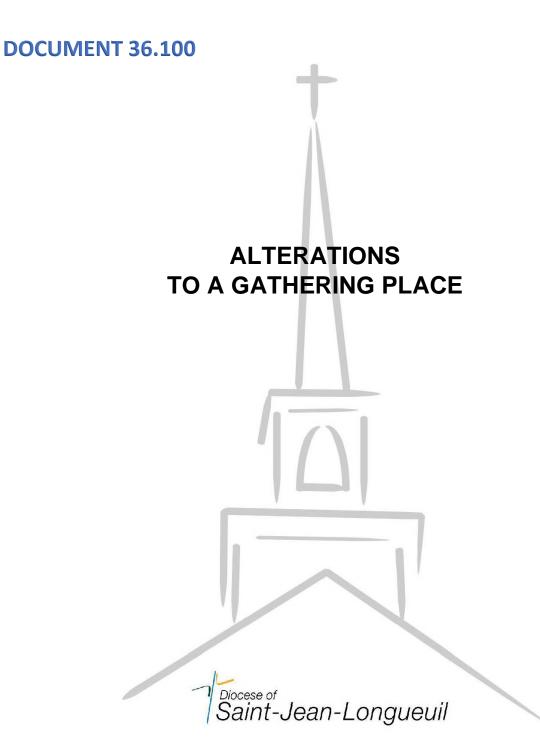
- Using the suggested hourly rate as the basis, specific arrangements for its application, depending on circumstances, can always be devised. For instance, with a meeting lasting two and a half hours, the same hourly rate may be used, taking half of the rate for the last half-hour.
- It may be necessary to consider a higher remuneration for some resource persons or a lower remuneration, when there are, for example, two or more resources at the same session and revenue does not allow the suggested hourly rate to be accommodated. In these cases, it is advisable to discuss the matter with the individuals involved and, if necessary, with the immediate supervisor.
- Although the proposed hourly rates are primarily intended for resource persons who are not working for the Diocese, they may also apply to resources in the Diocese's employ, particularly for remuneration for services not directly related to their work or position (see below).

### 2.2 <u>Resources Employed by the Diocese</u>

- As a general rule, for a resource person already employed by the Diocese as a fulltime or part-time permanent employee, that person need not be compensated for services that are part of his or her job or position in the Diocese.
- If this person is offered remuneration for service that is part of his/her job, he/she is asked to pay the amount received to the Diocesan office to which he/she is attached; this becomes revenue to be entered in the budget of the office. As for travel and other expenses, the staff member only has to enter it in his expense account, with supporting documents, thereby following the procedure established by the Diocese.
- If the resource person employed by the Diocese does not remit the amount received (e.g., for a service not directly related to his/her work and rendered outside of his/her working hours), it goes without saying that he/she must assume the travel costs and other expenses incurred by the service rendered (travel, meals, documentation, etc.)
- If the contact person is a priest incardinated in the Diocese, it is important to refer to document 41.500 (*Episcopal Regulation No. 9 – La Caisse de compensation* and its operating procedures), in the article dealing with additional income.
- There may be situations where it is unclear whether to keep or return an amount received as a result of a service rendered. At such times, the immediate supervisor can always be consulted for discernment purposes.

### 2.3 <u>Resource Teams</u>

Among the particular cases that may arise are teams that are employed by the Diocese and others that are not. With regard to the remuneration of these resource persons, reference should be made to what has been said above, with the necessary adaptations. Section 30



#### For further information, contact:

The Diocesan Treasurer's Office - Aide aux fabriques: fabriques@dsjl.org

# -1-ALTERATIONS TO A GATHERING PLACE

## Introduction

A church is the usual place for liturgical celebrations of a gathered assembly of a Christian community. In the absence of a church, other places such as a community centre or a school hall may become the community's place for liturgical celebrations. A church is also a place for contemplation where personal and private prayer is possible. Finally, the church (or whatever takes the place) is a location for major events in the life of the community both in terms of faith and secular life.

According to the Roman Missal, No. 294: "The general ordering of the sacred building must be such that in some way it conveys the image of the gathered assembly and allows the appropriate ordering of all the participants, as well as facilitating each in the proper carrying out of his function."

# 1.1 Adapting a Site for a Community Celebration

Constitution on the Sacred Liturgy (*Sacro sanctum Concilium*) specifically mentions this: *"when churches are to be built, let great care be taken that they be suitable for the celebration of liturgical services and for the active participation of the faithful."* 

Thus, a place of worship must be the sign and reflection of the assembly of Christians, the people of God. All Christians meet together there in proper relationships of communion and in keeping with every participant's functions. The diversity of functions and actions is expressed and fostered there, while the unity of the whole people of God is highlighted by the profound and organic unity of the building.

# 1.2 <u>Renovating a Place of Worship</u>

In renovating a place of worship, the architectural style and the overall plan of the building should be respected. All the details of the work to be done, even the least important, should be examined to draw up a complete plan for the long and short term. In this way, the unity of the whole place and of the furnishings or objects to be renewed (altar, ambo, baptismal font, candlesticks, etc.) can be respected.

In most cases, it would be preferable to rely on the services of specialists, such as an architect and a person skilled in sacred art, to plan this work.

Before undertaking any work, the Episcopal Regulations No. 1 (<u>Document 43.100</u>) and No. 2 (<u>Document 43.200</u>) of the *Handbook for the Administration of Fabriques* should be carefully read through.

The Diocesan *Comité d'Art sacré* is empowered to advise the Fabriques before and during the adaptation. **In all cases**, prior contact with the Diocesan Treasurer's Office - Aide aux fabriques is required.

## 1.3 <u>Refurbishing Certain Areas in a Place of Worship</u>

### 1.3.1 The Nave

The nave is the space where the people are seated. In new buildings, and as far as possible in renovation work, efforts should be made to remove any obstacles to viewing and hearing all those involved (presider, lector, moderator, choir, etc.) who contribute to the participation of the congregation in the liturgical action. Care should also be taken to ensure that the altar is visible to the whole gathering.

In existing churches and in new places of worship, care will be taken to ensure proximity between the participants in the nave and those in the sanctuary.

### 1.3.2 The Sanctuary

Strictly speaking, the space in the church where the altar, the ambo (the platform for preaching and liturgical readings) and the seat of the presider are located is called the *sanctuary*. This is where the ministers of the liturgical celebrations act. It should not be confused with the choral area, an enclosure furnished with stalls on either side. [In ordinary language in French, however, the two are often confused.] The sanctuary should therefore be large enough to facilitate the performance of liturgical actions.

### **1.3.3** The Altar of the Celebration

The altar of the celebration must be unique. This implies that there cannot be two altars in a place called the sanctuary. However, in the case of old churches where the old high altar has historical or artistic value, it is better to keep it intact and add a front altar in the sanctuary for the celebration facing the people.

To preserve its dignity, the altar should never be used for storing anything. Ideally, it should not be concealed to allow for another use of the space. As stated in the Roman Missal No. 299, "The altar should be built apart from the wall, in such a way that it is possible to walk around it easily and that Mass can be celebrated at it facing the people, which is desirable wherever possible. The altar should, moreover, be so placed as to be truly the centre toward which the attention of the whole congregation of the faithful naturally turns. The altar is usually fixed and is dedicated."

The altar should be built in the style of a place of worship, in particular taking account of the old high altar if it is of special value. In that case, an architect skilled in the vintage craft should be sought out to draw up plans for the altar, which would reproduce the motifs of the previous main altar. Alternatively, an authentic antique altar in a style similar to that altar's could be procured.

On or near the altar, candlesticks of the same style should be placed, or new candlesticks of a simple shape should be chosen to match the altar. Also, on or near the altar, there should be a cross clearly visible to the gathering. This could be used as a processional cross.

Other items in the sanctuary should not be too close to the altar. The altar cloth should be of good quality material.

In most of the places of worship being redesigned, the architectural lines have been drawn with the understanding that the altar would be placed in the centre.

Finally, if a smaller place of liturgical celebration is to be refurbished, say, for weekday use, the above remarks should be taken into account to the extent possible.

# **1.3.4** The Place of the Reserved Eucharist

In most places of worship being refurbished, it will be preferable to place the Reserve on a side altar, since the altar of worship should be unique. The side that fosters contemplation should be chosen, for example the side where there is no passage to the sacristy, etc.

In new buildings, the Reserve should not be placed on the altar "*which is the place of an action and not of a Reserve*" (ref.: *Espace*, No. 6, page 35 [80]). In all cases, the position of the Reserve should have an honourable place whose decoration will harmonize with the whole and which will foster contemplation, the intimacy necessary for individual prayer.

The Reserve shall be kept in a single tabernacle, firmly fixed and protected from any violation. The support of the tabernacle, without having the proportions of an altar, will provide enough of an area for the ciborium being placed there.

A special lamp will be constantly lit to indicate and honour the presence of Christ.

# 1.3.5 The Place for the Oils

A side altar can become the place for storing the oils. The baptistery could ideally be located nearby.

# 1.3.6 The Place for Animation: The Lectern

To foster better participation in the gathering, it is a good idea to have an animator as support for the presider. This should be done from the lectern in an appropriate style. There, the commentator, cantor or choirmaster will lead the gathering. The lectern is also where the homily is generally delivered. It should be placed in a secondary axis, but not too far back so that the speakers can be seen by the gathering.

# **1.3.7** The Place for the Presider

The presider's seat should express the function of someone who is presiding over the gathering and is leading its prayer. Its position and appearance will therefore manifest this role of presiding.

The presider is part of the gathering and, as such, should listen to the admonitions, readings, prayer intentions, follow the conductor of the choir and take part in everyone's actions. Therefore, this seat should face the assembly, preferably at an angle to the ambo.

It should also be removed from where the Word is proclaimed, from the Eucharistic Reserve and from the altar. It shall not be placed in front of the altar. Care should be taken to ensure that there is nothing in front of it that would prevent the gathering from seeing the presider. In practice, it is customary to place it on the side of the sanctuary opposite the ambo.

Seats in the area where the presider is sitting should be made simply and in the style of the sanctuary furnishings. Any appearance of a throne should be avoided.

# 1.3.8 The Place for the Word: The Ambo

The dignity of the Word of God requires that there be a place in the sanctuary that fosters the proclamation of this Word. The ambo should be designed with the characteristics of the particular church in mind. It should, as well, be made of good quality material in a style identical or adapted to the overall architecture and furnishings. It should also present a certain visual appearance.

# 1.3.9 Lighting and the Audio System

For the Word to be heard properly, an adequate audio system is necessary (care should be taken to ensure that it is visually discreet and integrated). The places of the presider and lector should be well lit: ambient light sources are preferable to high-contrast spotlights.

# 1.3.10 The Choir's Place

The role of the choir is to mould and support the singing of the gathering. For the choir to truly fulfill this role, the choirmaster, organist and choir must be able to communicate easily with each other. It is desirable that the choir and the organ should not be placed in the sanctuary. "*The choir should be positioned with respect to the design of each church so as to make clearly evident its character as a part of the gathered community of the faithful fulfilling a specific function.*" (Roman Missal, No. 312).

# **1.3.11 The Baptistry** (or Baptismal Fonts)

The place of baptism should be clearly identified and emphasize the fundamental symbolism of this sacrament. A fixed, distinct, well-defined place should be created for the baptistry, which is pleasing in the beauty of the chosen objects. The location should have easy access to an entrance door but not interfere with circulation. A lateral location at the front of the nave is favoured, and it should not be located at the back of the place of worship. In places of worship that are being redesigned, it is best to place it at the front of the second side altar, on the side opposite to the Reserve altar.

In the baptistry, as far as possible, the Paschal candle and the holy oils should be kept with honour.

When there is no alternative other than a mobile basin, care should be taken to ensure that its position never obstructs the view of the altar, the ambo or the chair of the presider.

### 1.3.12 The Place for Individual Celebration of Reconciliation

The place for Penance must be discreet, well soundproofed and its atmosphere welcoming. Any alterations should be simple.

From the entrance, the layout should allow the penitent to choose between a traditional confession or a face-to-face dialogue with the priest, without the need to move furniture or partitions.

It should be noted that while some traditional confessionals can be enlarged and fitted out as described above, many cannot. It is warranted to continue to use them as they have always been.

# -2-DECORATING THE PLACE OF WORSHIP

# 2.1 Objects of Piety

Saints whose patronage is offered to the community concerned or who are the object of special devotion may be venerated by means of representations (icon, painting, etc.) placed in the nave without distracting the attention of the participants in the celebration.

The proliferation of statues and pious representations should be avoided. There should be only one representation of the same saint and only one main crucifix. In short, there should be a concern for the truth of things and for simplicity.

In all devotional places space will be provided for votive lamps, tapers, green plants and flowers.

# 2.2 <u>Illumination</u>

Liturgical illumination pertains to the oldest Christian tradition. Originally, a whole panoply of symbols evoked fire and light and images of Christ. Remember Candlemas, the Easter Vigil and the candles of the profession of faith of the baptized.

# 2.2.1 Liturgical Lighting

The liturgical light of the altar will usually be composed of authentic candles, placed on a support in harmony with the style of the furnishings and placed on or near the altar. One may suffice, two or three on feast days; symmetry is not required. The candlesticks that once adorned our altarpieces can be used.

The Paschal candle will be set next to the baptismal fonts or, at other times, in the ambo. It will be placed on a large candlestick.

According to the liturgical rules in force, wax candles or oil lamps must be used for the celebration of the Eucharist and the worship of the Blessed Sacrament and not electric or electronic imitations.

The same applies to the votive lamps, which should be real and not electrical or electronic imitations.

# 2.2.2 Lighting

Liturgical lighting should be complemented by other sources of light: sufficient lighting in general is needed both for the presider, for reading and for all the participants.

Ambient lighting, natural or artificial, should bathe the sanctuary from the front or sides, without creating dark or distorted silhouettes. Lighting sources should not dazzle the speakers or the gathering as is the case with small, unenclosed, poorly concealed spotlights.

If there are old chandeliers in a place of worship with a deficient electrical system, they can be restored to improve their efficiency.

Lighting problems are always delicate and particular to each place of worship. It is wise to seek professional advice before embarking on what can be costly and inappropriate repair or renovation work, which must be authorized by the Bishop.

Finally, the use of multicoloured lamps in front of the statues of saints in the place of worship should be avoided.

# -3-EDUCATIONAL AND DECORATIVE ELEMENTS IN CERTAIN CIRCUMSTANCES

# 3.1 <u>Definitions: Temporary Decorations</u>

The purpose of these decorations is to bring to life a liturgical time or an event, using colours, objects, inscriptions and drawings.

Their primary purpose is to facilitate the prayer of the gathering and in the sense that:

- They must be compatible with the liturgy and not distract from it.
- They should be in keeping with liturgical decorum and avoid secular frivolities.
- They must be appropriate to the liturgical time or religious event.
- They must be removed when the time comes.

# 3.2 Categories

# 3.2.1 Background Decor

It is intended to create an atmosphere conducive to the celebration. It illustrates a liturgical theme through appropriate artistic means.

In community centres and schools used as places of worship, the decor becomes even more important as a sacred sign, as it alone creates the religious atmosphere of the facility. It can enhance the appearance of the place of worship or at least make it livelier. Examples:

- the Advent wreath,
- the Christmas creche,
- the annual Advent and Lenten themes,
- the theme of the pastoral year,

- the thematic panels,
- flowers for weddings, funerals and other events.

In short, the background decor must be tasteful, sober and integrated.

### 3.2.2 Inscriptions

The size of the letters should be large enough to allow the participants in the gathering to easily read the inscription. The inscription should be short and effective. Messages make the plans and accomplishments of parish, Diocesan and the Universal Church life more accessible to the community.

### 3.2.3 Bulletins Boards

In a place of worship, it is important that the posters and messages are not dispersed. A bulletin board is a favoured place for gathering and controlling these messages. Strategically placed, preferably near the entrance and at the back, it is the ideal place where the parishioner can find all the news and communications that interest him/her.

More permanent, the bulletin board must harmonize with the architecture of the place and not hide or disturb it.

For bulletin boards, a very interesting option is to establish in a well-lit place, at the beginning of the nave or elsewhere (it could be the transept), a small reception area that could take the form of an enclosed portico, but here again, experts must be consulted to respect the architecture of the church.

### 3.2.4 Lighting

Lighting of inscriptions and temporary decor should follow the precepts given in Section 2.2.2 for sanctuary lighting.

# 3.2.5 **Projection Screens**

The most difficult element to integrate into a church setting is the screens needed to project hymns or other material. In some cases, it is impossible to find a location for them that does not ruin the architecture of the sanctuary or interfere with the view or access to it, so it is better to find another way to disseminate the words of the hymns or prayers in leaflets or booklets.

### 3.3 <u>Some Suggestions for Ornamentation</u>

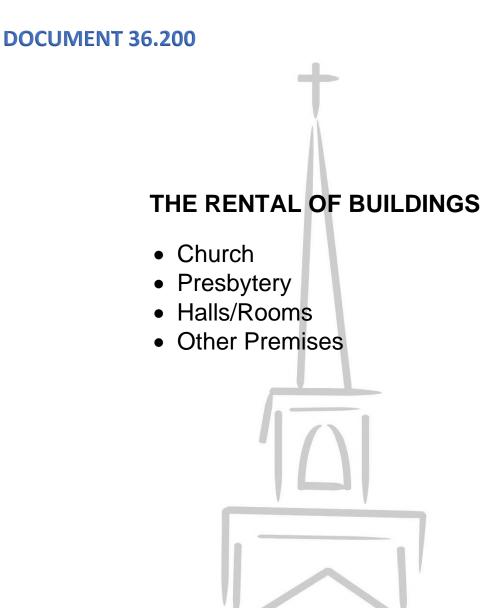
- Create a team of people competent in ornamentation.
- Promote the presence of objects that will support the liturgical action.
- Establish a reasonable budget.
- Create harmony among the elements of ornamentation so that they integrate with the architecture and decor.

# 3.4 Some Faults to Avoid

- Avoid bad taste.
- Do not place decorations in places where they distract from the essential.
- Avoid gluing decorations on painted walls.

### **Conclusion**

It should always be kept in mind that temporary decor is only an accessory intended to bring to life a time of the liturgical year.



For further information, contact:

The Diocesan Treasurer's Office - Aide aux fabriques: fabriques@dsjl.org

Diocese of Saint-Jean-Longueuil

# THE RENTAL OF BUILDINGS

HAF = Handbook for the Administration of Fabriques

## INTRODUCTION

The rental of a rather large part of the buildings of a Fabrique and for rather long periods of time is a significant source of revenue for some Fabriques.

In this document will be found the criteria to apply for the rental of a Fabrique's buildings.

Although Section 26(a) of the Act respecting fabriques states that "Every fabrique must be previously and specially authorized by the Bishop of the diocese [...] to exercise: the power to [...] lease immovables", the Bishop has pre-authorized most leases as long as the following guidelines are followed by the Fabriques and the Fabriques use the standard Diocesan leases.

Taking into account the Code of Canon Law<sup>1</sup>, certain leases, however, that are of exceptional duration, require the consent of the *Collège des Consulteurs* and the *Conseil diocésain des affaires économiques*. The *Aide aux fabriques* will be in a position to advise the Fabriques in such circumstances.

Pastoral life in each parish is to be given priority. Renting, even with its financial advantages, should only be justified in cases where the space is available and does not hinder the plans and activities of the community.

# Article 1 BASIC PRINCIPLES

- **1.1** It is the joint responsibility of the pastor, the coordinator of parish activities and the Chairperson of the Fabrique Meeting to <u>agree</u> on the rationale for determining whether or not to allow renting the church or other premises of the Fabrique.
- **1.2** The rental should not hinder the normal operation of pastoral life of the parish.
- **1.3** The tenant's vocation and field of activity, how it will use the premises, and what matters the premises are being used for, must respect the values of the Catholic Church.
- **1.4** Priority should be given for use of the premises and for rentals to the types of activities and to individuals and groups in the order set forth in Section 3 below.

Refer to Canons 1277 and 1297 of the <u>Code of Canon Law</u> as well as to Decree No. 16 of the Canadian Conference of Catholic Bishops.

- **1.5** The purposes for which the building was constructed must be respected and, in this sense, particular attention must be paid to the sanctuary of the church.
- **1.6** Each Fabrique will establish its own rental rates by determining how to calculate the recovery of the costs incurred and will set the profit margin to be charged. Upon request, the *Aide aux fabriques* can provide references on the rents charged in other parishes.

# Article 2 CATEGORIES OF BUILDINGS

- **2.1** The church (sanctuary and nave).
- **2.2** The presbytery including the basement.
- **2.3** The basement of the church, the sacristy, the parish hall or a similar building, the cemetery and a vacant lot.

# Article 3 USER GROUPS (in Order of Priority)

**3.1** Parish-type groups:

Groups that work at a pastoral level and/or carry out pastoral, educational and social activities "funded" by the parish community (e.g.: the Pastoral Orientation Council, various committees such as a missionary committee, a catechetical committee, youth ministry, movements, etc.)

**3.2** Groups that recognize and/or promote Christian values:

Autonomous groups that work at the social, community and educational levels, such as the Golden Age Club, the Knights of Columbus, A.A., the Catholic Women's League, Scouts, etc.

**3.3** Public interest groups, associations and organizations:

Municipality, Governments, Labour Union Groups, Social Clubs (Lions, Rotary, Richelieu, etc.),

**3.4** Individuals, Families:

Wedding and post-funeral receptions, family Christmas and New Year's parties, etc.

- **3.5** Christian communities or groups of Christians other than Catholics recognized by the Canadian Conference of Catholic Bishops (for worship or other community activities).
- **3.6** Commercial, Professional Use:

For storage of materials that are compatible with the premises, for instance.

For offices of professionals.

# Article 4 DURATION AND USE OF RENTAL / AUTHORIZATION / LEASE

A <u>standard Diocesan lease form</u> that depends on the use and duration of the lease **should be used**. A copy of the lease shall be provided to *Aide aux fabriques*, either for information or authorization as applicable. It is required that the numbering, order and wording of the articles of the standard lease not be changed. The aim is to have each Fabrique use the same framework for leasing its premises. The leases in our Diocese should therefore remain uniform. A change to the standard Diocesan lease requires the permission of the Bishop via the Diocesan Treasurer's Office - Aide aux fabriques.

All standard leases are available as forms in Excel format, allowing the Fabrique to easily complete the appropriate fields. See HAF Reference Section "Reference Documents."

4.1 <u>Single Use of a Hall or Room</u>:

When a hall or room is rented only for a single, non-recurring event, e.g., a family party, a lecture.

Authorization: rental pre-authorized by the Bishop.

Standard Document Form: Single-Use Premises Rental Contract (<u>Ref.</u> <u>HAF 36.300</u>)

**4.2** Single Use of the Church:

When the Church is rented for a single, non-recurring event, e.g., a concert.

Authorization: rental pre-authorized by the Bishop on the condition that the specific criteria in Article 5 below are met.

Standard Document Form: Single-Use Church Rental Contract (<u>Ref. HAF</u> <u>36.400</u>)

### 4.3 Occasional Use of Premises:

When the premises are rented on an occasional but ongoing basis, usually for a maximum of one year, e.g., one evening per week for eight months.

Authorization: rental pre-authorized by the Bishop,

Standard Document Form: Lease Agreement for Premises - Occasional Use (<u>Ref. HAF 36.500</u>)

4.4 <u>Continual Use of Premises / 12 Months or Less</u>:

When the rented premises are for the exclusive use of a single tenant for a maximum period of one year.

Authorization: rental pre-authorized by the Bishop,

Standard Document Form: Lease Agreement for Premises - Continual Use -12 Months or Less (<u>Ref. HAF 36.600</u>)

4.5 Continual Use of Premises/ More than 12 Months:

When the rented premises are for the exclusive use of a single tenant for several years.

**Authorization:** Bishop's authorization required; for a period of 5 years or more, approval of the *Collège des consulteurs* and the *Conseil des affaires économiques* 

Standard Document Form: Lease Agreement for Premises - Continual Use for Over 12 Months (<u>Ref. HAF 36.700</u>)

# 4.6 <u>Residential Use</u>:

The rental of premises for residential purposes is much more restrictive for the Fabrique since this type of rental is under the jurisdiction of the *Régie du logement du Québec*. Not only must the Fabrique use the *Régie*'s standard lease, but it must also adhere to the standards in effect and refer to the established processes in cases of conflict.

The principal constraint, however, is that the Fabrique may have difficulty repossessing the leased premises. Indeed, should the Fabrique wish to reuse the premises for its own purposes, the *Act* does not allow it to prevent the renewal of a residential lease. For this reason, **it is essential to include the following clauses in the lease**:

- In Section E "Other Services and Conditions," enter:
  - Conditional on the approval of the Bishop of the Diocese of Saint-Jean-Longueuil,
  - Conditional on a clause of non-renewal of the Lease specified on Page 4.

At the bottom of page 4 of the lease, enter:
Non-Renewal Clause:
We, the undersigned tenants, do hereby voluntarily waive our right to renew this Lease upon its expiration or upon the expiration of any of its renewals, for the purpose of permitting the said Fabrique (the lessor) to take back the Leased Premises for its own use.

Have the tenant initial this clause.

Authorization: Bishop's authorization required.

#### 4.7 Special Uses:

The Aide aux fabriques is in a position to guide the Fabriques and send them Memoranda of Understanding and/or Leases corresponding to special rental uses. This is particularly the case in the following situations that require **the prior authorization of the Bishop**:

- The rental of premises (church, cemetery and other premises) for the purpose of <u>shooting a film</u>. For this purpose, it is necessary to have the synopsis and the complete script of the film.
- Rental of space in the bell tower for the installation of wireless communication <u>antennas</u>. The Fabrique should notify *Aide aux fabriques* at the outset of such a project to be advised of Diocesan agreements with the corresponding companies.
- A protocol for using the premises in the event of a disaster,
- A <u>parking</u> lease,
- An <u>emphyteutic</u> lease whereby the premises are given up for a very long period of time (e.g., 50 years).
- A right of <u>first refusal</u>.

# 4.8 <u>Renewals</u>:

The Bishop will pre-authorize the renewal of a lease provided that the original lease complied with the guidelines in this document, was written on a standard Diocesan document form in its current version and that the rental had received the appropriate authorization. A copy of the renewal should be forwarded to *Aide aux fabriques*.

Standard Document: Renewal of Lease Agreement. The use of the document allows certain clauses to be modified and avoids having to prepare a lease again. (<u>Ref. HAF 36.800</u>)

# 4.9 <u>Regulations for the Uses of Premises</u>:

Each Fabrique must establish regulations covering the use of its premises, which should be attached to all rental and lease agreements.

These regulations would specify allowable uses and arrangements of the premises.

An example of regulations for the use of the Fabrique's premises is in the Attachment.

# Article 5 USE OF A CHURCH FOR PURPOSES OTHER THAN WORSHIPPING

- **5.1** The main purpose of a church remains worship and religious gathering. Therefore, the celebration of Mass and other liturgical activities, prayer meetings and religious festivals and ceremonies are given priority.
- **5.2** A church may be used for other purposes cultural, social, artistic as long as these are compatible with the respect that should be given to a church. As well, the following conditions are laid down:

Type of acceptable activities:

- Classical or sacred music concert
- Popular concert depending on the artist
- Lecture depending on the topic
- Theatre or film, depending on the topic
- Extracurricular activities, graduation ceremony
- Other Christian groups recognized by the Canadian Conference of Catholic Bishops
- Lay celebration (e.g., funeral tribute for a celebrity)

Type of activity refused:

- Civil marriage
- Same sex marriage
- Holding a bingo session or any other gambling activity
- Activity not compatible with a place of worship

If it is <u>essential</u> to use the choir, criteria for its use other than for worship:

- The tabernacle: remove the holy species and leave the tabernacle door open,
- The high altar, celebration altar and side altars: if they cannot be moved, they should not be used by anyone,
- The ambo and pulpit: must not be used by anyone.

## Article 6 INSURANCE

Under the terms of the civil liability insurance contract issued by *La Mutuelle d'assurance en Église (La Mutuelle)*, every Fabrique is protected against any claims from tenants, regardless of the length of the lease, **provided**, however, **mandatory clauses appear in the lease**.

Notwithstanding the above, it is strongly recommended that the Fabriques advise *La Mutuelle* of the existence of continual-use tenants (duration of one year or more) by sending a signed copy of the lease.

A Fabrique should contact *La Mutuelle* in cases where the renter does not have any insurance.

For those Fabriques that are insured by a company other than *La Mutuelle*, it is important to check whether they are covered for the rental concerned.

Refer to HAF Document 36.900.

*La Mutuelle d'assurance en Église* may be contacted by clicking on the following link: <u>cmae.ca</u><sup>2</sup>

<sup>&</sup>lt;sup>2</sup> Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on both tabs.

#### ATTACHMENT

# FABRIQUE OF THE PARISH OF EXAMPLE

of the Diocese of Saint-Jean-Longueuil

# **REGULATIONS FOR THE USE OF PREMISES**

This document is incorporated as an attachment to any rental or lease agreement or lease agreement for the premises of the Fabrique

The FABRIQUE premises have been designed to meet the needs of the community and the demands of its clientele. Conscious of always serving the community well, the FABRIQUE prides itself on making its premises accessible and wishes to have its premises be a clean and welcoming place to meet. The employee responsible for its upkeep ensures that the premises remain clean and impeccable at all times.

# IMPORTANT: Out of respect for the residential environment, we ask you to keep all doors and windows closed at all times. Noise and music may disturb the neighbourhood.

- 1. The premises shall be accessible at the times and under the conditions stated in the rental contract or lease agreement.
- 2. The following services are included in rentals: cloakroom, kitchen, washrooms, round and rectangular tables and chairs. It is important to put all chairs and tables back in their place before leaving.
- 3. The sound system is available on request ONLY.
- 4. The light switches are located in the rooms themselves. Please make sure to turn off all lights before leaving.
- 5. The air conditioning and heating are adjusted to provide normal comfort. Unless there is a system malfunction, **no changes will be made to the pre-adjusted temperature control**.
- 6. A telephone is available near the kitchen entrance. However, it is not possible to make long distance calls.
- 7. Smoking is not allowed. Ashtrays are available outside.
- 8. Nails, staples or any other object that could damage the walls are not allowed. ONLY stickers, which must be removed carefully on departure, are allowed.
- 9. The use of confetti, rice or other similar substances is prohibited. The TENANT undertakes to pay the costs of cleaning the premises if this clause is not complied with.
- 10. All the items needed for cleaning (broom, mop, green bags) are available in the caretaker's room.

- 11. ALL waste (green bags or other) must be deposited in the bin provided for this purpose outside the premises. To avoid odours and fire hazards, please do not leave any bags inside the premises.
- 12. Refrigerators must be emptied of their contents before leaving. Please turn off the switch on the wall to the left of the appliance.
- 13. Please ensure that all doors are closed before leaving. There are two access doors to the room.

The sole purpose of these regulations is to provide you with the quality of service you expect. On behalf of the members of the Fabrique, thank you in advance for helping us to achieve this goal.

THE FABRIQUE OF THE PARISH

By

The TENANT declares that he/she has read these regulations and undertakes to comply with them.

The TENANT

By

Date of Rental Date of Signature



# For further information, contact:

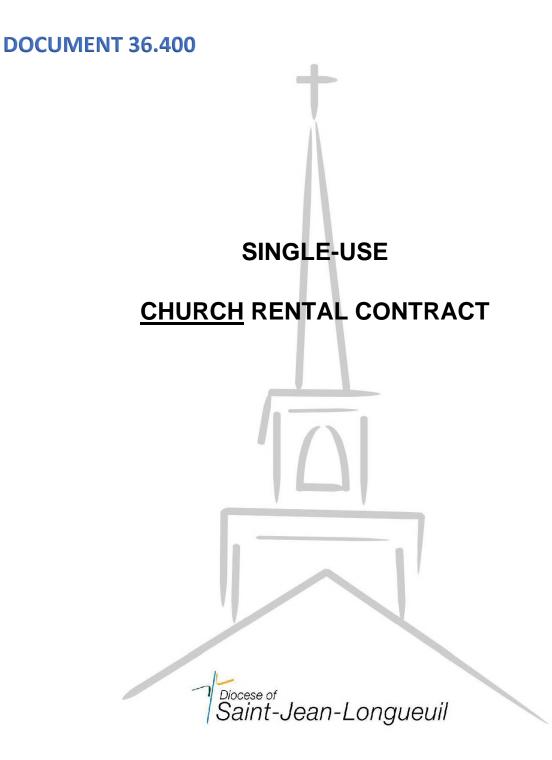
The Diocesan Treasurer's Office - Aide aux fabriques: fabriques@dsjl.org

# SINGLE-USE RENTAL CONTRACT FOR A HALL OR ROOM

# **GUIDELINES:**

- This contract is used for the rental of a hall or room for a single, non-recurring event, e.g., a family party, a lecture. The rental of the church requires a separate contract to be drawn up (ref. HAF <u>Document 36.400</u>.)
- The Bishop pre-authorizes this rental on the condition that the Diocesan Standard Document Form is used, and the standards and criteria shown in Document 36.200 "<u>Rental of Buildings</u>" from the *Handbook for the Administration of Fabriques* (HAF) are complied with.
- The Standard Document is available in Excel format in HAF Section "<u>Reference Documents</u>".
- Read the "Guidelines" tab in the Excel file.
- Read the guidelines in the margin of the document.
- Fill in the shaded sections.
- Use the <u>Other Special Clauses</u> section to state certain clauses or add conditions.
- No article should be removed or changed without a valid reason.
- Modification of any of the articles must be authorized by the Bishop. Consult the Diocesan Treasurer.
- Submit a copy to the Diocesan Treasurer's Office- Aide aux fabriques.

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AND:							
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Acting	herein and duly auth	orized under a Re	solution of hi	s/her Board o	of Directors.		
Herein	after referred to as th	e "TENANT"					
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#### For further information, contact:

The Diocesan Treasurer's Office - Aide aux fabriques: fabriques@dsjl.org

# SINGLE-USE CHURCH RENTAL CONTRACT

# **GUIDELINES**:

- This contract is used for the rental of the Church for a single event, for example, a concert. The single-use rental of the other premises of the Fabrique requires a separate contract to be drawn up (ref. HAF <u>Document 36.300</u>.)
- The Bishop pre-authorizes this rental on the condition that the Diocesan Standard Document Form is used, and the standards and criteria shown in Document 36.200 "Rental of Buildings" from the

Handbook for the Administration of Fabriques (HAF) are complied with.

- The Standard Document is available in Excel format in HAF Section "<u>Reference</u> <u>Documents</u>".
- Read the "Guidelines" tab in the Excel file.
- Read the guidelines in the margin of the document.
- Fill in the shaded sections.
- Use the <u>Other Special Clauses</u> section to state certain clauses or add conditions.
- No article should be removed or changed without a valid reason.
- Modification of any of the articles must be authorized by the Bishop. Consult the Diocesan Treasurer.
- Submit a copy to the Diocesan Treasurer's Office- Aide aux fabriques.

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AND:							
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#### For further information, contact:

The Diocesan Treasurer's Office - Aide aux fabriques: fabriques@dsjl.org

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# **OCCASIONAL-USE PREMISES LEASE AGREEMENT**

# **GUIDELINES**:

- This lease agreement is used for the rental of premises for occasional use but on an ongoing basis, e.g., the meeting of an organization one evening a week for a year. The rental of premises for continual use requires a separate contract to be drawn up (ref. HAF <u>Document 36.600</u> or <u>36.700</u> depending on the duration.)
- The Bishop pre-authorizes this rental on the condition that the Diocesan Standard Document Form is used and the standards and criteria shown in Document 36.200 "<u>Rental of Buildings</u>" from the Handbook for the Administration of Fabriques (HAF) are complied with.
- The Standard Document is available in Excel format in HAF Section "<u>Reference Documents</u>".
- Read the "Guidelines" tab in the Excel file.
- Read the guidelines in the margin of the document.
- Fill in the shaded sections.
- Use the <u>Other Special Clauses</u> section to state certain clauses or add conditions.
- No article should be removed or changed without a valid reason.
- Modification of any of the articles must be authorized by the Bishop. Consult the Diocesan Treasurer.

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of the having	ADIGUE OF THE	PARISH OF		EXAMPLE	
having	Dincese of Saint-Je		person lawfully consti		respecting fabriques ,
	g its Head Office at:				respectively and a second second
Telepl	hone / Ext.:			Email:	
Repre	sented here by:			Title:	
		horized under a Resol	lution of the said Fabr	ique.	
Hereir	nafter referred to as	he "FABRIQUE."			
AND:					
Le	gal Person	Corporation	Individual	Registraire des	entreprises No.:
	ss / Head Office	Conference:		1.1.2	
In the	City of:				Postal Code:
Telepi	hone / Cell:			Email:	
Busine	ess Line:				
	sented here by:			Title:	
	herein and duly aut nafter referred to as	horized under a Resol	lution of his/her Board	of Directors.	
1.					premises as per the schedule set fo s himself/herself satisfied therewith.
	Room(s):				
	Hall:				
	Address:				
	Hereinafter referree	to as the "PREMISE	s."		
	Any other purpose	is prohibited, except w	with the written conser	t of the FABRIQUE	E.
3.	TERM OF LEASE	AGREEMENT AND S	CHEDULE OF USE:		
	This Lease Agreen	ent is granted for a p	eriod of:		
	weeks OR	consecutive mo	nths.		
	Starting on:			and ending on:	
		g day(s)of the week:			
	As per the following	schedule of use:			
4	RENT AND TERM	S OF PAYMENT			
4.		ed in consideration of a	- total sum of		
	This lease is grante	d in consideration or a	a totai sum oi.		dollars \$
	that the LESSEE u	ndertakes to nav as fr	slows from the date of	f entry into force of	f this agreement as stipulated in Arti
	3:	identaries to pay as to	NOWS NOT THE GALL C	rentry into for oc o.	I tills agreement as supulates in rus
	A security deposit of	of:			dollars \$
		signature of the agree of any default by the l		shall be returned to	o the LESSEE at the end of this lea
5.	INCLUSIONS AND	EXCLUSIONS:			
	Included in the ren	t are the furniture, equ	uipment, services and	the following costs	5:
		s his/her satisfaction v rent and accordingly			d. it, services and the following costs:

• Submit a copy to the Diocesan Treasurer's Office- Aide aux fabriques.

**DOCUMENT 36.600** PREMISES LEASE AGREEMENT **CONTINUAL USE** FOR 12 MONTHS OR LESS Diocese of Saint-Jean-Longueuil

## For further information, contact:

The Diocesan Treasurer's Office – Aide aux fabriques: <u>fabriques@dsjl.org</u>

# PREMISES LEASE AGREEMENT - CONTINUAL USE FOR 12 MONTHS OR LESS

## **GUIDELINES:**

- This lease agreement is used for the rental of premises for the exclusive use of a single tenant for a maximum term of one year. The rental of premises for a term <u>exceeding</u> a year requires a separate contract to be drawn up (ref. HAF <u>Document</u> <u>36.700</u>.)
- The Bishop pre-authorizes this rental on the condition that the Diocesan Standard Document Form is used, and the standards and criteria shown in Document 36.200 "Rental of Buildings" from the Handbook for the Administration of Fabriques (HAF) are complied with.
- The Standard Document is available in Excel format in HAF Section "<u>Reference Documents</u>".
- Read the "Guidelines" tab in the Excel file.
- Read the guidelines in the margin of the document.
- Fill in the shaded sections.
- Use the <u>Other Special Clauses</u> section to state certain clauses or add conditions.
- No article should be removed or changed without a valid reason.
- Modification of any of the articles must be authorized by the Bishop. Consult the Diocesan Treasurer.

	WEEN: FABRIQUE OF THE			EXAMPLE	
			I person lawfully con	stituted under an Act respecting	fabriques ,
	ng its Head Office at:				
	phone / Ext.:			Email: Title:	
	resented here by: ng herein and duly aut	thorized under a Res	olution of the said Fa		
	inafter referred to as				
AND	<u>)</u> :				
	egal Person	Corporation	Individual	Registraire des entreprises	No.:
Add	ress / Head Office				
	e City of:			Postal	Code:
	phone / Cell: ness Line:			Email:	
	resented here by:			Title:	
	ng herein and duly aut	thorized under a Res	olution of his/her Bo	ard of Directors.	
	einafter referred to as				
THE	PARTIES AGREE A	S FOLLOWS:			
1.				use of the following premises a remises and declares himself/h	
	Description of the		- manife able of the p		ersen annande urerewitti.
	premises:				
	Address:				
	Hereinafter referree	d to as the "PREMIS	ES."		
2	The LESSEE state	e that the promises	will only be used for t	he following purposes:	
2.	The LESSEE state	s that the premises v	will only be used for t	he following purposes:	
2.	The LESSEE state	s that the premises v	will only be used for t	he following purposes:	
2.					
2.				he following purposes:	
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_	Any other purpose	is prohibited, except	with the written cons	ent of the FABRIQUE.	
_	Any other purpose	is prohibited, except AGREEMENT AND n <u>ent i</u> s granted for a	with the written cons SCHEDULE OF USE period of:	ent of the FABRIQUE.	
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• Submit a copy to the Diocesan Treasurer's Office- Aide aux fabriques.



## For further information, contact:

The Diocesan Treasurer's Office – Aide aux fabriques: <u>fabriques@dsjl.org</u>

# PREMISES LEASE AGREEMENT - CONTINUAL USE FOR MORE THAN 12 MONTHS

# **GUIDELINES:**

- This lease agreement is used for the rental of premises for the exclusive use of a single tenant for a term of more than one year. The rental of premises for a term of 12 months <u>or less</u> requires a separate contract to be drawn up (ref. HAF <u>Document</u> <u>36.600</u>.)
- <u>The prior authorization of the</u> <u>Bishop is required for this rental.</u> It is also required that the Diocesan Standard Document Form should be used, and the standards and criteria shown in Document 36.200 "<u>Rental of Buildings</u>" from the Handbook for the Administration of Fabriques (HAF) are complied with.
- The Standard Document is available in Excel format in HAF Section "<u>Reference Documents</u>".
- Read the "Guidelines" tab in the Excel file.
- Read the guidelines in the margin of the document.
- Fill in the shaded sections.
- Use the <u>Other Special Clauses</u> section to state certain clauses or add conditions.
- No article should be removed or changed without a valid reason.
- Modification of any of the articles must be authorized by the Bishop. Consult the Diocesan Treasurer.

				SE AGREEMENT NORE THAN 12 M	ONTHS
	WEEN:				
	FABRIQUE OF THE			EXAMPLE	ct respecting fabriques ,
	e Diocese of Saint-Je no its Head Office at:	an-Longueuii, a i	egai person lawiully o	constituted under an A	ct respecting fabriques ,
	phone / Ext.:			Email:	
Repr	esented here by:			Title:	
	g herein and duly aut inafter referred to as			l Fabrique.	
AND	;				
٦.	egal Person	Corporation		Registraire de	s entreprises No.:
	egal Ferson ess / Head Office	Corporation	individual	Registraire de	s entreprises 140.
	e City of:				Postal Code:
	phone / Cell:			Ema	
	ness Line:				
	resented here by:			Tit	e:
	g herein and duly aut inafter referred to as		Resolution of his/her	Board of Directors.	
1.	The FABRIQUE he	reby consents to	allow the LESSEE	the use of the followin	g premises as per the schedule res himself/herself satisfied there
	Description of the	SSEE acknowled	oges naving visited tr	e premises and decia	es himsen/herseit saustied there
	Description of the premises:				
	Address				
	Hereinafter referred	to as the "PRFI	MISES."		
	Any other purpose	is prohibited, exc	cept with the written o	onsent of the FABRIQ	UE.
3.	TERM OF LEASE		ND SCHEDULE OF	ISE-	
	This Lease Agreen				
	weeks OR	consecutiv			
	Starting on:	_		and ending or	c
4.	RENT AND TERM				
	This lease is grante	d in consideration	on of a total sum of:		dollars \$
	that the LESSEE u 3:	ndertakes to pay	as follows from the o	date of entry into force	of this agreement as stipulated i
	A security deposit of	<i>f</i> -			dollars \$
			agreement. Such de	posit shall be returned	to the LESSEE at the end of th
	except in the event				
	INCLUSIONS AND	EXCLUSIONS			
5.			o onuinment and in	s and the following co	ete:
	included in the ren	care the furnitur	e, equipment, service	is and the following co	515.
				and equipment provides and equipment provides and equipment of the equipme	led. ent, services and the following co

- Submit the document in Excel format to the Diocesan Treasurer for authorization by the Bishop.
- Failure to seek the Bishop's approval renders the lease agreement null and void.



#### **For further information, contact:** The Diocesan Treasurer's Office – Aide aux fabriques: <u>fabriques@dsil.org</u>

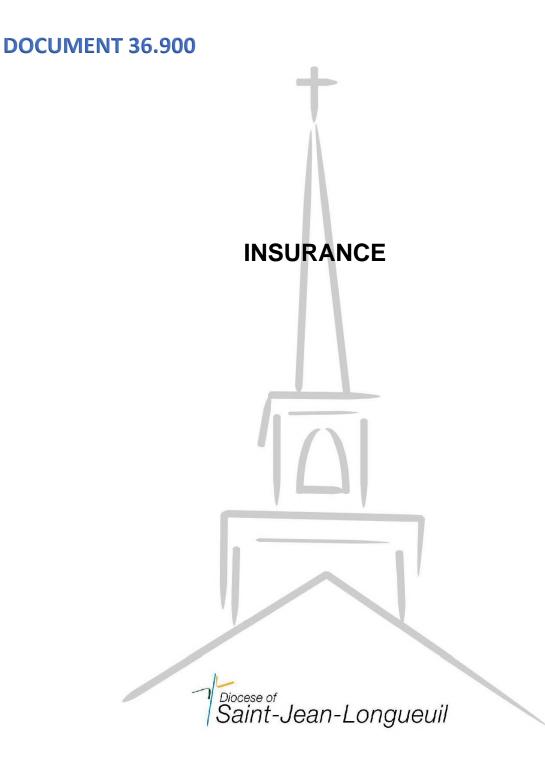
# GUIDELINES:

- The use of this document allows certain clauses in the original lease agreement to be adjusted and/or modified and avoids the need to redraft the lease.
- The Bishop pre-authorizes the renewal of a lease to the extent that:
  - The original lease was prepared on a <u>standard Diocesan document</u> form in its most recent version.
  - The standards and criteria shown in Document 36.200 "<u>Rental of Buildings</u>" from the *Handbook for the Administration of Fabriques* (HAF) are complied with.
  - That the rental had received the appropriate authorization.

If the above is not the case, the preparation of a new lease agreement is required.

- The Standard Document is available in Excel format in HAF Section "<u>Reference Documents</u>".
- Read the "Guidelines" tab in the Excel file.
- Read the guidelines in the margin of the document.
- Fill in the shaded sections.
- Use the <u>Other Special Clauses</u> section to state certain clauses or add conditions.
- No article should be removed or changed without a valid reason.
- Modification of any of the articles must be authorized by the Bishop. Consult the Diocesan Treasurer.
- Submit a copy to the Diocesan Treasurer's Office- Aide aux fabriques

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	PORO	CCASIONAL	IN CONTINUAL US	L
BETWEEN:				
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of the Diocese of Saint-Je		person lawfully o	onstituted under an Act	respecting fabriques ,
having its Head Office at:	0	0		•
Telephone / Ext.:		U		0
Represented here by:	0			0
Acting herein and duly aut		olution of the said	Fabrique.	
Hereinafter referred to as	the "FABRIQUE."			
AND:				
Legal Person	Corporation	Individual	Registraire des	entreprises No.:
Address / Head Office	Corporation	Individual	Registraire des	ena epiñaea 140.
In the City of:				Postal Code:
Telephone / Cell:			Email:	
Business Line:				
Represented here by:			Title:	
Acting herein and duly aut	horized under a Reso	olution of his/her F		
THE PARTIES AGREE A	S FOLLOWS:			
WHEREAS, the FABRIQU forth, for occasional or co	JE and the LESSEE v			een them as of the date hereinafter : rties having its own copy of the sign
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# For further information, contact:

The Diocesan Treasurer's Office – Aide aux fabriques: <u>fabriques@dsjl.org</u>

# INSURANCE

In our Diocese, we believe it is essential that Fabriques have adequate insurance for their buildings. We therefore recommend that Fabriques be insured by "*La Mutuelle d'assurance en Église*" (formerly called the "*Mutuelle des fabriques*.")

Since 1853, *la Mutuelle d'assurance en Église* has been supporting and protecting the Christian community in Quebec by insuring its building and architectural heritage and by providing support to those responsible for these buildings and places of worship. *La Mutuelle* covers only church property. As an insurance expert for Quebec's Fabriques and religious institutions, *la Mutuelle* works to protect the collective and individual interests of its members. It offers products, services and advice on property and liability insurance in a spirit of mutual aid and a perspective of sustainability.

La Mutuelle adheres to the following beliefs, that:

- Places of prayer and worship should be recognized as safe places for everyone,
- People who manage and make available places for prayer and worship must be adequately protected against the risks inherent in the ownership and administration of a private building for public use,
- Owners and leaders of places of worship must be able to manage the risks affecting them in a free, informed and consistent manner in relation to their particular challenges.

Those are the reasons that members are offered comprehensive insurance solutions, including:

- Property insurance,
- Public liability insurance,
- Directors' and officers' liability insurance.

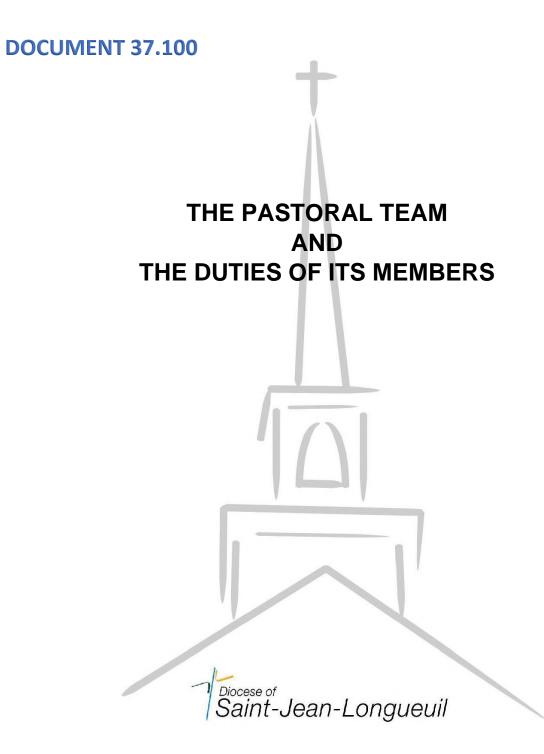
Prevention, training and support initiatives to help members better manage their risks are also offered through *la Mutuelle*'s *Centre* 

*d'entraide et de prévention*, as well as legal assistance.

For further information about *la Mutuelle*, click the following lick: <u>cmae.ca</u>

**Note:** Right-clicking on the link will open a new tab for this external document, making it easier to view documents on both tabs.





For further information, contact: Human Resources Office: <u>ressources.humaines@dsjl.org</u>

# 1. <u>THE PASTORAL TEAM</u>

# **1.1 Description of the Pastoral Team**

The Pastoral Team in a parish designates the people, mandated<sup>1</sup> by the Bishop, who have been entrusted by him, depending on each one's ministry, to provide the direction, animation and coordination of the pastoral service offered to the Christian communities. These people share a common concern to guide Christian communities to make them more missionary.

It usually consists of:

- The priest in charge (parish priest, parish administrator, priest moderator);
- Pastoral agents<sup>2</sup> (the co-ordinator, the person in charge of a sector of pastoral activity).

Other people may also be members, depending on the pastoral mandate entrusted to them:

- Collaborators<sup>3</sup>,
- Other ordained ministers (vicars, priest-collaborators, deacons),
- Mandated volunteers,<sup>4</sup>
- Seminarians on an internship.

(

Evidently, service in the parish must be able to count on several other people, most of them volunteers; however, these people have not received a mandate from the Bishop.

<sup>&</sup>lt;sup>1</sup> The pastoral mandate is "the act by which the Bishop, recognizing the suitability [idoneity], abilities and competence of a lay member of the faithful, chooses him to collaborate in the exercise of the pastoral office and sends him on mission" (Assembly of Quebec Catholic Bishops, The Mandate Discerned to Lay Pastoral Associates. Reference, adopted by the bishops united in a Plenary Assembly on March 12, 2004, 2 p.). The mandate is issued in a Letter of Nomination which specifies the functions and the term of the entrusted mandate.

The term Pastoral Agent (officially in English, Lay Pastoral Associate) designates the people who exercise a lay ministry recognized by the Assembly of Quebec Catholic Bishops and designates "those who, because of a mission conferred specifically by the bishop, collaborate in the exercise of the pastoral charge through tasks involving leadership, animation or coordination" (Assembly of Quebec Catholic Bishops, The Ministry of Lay Pastoral Associate, September 2017 translated from Le ministère d'agente et d'agent de pastorale laïque). In our Diocese, the term is reserved for lay people, who have completed 45 university credits in Pastoral and Theological Formation. These people are remunerated and subject to the Regulation respecting the Employment Conditions of Mandated Lay Personnel Working in Parishes (Episcopal Regulation No. 7, Document 41.200 of the Handbook for the Administration of Fabriques.)

<sup>&</sup>lt;sup>3</sup> In our Diocese, the term collaborator designates the mandated pastoral personnel working to complete a minimum of 45 university credits in Pastoral and Theological Formation. These people are remunerated and subject to the Regulation respecting the Employment Conditions of Mandated Lay Personnel Working in Parishes (Episcopal Regulation No. 7.)

In our Diocese, the term mandated volunteer designates a lay person, to whom, at the request of the priest in charge and the coordinator, the Bishop entrusts a specific responsibility within the community. These people are not remunerated and the terms and conditions of their participation in the team are the responsibility of the parish priest and the coordinator.

#### **1.1.1** Mandated Individuals on a Team

The pastoral team itself is not mandated but rather each of its members personally. A pastoral mandate is granted to a natural person and not to a legal or juridical person. However, when people are mandated, they are called to work as a pastoral team.

#### **1.2 The Pastoral Team Members**

#### **1.2.1** The Parish Priest's Duties

In line with his ordination to the priesthood and his nomination, the pastor presides over the parish community in Christ's name. Within the pastoral team and in the community, he is the sign of the apostolicity of the parish community. He is called to be the guarantor of the conformity of the teaching, the sacramental and liturgical truth and of the pastoral orientation of the community with the whole Church<sup>5</sup>. He bears witness, within the team and for the parish community, to God's initiative: the Church, the Word and the sacraments are gifts of God that we receive. Within the parish community, the ministry of the pastor signifies, in addition to the Church's origin, communion with the Diocesan Church and with the Universal Church.

Within the pastoral team, the pastor is not to be likened to the chaplain of an association that has its own consistency without him. Within the pastoral team and for the parish, he presides over the application of the three functions essential to the vitality of the Church in a parish: the celebration of the sacraments, the proclamation of the Good News and the practice of charity.

# 1.2.2 The Coordinator of Pastoral Activities

The duties of the coordinator of parish activities are closely associated with those of the pastor of the community (cf. *Can. 517 § 2*). Within the team, the coordinator ensures the continual refreshing and application of the missionary project as well as the pastoral animation of the community. The coordinator therefore plays a leading role in distributing responsibilities within the pastoral team and articulating harmoniously with all those involved in the proper functioning of a parish or cluster of parishes.

In addition to management responsibility, the role of the coordinator is to provide support to each person on the team and assurance that all the dimensions of communion and mission are considered.

<sup>&</sup>lt;sup>5</sup> Cf. Code of Canon Law, Can. 519: "The pastor (parochus) is the proper pastor (pastor) of the parish entrusted to him, exercising the pastoral care of the community committed to him under the authority of the diocesan bishop in whose ministry of Christ he has been called to share, so that for that same community he carries out the functions of teaching, sanctifying, and governing, also with the cooperation of other presbyters or deacons and with the assistance of lay members of the Christian faithful, according to the norm of law."

## **1.2.3** Other Pastoral Team Members<sup>6</sup>

Pastoral agents, collaborators and mandated volunteers have a primary responsibility in working for evangelization, developing sacramental life and in supporting the commitment of Christians in the heart of the world.

Their ministry is essential to children, youth and families as well as adults. Far from replacing volunteers, they should call for and guide their participation in the common work.

Perhaps, a parish may not be able to afford the pastoral personnel required for the mission. In such cases, two or more parishes would have to share the pastoral personnel needed to carry out their responsibilities. When the presbyteral service can hardly be borne by a single priest, one or several priest collaborators are called in.

# 2. THE DUTIES OF ITS MEMBERS

# 2.1 The Parish Priest

**2.1.1** *Mandate* The parish priest, administrator or priest moderator has the mandate to guide the pastoral care of one or more parishes, generally with the collaboration of a person coordinating parish activities, both working towards the fulfilment of the mission.

He undertakes his mandate in communion with the Bishop and in connection with the Diocesan Officers. He encourages consultation and the assumption of responsibilities with those involved in the parish. He gives special support to the coordinator of parish activities, whose mandate he recognizes as important and to whom he accords constant collaboration in the exercise of his responsibilities.

Called to exercise this office with the collaboration of other persons mandated by the Bishop, this priest, by virtue of his priestly ordination, has responsibilities which fall to him in a particular way (*cf. Can. 530*), namely, to preside over the Ministry of the Word, the celebration of the sacraments, communion and over the mission of the community.

<sup>&</sup>lt;sup>6</sup> Cf. Vatican II, <u>Apostolicam Actuositatem n° 2</u>.

This implies:

- a) Signifying and recognizing as ecclesial the life and practice of the community:
  - Proclaiming and keeping the relevance of the Word,
  - Building and maintaining fraternal communion,
  - Promoting the mutual service of community members and commitment to the heart of the world,
  - Celebrating the mysteries of faith and the work of the Spirit.
- b) Signifying communion with the Bishop, between the community and other communities, and with the Diocese.

The term of a pastor's mandate is six years and is renewable, and the term of the parish administrator's mandate is three years and is also renewable, according to the norms established by the policy concerning nominations.

The pastor or parish administrator or priest moderator is accountable to the Bishop or his representative.

**2.1.2** *Duties* By virtue of his mandate, the pastor or administrator performs a certain number of duties, particularly the following:

#### a) In Connection with the Christian community

- Preside. at the celebration of the sacraments; delegates someone with the required capacity if he cannot himself be present as presider.
- Participates as much as possible as a resource in the preparation of the sacraments.
- Presides over the Ministry of the Word and ensures the quality of preaching.
- Ensures that the community has a missionary project.
- Ensures that the priorities and options of the community are aligned with this project and with the orientations and policies of the Diocesan Church.
- Makes the Christian community aware of the ecclesial and pastoral dimension of the financial administration of a parish, including mutual aid and sharing.
- Participates in meetings of advisory bodies within the community (referred to as P.O.C., PPC or other).
- Participates as much as possible in important activities and events in the community.

## b) In Connection with the Pastoral Team

- Ensures that the work of the pastoral team fosters the community's development in all its dimensions and promotes the co-responsibility of all the baptized regarding the mission.
- Ensures that all team members jointly shoulder the community's pastoral care and are open to all the needs for evangelization.
- Ensures all team members acquire or receive formation and renewal in conjunction with their commitment.
- Performs some pastoral duties with other team members.

#### c) In Connection with the Fabrique<sup>7</sup>

- As a Fabrique member, collaborates closely with the person assuming the post of Chairperson of the Fabrique Meeting.
- Strives to ensure that either he or someone delegated by him provides a pastoral presence at Fabrique meetings.
- Supports Fabrique efforts and initiatives in fulfilling its duties, in connection with the mission being pursued.
- Encourages the possibilities for Fabrique collaboration and dialoguing with other bodies.
- Keeps the Fabrique informed of the Diocesan Church's principal orientations and priorities; reminds the meeting of Diocesan legislation and ethics rules.

# d) In Connection with Other Bodies

- Develops and maintains relationships with other parishes for dialoguing and communion.
- Encourages the community's representation at local events and activities as well as at regional and Diocesan events.
- Ensures connections with the Diocesan Offices; turns to them as needed.
- Cooperates with the Diocesan Officers regarding various requests and situations calling for concerted effort and expertise.

<sup>&</sup>lt;sup>7</sup> If the parish priest, moderator or administrator has to collaborate with more than one Fabrique having a lay person as Chairperson of the Fabrique Meeting, it may happen that he or another person would have to bring these chairs together.

- The elements specific to ordination to the presbyteral ministry,
- The meaning of the Church and her mission,
- A recognized and appropriate initial and continuous formation,
- An experience of service and commitment to pastoral care,
- A witnessing to life and committed faith,
- A willingness to work in co-responsibility and care in dividing up duties,
- A range of abilities and skills relating to management and pastoral animation in the parish,
- Creativity, inventiveness and an ease of adaptability,
- The ability to encourage and recognize the work of his team members.

# 2.2 The Coordinator of Parish Activities

**2.2.1** *Mandate* The coordinator's mandate is to ensure the harmonious functioning of the activities of the parish or parishes under his/her responsibility, as well as the animation of the community's missionary project in communion with the parish priest, priest moderator or parish administrator.

The performance of this mandate calls for, *inter alia*:

- Teamwork,
- A distribution of duties according to the charismas and the ministries of the personnel in place,
- The recognition of the mandate granted to the parish priest and his/her support of that person,
- A choice of priorities and an action plan structured around the missionary project.

The coordinator's mandate is renewable according to the norms established by the policy concerning nominations.

The person exercising this ministry is accountable to the Bishop through his/her mandate or to someone designated by the Bishop.

## a) In Connection with the Christian Community

- Plans and coordinates parish activities.
- Fosters dialogue among the various groups working within the community.
- Develops bonds of collaboration and communion with everyone.
- Participates in meetings of consultative bodies within the community (designated by terms such as P.O.C., PPC or other).
- Ensures the application and the refreshing of the missionary project in collaboration with the P.O.C.
- Ensures the renewal, formation and recognition of those collaborating as volunteers.
- Ensures the dissemination and circulation of information.
- Ensures routine matters are responded to.

#### b) In Connection with the Pastoral Team

- Ensures the team works well together by taking care, *inter alia*, of preparing and facilitating meetings.
- Ensures follow ups of meeting action items,
- Ensures yearly priorities are set and responsibilities are divided up among the team members.
- Supervises and assesses the team members with the cooperation of the priest moderator regarding the fulfilment of each member's mandate.
- Performs certain pastoral duties with other team members.

# c) In Connection with one or more Fabriques

- Fosters with the collaboration of the parish priest, priest moderator or parish administrator bonds of understanding, collaboration and fraternity among Fabrique members and Pastoral Team members and the pastoral council.
- Ensures through dialoguing with the parish priest, priest moderator or parish administrator a pastoral presence at Fabrique meetings<sup>8</sup>.
- Consults with the Chairperson of the Fabrique Meeting on support staff management.
- Consults with the Chairperson of the Fabrique Meeting on support staff job descriptions.

<sup>&</sup>lt;sup>8</sup> This presence at Fabrique Meetings does not grant any right to vote.

## d) In Connection with Other Bodies

- Develops and maintains bonds of dialogue and communion with other parishes.
- Fosters parish or parish cluster representation at local events and activities as well as at regional and Diocesan events.
- Ensures connections with the Diocesan Offices, turn to them as needed.
- Cooperates with the Diocesan Officers regarding various requests and situations calling for concerted effort and expertise.
- **2.2.3** *Criteria* To fulfil this ministry, it is relevant to consider a certain number of criteria, in particular:
  - Has received the sacraments of Christian initiation.
  - The meaning of the Church and her mission,
  - A recognized and appropriate initial and continuous formation,
  - An experience of service and commitment to pastoral care,
  - A witnessing to life and committed faith,
  - A willingness to work in co-responsibility and care in dividing up responsibilities,
  - An ability to encourage and recognize the work of his/her team members,
  - A range of abilities and skills relating to management and pastoral animation in the parish,
  - An ability to listen,
  - Creativity, inventiveness and an ease of adaptability,
  - Availability to work evenings and weekends.

**DOCUMENT 37.200 CONSULTATION OF PARISH REGISTERS** Diocese of Saint-Jean-Longueuil

**For further information, contact:** The Chancellery: <u>*chancellerie@dsjl.org*</u>

# **CONSULTATION OF PARISH REGISTERS**

#### 1. The Nature of Religious Parish Registers

Parish registers are documents that record a part of the sacramental journey of members of the Christian community in a given territory (i.e., baptism, confirmation, marriage or ordination) and that specify, on the death of one of these members, whether a funeral was celebrated in the parish church and, if so, the date as well as the place of burial of the mortal remains or ashes of the deceased. These are therefore documents specific to the Church and are not public, even though the acts of worship usually take place in full view and knowledge of the public.

Religious registers sometimes contain marginal notes of a religious nature (e.g., declaration of an annulment of marriage, abjuration) or of a civic nature (e.g., adoption judgement, change of name), which are in fact personal information about people's private lives. This information entails an obligation of confidentiality.

#### 2. Legal Protection of Personal Information

The Act respecting the protection of personal information in the private sector ( $\underline{LRQ}$ <u>Chapter P-39.1</u>)<sup>1</sup> and the Civil Code of Quebec (HAF <u>Document 26.100</u>, Sections 35-41) require organizations holding personal information to restrict access to their documents solely to the persons concerned. The responsibility of persons (natural or legal), who establish a file on someone, is clearly stated:

**Sect. 37 of the Civil Code of Quebec.** Every person who establishes a file on another person shall have a serious and legitimate reason for doing so. He may gather only information which is relevant to the stated objective of the file, and may not, without the consent of the person concerned or authorization by law, communicate such information to third persons or use it for purposes that are inconsistent with the purposes for which the file was established. In addition, he may not, when establishing or using the file, otherwise invade the privacy or injure the reputation of the person concerned.

The information contained in the parish registers, intended for strictly religious purposes, can hardly be compatible with the purposes of researchers, historians or genealogists. Moreover, certain details added in the margins could possibly damage the reputation of individuals deemed irreproachable.

<sup>&</sup>lt;sup>1</sup> Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on both tabs.

## 3. Limited and Controlled Access to Registers

Thus, only the custodians of the registers may access and search them; these are generally the moderators or parish priests and persons specially mandated for this purpose by a written attestation from the Chancellery. In practice, it is not permitted to transmit information by telephone about the content of a registered document unless permission has been obtained from the Chancellery or the person concerned. Furthermore, it is strictly forbidden to make photocopies of registers in whole or in part, unless the request comes from the Registry of Civil Status [*Direction de l'état civil*] or the Chancellery of the Diocese. In short, only the person concerned by a particular act can consult that act; this consultation is normally done by issuing a certificate or extract of a particular act.

#### 4. Personal Information Protection Regime

An Act respecting the protection of personal information in the private sector has provided a mechanism to allow holders of registers to give third parties access to personal information.

Sect. 12 Act respecting the protection of personal information in the private sector: Once the object of a file has been achieved, no information contained in it may be used otherwise than with the consent of the person concerned, subject to the time limit prescribed by law or by a retention schedule established by government regulation.

Despite the foregoing, it is possible to divulge information contained in an act to a third party on condition that express written authorization, coming from the person concerned, would be delivered to the custodian. However, here again, caution must be exercised, as fraudulent manoeuvres may be widely used!

Section 12 provides for a time limit on the non-disclosure of personal information contained in files until such time as it can be made public. In the absence of a statutory limitation period, established by legislation, the Diocese needs to define its own retention schedule.

The Diocese of Saint-Jean-Longueuil, following the example of other dioceses of Quebec, has set the period of protection applicable to religious registers at 100 years, taking into consideration the warning of the *Barreau du Québec* and the *Chambre des notaires* against a proscriptive period that is too short and that does not protect the family of a given individual. (See Attachment.)

On the one hand, this period allows for the protection of private information during a person's lifetime; on the other, it avoids unduly harming the family members and descendants of the person concerned.



Decree of Most Reverend Jacques Berthelet, C.S.V. Bishop of Saint-Jean-Longueuil for the confidentiality and protection of parish registers

WHEREAS, the parish registers containing the Acts that certify Baptisms, Marriages, Funerals and Burials held in the parishes, are religious documents of a confidential nature;

WHEREAS, these registers are the sole property of each parish Fabrique, and their management is subject to both Canonical and Civil Laws;

WHEREAS, the Fabrique is a corporation bound by Articles 35 to 40 of the Quebec Civil Code and by the *Loi sur la protection des renseignements personnels dans le secteur privé* (L.R.Q., chapitre P-39.1) and any breach of these laws could result in civil proceedings;

WHEREAS, Fabriques are not exempt from the application of Article 1 of this Law, since Fabriques are not corporations that aim to "collect, hold, use or communicate journalistic, historical or genealogical material for the purpose of official public information";

WHEREAS, the parish registers contain personal information that must be protected and cannot be divulged to any third part without the prior consent of those concerned or the authorization of the Law and can only be used for the purpose for which they were meant (Quebec Civil Code, Articles 35 and 37; *Loi sur la protection des renseignements personnels dans le secteur privé*, Articles 10 to 13 and Code of Canon Law, Canon 220);

WHEREAS, Article 18.2 of the *Loi sur la protection des renseignements personnels dans le secteur privé*, authorizes disclosure of personal information only "if this information is part of a historical hundred-year document or if more than 30 years have elapsed since the decease of the person concerned". This law does however, allow the Fabrique to give access to this information.

WHEREAS, beyond the obligation to protect the confidentiality of the registers, we also have the canonical responsibility to establish rules for their preservation, especially older registers which have a priceless historical value for our Church and which constitute a rich heritage that has history (Code of Canon Law, Canon 535);

Therefore, we, Bishop of Saint-Jean-Longueuil, hereby decree the following:

In addition to the parish priests, only the following persons are to have access to the parish registers, and only in order to fulfill their tasks or functions;

- Persons holding a pastoral mandate in the parish;
- Persons holding a mandate from the Chancellery Office for the signature of Acts and Certificates;
- Persons working in the parish Secretary's Office.

Under no circumstances, can access to the parish registers be given to any other person without prior authorization.

No direct consultation of the registers is authorized, whether for historical, genealogical or any other research.

Acts and Certificates of registers are solely given to the persons affected by these documents.

No information on the contents of the registers can be given by telephone or by any other similar means, without previous authorization from the Chancellery Office.

No photocopy, photograph or reproduction of the registers, by any method whatever, can be made. Solely the Officials of the Central Registry Office can obtain a photocopy of an Act requested in writing.

The enforcement of this Decree is the responsibility of the parish priest, thus providing a safe place for the parish registers, and for controlling access to parish registers by authorized individuals only.

These conditions become effective on this day.

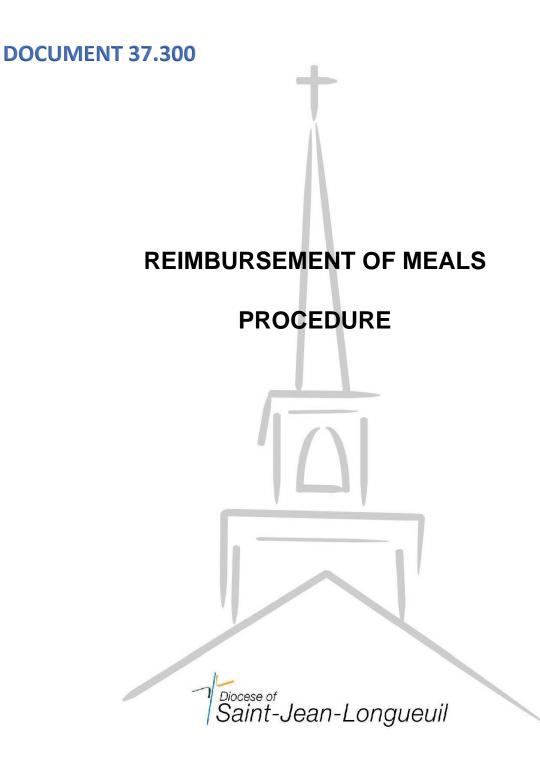
Given in Longueuil, this 5<sup>th</sup> day of January two thousand and four, at the See of the diocese of Saint-Jean-Longueuil.

eques Sertheat co.

† Jacques Berthelet, C.S.V. Bishop of Saint-Jean-Longueuil

Jean Vierre Camalain fra

Jean-Pierre Camerlain, Priest Chancellor



#### For further information, contact:

The Diocesan Treasurer's Office – Accounting: <u>comptabilite@dsj.org</u> The Diocesan Treasurer's Office – Aide aux fabriques: <u>fabriques@dsjl.org</u>

# PROCEDURE FOR THE REIMBURSEMENT OF MEALS

#### Introduction

Generally, the procedure for reimbursing meals is a delicate matter. While the goal is to control the expense item, Fabrique staff must also be protected from an audit by government tax authorities. Such an audit could result in penalty costs to the staff and the Fabrique.

This is not to question the goodwill or competence of parish administrators, but rather to provide them with a tool to avoid tax problems.

#### 1. Objective of the Procedure

The purpose of this procedure is to define the circumstances in which meals taken away from the place of business would be reimbursable under the <u>Act respecting</u> <u>fabriques</u> (Sect. 19) and the applicable tax laws. This procedure is necessary in order to avoid the imposition of repayments by the tax authorities and the resulting penalties; all tax rules will be adhered to and, in the event of conflict with the <u>Act</u> *respecting fabriques*, the tax law will prevail.

#### 2. Application of the Procedure

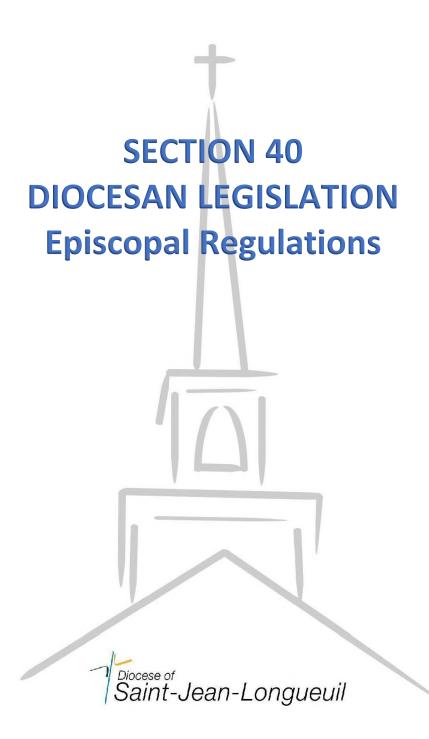
This procedure applies to all Fabrique staff and volunteers. For simplicity, we will use the term "employee" to refer to those who are subject to the procedure.

#### 3. The Procedure

Meals taken for a business purpose may be reimbursed if:

- 3.1 As part of the employment contract, the employee is obliged to pay for his/her own meal expenses associated with the performance of the duties of his or her office or employment.
- 3.2 The employee does not receive a meal allowance that is excluded from income.
- 3.3 The employee indicates on the Fabrique-approved reimbursement form the justification and the number of individuals taking part in the meals.
- 3.4 The employee submits a receipt and/or the original bill for the expenses claimed.
- 3.5 The amount claimed is reasonable.
- 3.6 The claim is made within a reasonable time after the month of the event.
- 3.7 The expense is approved by the employee's manager or the Fabrique.

**Note:** No one may approve his/her own expenses.



Section 40

**DOCUMENT 41.100 REMUNERATION OF PRIESTS AND RELIGIOUS EPISCOPAL REGULATION NO. 5** Diocese of Saint-Jean-Longueuil

#### For further information, contact:

The Human Resources Office: <u>ressources.humaines@dsjl.org</u> The Diocesan Treasurer's Office - Aide aux fabriques: <u>fabriques@dsjl.org</u>



Longueuil, June 1st 2025

To All Pastoral Staff To Fabrique Members

Greetings,

Each year, the Diocesan Human Resources and Diocesan Treasurer Offices analyse the economic situation and propose benchmarks to the Diocesan Leadership Team for determining the salaries of Pastoral and Administrative Staff. Usually, this information is based mainly on the increase in the Consumer Price Index and on the average adjustment offered by most Quebec employers to counter the rise in the cost of living.

In light of these figures, and in the interests of fairness and respect for the financial capacities of the Diocese, the Leadership Team has decided to make two adjustments: indexation of salaries and an increase in the responsibility bonus for coordinators.

Accordingly, the REGULATION RESPECTING THE REMUNERATION OF PRIESTS AND RELIGIOUS FOR THE DIOCESE OF SAINT-JEAN-LONGUEUIL (*Episcopal Regulation No. 5*, Document 41.100 of the Handbook for the Administration of Fabriques and the 'Salary Table' in the REGULATION RESPECTING THE WORKING CONDITIONS OF MANDATED PARISH LAY PERSONNEL FOR THE DIOCESE OF SAINT-JEAN-LONGUEUIL (*Episcopal Regulation No. 7*, Document 41.200 of the HAF) will be adjusted as follows:

- Cost of living indexation of salaries, set at 3% for 2025-2026;
- For the 3rd and final year, a \$500 increase in the responsibility bonus for coordinators, up from \$4,500 to \$5,000 for 2025-2026.

•

You will find below an update of these REGULATIONS. For further information on this update or any other content, please contact the Diocesan Human Resources Office.

#### **EFFECTIVE DATE**

This document comes into effect on August 1, 2025 and abrogates all previous documents on this subject.

Claude Handin

<sup>+</sup> Claude Hamelin Bishop of Saint-Jean–Longueuil

Jeansierre Camerlein V. É.

Jean-Pierre Camerlain, priest Vicar episcopal to Chancery

# Episcopal Regulation No. 5

# REMUNERATION OF PRIESTS AND RELIGIOUS

# SUBJECT

The purpose of this Regulation is to set the remuneration of priests and the religious. The effective date of the Regulation has been harmonized for all priests and religious whether they work in a parish or at the Diocesan Centre.

# Article 1 ANNUAL REMUNERATION

- 1.01 The remuneration of a priest or of a religious has three components: salary, room and board.
- 1.02 <u>Effective August 1<sup>st</sup>, 2025</u>: for all priests and religious working in parishes and/or at the Diocesan Centre:

#### The total annual remuneration is:

- \$43,139 for a secular or religious<sup>1</sup> priest, assuming the task of pastor, moderator, pastoral administrator or assistant or for a Sister or Friar,
- \$43,979 for a <u>secular</u> priest <u>65 years</u> of age or older<sup>2</sup>.
- 1.03 The total annual remuneration is apportioned as follows:
  - a) the annual salary is:
    - \$27,779 for a secular or religious<sup>1</sup> priest, assuming the task of pastor, moderator, pastoral administrator or assistant or for a Sister or Friar,
    - \$28,619 for a <u>secular</u> priest 65 years of age or older<sup>2</sup>.

<sup>&</sup>lt;sup>1</sup> A religious priest, unlike a secular priest, is a member of a religious community (for example, the Clerics of St. Viator or the Norbertine Fathers). It should be noted that the religious receive a compensatory amount of \$1,680 in addition to their remuneration since they are not eligible for the Priests' Pension Plan; see Article 2.01.

<sup>&</sup>lt;sup>2</sup> The difference between this remuneration and the one above is explained by the fact that the salary of a person under 65 years of age has been reduced by \$840, in order to allow the employer to pay the full premium of the Régime complémentaire de retraite des prêtres [Supplementary Pension Plan for Priests] (formerly the employer and employee shares). The remuneration of the secular priest is therefore readjusted accordingly.

- b) the amount for **room** is:
  - \$7,608 (\$634 per month) regardless of the type of accommodation,
  - A "room in a presbytery" includes all related costs (electricity, heating, insurance, hygiene products, housekeeping and laundry),
  - In all other cases, an agreement must be reached between the parties concerned as to the place of residence and the amount of the allowance, in consultation with the official in charge of the *Comité pour le ministère de la vie des prêtres et des diacres*.
- c) the amount for **board** is:
  - \$7,752 (\$646 per month) including all meals.
- 1.04 A Remuneration Chart specifying the salary norms according to the laws in force has been prepared by the Diocesan Treasurer's Office in conjunction with the official in charge of the *Comité pour le ministère de la vie des prêtres et des diacres*.

# Article 2 EMPLOYMENT BENEFITS

- 2.01 Priests and the religious are entitled to employment benefits where the amounts are set annually<sup>3</sup>, namely:
  - The Group Insurance Plan or a compensatory cash amount for the religious (see the *Handbook for the Administration of Fabriques*, <u>Document 41.500</u> Episcopal Regulation No. 9),
  - The Régime complémentaire de retraite des prêtres [Supplementary Pension Plan for Priests] or a compensatory cash amount for the religious (see the Handbook for the Administration of Fabriques, <u>Document 41.400</u> - Episcopal Regulation No. 8),
  - A retreat, a renewal and development session or a day of spiritual reflection, as the case may be, authorized by the Diocese.

# Article 3 ANNUAL VACATION

- 3.01 **Annual vacations** must be taken within the pastoral year, i.e., between August 1<sup>st</sup> and July 31<sup>st</sup> of the following year. The vacation time for priests and religious, according to the Code of Canon Law, is for a **duration of one month**.
- 3.02 If, as an exception, **additional vacation time** is requested, even if unpaid, an agreement with the Diocesan Human Resources Office must be reached beforehand.

<sup>&</sup>lt;sup>3</sup> It is customary that, following a nomination, the Fabrique or institution receiving a new priest will take care of, and facilitate, his relocation, if necessary.

- 3.03 To facilitate taking vacation in their home country, priests on mission in the Diocese may carry over from their initial month a maximum of two weeks' vacation to the subsequent year, allowing them to take six weeks' vacation every two years.
- 3.04 When a priest has to be absent **for more than four consecutive weekends**, he must have planned his absence in advance in collaboration with the parish officials and the Diocesan Human Resources Office.
- 3.05 In the event of a new assignment, the vacation must be completed **before the change in location** (as of August 1<sup>st</sup>), unless a special agreement has been reached with the Diocesan Human Resources Office.
- 3.06 **Days off** may not be accumulated to extend vacation time. Missed weekly days off must be used as soon as possible; they are non-redeemable.
- 3.07 The reference year for calculating vacation time starts on August 1<sup>st</sup>.

# Article 4 ABSENCE DUE TO ILLNESS OR ACCIDENT

- 4.01 For **any absence due to illness or accident**, other than work-related accidents, priests and the religious are entitled annually, without loss of pay, to six non-redeemable working days of sick leave. These may be accumulated up to a maximum of twelve days over a period of two years.
- 4.02 In the event of a new assignment, unused days will be transferred. For part-time employees, benefits are prorated based on the number of hours worked per week.
- 4.03 Extended absences beyond three days due to sickness or accident must be justified by a medical certificate if required by those in charge.
- 4.04 Absences due to illness or accident are treated according to the Act respecting labour standards or the CNEEST (Commission des normes, de l'équité, de la santé et de la sécurité au travail.)

# Article 5 CAR TRAVEL EXPENSES

# **Related to Pastoral Ministry:**

- 5.01 An amount will be reimbursed for any kilometres driven in the performance of pastoral duties. For this purpose, a monthly statement of kilometres driven must be submitted to the employer for reimbursement. The employer will retain these statements for audit purposes.
  - \$0.50 Rate per kilometre for reimbursement of car travel
- 5.02 For trips exceeding 150 kilometres in one direction, expenses will be reimbursed at the equivalent public transportation fare (for bus or train). If applicable, the cost of a taxi ride will be added, unless carpooling is involved.

## Related to the place of residence:

- 5.03 When a priest or religious resides **more than 10 kilometres** (there and back) from his or her place of work, a reimbursement, according to the Diocesan rate in effect, may be claimed for commuting expenses by car **in excess of** those 10 kilometres.
- 5.04 In certain specific situations, the official in charge of the *Comité pour la vie des prêtres et des diacres* may agree to come to a different arrangement covering the kilometres driven.

# Article 6 LUNCH AND/OR DINNER OFF-SITE

- 6.01 A resident in a presbytery usually pays to the Fabrique (or this amount is deducted from his or her remuneration) the following monthly amount in which the amounts for board and lodging are included.
  - \$1,280 Monthly amount payable to the Fabrique for room and board
- 6.02 However, a maximum amount per month out of the boarding allowance may be deducted from the amount payable to the Fabrique, in the case of individuals who regularly and consistently consume a midday or evening meal outside the presbytery. In the case of both meals being consumed off-site, the amount deducted will be doubled:
  - \$233 Maximum monthly amount deductible from the board to be paid to the Fabrique for a meal consumed off-site
  - \$466 Maximum monthly amount deductible from the board to be paid to the Fabrique for the two meals consumed off-site
- 6.03 Therefore, a priest or a religious residing in a presbytery or other ecclesiastical institution pays the following minimum amount per month for all breakfasts and weekend meals.
  - \$180 Minimum monthly amount of board to be paid to the Fabrique for breakfasts and weekend meals.

# Article 7 REFUND OF BOARD DURING A VACATION

- 7.01 During his or her authorized vacation time, any resident of a presbytery may obtain a refund of the board that he or she has paid to the Fabrique, providing all meals are being consumed off-site. This refund may reach a maximum corresponding to the month of vacation offered to each resident.
  - \$162 Refund of board per week of vacation
  - \$646 Maximum refund of board for the entire month of vacation
- 7.02 During this vacation time, however, the resident will continue to pay to the Fabrique the amount for his or her room (see Article 1b).

# Article 8 WEEKLY REST PERIOD

8.01 Each week, a priest's weekly rest period is **36 consecutive hours**. If several priests are members of the same pastoral team, it is important to take into account the needs of the ministry before setting the weekly time off for each of them.

# EFFECTIVE DATE

This Regulation shall take effect on August 1<sup>st</sup>, 2025 and repeals any previous regulations relating to this matter. It shall be brought up to date annually.

Given at Longueuil, June 1<sup>st</sup>, 2025.

+ Claude Handin

† Claude Hamelin Bishop of Saint-Jean-Longueuil

Jean Sierre Camerlain V. É.

Jean-Pierre Camerlain, priest Chancellor

Section 40

**DOCUMENT 41.200** 

# **EMPLOYMENT CONDITIONS FOR**

# MANDATED LAY PERSONNEL

# **WORKING IN PARISHES**

# **EPISCOPAL REGULATION NO. 7**



For further information, contact: Human Resources Office: <u>ressources.humaines@dsjl.org</u>



Longueuil, 1st June 2025

To All Pastoral Staff To Fabrique Members

#### Greetings,

Each year, the Diocesan Human Resources and Diocesan Treasurer Offices analyse the economic situation and propose benchmarks to the Diocesan Leadership Team for determining the salaries of Pastoral and Administrative Staff. Usually, this information is based mainly on the increase in the Consumer Price Index and on the average adjustment offered by most Quebec employers to counter the rise in the cost of living.

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Jeansierre Camellin V. É.

Jean-Pierre Camerlain, priest Vicar episcopal to Chancery

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# **Episcopal Regulation No. 7**

# EMPLOYMENT CONDITIONS FOR MANDATED LAY PERSONNEL WORKING IN PARISHES

#### A - INTERESTED PARTIES

#### Article 1 - PASTORAL AGENT

- 1.00 The term **pastoral agent** (officially in English: *lay pastoral associate*) refers to any lay person, man or woman, mandated by the Bishop to work in the Church of Saint-Jean-Longueuil and who, having completed his or her initial formation is called upon to collaborate in the exercise of the pastoral charge by management, animation or coordination<sup>1</sup> duties within a pastoral team in the parish or as part of the Diocesan team, in return for a salary.
- 1.01 A **full-time pastoral agent** is someone who works a full week, usually consisting of 5 days, with a duration of about 35 hours. All salary calculations are performed on this basis.
- 1.02 A **part-time pastoral agent** is someone who works part of the week; for administrative purposes, the part of the week is expressed **in fifths**. The salary is therefore calculated in proportion to the number of days worked (for leave and other benefits, see Article 11.)
- 1.03 A **pastoral agent on probation** is someone who, at the beginning of his/her mandate, is in a probationary period. He/she must begin to acquire and demonstrate the knowledge, skills and abilities necessary to fulfill the requirements of his/her new position. He/she is monitored on a regular basis to measure and assess the integration of his/her competencies.
- 1.04 A **collaborator** refers to a lay person in the process of completing his/her initial formation and who receives a letter of nomination from the Bishop to work within a pastoral team in the Church of Saint-Jean-Longueuil, all in return for a salary.

#### Article 2 - THE BISHOP

2.00 The term **Bishop** refers to the Bishop of the Diocese of Saint-Jean-Longueuil who issues a pastoral mandate stipulating probation or not to the pastoral agent, and a letter of nomination to the collaborator.

#### Article 3 - THE FABRIQUE

3.00 The term **Fabrique** refers to the legal person constituted by the Bishop of the Diocese of Saint-Jean-Longueuil to administer the property of a parish. By virtue of its powers and duties, in consultation with the Diocesan Human Resources Office and the pastoral agent or collaborator, the Fabrique agrees to the terms and conditions of employment of this agent. It signs the employment contract with the person and sees to the application of the agreed-upon working conditions.

<sup>&</sup>lt;sup>1</sup> The Assembly of Quebec Catholic Bishops, The Ministry of Lay Pastoral Associate–Reference Document, September 2017 (English translation)

- 3.01 Each Fabrique specifically must nominate one of its members to work together with the immediate supervisor of the pastoral agent or collaborator before concluding an employment contract and to ensure the application of the employment conditions.
- 3.02 Employment conditions are set within the framework of policies adopted by the Diocesan authorities, in collaboration with the Diocesan Human Resources Office.

#### Article 4 - IMMEDIATE SUPERVISOR

- 4.00 The term **immediate supervisor** refers to the person who is called upon to supervise the work of the pastoral agent and the collaborator. This person may be the priest in charge of the parish or the coordinator of parish activities.
- 4.01 The immediate supervisor, in collaboration with Diocesan Human Resources Officer:
  - Participates in the selection of candidates.
  - Coaches the pastoral agent and the collaborator in the exercise of his/her mandate and the performance of his/her duties.
  - Ensures the assessment of the pastoral agent and the collaborator who are under his/her responsibility.
  - Collaborates with others, as appropriate, in the definition or revision of job responsibilities.

#### Article 5 - THE DIOCESAN HUMAN RESOURCES OFFICER

- 5.00 The general mandate of this position is to ensure the efficient and equitable management of human resources in the Church of Saint-Jean-Longueuil as well as in other institutions located on the territory of the diocese. He is accountable to the Bishop for his/her mandate.
- 5.01 The Officer is a member of the Leadership Team and, in collaboration with other bodies, has the following responsibilities:
  - Reviews and compiles staffing requests and needs; undertakes the steps of the nomination process.
  - Fosters the personnel taking action for self-betterment and ensures their assessment, in conjunction with the immediate supervisor.
  - Ensure there are clearly defined and understood policies regarding the management, support and formation of personnel.
  - Keeps the legislation and regulations governing employment conditions up to date, sees to the application and revision of the *Regulations on the Employment Conditions for Mandated Lay Personnel Working in Parishes* (Regulation No. 7), in collaboration with the Leadership Team.
  - Presides over the meetings of the Comité du personnel laïque en paroisse.
  - Follows up on the reference framework to counter psychological harassment, violence and discrimination.
  - Organizes, with various bodies, information, consultation or resourcing meetings for the mandated personnel.
- 5.02 The Diocesan Human Resources Officer works closely with the support staff of his/her Office, who deal with the training and formation or provide secretarial support to coach the Chairperson of the Fabrique Meeting and the support staff of the Diocese.

#### Article 6 - THE COMITÉ DU PERSONNEL LAÏQUE EN PAROISSE

- 6.00 This committee consists of:
  - The Human Resources Officer and his/her deputy, as appropriate,
  - Three pastoral agents or collaborators designated by their peers,
  - A Chairperson of the Fabrique Meeting or a pastor.

With the exception of the Diocesan Human Resources Officer, the other members shall be chosen according to the process described in Articles 6.01 and 6.02 for a term of two (2) years, renewable once. The terms shall be on an alternate basis to allow for continuity. Terms of office shall commence on August 1<sup>st</sup>.

- 6.01 Each year, the pastoral agents and collaborators elect three representatives for the entire Diocese:
  - A representative with 1-10 years experience,
  - A representative with 10-20 years experience,
  - A representative with over 20 years experience.

Collaborators who have been in the service of the Diocese for under two years are entitled to vote but cannot be elected.

- 6.02 Each year, the Diocesan Leadership Team nominates either a Chairperson of the Fabrique Meeting or a pastor to sit on the Committee.
- 6.03 The mandate of this advisory committee is to ensure quality of life and of work performance as well as the participation of parish lay staff in the development and review of policies and employment conditions, all in line with the mission of the Church.
- 6.04 Under its mandate, the Committee has the following duties:
  - Ensure feedback from the communities.
  - Suggest any measure likely to improve the living and employment conditions of lay personnel in the parishes.
  - Work together with the Human Resources Officer to develop and update employment policies and conditions.
  - Contribute to maintaining and developing a spirit of service and mutual support among the lay personnel in the parishes.
  - Prepare the annual lay personnel day in the parishes.
  - Consider any matter brought to its attention and to report its findings to the appropriate authority.

#### B - POSITION AND JOB APPLICANT

#### Article 7 - THE POSITION

- 7.00 The definition of a position normally includes:
  - The position title,
  - Its working time in terms of hours per week specifying, if applicable, the time paid,
  - Its overall mandate,
  - The main tasks and responsibilities relating to the position or mandate,
  - The main criteria required for its incumbency.

#### Article 8 - APPLICANTS

8.00 Anyone interested in applying for a job as a mandated lay pastoral agent or parish collaborator should send a curriculum vitae (CV) to the Diocesan Human Resources Office, either directly or via the person responsible for the Christian community that he/she belongs to.

For the selection procedure, see Attachment A.

#### C - ENGAGEMENT

#### Article 9 - ENGAGEMENT, FORMATION AND MOBILITY

- 9.00 Engagement of a pastoral agent requires:
  - A pastoral mandate, whether probationary or not, signed by the Bishop and the Chancellor. The mandate addressed to the pastoral agent entrusts him/her with a responsibility or responsibilities while participating in the overall parish pastoral care (For an overview of the pastoral mandate, see *Attachment B*).
  - An initial formation in pastoral theology (For an overview of the orientations, refer to the document of the *Institut de formation théologique et pastorale* IFTP<sup>2</sup>),
  - An obligation to undertake continuous formation (For an overview of the orientations, refer to the IFTP<sup>2</sup> document).
- 9.01 Engagement of a collaborator requires:
  - A letter of nomination from the Bishop,
  - A commitment to start an initial formation in pastoral theology.
- 9.02 In order to respond to pastoral needs in parishes and pastoral units, the Bishop may call a pastoral agent or collaborator to a new assignment or to take on new challenges.
- 9.03 Subsequently, an employment contract is signed by the pastoral agent or collaborator and the Fabrique following a resolution to that effect being duly approved at one of its meetings.

<sup>&</sup>lt;sup>2</sup> IFTP: See the Diocesan website: : <u>https://www.dsjl.org/fr/institut-de-formation-theologique-et-pastorale</u>. Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on both tabs.

#### Article 10 - PROBATION PERIOD

- 10.00 Any new full-time or part-time pastoral agent or collaborator is subject to probation of one year or more according to the criteria related to the mandate or probationary nomination.
- 10.01 The meaning of a mandate or nomination with probation is to enter a period of learning. This probationary period allows for a more adequate assessment of the potential, performance and chances of success of the agent or collaborator, in relation to the requirements of the position and the needs of the community.
- 10.02 The appraisal of the pastoral agent or collaborator, during this period, is done via an assessment at various stages, carried out according to given instruments, under the responsibility of the Diocesan Human Resources Officer and the supervisor.
- 10.03 Depending on the results of the appraisal, the Bishop may, on the recommendation of the Diocesan Human Resources Office:
  - Terminate the original agreement.
  - Issue a pastoral mandate or nomination for more than one year.
  - Extend the probationary period via a learning agreement,
  - Or consider any other possibility.

#### Article 11 - CONTRACT

- 11.00 An **employment contract**, a model of which can be found in *Attachment D*, includes the following elements:
  - Date of the normal or probationary pastoral mandate or letter of nomination,
  - Reference to the Episcopal Regulation,
  - Term of the contract and the date of entry into force of the contract,
  - Probation period,
  - Status and duties of the pastoral agent or collaborator: a job description must be attached to the contract,
  - Protocol for the protection of confidential information,
  - Salary, benefits and the method of calculating the salary must be attached to the contract,
  - Number of working hours (mealtime is not included in the working time),
  - Reimbursement of certain incurred expenses,
  - Terms and conditions for termination of the contract,
  - Terms and conditions for contract renewal,
  - Signatures of the pastoral agent or collaborator, the immediate supervisor, the Chairperson of the Fabrique Meeting or a person nominated by the Fabrique and the approval of the contract by the Diocesan Human Resources Officer.

In the context of an employment contract or mandate, there is an obligation to obtain a commitment to confidentiality form completed by any person to whom information may be communicated<sup>3</sup>. You will find this form incorporated in the employment contract. When renewing a contract, the "Protection of Confidential Information in the Diocese and Parishes" sheet must be signed and attached: it can be found in *Attachment I.* 

<sup>&</sup>lt;sup>3</sup> Sect. 67.2 of the Act respecting Access to documents held by public bodies and the Protection of personal information

If the pastoral agent works in two or more parishes, a joint contract and financial agreement is required. Contact the Diocesan Human Resources Office.

After one year in the employment of the same Fabrique, the employment contract is renewed using the "Renewal of Employment Contract" model found in *Attachment D-1*.

In order to facilitate the maintenance of the payroll for vacation, overtime and sick days, a monthly summary sheet is offered in *Attachment D-2.* 

- 11.01 **Salary standards** are determined by the Bishop, in collaboration with the Leadership Team, the *Conseil diocésain des affaires économiques*, the Diocesan Human Resources Office, the *Comité du personnel laïque en paroisse* (see **Attachment C** for more details.)
- 11.02 **Overtime** is worked with the **authorization or at the request** of the immediate supervisor. These hours cannot be paid out but may be compensated by granting compensatory time off in lieu of paid overtime (see *Attachment C-1*.)
- 11.03 The **annual vacation** must be taken within the pastoral year, namely, between August 1<sup>st</sup> and the following July 31<sup>st</sup>. The summer period starts on June 24<sup>th</sup>, the National Holiday [*Fête nationale*] (St. John the Baptist) and ends on Labour Day. This period is considered to be the preferred time for vacation and for taking days off in lieu of overtime, after agreement with the immediate supervisor (see *Attachment C-2*.)

In the case of a new assignment, the vacation must be taken before the change in community on August 1<sup>st</sup>. The reference year for calculating vacation days starts on August 1<sup>st</sup> of each year.

11.04 The pastoral agent or collaborator is entitled to four (4) weeks of fully paid vacation per year, if he/she has been on the job for one year or more and the term of his/her contract is twelve (12) months (52 weeks.)

If employment has been for under one year, the pastoral agent or collaborator shall be entitled to four (4) weeks' paid vacation at the rate of 8% of the gross salary earned since the beginning of the contract.

A pastoral agent who has completed twenty (20) years of full-time or equivalent employment in the Diocese shall be entitled to a fifth week of vacation with pay per year.

- 11.05 The **paid holidays** (13 in all) to which the pastoral agent and collaborator are entitled annually are as follows:
  - Labour Day (the first Monday in September),
  - Thanksgiving (the second Monday of October),
  - Christmas (December 25th),
  - New Year's Day (January 1st),
  - Good Friday,
  - Easter Monday,
  - Victoria Day [National Patriots' Day] (the Monday near May 20th),
  - National Holiday [Fête nationale] (St. John the Baptist) (June 24th),
  - Canada Day (July 1st),
  - Four (4) working days taken between December 24th and January 7th or at another time by arrangement with the immediate supervisor.

Added to this list are two (2) **floating days off**<sup>4</sup> to be taken at any time during the year, in addition to annual vacation, days off and public holidays.

It may happen that the pastoral agent or collaborator must work on one of the abovementioned days; in this case, he/she must take this day off after agreement with the immediate supervisor within three (3) weeks before or after the original date of the day off.

If any of these holidays occur during a staff member's annual holiday, the staff member is entitled to an additional day off to be taken at a time agreed upon with the immediate supervisor. However, if the person is on maternity, paternity or parental leave, or on extended absence due to illness, he/she is not entitled to any compensatory days off or compensation for lost holidays.

For a holiday, the indemnity paid to the part-time pastoral agent or collaborator is equal to 1/20 of the salary earned during the four complete weeks of pay preceding the week of the holiday. The National Holiday (St. John the Baptist) is a holiday taken off with pay. For all other situations, it is appropriate to refer to the Diocesan Human Resources Office.

- 11.06 **Special leave and authorized absences** are mostly accepted and paid, unless otherwise provided or unless they coincide with any other leave (see *Attachment F*).
- 11.07 For **any absence due to illness or accident**, other than work-related accidents, the person is entitled annually without loss of pay to six (6) working days of non-redeemable sick leave which shall accumulate to a maximum of 84 hours or twelve days over 2 years. Unused days will be transferred to a new assignment in the Diocese. For part-time employees, benefits are prorated according to the number of hours worked per week.

The person in charge of pastoral personnel is asked to keep a record of sick days in conjunction with the person in charge of payroll.

Extended absences after 3 days due to illness or accident must be justified by a medical certificate, if required by parish officials. Because of the short-term salary insurance coverage, the secretariat of the Diocesan Human Resources Office must be informed as soon as the absence exceeds 3 days.

Note: Absences due to illness or accident are treated in accordance with the Act respecting labour standards and the guidelines of the CNESST (Commission des normes, de l'équité, de la santé et de la sécurité du travail).

#### 11.08 In the case of maternity, paternity or parental leave, see Attachment G.

#### 11.09 The Group Insurance Plan

The employer and the personnel contribute equally to this plan. The group insurance plan is a plan that a person working more than 17 hours per week must join after three months of continuous employment. It includes life insurance, accident insurance, long term disability insurance and health insurance, including drug and travel insurance. However, the employee can opt out of the health insurance portion if he/she is covered by his/her spouse's plan.

<sup>&</sup>lt;sup>4</sup> A floating day off differs from a day off for personal reasons in that no justification is needed for a floating day.

However, some coverage is modified when the participant reaches the age of 65:

- Life insurance is reduced to 1.0 times the salary.
- Accidental death and dismemberment insurance is reduced to 1.0 times the salary.
- Long-term salary insurance ceases,
- The drug plan is modified.

#### For further details, refer to the group insurance brochure.

#### 11.10 Supplementary Pension Plan

The Supplementary Pension Plan for Lay Personnel of the Secretariat of the Assembly of Québec Catholic Bishops and its affiliated organizations [Le régime complémentaire de retraite du personnel laïque du secrétariat de l'Assemblée des Évêques catholiques du Québec et de ses organismes affiliés] is a plan which lay personnel employed by a Fabrique **must** join. The terms of this plan are summarized in **Attachment J**. The premium is paid equally by the employer and the employee.

11.11 **Travel expenses** between the residence and the workplace are not paid by the Fabrique. As an example, the **place of work** is defined as the location of the office assigned to the pastoral agent.

The Fabrique will pay the travel expenses incurred by the pastoral agent or collaborator in the performance of his/her duties. The rate used is that determined in the Diocesan policy in this regard (see *Attachment C, No. 3.00*).

For all trips exceeding 150 kilometres one way, the public transportation rate (bus or train) will be reimbursed, with the addition of a taxi fare, if necessary, except in the case of carpooling.

For all justifiable travel undertaken, with the authorization of the immediate supervisor, for activities outside the exercise of his/her duties, the Fabrique and the pastoral agent or collaborator will agree on the terms, taking into account the distances to be covered and the frequency of such travel.

The mandated pastoral agent, called by the bishop to travel to outlying regions, will have hi/her travel expenses exceeding 40 kilometres there and back between his place of residence and work, paid by the employer at the rate of \$0.26 per kilometre, according to the agreement previously reached with the Diocesan Human Resources Office.

- 11.12 As for other **reasonable and justifiable expenses** incurred by the pastoral agent or collaborator in the performance of his/her duties (e.g., registration fees, meals, activities for self-betterment, etc.), the Fabrique, with the authorization of the immediate supervisor, shall reimburse them in accordance with the Diocesan policy in this regard and upon presentation of supporting documents. (See *Attachment C, no. 3.01*).
- 11.13 The costs inherent in the **annual renewal** of the pastoral agent or collaborator (spiritual retreat, resource or self-betterment session, or day of spiritual reflection, as the case may be, authorized by the Diocese) are paid by the Fabrique, regardless of the number of days per week worked by the pastoral agent or collaborator.
- 11.14 The pastoral agent has the right to request a **leave of absence without pay** for personal matters for a maximum period of twelve months. Upon return from leave, the Bishop reserves the right to nominate the person to serve in another location. If the pastoral agent does not notify the Diocesan Human Resources Office in writing of his/her return no later than sixty (60) days prior to the end of his/her contract, he/she shall be deemed to have resigned.

During a leave of absence without pay the pastoral agent:

- Does not accumulate seniority but retains what was already acquired,
- Does not accumulate holiday days off,
- May maintain his/her participation in the pension plan, subject to the payment of the contributions due (both his/her and the Employer's share),
- Is no longer entitled to the Employer's contribution for the group insurance plan except for the basic drug insurance plan which is mandatory. He may, however, maintain his participation subject to the payment of all the contributions and premiums necessary for this purpose (his/her share and the Employer's),
- The Employer shall remit to the pastoral agent the remuneration corresponding to the annual vacation days and other days off accumulated up to the date of his/her departure on the absence without pay.
- 11.15 In the event of difficulties relating to the employment contract, the Diocesan Human Resources Office will assist either party.

#### D – FORMATION, ASSESSMENT & SELF-BETTERMENT

#### Article 12 - FORMATION

- 12.00 The pastoral agent or collaborator is responsible for ensuring the vitality of his/her charisms and for adequately developing his/her theological, pastoral, human and spiritual skills.
- 12.02 During their initial formation, pastoral agents or collaborators may attend courses during their working hours, up to a maximum of six (6) credits per year, insofar as this formation is part of the university programs previously approved and required by the IFTP.
- 12.03 The pastoral agent or collaborator registered in a previously approved university program required by the IFTP is eligible for a scholarship covering only the tuition fees (credits). Offered by the *Fonds Gilles-Raymond* and the Diocesan Human Resources Office, the financial assistance is as follows:

	Fonds Gilles-Raymond	DHR
Collaborator (1st Year)	75%	0%
Collaborator (From the 2nd Year)	75%	25%
Mandated Agent	75%	25%

#### Article 13 - APPRAISAL

- 13.00 The main purpose of an appraisal of a pastoral agent and a collaborator is to encourage his/her self-betterment with a view to enabling a stronger commitment to the service of the Church and its mission.
- 13.01 The pastoral agent is subject to a functional appraisal that may pursue various objectives, depending on the given situation, such as:
  - Upon a change in community,
  - Upon a nomination as coordinator of parish activities, or other,
  - During the probation period.
- 13.02 The collaborator is subject to an annual appraisal. Its objective is to assess learning and skills.
- 13.03 It is the responsibility of the Diocesan Human Resources Officer, in collaboration with parish leaders, to ensure that the appraisal of the mandated personnel in a parish is undertaken.

#### Article 14 - SELF-BETTERMENT

- 14.01 By virtue of his/her nomination, everyone also has a duty to participate in the statutory activities offered by the *Institut de formation théologique et pastorale diocésain* (IFTP). These activities are an integral part of the mandate of Diocesan personnel. (See *Attachment B*.)
- 14.02 Taking into account the appraisals and responsibilities, time for formation, updating knowledge or developing skills may be offered to the pastoral agent, according to the standards and procedures contained in the *Regulations respecting the Continuous Formation of Mandated Pastoral Personnel* (Episcopal Regulation No. 10) found in the Handbook for the Administration of Fabriques (Document 41.600.)

#### E - TERMINATION OF CONTRACT

#### Article 15 - TERMINATION

- 15.00 A termination of contract occurs when the pastoral agent or collaborator:
  - Resigns from his/her job,
  - Is dismissed,
  - Does not have the contract renewed or the mandate or nomination is withdrawn.
- 15.01 The pastoral agent or collaborator who resigns must notify the Bishop, his/her immediate supervisor, the Fabrique and the Diocesan Human Resources Officer in writing, at least one (1) month in advance.
- 15.02 **Dismissal** is a decision of an administrative character that can be attributed to various causes, *inter alia*:
  - The closing of a position, in the absence of another one available to be offered,
  - The reorganization of a parish or pastoral unit,
  - The financial situation of the parish.

- 15.03 In the case of a dismissal, a pastoral agent or collaborator is entitled to a written **notice** according to the standards and procedures of the *Act respecting labour standards*. The Diocesan Human Resources Officer will then place his/her name on a priority list for any other job opening.
- 15.04 Failure to renew a mandate or withdrawal of a mandate or nomination (see *Attachment H*), is a decision of a disciplinary nature that may be attributable to various causes, *inter alia*:
  - A person's performance deemed unsatisfactory after an appraisal and warnings (Sect. 13.05),
  - Any other reason deemed to be major or serious (see *Attachment B* No.3.)
- 15.05 Apart from not renewing or withdrawing a mandate or nomination, other disciplinary measures relating to breaches of a regulation or obligation may be applied. Depending on the case, a disciplinary measure may consist of a verbal or written warning or a suspension, according to an *Act respecting Labour Standards*.
- 15.06 In cases of force majeure, after obtaining the agreement of the Diocesan Human Resources Officer, a person may be **temporarily laid off**. This temporary loss of employment is not a termination of contract. It does, however, require that the Fabrique complete an ROE (Record of Employment) indicating the dates of termination and of a return to work.

# **Episcopal Regulation No. 7-Attachment A**

### **SELECTION PROCEDURE**

(Ref. Article 8)

#### PROCEDURE

The normal selection procedure for an open position is as follows:

- 1. The applications received are first examined by the Diocesan Human Resources Officer.
- 2. If appropriate, successful candidates are submitted to the attention of the parish leaders or to a selection committee made up of the immediate supervisor, a representative of the work sector in which the candidate will work first, if applicable, and the Diocesan Human Resources Office.
- **3.** At the end of the selection process, the Diocesan Human Resources Officer submits the committee's recommendations to the Bishop, together with any comments he may have.

# Episcopal Regulation No. 7-Attachment B

#### **PASTORAL MANDATE**

(Ref. Article 9)

#### 1 - DEFINITION

1.00 The pastoral mandate is the act by which the Bishop, recognizing the spiritual qualities, competence and suitability of a lay person, chooses him/her "to collaborate in the exercise of the pastoral charge and sends him/her on mission" in a specific community<sup>5</sup>.

#### 2 - TERMS FOR AWARDING AND EXERCISING A MANDATE

#### 2.00 Award Criteria (Suitability)

To be given a pastoral mandate, a person must meet the following criteria:

- Be validly baptized and confirmed,
- Profess the Catholic faith,
- Have a life status that is in accordance with the teachings of the Church,
- Have ecclesial affiliations,
- Bear witness to his/her faith in his/her way of life,
- Have the skills and competencies required to carry out the responsibility entrusted to him/her, (See *Attachment B*)
- Commit to taking the necessary steps to develop his/her skills and abilities,
- Commit to adhere to the pastoral guidelines of the Diocesan Church.

#### 2.01 Term of the Pastoral Mandate

The term of the mandate is always for a fixed length of time. This length of time is not exceeding one year for the initial mandate, designated as probationary, or for a new assignment involving a change in community.

#### 2.02 Reciprocal Character of the Mandate Commitment

The mandate creates a bond of reciprocity between the mandator (i.e., the person who mandates) and the mandatary (i.e., the person who receives the mandate). It is fulfilled in a spirit of co-responsibility and ecclesial communion.

For the mandator (i.e., the Bishop) this means that he has a responsibility with respect to the mandated person, for providing guidance, resourcing and self-betterment opportunities and an appraisal.

For the mandatary (i.e., the mandated person), this means that he/she is accountable to the Bishop for his/her pastoral responsibilities as described in his/her mandate and certified by his/her duly signed employment contract.

<sup>&</sup>lt;sup>5</sup> This choice by the bishop is usually made following recommendations from the Diocesan Human Resources Officer. This choice may be made depending on the parish or other environment.

The bond between the bishop and the mandataries may be fulfilled through intermediaries:

- The Human Resources Officer,
- Parish officials<sup>6</sup>,
- Other officials connected with his/her social environment.

#### 2.03 Appraisal Process in Relation to the Pastoral Mandate

The appraisal is mainly based on the criteria used in selecting a candidate and on the compliance with the terms of the mandate. The person concerned must be involved in the appraisal process.

It is the responsibility of the Human Resources Officer in collaboration with the parish officials to ensure that an appraisal of the mandated personnel according to the established policies takes place. The result of this appraisal, where appropriate, are reported to the Bishop.

#### 3 - TERMINATION OF THE MANDATE

#### 3.00 **The mandate ends when:**

- The mandated person resigns,
- A dismissal, non-renewal or withdrawal occurs:

**Dismissal** is a decision of an administrative character that can be attributed to various causes, *inter alia*:

- A surplus of personnel,
- The closing of a position, in the absence of another one available to be offered.
- The **non-renewal** is a disciplinary decision that can be attributed to various causes, *inter alia*:
  - Unsatisfactory performance of the individual after an assessment and a warning,
  - Any other reason deemed major or serious.
- There is a withdrawal of the mandate by the bishop:
  - The mandate is withdrawn for major reasons related to the defined criteria.
- The mandate is terminated and not renewed.

#### 3.01 **Procedures to be followed:**

For the case of non-renewal or withdrawal of a pastoral mandate, see Attachment H.

<sup>&</sup>lt;sup>6</sup> The parish officials are the priest moderator, the coordinator of parish activities or a coordination team and the Chairperson of the Fabrique Meeting.

# Episcopal Regulation No. 7-Attachment C

# REMUNERATION OF MANDATED LAY PERSONNEL WORKING IN PARISHES

(Ref. Article 11.01)

#### 1 - <u>REMUNERATION</u>

#### 1.00 **Remuneration Framework**

The salary of a pastoral agent and a collaborator is based on the following two criteria:

- An amount based on his/her formation,
- An amount based on the years of recognized experience.

#### 1.01 Formation

The initial salary is based on the number of university credits in theology, pastoral studies, biblical studies, religious or social sciences or formation recognized by the Diocese and earned by the pastoral agent or collaborator.

#### 1.02 Experience

Recognition of years of relevant experience is up to a maximum of eight (8) years for a person with recognized formation.

Recognition of years of relevant volunteer work related to pastoral care or religious education at the time of hiring: five (5) years maximum.

#### 1.03 Annual Responsibility Premium

This premium is granted to any lay pastoral agent or member of a coordination team who assumes the task of coordination of parish activities at the level of a parish or a cluster of parishes, whether or not they constitute a pastoral unit. This premium is tied to the exercise of the function and varies according to the following scale:

1 <sup>st</sup> year:	\$1,500	5 <sup>th</sup> year:	\$3,500
2 <sup>nd</sup> year:	\$2,000	6 <sup>th</sup> year:	\$4,000
3 <sup>rd</sup> year:	\$2,500	7 <sup>th</sup> year:	\$4,500
4 <sup>th</sup> year:	\$3,000	8 <sup>th</sup> year:	\$5,000

The amount of money is remitted in proportion to the number of days per week worked.

1.04 The Diocesan Human Resources Office determines the initial salary of the pastoral agent or collaborator when he/she is hired or when formation is received.

#### 2 - ANNUAL INCREASE

#### 2.00 Salary Grid

The current salary grid was adopted on August 1, 2014. An annual adjustment affects the grid as a whole and, consequently, each of its elements.

- 2.01 The annual salary adjustment is based on the cost-of-living index and is determined annually by the Bishop after consultation with the Leadership Team and the members of the *Conseil diocésain des affaires économiques* (*C.D.A.É*). It takes effect on August 1st of each year.
- 2.02 Each year, the indexed salary grid is sent to the pastoral agents, the collaborators, the parish officials and the Chairperson of the Fabrique Meeting via the *Communiqué hebdomadaire* [Weekly Communiqué] of the Diocesan Human Resources Office. Attachment C-3 provides the salary grid.

#### 3 - TRAVEL AND OTHER EXPENSES

- 3.00 Unless the rate determined by Diocesan Legislation is changed, the cost of work-related travel is reimbursed at the rate of \$0.50 per kilometre (see *Article 11.11*.)
- 3.01 Other expenses (meals, self-betterment, etc.) are reimbursed on presentation of supporting documents and specifically authorized and signed by the immediate supervisor, provided that these are reasonable and justified (see *Article 11.12*.)

#### 4 - BENEFITS

- 4.00 As of December 31, 2001, all eligible lay employees of the Diocese are covered by a group insurance plan (see *Article 11.09.*)
- 4.01 As of December 31, 2001, these same employees are members of a pension plan (see *Article 11.10*.)

#### 5. EMPLOYMENT CONTRACT OR RENEWAL

5.00 It is necessary for the employment contracts to be signed. The signature of the pastoral agent or collaborator as well as the employer's signifies acceptance of the mandate as given. For its part, the Diocesan Human Resources Office must view and approve all employment contracts.

There is an obligation to have only one payer and an agreement to this effect must be concluded among the Fabriques hiring the same person (see model, **Document 31.800** of the *Handbook for the Administration of Fabriques*). In the event of a dispute, the Diocesan Human Resources Office must intervene.

An employment contract or renewal must be signed within thirty (30) days of the decision to hire or continue the employment of a pastoral agent or collaborator. In the latter case, the renewal should be signed before August 1st.

The pastoral agent or collaborator must be paid as soon as he/she starts work.

The term of a contract is for twelve (12) months, but it could be less, for example, in the case of a replacement for a leave of absence for sickness or accident or a maternity leave or the late opening of a position.

### **Episcopal Regulation No. 7-Attachment C-1**

#### OVERTIME

#### 1. Article 11.02 of the Regulations

Overtime work done with the **authorization or at the request** of the immediate supervisor may not be paid out but can be compensated for by taking time off in lieu of overtime.

#### 1.00 Interpretation

According to an *Act respecting Labour Standards*, the employer, by decree, may replace the payment of overtime by a leave of absence of the equivalent duration of the overtime worked, increased by 50% (time and a half). These hours must be worked **at the request** of the employer or, at least, with **the employer's knowledge** (with the employer's authorization).

- 1.01 The 50% overtime premium appeals to the sense of gratuitousness in the Church. Consequently, this increase is considered as voluntary work.
  - **E.g.**: If someone works 4 hours of overtime, he/she would be entitled to 6 hours (4 x 1.5 = 6) of overtime, giving the 2 hours of difference as voluntary work.
- 1.02 Before making a request for overtime, the pastoral agent or collaborator must have in mind a certain number of discernment criteria, such as:
  - His/her task as a whole,
  - His/her responsibilities,
  - The time required for each task related to a file,
  - What he/she can entrust to a third person (volunteer, secretary),
  - His/her short-term and long-term planning,
  - His/her pace at which he/she works,
  - His/her action plan,
  - His/her priorities,
  - His/her excessive tasks,
  - The impact on the whole team.
- 1.03 The overtime bank may not exceed 35 hours for a full-time person or a pro rata of the hours worked. This time off must be taken within a predetermined period of time, after agreement with the immediate supervisor.
- 1.04 An *Act respecting labour standards* introduces a right to refuse to work more than a certain number of hours per week (50 hours, unless these hours are staggered)<sup>7</sup> and raises the minimum weekly rest period to 32 consecutive hours.

Since January 1, 2019, an employee may refuse to work if, on a given day:
He/she is asked to work more than 2 hours beyond his/her usual hours or more than 14 hours per 24-hour period, whichever is shorter.
He/she is asked to work more than 12 hours in any 24-hour period. This provision applies only to employees whose daily working hours are variable or non-continuous.
He/she has not been given at least 5 days' notice that he/she will be required to work, except where the

# **Episcopal Regulation No. 7-Attachment C-2**

#### ANNUAL VACATION

#### 1. Article 11.03 of the Regulations

The annual vacation must be taken within the pastoral year, i.e., between August 1<sup>st</sup> and the following July 31<sup>st</sup>, and especially during the summer period, after agreement with the immediate supervisor.

The base year for calculating vacation time begins on August 1<sup>st</sup> of each year.

#### 1.00 Interpretation

According to an *Act respecting labour standards*, a person who has "between one and three years of uninterrupted service at the end of the reference year" is entitled to a minimum of two consecutive weeks of annual leave. A person who "has more than three years of uninterrupted service at the end of the reference year" is entitled to a minimum of three consecutive weeks of leave<sup>8</sup>. The choice of the date of the annual leave is up to the manager. The person is entitled to know of the date of annual leave at least four weeks in advance.

- 1.01 It is important to point out that in an *Act respecting labour standards* and the *Regulations Respecting the Employment Conditions for Mandated Lay Personnel Working in Parishes* (Episcopal Regulation No. 7), there is absolutely no mention of seniority.
- 1.02 In Article 11.04 of the Regulations Respecting the Employment Conditions for Mandated Lay Personnel Working in Parishes (Episcopal Regulation No. 7), it is stated that the pastoral agent or collaborator is entitled to 4 weeks of vacation from the first year and 5 weeks after 20 years of service in the Diocese. The years of service recognized by the Diocesan authorities count towards the number of weeks of vacation.
- 1.03 The summer period begins on June 24<sup>th</sup>, on the National Holiday (St. John the Baptist), and ends on Labour Day. This period is considered to be the best time for the annual vacation.
- 1.04 Elements to be taken into account before authorizing annual leave:
  - Essential services including hospitality during the summer period for a parish, sector or pastoral unit,
  - Priority issues at the start of the new pastoral year,
  - Fairness towards people (family dimension, spouse's annual leave, etc.)
- 1.05 The immediate supervisor is not obliged to give 4 consecutive weeks of vacation if the situation does not allow it.

<sup>&</sup>lt;sup>8</sup> In effect since January 1, 2019

# **Episcopal Regulation No. 7-Attachment C-3**

# SALARY GRID (ANNUAL UPDATE)

Wages are increased according to the following two parameters<sup>9</sup>:

• An indexation of salaries relative to the cost of living, set at 3% for the year 2025-2026;

#### GRILLE SALARIALE POUR LE PERSONNEL PASTORAL LAÏQUE 2025-2026

ê ê. e.	é 8 Formation							
Années d'expé- rience	En formation	1 à 29 crédits	30 crédits	45 crédits	60 crédits	75 crédits	90 crédits	Maîtrise et +
0	35 153,67 \$	35 954,40 \$	36 582,95 \$	36 854,18 \$	37 154,89 \$	37 919,06 \$	38 758,69 \$	41 162,05 \$
1	35 954,40 \$	36 755,13 \$	37 382,49 \$	37 653,72 \$	37 959,15 \$	38 723,31 \$	39 559,42 \$	41 961,58 \$
2	36 755,13 \$	37 555,83 \$	38 183,21 \$	38 454,45 \$	38 758,69 \$	39 522,86 \$	40 358,97 \$	42 763,48 \$
3	37 555,83 \$	38 356,57 \$	38 983,95 \$	39 255, 17 \$	39 559,42 \$	40 323,59 \$	41 162,05 \$	43 563,03 \$
4	38 356,57 \$	39 158,47 \$	39 787,02 \$	40 058,25 \$	40 358,97 \$	41 123,14 \$	41 961,58 \$	44 364,93 \$
5	39 158,47 \$	39 959, 19 \$	40 586,56 \$	40 857,79 \$	41 162,05 \$	41 926,21 \$	42 763,48 \$	45 165,67 \$
6	39 959,19 \$	40 761,09 \$	41 388,46 \$	41 659,69 \$	41 961,58 \$	42 725,75 \$	43 563,03 \$	45 966, 38 \$
7	40 761,09 \$	41 560,64 \$	42 188,01 \$	42 459,24 \$	42 763,48 \$	43 527,65 \$	44 364,93 \$	46 765,92 \$
8	41 560,64 \$	42 361,36 \$	42 989,91 \$	43 261, 14 \$	43 563,03 \$	44 327,20 \$	45 165,67 \$	47 569,00 \$

Taux horaires								
es oé-	Formation							
Années d'expé- rience	En formation	1 à 29 crédits	30 crédits	45 crédits	60 crédits	75 crédits	90 crédits	Maîtrise et +
0	19,32 \$	19,76 \$	20,10 \$	20,25 \$	20,41 \$	20,83 \$	21,30 \$	22,62 \$
1	19,76 \$	20,20 \$	20,54 \$	20,69 \$	20,86 \$	21,28 \$	21,74 \$	23,06 \$
2	20,20 \$	20,64 \$	20,98 \$	21,13 \$	21,30 \$	21,72 \$	22,18 \$	23,50 \$
3	20,64 \$	21,08 \$	21,42 \$	21,57 \$	21,74 \$	22,16 \$	22,62 \$	23,94 \$
4	21,08 \$	21,52 \$	21,86 \$	22,01 \$	22,18 \$	22,60 \$	23,06 \$	24,38 \$
5	21,52 \$	21,96 \$	22,30 \$	22,45 \$	22,62 \$	23,04 \$	23,50 \$	24,82 \$
6	21,96 \$	22,40 \$	22,74 \$	22,89 \$	23,06 \$	23,48 \$	23,94 \$	25,26 \$
7	22,40 \$	22,84 \$	23,18 \$	23,33 \$	23,50 \$	23,92 \$	24,38 \$	25,70 \$
8	22,84 \$	23,28 \$	23,62 \$	23,77 \$	23,94 \$	24,36 \$	24,82 \$	26,14 \$

<sup>&</sup>lt;sup>9</sup>. Cf. Bishop letter June 1st 2025 page 41.201

# Episcopal Regulation No. 7-Attachment D

# EMPLOYMENT CONTRACT AND INFORMATION ON PREPARATION (WORKSHEETS)

(Cf. Article 11.00)

The contract is prepared from an Excel document available in the "<u>Reference Documents</u>" section of the *Handbook for the Administration of Fabriques* or from the Diocesan Human Resources Office ressources.humaines@dsjl.org.

		ATED LAY PARISH PERSONNEL MPLOYMENT CONTRACT
	U	nder Episcopal Regulation No. 7
BETV	VEEN: The Fabrique of the Parish of	
AND:		
FOR	THE PASTORAL YEAR:	
Mand	ate or Nomination Letter dated:	
above collat	e-mentioned written mandate or letter of ne	to the issuance by the Bishop of the Diocese of Saint-Jean-Longueuil of the omination, which is addressed to the above-mentioned pastoral agent or nd that, in the event of the cancellation of this mandate, the present contract
Emp		ving clauses and to consider Episcopal Regulation No. 7 that covers the <i>nnel Working in Parishes</i> , which is in force on the date of signature hereof, Contract.
1.	Term	
	This Contract is for a term of	weeks, starting
	on	and ending on
2.	Probation Period	
	From	to
	Not applicable	
3.	Position and Responsibilities	
	This individual is hired to be a lay mandate Contract, the following responsibilities:	d pastoral agent or a collaborator and will have throughout the term of this
	The pastoral agent or collaborator has as in	nmediate supervisor:
4.	Protection of Confidential Information	
	or collaborator will have access to confide accepting this position, he/she agrees that discuss or disclose, directly or indirectly, th	Saint-Jean-Longueuil for the above-mentioned parish(es), the pastoral agent ntial information, in particular, information about members or volunteers. In at this information will be kept strictly confidential and that he/she will not is information to anyone, either while in the position or at any time thereafter, self/herself or for any third party. An attestation to this end must be signed
-		

5.	Sala	ry and Emplo	yment Benefits				
	A)		-	will rece	eive the following am ount:		
	/	1	J		J	dollars \$	
			is based on a remune ails <u>attached hereto</u> ar		scale determined by the Diocesa <u>led</u> by the parties.		es with the calculation and
	B)	Any salary in force at that	-	ed as o	f August 1st of each year, as pe	r the Dioce	esan remuneration scale in
	C)	Group Insura	The Fabrique and the	•	al agent (or collaborator) ire of the premium as per the insur	ance plan	chosen.
	D)	Pension Plai	The Fabrique and the		al agent (or collaborator) ss salary mentioned in 5 A).		
6.	Worl	k Week					
	To a	dequately fulfil	his/her responsibilities	, the pa	astoral agent or collaborator		
	shou	Id devote			hours per week, or		/5 of a full-time position.
7.	Auto	omobile Use a	nd Other Costs Incu	rred			
			osts incurred by the ned in the Episcopal R		l agent or collaborator will be rei on.	mbursed b	by the Fabrique as per the
8.	Tern	nination of Co	ontract				
	paste	oral agent or c	ollaborator. The pasto	ral age	the Diocesan Human Resources nt is free to resign after at least o scopal Regulation shall be followe	ne (1) mo	
9.	Ren	ewal					
		Contract is r ntained.	enewable, each year	, with t	the agreement of both parties, a	as long as	s the Bishop's mandate is
DON	IE AND	SIGNED IN				THIS	
Fabr	ique of	f the Parish			Agent or Collaborator		
By			<mark>Chair / Churchwarden</mark> )	)			
lmme	ediate	Supervisor			Reviewed and Approved on		
					Diocesan Human Resources O	fficer	

#### NOTES: Grid issued by the Diocesan Human Resources Officed For attachment to the employment contract or its renewal To be initialed by the parties

Service des ressources huma	aines					
Diocèse de						
Saint-Jean-L	ongueuil					
2020	2021					
IDENTIFICATION						
Nom :	NOM					
Prénom :	Prénom					
Adresse :						
Ville :						
Code postal :						
Téléphone (rés.) :						
Téléphone (cell.) :						
Courriel :						
MANDAT						
Mandat proposé	Poste					
Lieu d'engagement	LE PHARE					
Supervision par :						
CONDITIONS D'EMPLO	DI					
Temps de travail :	70%	3.5	jour (s) / semaine			
Début du mandat :	01 août 2019					
Fin du mandat :	31 juil 2020	26	périodes de paye			
Années d'expérience reconr	-		au diocèse depuis	2017		
···· · · · · · · · · · · · · · · · · ·			expérience supplémentaire reconnue	0		
	Applicable	Années	Partagée ou non	-		
Prime :	Non	Autre	0%			
SALAIRE SELON LA GR	ILLE		années d'expérience totale			
		90	crédits universitaires complétés en théologie			
		0	autres crédits universitaires reconnus			
		33 950,87 \$	annuel, temps complet selon la grille			
		23 765,61 \$	annuel basé sur le temps de travail de 70%			
			prime, temps complet, selon la grille			
			prime basée sur le temps de travail de 70%			
		23 765,61 \$	salaire total basée sur le temps de travail de 70%			
CONTRAT 2019-2020		23 765,61 \$				
Par période de paye		914,06 \$				
	Informatio	ns pour la rédaction des	contrats de travail			

# Episcopal Regulation No. 7-Attachment D-1

# EMPLOYMENT CONTRACT RENEWAL

The contract renewal is prepared from an Excel document available in the "<u>Reference Documents</u>" section of the *Handbook for the Administration of Fabriques* or from the Diocesan Human Resources Office <u>ressources.humaines@dsjl.org</u>.

-	Service des ressources humaines			
	Diocèse de Saint-Jean-Longueuil			
		ED LAY PARISH PERSONNEL		
	EMPLOY	MENT CONTRACT RENEWAL		
	Unde	er Episcopal Regulation No. 7		
BETV	VEEN: The Fabrique of the Parish of			
AND:				
FOR	THE PASTORAL YEAR:			
DATE	OF INITIAL CONTRACT:			
same	arties HEREBY agree to renew the Initial Er terms, with the exception of the followir ISES IN THE INITIAL EMPLOYMENT CONTR	ng clauses. THESE CLAUSES F		
1.	Term			
	This Contract is for a term of		weeks,	starting
	on	and ending on		
3.	Position and Responsibilities This individual is hired to be a lay mandate this Contract, the following responsibilities:	d pastoral agent or a collaborator	and will	have throughout the term of
	The pastoral agent or collaborator has as in	nmediate supervisor:		
5.	Salary and Employment Benefits A) The pastoral agent or collaborator initialled by the parties.	will receive the following amount		
			dollars \$	5
6.	Work Week To adequately fulfil his/her responsabilities, should devote	the pastoral agent or collaborator hours per week, or		/5 of a full-time position.
	E AND SIGNED		THIS	
			11115	
Fabrio	que of the Parish	Agent or Collaborator		
Ву	(Fabrique Meeting Chair / Churchwarden)	J		
Immo	diate Supervisor	Reviewed and Approved on		
		Diocesan Human Resources C	Officer	

# Episcopal Regulation No. 7-Attachment D-2

# MONTHLY SUMMARY STATEMENT OF OVERTIME, VACATION AND SICK DAYS OFF

#### PREAUTHORIZED OVERTIME:

DATE(S )	Overtime	Brief Summary	Initials of
	(Hours)	of Task Undertaken	Official
Previous Balance:	0.00		
Total Overtime	0.00	Only preauthorized overtime is recognized.	

#### ABSENCES:

DATE(S)	Overtime Hours	Vacation Hours	Sick Hours	Hours of Absence	
	Taken	Taken	Taken	Paid	Unpaid
Previous Balance:	0.00				
Total des absences:	0.00	0.00	0.00	0.00	0.00
New Balance:	0.00	0.00	0.00		

Signature of Official:

Date:

# Episcopal Regulation No. 7-Attachment E

#### AMOUNT RELATING TO PARENTAL RESPONSIBILITY SUPPORT

To meet the needs of low-income pastoral agents and collaborators in precarious situations, the Bishop and the Leadership Team have approved the payment of an amount relating to parental responsibility support.

This is granted according to the following criteria of discernment:

- The family net income status as determined annually for the Canada Child Benefit by the Canada Revenue Agency,
- That a request be addressed to Diocesan Human Resources Officer to ensure complete confidentiality.

The amount is set at \$500 for each child under 18 who is still studying. It will be given in the form of a donation.

It was agreed that the donation would be given to those who requested it before September 1st to support them in their back-to-school expenses.

Any person claiming the parental responsibility support amount shall:

- Have a mandate or a letter of nomination,
- Submit the application, if possible, before August 1<sup>st</sup> of each year,
- Submit, as well, a copy of their Notice of Assessment from the previous year's tax return.

# **Episcopal Regulation No. 7-Attachment F**

### SPECIAL LEAVES AND AUTHORIZED LEAVES OF ABSENCE<sup>10</sup>

(Ref. Article 11.06)

A pastoral agent or a collaborator may be absent from work:

#### 1. In the event of a death or funeral

- 1.00 5 days, paid, if it is:
  - his/her spouse
  - his/her child
- 1.01 5 days, of which 3 are paid, if it is:
  - his/her mother,
  - his/her father
  - one of his/her grandchildren
  - his/her sister
  - his/her brother
  - the child of his/her spouse
- 1.02 2 days, paid, it is:
  - the mother or father of his/her spouse
  - the son-in-law or daughter-in-law
  - the sister or brother of his/her spouse
- 1.03 1 day, paid, if it is:
  - his/her grand-parents or the grand-parents of his/her spouse.
- 1.04 1 day, without pay, if it is:
  - any other relative<sup>11</sup> or friend.
- 1.05 Up to 104 weeks, without pay, if it is the death of his/her underage child.
- 1.06 Up to 104 weeks, without pay, on the passing of his/her underage child or on the death by suicide of his/her spouse, adult child, father or mother.
- 1.07 An employee on vacation or on maternity, paternity or parental leave at the time of the funeral or death is not entitled to the days off granted for a death or funeral.

<sup>&</sup>lt;sup>10</sup> Note: These days off are non-redeemable in cash and may not be accumulated.

<sup>&</sup>lt;sup>11</sup> The concept of relative includes in addition to the employee's spouse, the child, father, mother, brother, sister and grandparents of the employee or the employee's spouse as well as those persons' spouses, their children and their children's spouse, a child for whom the employee or the employee's spouse has acted or is acting as a foster family or a person who has acted as a foster parent for the employee, the tutor or curator of the employee or the employee's spouse or a person under tutorship or curatorship of the employee or the employee's spouse, an incapable person having designated the employee or the employee's spouse as mandatary, and any other person in respect for whom the employee is entitled to benefits under an Act for the assistance and care the employee provides owing to the person's state of health.

#### 2. In the event of a wedding

- 2.00 1 day, paid, the addition of another day per year of employment, up to a maximum of four days, (total of 5 days) if it is the pastoral agent's wedding,
- 2.01 1 day, paid, other than a Saturday or Sunday, if it is the wedding of a father, mother, brother, sister or child,
- 2.02 1 day, without pay, if it is the wedding of any other relative or friend.

#### 3. In the event of a birth

- 3.00 5 days, paid, on the birth of her child or when a termination of pregnancy occurs after the 20th week,
- 3.01 5 days, paid, proportional to the days worked for part-timers, for a pastoral agent who becomes a father.
- 3.02 Consult the maternity, paternity and parental leave provisions for other options. (See *Attachment G*).

#### 4. In the event of an adoption

4.00 Up to 5 days paid.

#### 5. In the event of a relocation

5.00 1 day, without pay, for a pastoral agent who has changed address.

#### 6. In the event of a family obligation

- 6.00 10 days per year, without pay, to fulfill obligations concerning:
  - the care, health or education of his/her child or his/her spouse's child, his/her grandchildren,
  - the health of his/her spouse, father, mother, sister, brother and grandparents.
- 6.01 An employee who has completed three months of uninterrupted service is entitled to a maximum of two paid days off, in the same year to care for a relative or a person for whom they act as caregiver<sup>12</sup>.
- 6.02 Up to 16 weeks, without pay, over a period of 12 months to care for a relative or a person for whom they act as caregiver and up to 36 weeks if this relative or person is a minor.

<sup>&</sup>lt;sup>12</sup> The employee who acts as caregiver may have recourse to these absences as attested by a professional working in the health and social services sector and governed by the Professional.

#### 7. In the event of a compassionate leave

- 7.00 Up to 27 weeks, without pay, over a period of 12 months when his/her presence is required by a relative, other than an underage child, or a person for whom he/she acts as caregiver, because of a potentially fatal critical illness.
- 7.01 Compassionate Care Benefits are remitted to people having to be temporarily absent from work to provide care or offer support to a member of his/her family suffering from a critical illness, which risks causing death within 26 weeks.
- 7.02 To be entitled to Compassionate Care Benefits, a request must be filed with the Service Canada office.

#### 8. In the event of being a victim of domestic or sexual violence

- 8.00 Up to 26 weeks, without pay, over a period of 12 months.
- 8.01 Since January 1, 2019, the employee who has completed three months of uninterrupted service has the option of benefitting from a maximum of two paid days off, within the same year, due to illness, accident or domestic or sexual violence.

For any other information or possibilities, refer to the Diocesan Human Resources Office

## Episcopal Regulation No. 7-Attachment G

## MATERNITY, PATERNITY AND PARENTAL LEAVE<sup>13</sup>

## MATERNITY LEAVE

In Quebec, pregnant employees are entitled to maternity leave without pay for a **maximum of 18** consecutive weeks. <u>*Parental leave*</u> (see below) may be added to the maternity leave.

#### GENERAL STANDARDS

Maternity leave may be spread out at the employee's discretion before or after the expected date of delivery. The employer may agree to a longer maternity leave if the employee so requests.

The maternity leave shall not begin before the sixteenth week preceding the expected date of delivery and shall not end later than 20 weeks after the week of delivery. If the maternity leave begins on the week of delivery, that week shall not be taken into account in calculating the duration.

From the sixth week preceding the expected date of delivery, the employer may, in writing, require a pregnant employee who is still at work to produce a medical certificate attesting that she is fit to work. If the employee does not produce the certificate within eight days, the employer may oblige her to take her maternity leave immediately by sending her a written notice to that effect.

After an agreement with the employer, the leave may be:

- Suspended, if the child is hospitalized to allow the employee to return to work temporarily,
- Extended, if it is required due to the health of the mother or child.

The employee must supply in that case a medical certificate before the expiry date of the leave.

In certain very specific instances, at the employee's request, the leave may be divided into weeks if her child is hospitalized or if the employee is absent because she, a close relative or someone living with her is ill, as provided for in Sections 79.1 and 79.8 of an *Act respecting labour standards*.

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

If the employee continues to pay contributions to the various group insurance and pension plans during her leave, the employer must also do so.

#### ABSENCES DURING PREGNANCY

An employee may be absent from work without pay, as often as necessary, for examinations related to her pregnancy. She shall advise her employer of this need as soon as possible.

#### SPECIAL MATERNITY LEAVE

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

<sup>&</sup>lt;sup>13</sup> The information in this attachment is taken from the CNESST website: www.cnesst.gouv.qc.ca

#### TERMINATION OF PREGNANCY

Where there is termination of pregnancy before the beginning of the twentieth week preceding the expected date of delivery, the leave is for a period of no longer than three weeks, unless a medical certificate attests that the employee needs an extended leave.

If the termination of pregnancy occurs in or after the twentieth week, the employee is entitled to a maternity leave without pay of a maximum duration of 18 consecutive weeks that ends not later than 20 weeks after the week of the event. The employee must, as soon as possible, give written notice to the employer informing the employer of the event and the expected date of her return to work, accompanied by a medical certificate.

#### WRITTEN NOTICES FROM THE EMPLOYEE TO THE EMPLOYER

The employee must provide to the employer, not less than three weeks before the leave, written notice stating the date on which the leave will begin and the date on which the employee will return to work. The notice may be shorter if her health obliges her to stop working more quickly. She must then supply a medical certificate attesting to the reasons that she needs to stop working.

The notice always must be accompanied by a medical certificate attesting to the pregnancy and the expected date of delivery. The medical certificate may be replaced by a written report signed by a midwife.

In the case of a termination of pregnancy or a premature birth, the employee must, as soon as possible, give written notice informing the employer of the event and the expected date of her return to work, accompanied by a medical certificate attesting to the event.

#### RETURN TO WORK

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

If her position no longer exists, the employee retains the rights and privileges to which she would have been entitled if she had remained at work. These provisions, however, should not give to the employee any benefit to which she would not have been entitled had she remained at work.

An employee may return to work before the date stated in the notice she gave before her departure. However, she must provide the employer **not less than three weeks** beforehand, a new written notice stating the date on which she will return to work.

If the employee wishes to return to work within two weeks of her delivery, the employer may require a medical certificate attesting to the fact that she is fit to work.

#### An employee who does not return to work on the expected date is presumed to have resigned.

#### PATERNITY LEAVE

In Quebec, an employee is entitled to a paternity leave of not more than 5 consecutive weeks, without pay, on the birth of his child. A <u>parental leave</u> may be added to the paternity leave (see below.)

#### GENERAL STANDARDS

The paternity leave shall not begin before the week of the birth of the child and shall not end later than 78 weeks after the week of the birth.

# This leave may not be divided into weeks without the agreement of the employer or in specific cases stated in an Act. The leave may not be transferred to the mother or shared with her. This leave may be:

- Suspended after agreement with the employer, if the employee's child is hospitalized and a temporary return to work is possible,
- Extended, if the child's health requires it. The employee must provide a doctor's notice before the end of the initial leave.

In certain very specific cases, at the employee's request, the leave may be split into weeks if the employee's child is hospitalized or if the employee is absent because he, a close relative or someone living with him is ill, as provided for in sections 79.1 and 79.8 of an *Act respecting labour standards*.

If the employee continues to pay contributions to the various group insurance and pension plans during her leave, the employer must also do so.

#### NOTICE PROVIDED TO THE EMPLOYER

The employee must advise his employer in writing not less than three weeks before the start of the leave stating the expected date of the leave and that of the return to work. This notice may be shorter if the birth of the child occurs before the expected date.

#### RETURN TO WORK

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

If his position no longer exists, the employee retains the rights and privileges to which he would have been entitled if he had remained at work. These provisions, however, should not give to the employee any benefit to which he would not have been entitled had he remained at work.

#### An employee who does not return to work on the expected date is presumed to have resigned.

## PARENTAL LEAVE

#### **GENERAL STANDARDS**

Each parent of a newborn child, and a person who adopts a child, are entitled to parental leave without pay of **not more than 65 consecutive weeks**. A person adopting the child of his/her spouse also has a right to this leave. Parental leave may not begin before the week the child is born or, in the case of adoption, the week the child is entrusted to the employee. It may also not begin before the week the employee leaves his/her work to go to a place outside Québec in order to fetch the child.

Parental leave is **additional to** the:

- 18-week maternity leave,
- 5-week paternity leave.

Parental leave **may then end at the latest 104 weeks** after the birth or, in the case of adoption, 104 weeks after the child was entrusted to the employee.

## This leave may not be divided into weeks without the agreement of the employer or in specific cases stated in an *Act*.

After an agreement with the employer, the leave may be:

- Suspended, if the child is hospitalized to allow the employee to return to work temporarily,
- Extended, if it is required due to the health of the mother or child. The employee must supply in that case a medical certificate before the expiry date of the initial leave.

In certain very specific cases, at the employee's request, the leave may be split into weeks if the employee's child is hospitalized or if the employee is absent because he/she, a close relative or someone living with him/her is ill, as provided for in sections 79.1 and 79.8 of an *Act respecting labour standards*.

If the employee continues to pay contributions to the various group insurance and pension plans during her leave, the employer must also do so.

#### NOTICE PROVIDED TO THE EMPLOYER

The parental leave must be preceded by a written notice of **not less than three weeks before the start of the leave stating the expected date of the leave and that of the return to work.** This notice may be shorter if the presence of the employee is required earlier for the newborn child, the newly adopted child or for the mother due to their state of health.

#### RETURN TO WORK

The employee may return to work on a part-time basis or intermittently if the employer consents to it.

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

If his/her position no longer exists, the employee retains the rights and privileges to which he/she would have been entitled if he/she had remained at work. These provisions, however, should not give to the employee any benefit to which he/she would not have been entitled had he/she remained at work.

An employee may return to work before the date stated in the notice, he/she gave before his/her departure. However, he/she must provide the employer not less than three weeks beforehand, a new written notice stating the date on which he/she will return to work.

#### An employee who does not return to work on the expected date is presumed to have resigned.

#### QUEBEC PARENTAL INSURANCE PLAN

Under the Quebec Parental Insurance Plan, benefits are paid to support the income of an employee who is absent from work to take leave after the birth or adoption of a child.

For more information, contact an agent at the *Ministère du Travail, de l'Emploi et de la Solidarité sociale* Client Service Centre at 1-888-610-7727.

It is also possible to apply for benefits via the Internet: <u>http://www.rqap.gouv.qc.ca/en</u><sup>14</sup>

<sup>&</sup>lt;sup>14</sup> Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on both tabs.

## Episcopal Regulation No. 7-Attachment H

## PROCEDURE FOR DISCONTINUANCE OR WITHDRAWAL OF A MANDATE OR NOMINATION

- 1. The Steps Leading to the Discontinuance or Withdrawal of a Mandate or Nomination In the case of an action that may lead to the discontinuance or withdrawal of a mandate or nomination, it is appropriate to provide for the following steps:
  - 1.00 The pastoral agent or collaborator is first met and verbally advised by the immediate supervisor of the areas for improvement. The Diocesan Human Resources Officer is informed of these areas and can act, if necessary, with the pastoral agent or collaborator and the official concerned.
  - 1.01 If the situation has not improved, the pastoral agent or collaborator is met by the Diocesan Human Resources Officer to review the situation. Measures are put in place to help and support the person in this situation in collaboration with his/her immediate supervisor. The Bishop is apprised of the situation.
  - 1.02 If the situation remains unchanged, the Bishop communicates his decision and the pastoral agent or collaborator is notified of the discontinuance or withdrawal of his/her mandate or nomination.

## **Episcopal Regulation No. 7-Attachment I**

#### PROTECTION OF CONFIDENTIAL INFORMATION IN THE PARISHES AND THE DIOCESE

#### Confidentiality is everyone's business. What if it were you?

The nature of our responsibilities sometimes involves the exchange of confidential information between various people involved in the parish, region or the Diocese. Our job is to ensure that the information requested or disclosed is necessary for the pursuit of the mission of evangelization.

Consequently, every precaution must be taken to respect the confidentiality of the personal information collected. Several means are used to collect and transmit personal information:

- At a personal or other meeting,
- Registration Forms or information sheets (baptisms, weddings, funerals, volunteers...),
- Telephone, fax,
- Personal computer, e-mail,
- Internal and postal mail,
- Facebook, Messenger, and any other social media related tools.

#### **Meetings**

When someone comes in for a meeting, interview or services, discretion is key. First, make sure that no confidential documents are in view, that your computer screen does not display any personally identifiable information and that the office door is closed, if applicable. For any sensitive situation, make sure someone is with you.

#### **Registration Forms and Information Sheets**

In implementing security safeguards to protect personal information, you should consider, in particular, the sensitivity, the purpose of its use, the amount and distribution of personal information you receive from individuals while carrying out your work.

#### <u>Telephone</u>

During a telephone conversation about specific information, the office door should be kept closed. Only necessary and relevant information is requested or disclosed in accordance with the law.

Voicemail messages should be listened to using earbuds or with the office door closed if using a speaker phone.

#### <u>Fax</u>

In general, the fax machine should not be used to transmit personal information if another method can meet the need. In the event that delaying the transmission of information could cause harm, steps must be taken to ensure that the transmission is made in a confidential manner. We must therefore ensure that the recipient's contact information is accurate and that the recipient is available to receive the fax.

Also, we must ensure that there are no errors in dialling the number on the fax machine before starting the transmission. The notice of confirmation must be kept on file with the transmission page.

#### PC Tools

Personal computer tools do not belong to the individual and their use is strictly professional. When setting up an office, it needs to be ensured that the computer screens are positioned in such a way as to respect the confidentiality of the information and data on them or that individuals turn off their screens during meetings. It is imperative that computer passwords are never disclosed for security reasons except to the person responsible for the system.

When printing personal documents, these must be retrieved immediately.

#### Email - Social Networks

Care must be taken when exchanging personal or professional information via e-mail, social networks and forums. Specific measures must be implemented to ensure the protection of the information that is being communicated. It must be ensured that the recipient's email address is correct before transmitting any information.

#### Registered Internal Mail and Postal Mail

Any files or documents containing personal information should be transmitted via **internal mail or post**.

#### In Closing

Everyone is bound by confidentiality. Remember that information gathered as part of your job responsibilities from a person (personnel, children, parents, volunteers...), is confidential and cannot be disclosed without the permission of the person, the youth aged 14 and over or the person having parental authority if under 14. There are of course exceptions to this general rule.

Should you have any questions about privacy or any other matter involving personal information, please contact the Diocesan Human Resources Office.

## **Episcopal Regulation No. 7-Attachment I-1**

## PROTECTION OF CONFIDENTIAL INFORMATION IN THE PARISHES AND THE DIOCESE

This attestation is prepared annually from an Excel document available in the "<u>Reference</u> <u>Documents</u>" Section of the *Handbook for the Administration of Fabriques* or from the Diocesan Human Resources Office <u>ressources.humaines@dsjl.org</u>.

PROTECTION OF CONFIDENTIAL INFORMATION IN THE DIOCESE AND ITS PARISHES					
Under Episcopal Regulation No. 7					
I, the Undersigned,					
in the performance of my work as a					
in the Diocese of Saint-Jean-Longueuil					
for the Parish(es) of					
during the Pastoral Year					
will have access to confidential information about individuals (priests, deacons, pastoral agents, lay volunteers), parish registers or other legal documents.					
I hereby undertake to keep this information strictly confidential and never to discuss or disclose, directly or indirectly, this information to anyone while working for the Diocese or a parish or at any time thereafter, nor to use it myself or for others.					
I have read and do understand the terms and cond the Diocese's Confidential Information with which I a		f Confid	entiality for the Protection of		
DONE AND SIGNED IN		THIS			
Agent or Collaborator					
Parish Priest, Priest Moderator or Coordinator					
<b>Notes:</b> This Attestation must be completed and si A copy needs to be forwarded to the Dioce		ce.			

## **Episcopal Regulation No. 7-Attachment J**

## SUPPLEMENTARY PENSION PLAN FOR LAY PERSONNEL [RÉGIME COMPLÉMENTAIRE DE RETRAITE DU PERSONNEL LAÏQUE DE L'ASSEMBLÉE DES ÉVÊQUES CATHOLIQUES DU QUÉBEC ET DE SES ORGANISMES AFFILIÉS]

Your Group Number: G004644

## YOUR PLAN, YOUR WAY

Here is an overview of the Defined Contribution Pension Plan (DCPP, the Plan; in French: *RRCD, le régime*) established by the Assembly of Quebec Catholic Bishops (the Plan Sponsor) to help you achieve your retirement goals.

In this plan, the contributions you make to your account and the investment income they generate accumulate into a benefit that is paid out on your retirement, termination of employment or death.

The benefits you receive from this plan and the contributions you make to it are subject to the relevant legislation. Quebec's *Supplemental Pension Plans Act* sets out the minimum benefits and funding standards with which the plan must comply. The *Income Tax Act (Canada)* sets out the maximum annual deductible contributions allowed under the plan.

## DEFINITIONS

#### Authorized Leave of Absence

Any leave of absence authorized by the employer, maternity or parental leave taken under provincial or federal law, or leave of absence due to illness, accident, disability or injury on the job, provided you return to employment with the employer immediately after the leave

#### Spouse

Means the person who

- a) Is in a marriage or civil union with the participant,
- b) Has been living in a conjugal relationship with the unmarried or civil union participant, whether of the opposite or the same sex, for at least three years or for at least one year if:
  - i) A child has been born or is to be born of their union, or
  - ii) They have adopted, jointly, at least one child while cohabiting in a marital relationship, or
  - iii) One of them has adopted at least one child who is the child of the other, while cohabiting in a marital relationship.

Spousal status is established from the day on which marital status is to be defined, i.e., the:

- a) Day before your death,
- b) Date your pension starts to be paid, or
- c) Date of an assignment of rights in the event of separation, divorce or annulment of your marriage.

#### Date of Entry into Force

October 5, 1964

#### Employee

Any person employed by the Assembly of Quebec Catholic Bishops and its affiliated organizations.

#### Employer

Assembly of Quebec Catholic Bishops and its affiliated organizations.

#### **Locked-In Benefits**

Relates to your required employee contributions and the employer contributions under the Plan that cannot be taken in cash and must ultimately be used to provide retirement income for you and your spouse, if applicable.

#### Disability

A state of physical or mental impairment that prevents you from performing the duties of the job you were doing before the impairment began. Total and permanent disability means a condition of physical or mental impairment, resulting from sickness or accident, which prevents you from engaging in any gainful occupation for which you are reasonably qualified by education, training or experience, and which is likely to last until your death. A disability must be certified in writing by a physician licensed to practice medicine in Canada.

#### **Relevant Laws**

The relevant laws are the Supplemental Pension Plans Act (Quebec) and the Income Tax Act (Canada).

#### Participant

Any employee who has not ceased to participate in the plan as a result of retirement, death or termination of employment.

#### Eligibility and Participation

If you are a permanent, full-time employee, you must join the Plan on the first day of the month coinciding with or immediately following your start date. Participation in the Plan is mandatory.

Any other Employee must join the Plan on January 1 following the calendar year in which you meet one of the following conditions:

- a) Have received from the employer a salary equal or superior to 35% of the MPE.
- b) Have worked at least 700 hours for the employer.

Participation in the Plan is mandatory.

To join the Plan, you must complete and sign an enrolment form. This is also the form you use to designate your beneficiary. You cannot terminate your membership in the Plan while you are an employee.

## **CONTRIBUTIONS**

#### Mandatory Salary Contributions

Each year you participate in the Plan, you must contribute the following:

• Diocese of Saint-Jean-Longueuil (Diocesan Centre and parishes) 4% of salary

#### Mandatory Employer Contributions

Each year you participate in the Plan, your employer makes a contribution equal to the following:

• Diocese of Saint-Jean-Longueuil (Diocesan Centre and parishes) 4% of salary

As required by *the Income Tax Act (Canada)*, at the end of each tax year, your employer must report on your T4 slip an amount equal to the total contributions made to your account during the year. This amount is called a "Pension Adjustment" and reduces your RRSP contribution room for the following tax year.

#### **Voluntary Contributions**

You may make voluntary contributions to the Plan. A Voluntary Contribution is a Contribution you choose to make to the Plan in addition to your required Employee Contributions. Voluntary Contributions are not subject to the locked-in benefit rules.

#### **Transfers from Another Plan**

You may transfer all or part of the money in another registered pension plan or personal registered retirement savings plan to your account in this Plan. If any of these amounts were locked-in, they will remain locked-in to this Plan in accordance with the requirements of the applicable legislation. This means that it may only be used to provide you with a pension benefit.

#### **Maximum Amount of Contributions**

Your mandatory and voluntary Employee Contributions are deductible from your income for tax purposes. However, the total of your Contributions in a tax year, including Employer Contributions made to your Account, must not exceed the limit set out in the *Income Tax Act (Canada)*.

#### Contributions during an Authorized Leave of Absence

You remain a member during an employer-authorized leave of absence. You may continue to contribute to the Plan during a maternity or parental leave, during disability or during a period of disability resulting from a work-related accident for which you are receiving compensation from the CNESST (*Commission des normes, de l'équité, de la santé et de la sécurité du travail*). However, you must confirm this in writing and contributions will continue at a prescribed amount<sup>15</sup>. During any other authorized leave of absence, contributions to the Plan cease to be made.

#### Withdrawal of Contributions

You do not have the right to withdraw your required Employee Contributions and the Employer Contributions to the Plan while you are an Employee. You may, however, withdraw Voluntary Contributions accumulated in your Account.

<sup>&</sup>lt;sup>15</sup> A "prescribed amount" means an amount on which Contributions may be made to the Plan during an unpaid leave of absence as defined by the Income Tax Act (Canada). The Plan considers the salary you were receiving prior to your leave of absence to be a prescribed amount.

#### **Retirement Dates**

- Normal Retirement Date: Your normal retirement date is the first day of the month coinciding with or immediately following the date you reach age 65.
- Early Retirement Date: You may retire early beginning on the first day of any month after the date you reach age 55.
- Postponed Retirement Date: You may postpone your retirement and take it effective the first day of any month after your normal retirement date. However, your monthly pension payments must begin no later than the last day of the calendar year in which you turn 71 as required by the *Income Tax Act (Canada)*. You may continue to make voluntary contributions until age 71.

#### **Retirement Benefits**

Upon retirement, you are entitled to the annuity that can be purchased with the accumulated value of the Contributions made to your Account.

#### Single Life Participant without a Spouse

From your retirement date, your pension is payable monthly for the rest of your life. If you die before 120 monthly payments have been made, the remaining payments are made to your beneficiary. If you have not designated a beneficiary, the total amount of the remaining payments is paid to your estate in a taxable lump sum.

#### Joint and Survivor Annuity for Participant with Spouse

From your retirement date, your pension is payable as long as you or your spouse are alive. Following your death, the monthly pension is reduced to 60% of the monthly pension you were receiving before your death. However, if you and your spouse die before 120 monthly payments have been made, the remaining payments are made to your beneficiary. If you have not designated a beneficiary, the total amount of the remaining payments is paid to your estate in a taxable lump sum.

#### **OPTIONAL FORMS OF PENSION BENEFITS**

#### Single Life Participant

If you notify the Plan Administrator in writing prior to the commencement of your annuity, you may elect any other type of qualifying annuity in lieu of the single life annuity described above. You may choose a life annuity with various guaranteed periods, including a guaranteed life annuity for a period of 120 payments. You may also transfer your pension benefit to a Life Income Fund (LIF).

#### Participant with Spouse

In lieu of the joint and survivor annuity described above, you may elect any other type of eligible annuity if you notify the Plan Administrator in writing before your annuity payments begin. Other types of eligible annuities include the single-life annuity described above and life annuities with guaranteed periods varying from the joint and survivor annuity, including a guaranteed joint and survivor annuity for a period of 120 payments. You may also transfer your pension benefit to a Life Income Fund (LIF).

In accordance with the Applicable Legislation, you may elect an annuity that does not provide your Spouse with a joint and survivor annuity equal to at least 60% of the annuity you were receiving prior to your death. However, in this case, you must file a duly signed waiver of annuity form prescribed by the Applicable Legislation prior to the date your annuity payments are to commence.

#### Temporary Annuity

You may replace all or part of your life annuity with a temporary annuity, the amount of which may change each year. However, you must do so before the life annuity payments begin. You must meet the following conditions to receive a temporary annuity:

- Your temporary annuity payment must begin before your life annuity payment start date.
- You must sign a statement certifying that you are not receiving any other temporary income from another supplemental retirement plan or annuity contract. You may obtain the certification form from the Administrator.
- Your temporary annuity payment must end no later than the last day of the month following the month in which you reach your normal Plan retirement date.
- The annual amount of your temporary annuity may not exceed the following:
  - If you are eligible for an early retirement pension under the Plan:
    - 40% of the MPE (Maximum Pensionable Earnings) for the year in which your temporary annuity payments begin.
  - If you are not eligible for an early retirement pension under the Plan, the lesser of:
    - 40% of the MPE (Maximum Pensionable Earnings) for the year in which your temporary annuity payments begin, or
    - The amount of the temporary annuity to which you would have been entitled if all your life annuity had been converted into a temporary annuity with payment ending on the last day of the month following the month in which you turn 65.

Should you choose to take advantage of a temporary annuity, your lifetime annuity will be reduced to reflect any temporary annuity amount you receive.

#### Phased Retirement Benefit

Beginning on the early retirement date listed in the "Retirement Dates" section, you may enter into an agreement with the Employer and receive one of the early phased retirement benefits described below:

- a) If you have entered into a limited term agreement to reduce your work time, you are entitled for each year covered by that agreement, if you request it, to a payment that does not exceed the lesser of:
- 70% of the reduction in your compensation arising from the reduction in your work time during the year, or
- 40% of the MPE (Maximum Pensionable Earnings) for the year, or
- The benefit described in the "Termination Benefit" section, assuming you had ceased to be an active participant on the date you request payment of this benefit.
- b) If you are at least 55 but under 65 years of age, you may be entitled to withdraw an amount from the Plan, depending on the terms of the agreement with the employer. This amount must not exceed 60% of the lifetime income you would be eligible to receive in a Life Income Fund for the year of withdrawal.

This amount is determined at the beginning of each year in which the payment begins. It considers the amount of money in your Account at that time and your age at the end of the previous year. The amount of your benefit is determined at the beginning of each year.

You can choose to receive your phased retirement benefit in a taxable lump sum or transfer it tax-free to your Registered Retirement Savings Plan (RRSP) or Registered Retirement Income Fund (RRIF).

The amounts used to obtain your phased retirement benefits are deducted from the assets of the Plan that you may use to purchase an annuity at the time of your final retirement. You may not receive an early phased retirement benefit in any one year equal to the total of the amounts calculated under the above provisions.

You and your employer may also continue to pay contributions to the Quebec Pension Plan based on the salary you were receiving before the reduction in your working time. In this case, this provision must be included in your agreement.

#### **Minimal Annuity**

If the accumulated value of your account at the date of your retirement is less than 20% of the MPE (Maximum Pensionable Earnings) for the year in which you retire, your pension benefit may be paid in a taxable lump sum or transferred to a registered plan in accordance with the provisions of the *Income Tax Act (Canada)*.

#### **Voluntary Contributions and Transfers from Other Plans**

Benefits from your Voluntary Contributions and transfers from other Plans, if any, are described in the section entitled "Benefits from Voluntary Contributions and Transfers."

#### **Termination Benefits**

If you terminate employment, you are entitled to a locked-in benefit equal to the accumulated value of your required Employee Contributions and Employer Contributions. You may transfer your locked-in benefit by choosing one of the transfer options described in the "Portability" section.

#### Minimal Annuity on Termination

However, if this accumulated value at the date of your termination is less than 20% of the MPE (Maximum Pensionable Earnings) for the year in which you terminate employment, your termination benefit may be paid in a taxable lump sum or transferred to an RRSP.

Benefits from voluntary contributions and transfers from other plans, if any, are described in the section entitled "Benefits from Voluntary Contributions and Transfers." You may choose to leave your termination benefit in the Plan. In this case, the balance in your Account will continue to be invested according to your instructions.

#### Death Benefit– Prior to Retirement

Should you die before you retire and before you have purchased an annuity, the Death Benefit is paid as follows:

#### Beneficiary

If you have a spouse, the Death Benefit is paid to your spouse. If you do not have a spouse, the Death Benefit is paid to your designated beneficiary, or if you have not designated a beneficiary, to your estate. Your spouse may waive the Death Benefit prior to retirement by written declaration. In this case, the Death Benefit will be paid to your designated beneficiary or, if you have not designated a beneficiary, to your estate.

#### Amount of Death Benefit

The amount of the Death Benefit is the accumulated value of the required Employee Contributions and Employer Contributions made to your Account as of the date of your death.

#### Payment of Death Benefit

The Death Benefit is payable in a lump sum. However, if you have a spouse at the time of your death, he/she may transfer it by choosing one of the transfer options described in the "Portability" Section.

#### Post-Retirement–Death Benefit

If you die after retirement, the Death Benefit will vary depending on the option you selected at retirement and whether your beneficiary is your spouse. Benefits from Voluntary Contributions and Transfers from other plans, if applicable, are described in the following section.

#### **Benefits Arising from Voluntary Contributions and Transfers**

At termination, retirement or death, you or your Beneficiary are entitled to a benefit from the accumulated value of your Voluntary Contributions and Transfers from other plans. This benefit may be paid in a lump sum, used to increase your pension, transferred to another Registered Plan or used to purchase an annuity. However, if any part of this benefit comes from a transfer from another plan and is locked-in, it can only be transferred to a locked-in vehicle as described in the "Portability" Section.

## PORTABILITY

#### **Transfer Instruments**

Pension legislation allows for the transfer of money from a pension plan on the retirement, termination of employment or death of a member and on the termination of the Plan.

Locked-in amounts must be transferred to a locked-in vehicle, such as a Locked-in Retirement Account (LIRA) or Life Income Fund (LIF), or to another registered pension plan. Unlocked money may be transferred to an RRSP, Registered Retirement Income Fund (RRIF) or another pension plan.

Note 1: No part of a LIRA may be a cash withdrawal or transferred to an unlocked instrument.

Note 2: A LIF is an arrangement that meets both the locked-in requirements of pension legislation and the requirements of the Income Tax Act for RRIFs. A RRIF is an arrangement that meets the requirements of the *Income Tax Act (Canada)*. A LIF provides for the payment of a minimum amount each year but may not pay an amount that exceeds the limit prescribed by the *Quebec Supplemental Pension Plans Act*.

#### At Termination

The accumulated value of your locked-in benefit may be transferred to:

- An insurer to purchase a life annuity,
- A LIRA or
- Another pension plan.

#### **Death Benefit**

If your beneficiary is your spouse, he/she may transfer the death benefit tax-free to an:

- RRSP,
- RRIF, or
- Insurer to purchase an annuity.

The options offered to your spouse vary, depending on your age and his/hers.

#### **Retirement Benefit**

The accumulated value of your locked-in account may be transferred to:

- A LIRA,
- A LIF, or
- An insurer to purchase an annuity.

## PLAN ADMINISTRATION AND INFORMATION

#### Administration

The Plan is administered by a pension committee. This committee consists of six members, designated as follows:

- Two members designated by the employer,
- Two members designated by the members,
- One member designated by the inactive members,
- One member from a third party.

The members of the pension committee are elected or appointed at the annual meeting which must be convened within six months of the end of a plan year. A group consisting of active members and another group consisting of former members and beneficiaries may each elect an additional representative. The additional representatives have the same rights as the other members of the committee, except for the right to vote. The Pension Committee acts as a trustee of the Plan, oversees its administration and fosters its knowledge and understanding by members and former members.

#### **Explanations and Disclosure**

Within nine months of the end of each Plan Year, you will receive a statement showing the amount of your accrued benefits as of the statement date and any other information required under the relevant legislation. You or your spouse may, once a year, review the plan documents personally or have them reviewed by an authorized agent in writing. These documents are as follows:

- Annual Information Returns,
- The Plan's Financial Statements, including its Expenses,
- The text of the Plan,
- Amendments to the Plan,
- The Statement of Investment Policies and Procedures.

The Administrator may charge a reasonable fee for providing photocopies. In the event of termination of employment, death, retirement or termination of the Plan, the Administrator will provide you and your Spouse, if any, within 60 days with a statement showing all benefits to which you are entitled. The Administrator will notify you of any changes to the Plan by way of a notice describing the change.

#### Termination of the Plan

The employer hopes and expects to keep the plan in effect indefinitely but reserves the right to terminate the plan at any time. This will not affect your entitlement to the pension accrued to the date of termination. Your benefits will be fully vested regardless of your age or the number of years you have been a member of the Plan. You will be able to take advantage of the transfer options at retirement or termination, as applicable, described earlier in this brochure.

#### Designation of a Beneficiary

When you enroll in the Plan, you may designate a beneficiary to receive the death benefit payable under the Plan. Regardless of who your Beneficiary is, you may choose to make your designation revocable, meaning you can change it without your Beneficiary's consent, or irrevocable, meaning you cannot change it without your Beneficiary's consent.

To the extent permitted by applicable law, you may change or revoke any previous Beneficiary designation (on your Enrolment Application) by sending written notice to the Plan Administrator.

#### Assignment of Benefits

Except for the distribution of the value of a retirement pension in the event of divorce or annulment of marriage or pursuant to a written separation agreement, benefits under the Plan may not be assigned for any reason.

#### Reimbursement to a Non-Resident

You are entitled to a refund of the accumulated value of contributions made to your account if you have not lived in Canada for at least two years.

## **CAPITALIZATION AND INVESTMENT OPTIONS**

#### **Capitalization of Benefits**

The money in your account is deposited in trust in accordance with the requirements of the Act. The administrator offers you a range of investment options through Desjardins. The following criteria were considered in selecting the options available under your defined contribution pension plan:

- Degree of diversification of the various investment options offered,
- Liquidity of these options,
- Extent of risk involved in these options.

You decide on the investments for all Contributions made to the Plan. The balance in your account depends on the performance of the funds you select, less any applicable fees. Should you not provide investment instructions, Contributions will be invested in the fund selected by the employer in these cases, the Balanced Life Cycle Path.

**You may change your investment instructions at any time.** We recommend that you review your investments annually or when a major life event occurs, such as the birth of a child or the purchase of a home. You may also transfer between funds. Desjardins does not charge any fees on these transfers. However, a market value adjustment may be applied to guaranteed funds that are transferred or redeemed before maturity.

## You are responsible for using the information and tools provided by your employer and Desjardins to help you make your investment decisions.

Consider consulting a qualified investment advisor to help you make informed decisions based on your investor profile. The Desjardins Customer Contact Centre can help you determine your investor profile.

## **GUARANTEED ANNUITY**

Under the contract with your employer, Desjardins Financial Security Life Assurance Company guarantees you a minimum annual annuity based on the value of your investments. For information on the terms and conditions of this guarantee, consult the applicable excerpts of your policy on our Web site at www.dsf.ca/participant, under "Access forms and documents" in the "Your transactions" menu, or request a copy of these excerpts by contacting our Customer Contact Centre at 1-888-513-8665.

#### Fees

The following fees are at your expense:

- Management fees: 0.33%
- Investment fees: vary by fund manager, as indicated in the Your Investment Funds, Your Way
  document provided to you in your plan enrolment package. You can also obtain information about
  these fees on the Desjardins website at www.dsf.ca/participant under "Investment Options" in
  the "Your Education Centre" menu or by calling our Customer Contact Centre at 1-888-513-8665.
- Fee for a withdrawal while working: \$25

#### Keep track of your account and stay in touch with Desjardins Financial Security

- Visit the website for Plan participants: Desjardins Life Insurance.
- Check your statements.
- Call our Customer Contact Centre at 1-888-513-8665.
- Contact us by email at <u>rentescollectives@dsf.ca</u>.
- Contact us by fax at 1-877-350-8555

Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on both tabs.

Section 40

**DOCUMENT 41.300** 

## COMPENSATION FOR OCCASIONAL MINISTRY

**EPISCOPAL REGULATION NO. 6** 



## For further information, contact:

The Diocesan Treasurer's Office - Aide aux fabriques: fabriques@dsjl.org

## **Episcopal Regulation No. 6**

## COMPENSATION FOR OCCASIONAL MINISTRY

#### PURPOSE

This Regulation sets the compensation in the form of fees<sup>1</sup> for pastoral ministry in a parish, charity or institution that is performed by visiting priests.

## Article 1 TRAVEL EXPENSES

1.01 In all cases, travel expenses will be reimbursed according to the rate in effect in the Diocese, subject to a minimum of \$5 and a maximum of \$45. This amount is not subject to income tax.

## Article 2 MASS OFFERINGS

2.01 In all cases where mass is celebrated, a mass offering of \$5 is remitted to the celebrant priest for each celebration<sup>2</sup>. This amount is not considered a fee subject to income tax.

## Article 3 MINISTRY ON SUNDAYS OR HOLY DAYS DURING THE WEEK

- 3.01 The Sunday ministry generally includes celebrating mass, delivering homilies, undertaking individual celebration of the sacrament of reconciliation and other usual services.
- 3.02 Fees vary according to the following elements:

a)	Only Saturday after 4 PM or Sunday afternoon only:		
b)	Sunday morning only:	1 celebration	\$40
		2 celebrations	\$70
		3 celebrations	\$90
c)	If a priest fulfils points a) and b), the fees are added together.		

<sup>&</sup>lt;sup>1</sup> These amounts are subject to income tax. Consequently, the Federal T4A and Provincial RL-1 slips will be

issued. Reimbursement of travel expenses and mass offerings are not subject to income tax.

<sup>&</sup>lt;sup>2</sup> It is reiterated that a priest may only keep for himself the offering of one Mass per day. The offerings of the Masses of Bination and Trination must be given to the Caisse de compensation du diocèse or to the religious community of the religious priest (ref. E.R No. 11, HAF Document 42.300).

## Article 4 WEEKDAY MASS CELEBRATION

4.01 When a parish or institution requires the services of a visiting priest to celebrate a weekday mass, the Fabrique is to pay him the sum of \$25.

## Article 5 A WEDDING OR FUNERAL CELEBRATION

- 5.01 When the priest in charge invites a visiting priest to the parish to celebrate a marriage or funeral, the Fabrique is to pay him the sum of \$100. It is important to remember that a wedding celebration normally includes a preparatory meeting with the couple and that a funeral celebration includes a visit to the funeral home.
- 5.02 The parish advises on the fees to be offered when a couple or family themselves invite a visiting priest to celebrate a wedding or funeral, whether it be a family member or a friend.
- 5.03 When the priest in charge invites a visiting priest to preside over a celebration of the Word in a funeral home, the Fabrique is to pay him the sum of \$100.

## Article 6 THE SACRAMENT OF RECONCILIATION OR A BAPTISMAL CELEBRATION

- 6.01 When a parish or institution invites a visiting priest to preside over a celebration of the sacrament of individual reconciliation, a community penitential celebration or to preside over a baptismal celebration, the Fabrique is to pay the priest the sum of \$50 for one and \$80 for both celebrations.
- 6.02 If a visiting priest is requested solely for confession, the Fabrique is to pay him the sum of \$30.

## Article 7 THE SACRAMENT OF THE ANOINTING OF THE SICK

7.01 When a parish receives a request from a family or an institution to confer the Sacrament of the Anointing of the Sick on a person and asks for a visiting priest, the Fabrique is to pay him the sum of \$50.

## Article 8 LECTURE OR STUDY SESSION

8.01 Concerning the remuneration for a lecture or study session, it is important to refer to the Diocesan document "Training and Formation Sessions-Financing-Compensation of Resource Persons" (<u>Document 35.100</u> of the *Handbook for the Administration of Fabriques*).

## Article 9 SUBSTITUTING

#### 9.01 <u>Remuneration</u>

The priest substituting for a parish priest or for the chaplain of an institution for all his usual ministry is paid the equivalent of the basic remuneration as stipulated in the Episcopal Regulation no. 5 (<u>Document 41.100</u> of the HAF) on the *Remuneration of Priests and Religious*.

#### 9.02 The Party Responsible for Paying Substitution Fees

The Fabrique, the charity or the institution has the responsibility of remunerating the substitute priest when his presence is required during the authorized annual vacation, his annual retreat or during a presbyteral session of the regular priest.

9.03 When a priest is off work due to an illness or accident, the parish should contact the Diocesan leadership involved.

#### EFFECTIVE DATE

The present regulation goes into effect March 1st, 2021 and repeals any previous regulation on this matter.

Given in Longueuil, March 1st, 2021

+ Claude Handie

† Claude Hamelin Bishop of Saint-Jean-Longueuil

lean Vierre Camerlain fre

Jean-Pierre Camerlain, priest Chancellor

Section 40

**DOCUMENT 41.400** 

## SUPPLEMENTARY PENSION PLAN FOR PRIESTS

**EPISCOPAL REGULATION NO. 8** 



For further information, contact:

Human Resources Office: <u>ressources.humaines@dsjl.org</u> The Diocesan Treasurer's Office – Accounting: <u>comptabilite@dsj.org</u>

## **Episcopal Regulation No. 8**

## SUPPLEMENTARY PENSION PLAN FOR PRIESTS OF THE DIOCESE OF SAINT-JEAN-LONGUEUIL

## INTRODUCTION

The pension plan for the priests of the Diocese was registered with the government authorities on January 1, 1971. However, for reasons of economy, future performance and solidarity with other dioceses, it was merged on January 1, 1995, with the plans from eight other dioceses in Quebec. It is now called the "*Régime complémentaire de retraite des prêtres des diocèses regroupés du Québec*" [Supplementary Pension Plan for Priests from the Grouped Dioceses of Quebec].

To ensure sufficient financial security for those who are or will be retiring, we must maintain the obligation for employers of priests in their service to pay the prescribed employer's contribution.

The changes to the plan in recent years have made it possible to preserve its financial security. In particular, a financial institution ensures the monthly payment of pensions by direct payment to each of the retired priests; they are no longer integrated into this plan.

A pension committee complies with the standards imposed by the Quebec Pension Plan and submits an annual financial report, audited by an accounting firm, to the Quebec Pension Plan. It also reports on its administration to members at an annual general meeting. Any amendment to the plan's regulations must be approved by the Quebec Pension Plan and disseminated to members.

A copy of the regulations of the Supplemental Pension Plan for Priests of the Diocese of Saint-Jean-Longueuil, in accordance with the new legislation, establishing the administrative terms and conditions of the plan as well as the rights and obligations of its members, is available from the plan secretariat. The present plan has been in force since January 1, 2020.

**For the religious:** It should be noted that these individuals are not eligible to join the pension plan. In the interest of fairness, they have been receiving a compensatory amount equivalent to the employer's contribution specified in Article 3.01; this amount is being added to their total remuneration.

## Article 1 MEMBERSHIP

- 1.01 The plan has a single section (A):
  - Effective January 1, 1995, all incardinated priests participate in this Section A. Members in this section accrue benefits under the **defined contribution** provisions. The annuity benefit will be determined at retirement by the actuary based on the accumulated amount of contributions and investment earnings.
  - All active members, who would not have already joined by December 31, 2016 participate in Section A as of January 1, 2017.

## Article 2 PARTICIPATION

- 2.01 Participation is mandatory for all priests incardinated in the diocese. Priests coming from elsewhere will join the non-registered group plan, effective January 1, 2020.
- 2.02 No active member may withdraw from the Plan. If a member no longer meets the definition of an active member, he may only withdraw his entitlement under a specific provision of the plan.

## Article 3 CONTRIBUTIONS

#### 3.01 <u>Regular Contribution</u>

Since July 1, 1995, the employer contributes \$1,680 for each active full-time member. For participants who work part-time, the annual contribution is calculated as the ratio of their annual salary to the regular annual salary of a priest who works full-time.

Effective the month following the member's 65th birthday, the employer ceases to contribute to the plan.

#### 3.02 Additional Contribution

Additional contributions to the plan may be made at any time by payroll deduction from the participant's employer or by mailing a cheque or cheques to the Diocesan Accounting Department. However, in order to be counted in the calendar year, these amounts must be received by the Accounting Department <u>before December</u> <u>15<sup>th</sup></u> of each year.

The maximum amount payable under the *Income Tax Act* is calculated as 18% of the gross salary earned in the current year, less the pension adjustment (PA).

It goes without saying that these additional contributions will generate entitlements to a pension additional to the normal pension. As well, the member will have the option of transferring these additional contributions plus investment earnings to another plan or converting them to a registered retirement savings fund (RRIF)

## Article 4 NORMAL RETIREMENT ANNUITY

- 4.01 Effective the date of retirement, each member is entitled to a transfer to the eligible vehicle of his choice of the balance of member and employer contributions made to his account, accrued with interest to the date of transfer.
- 4.02 Each member is also entitled to an annuity consisting of the balance of member and employer contributions made to the member's account, accrued with interest to the date the annuity is purchased. The amount of the annuity so constituted shall be that resulting from the purchase of the annuity from an insurer. The annuity purchased from an insurer shall be for life, without guarantee or transferability.
- 4.03 The normal retirement date is the first day of the month following or coinciding with his or her 65th birthday.

## Article 5 EARLY RETIREMENT

- 5.01 Any member who has ceased remunerative priestly ministry after attaining age 55, but prior to the normal retirement date, is entitled to an early pension effective the first day of the month following application.
- 5.02 For priests in Section A, the pension will be based on the actuary's calculations.

## ADDITIONAL INFORMATION

As this is a summary of the main provisions of the Regulation, it is incomplete. Click on the following link and you will be redirected to the "Reference Documents" section of the HAF. You will then have access to the original and full text of the plan (*Note of Translator: in French only.*)

▶ <u>Régime complémentaire de retraite des prêtres des diocèses regroupés du Québec.</u>

For further information, contact: Mme Pierrette Fortin Raymond 450-348-1417

## EFFECTIVE DATE

The present regulation goes into effect January 1st, 2022 and abrogates any previous regulation on this matter.

Given in Longueuil, January 1st, 2022.

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† Claude Hamelin Bishop of Saint-Jean-Longueuil

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Jean-Pierre Camerlain, priest Chancellor

Section 40

**DOCUMENT 41.500 PRIESTS' DIOCESAN FUND** (CAISSE DE COMPENSATION) **OPERATING PROCEDURES EPISCOPAL REGULATION NO. 9** Diocese of Saint-Jean-Longueuil

For further information, contact:

The Bishop's Office: <u>eveque@dsj.org</u>

## **Episcopal Regulation No. 9**

## THE PRIESTS' DIOCESAN FUND (CAISSE DE COMPENSATION) OPERATING PROCEDURES

## PURPOSE

The purpose of the Priests' Diocesan Fund [*Caisse de compensation*] is to provide financial support for priests and deacons. The present regulation states the operating procedures.

Note: In this document, the word "Caisse" refers to the Caisse de compensation des prêtres du diocèse de Saint-Jean-Longueuil [Priests' Diocesan Fund of the Diocese of Saint-Jean-Longueuil] and the word "Comité" refers to the Comité des Affaires financières des prêtres [Priests' Financial Affairs Committee].

## Article 1

# THE CAISSE, GROUP INSURANCE PLAN AND OTHER SOCIAL SECURITY SOURCES

- 1.01 All members and employers shall pay a contribution to the *Caisse* as a group insurance premium to a legally recognized insurance company, approved by the *Comité*, according to the choice established by the Secretariat of the Assembly of Québec Catholic Bishops. The sharing of this contribution between the member and the employer shall be determined each year by the *Comité* in such a way that it corresponds to a fair share of the overall premium paid to the insurer by the *Caisse*.
- 1.02 The *Caisse* receives all contributions; it pays the insurer a single global premium for all its members, to guarantee them the necessary benefits in the event of illness and disability, whether partial or total and whatever the duration.
- 1.03 For priests aged 65 and under, this contribution represents their enrolment in a group insurance plan (health, medication and salary). For priests aged 65 and over, it represents their enrolment in a group health insurance plan only; the latter must be insured under the RAMQ's Public Prescription Drug Insurance Plan (Quebec).
- 1.04 For future priests in formation, whatever their age, the contribution shared between the *Caisse des futurs prêtres* [Future Priests' Fund] and the *Caisse de compensation* represents their membership in a group health and medical insurance plan, and this exclusively for the time they are in formation in our Diocese. Future priests on probation, i.e., those who are salaried, are eligible for the group health, medication and salary insurance plan, provided they are 65 years of age or under.

1.05 Non-incardinated priests must join the same group insurance plan as incardinated priests, depending on their age. However, they do not become full members of the *Caisse* until they are incardinated. Despite this, in certain cases, according to the judgement of the *Comité des affaires financières des prêtres*, some priests will be able to take advantage of the benefits offered by the *Caisse* with regard to hearing, dental, ophthalmological and psychological expenses.

## Article 2 IN THE EVENT OF (Short or Long Term) PARTIAL OR TOTAL DISABILITY

- 2.01 Members aged 65 and under with salary insurance should consult the leaflet provided to each member by the insurer to follow the normal procedures in the event of disability (see Procedural Guide, p. 41.505 of this document.)
- 2.02 Members 65 years of age and older should rely on their usual income that is intended for them. They should consider the possibility of being considered to be retired. They are then likely to receive the benefits of the *Régime complémentaire de retraite des prêtres des dioc*èses regroupés de la Province de Québec [Supplementary Pension Plan for Priests of the Grouped Dioceses of the Province of Quebec].
- 2.03 In <u>every case</u>, the establishment of a disability status is done directly in consultation with the attending physician and the head of the *Comité pour le ministère de la vie des prêtres et des diacres* [Committee for the Life Ministry of Priests and Deacons]. The latter is responsible, in collaboration with the Leadership Team of the Diocesan Human Resources Office, for forwarding the file to the insurer, thus acting on behalf of the Diocese, which is considered the sole guarantor of the institution that employs the priest.

## Article 3

## IN THE EVENT OF ILLNESS OR ACCIDENT

- 3.01 Members make their claims <u>directly</u> to the insurance company, according to the benefits set out in the policy leaflet provided by the insurer to each insured member.
- 3.02 The forms provided by the insurer are used for this purpose. Copies are available from the insurer.
- 3.03 Optometry and dental care are not insured. To help members meet the costs of these specialized services, the *Caisse* reimburses 50% of the costs, up to a maximum of \$5,000 per calendar year. For a higher amount, prior approval of the *Comité* is required. **Original receipts** must be sent to the Diocesan Centre to the attention of the *Caisse de compensation*; these receipts will not be returned.

- 3.04 The insurer reimburses the cost of the services of a psychologist, social worker or psychotherapist on medical recommendation up to a maximum of \$2,000 of eligible expenses per calendar year for all specialities, less the deductible. The *Caisse* reimburses 50% of the excess expenses incurred for such care up to a maximum of \$1,000.
- 3.05 The insurer reimburses the cost of the services of an acupuncturist, audiologist, chiropractor, occupational therapist, osteopath, podiatrist, chiropodist or chiropodist to a total of \$500 per calendar year, plus one x-ray per calendar year for each of the following professionals: chiropractor, osteopath and podiatrist. The *Caisse* reimburses 50% of the excess costs incurred for such care, up to a maximum of \$500.
- 3.06 The insurer reimburses the purchase of hearing aids including batteries at the time of initial purchase up to an eligible amount of \$1,000 per 60 consecutive months. The *Caisse* reimburses 50% of the excess costs incurred during the same period for the purchase of hearing aids and repairs, up to a maximum of \$2,000 per hearing aid, provided that the purchase and/or repair are not paid by the RAMQ (*Régie de l'assurance maladie du Québec*) [Quebec Medicare].
- 3.07 Claims for expenses reimbursable by the *Caisse de compensation* must be submitted no later than 3 months after the end of the calendar year. No claims will be accepted retroactively.

## Article 4 REQUESTS FOR ASSISTANCE

- 4.01 Every request must be addressed to: Secrétariat de la Caisse de compensation du diocèse
- 4.02 If some member needs more specific assistance, or feels mistreated in their requests, they can always appeal to the *Comité*, or even appeal a decision of the *Comité pour le ministère de la vie des prêtres et des diacres* [Committee for the Life Ministry of Priests and Deacons].

## Article 5

## SOURCES OF CAISSE REVENUES

- 5.01 All members, as well as their employers, are required to contribute to the costs of the *Caisse*, including the global premium paid for group health and salary insurance.
- 5.02 As each priest may only receive a single Mass offering per day, each priest pays into the *Caisse de compensation* his share of offerings for each <u>Mass of bination</u>, <u>trination</u> or more (except at Christmas, Canon 951) including those celebrated at funerals or weddings. Each priest concerned is expected to pay these offerings monthly, if not at least twice a calendar year.

- 5.03 Priests who have <u>additional income</u> (i.e., income related to the exercise of their competence) over and above the regular salary (i.e., the Diocesan remuneration provided for all priests employed by a Fabrique) pay into the *Caisse* the following proportion of this additional income:
  - a) From \$0 \$3,000: nil
  - b) From \$3,000-\$5,000: 25% of the amount exceeding \$3,000
  - c) More than \$5,000: 40 % of the amount exceeding \$5,000

This additional income must be paid into the *Caisse* at least once per calendar year.

- 5.04 Priests who receive their main <u>salary</u> from a non-ecclesiastical employer remit to the *Caisse* the <u>surplus</u> received, so that the amount remaining to them is in accordance with the salary of priests decreed annually by the Bishop of the Diocese. This surplus salary must be paid at least once per calendar year.
- 5.05 Other income comes from part of the annual collection for priestly works, interest on the capital and donations.

## Article 6 FINANCIAL YEAR

- 6.01 For revenues, benefits and financial reports, the financial year for the *Caisse* is the calendar year: January 1<sup>st</sup> to December 31<sup>st</sup>.
- 6.02 Each year, the *Comité* submits a financial report to the *Comité pour le ministère de la vie des prêtres et des diacres*. This report is available for consultation from the Chair of the *Comité* or the Secretariat by all interested members.

## EFFECTIVE DATE

The present regulation goes into effect January 1<sup>st</sup>, 2022, and repeals any previous regulation on this matter.

Given in Longueuil, January 1<sup>st</sup>, 2022.

† Claude Hamelin Bishop of Saint-Jean-Longueuil

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Jean-Pierre Camerlain, priest Chancellor

## PROCEDURAL GUIDE IN THE EVENT OF ILLNESS FOR A PRIEST UNDER 65 YEARS OF AGE

 As soon as an active priest contracts an illness certified by a doctor's note that renders him unfit for work for longer than two weeks, he must apply for sickness benefits as soon as possible at one of the regional offices of the Human Resources Centre of Canada by clicking on the link: *Find a Service Canada office*.<sup>1</sup>

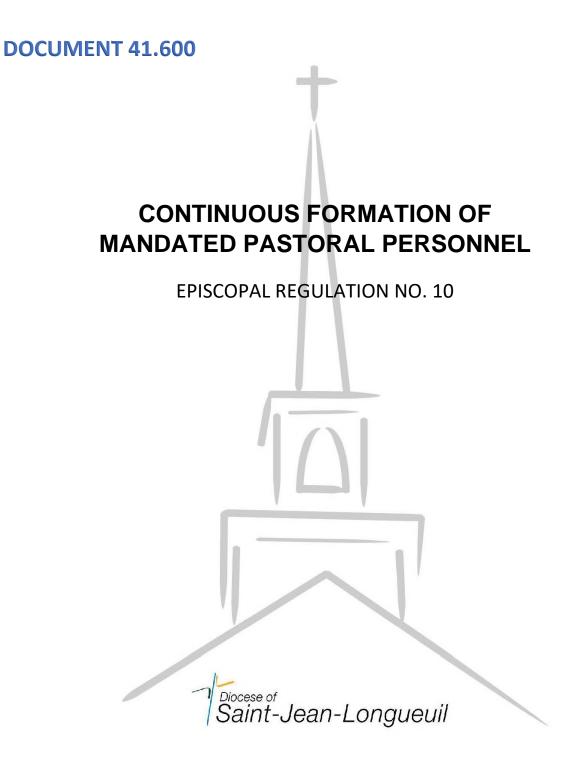
He may also contact the *Comité pour le ministère de la vie des prêtres et des diacres* [Committee for the Life Ministry of Priests and Deacons] through the Bishop's Office or the Diocesan Human Resources Office for assistance. <u>eveque@dsjl.org</u>

ressources.humaines@dsjl.org

- The employer must provide an "ROE" (Record of Employment) from the Human Resources Centre of Canada. (See the *Handbook of the Administration of Fabriques* <u>Document 23.200</u>). It should be noted that the insurable earnings include the <u>value</u> <u>of room</u> and board.
- 3. A priest who is off work due to illness and who has reached the end of the 15 weeks of health insurance benefits should inform the head of the *Comité pour le ministère de la vie des prêtres et des diacres* [Committee for the Life Ministry of Priests and Deacons]. If the case warrants consideration of partial disability, the latter will arrange for the completion of the forms provided by the insurer for this purpose. For the insurer, the **Diocese** is considered the sole guarantor for all its priests.

<sup>&</sup>lt;sup>1</sup> Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on both tabs.

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**For further information, contact:** Human Resources Office: <u>ressources.humaines@dsjl.org</u>

#### **Episcopal Regulation No. 10**

## CONTINUOUS FORMATION OF MANDATED PASTORAL PERSONNEL

#### FOREWORD

In the current context, continuous formation has become an indispensable requirement for the pastoral personnel of a Church. Therefore, considering that formation activities are an integral part of the work of those involved in the mission, the Bishop of the Diocese of Saint-Jean-Longueuil deems it appropriate to define a policy and adequate procedures to offer the members of the pastoral personnel of his Church the studies, the selfbetterment opportunities and the resourcing necessary to the exercise of their ecclesial service. All institutions that employ ordained ministers or lay pastoral agents assuming pastoral responsibilities must therefore apply this regulation for better pastoral service to communities and individuals.

In view of the importance of continuous formation, the Diocesan authorities have made the necessary arrangements to ensure that the budgets of the Fabriques and the Diocesan Centre include funds for self-betterment opportunities of their pastoral personnel<sup>1</sup>. Other employers are also invited to make provisions for this purpose.

Continuous formation takes three distinct forms:

- 1) Mandatory Activities and Sessions,
- 2) Specialized Formation
- 3) University Studies at the Graduate Level

By "<u>Mandatory Activities and Sessions</u>" should be understood the activities to which the **Bishop convenes** the members of the pastoral personnel in order to consolidate their professional and spiritual capabilities for the accomplishment of the mission entrusted to them.

For example, these formation activities usually include:

- Pastoral Days,
- Presbyteral Days,
- Parish Lay Personnel Day,
- Biennial self-betterment sessions (every two years),
- Biennial animated retreats (every two years) and the individual retreat.

By <u>"Specialized Formation"</u> should be understood the formation, training and educational activities that are part of a Plan <u>approved</u> or <u>required</u> by the Diocesan Offices to acquire a specific capability.

<sup>&</sup>lt;sup>1</sup> For an overview of these provisions, see the "Supplementary Data" Attachment.

Approved formation activities are targeted more at a broad clientele:

For example, these formation activities usually include:

- Supplementary formation sessions (catechetical formation, formation related to the highlights of the liturgy, "Thank God it's Friday" coffee meetings, etc.),
- Formation Day for support staff.

Required training activities are targeted more at specific individuals:

For example, these training activities usually include:

- Refresher training sessions (training for Chairperson of the Fabrique Meetings, missionary leadership training, etc.),
- Coordinator Training Days.

By "<u>University Studies at the Graduate Level</u>" is understood the pursuit of university academic studies at the graduate level as part of a Formation Plan approved by the Diocesan Human Resources Office.

These educational activities usually include:

• Graduate studies leading to a master's or doctoral degree. These studies will take into account, inter alia, the development of individual charisms and the needs of the Diocese, the student's research interests, their personal journey and service to the Church's ecclesial mission.

The Bishop has entrusted the *Institut de formation théologique et pastorale diocésain* (IFTP) [Diocesan Institute for Theological and Pastoral Formation] with the mandate of meeting the needs for continuous formation of all pastoral personnel (priests and laity) as well as for the technical and professional assistance personnel of the parishes and the Diocesan Centre. The IFTP is responsible for planning, organizing and ensuring the quality of the initial and continuous formation of pastoral personnel.<sup>2</sup>

With this in mind, the following are the arrangements and the procedures that should be followed to facilitate the continuous formation of pastoral personnel through the various activities outlined above.

## PURPOSE

The provisions of this Regulation are intended to facilitate the continuous formation of the pastoral personnel of our Diocesan Church. They are intended to recognize the dedication and generosity of the personnel as well as encourage the development of capabilities in the service of the mission of the Church of Christ in Saint-Jean-Longueuil.

<sup>&</sup>lt;sup>2</sup> IFPT: refer to the website of the Diocese (in French only): <u>https://www.dsjl.org/fr/institut-de-formation-theologique-et-pastorale</u>. Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on both tabs.

#### Article 1 PARTICIPATION IN MANDATORY DEVELOPMENT OR RESOURCING ACTIVITIES OR SESSIONS

#### 1.01 Description

Throughout the pastoral year, members of the pastoral personnel are **convened** to meetings for pastoral, spiritual, theological or biblical renewal or self-betterment.

#### 1.02 <u>Responsibility of the Employer</u>

An individual who participates in a mandatory self-betterment or resourcing activity or session shall continue to be remunerated for the duration of the activity by his/her immediate employer. It is the responsibility of any institution employing mandated personnel to cover the costs of participation in these activities (registration, travel, food and accommodation). As this is a directive issued by the competent authority, this provision is imperative.

#### Article 2 PARTICIPATION IN SPECIALIZED TRAINING COURSES

2.01 <u>Description</u>

Throughout the pastoral year, pastoral personnel are invited to participate in training courses approved or required by Diocesan Offices.

Authorization to participate in an **approved activity** will be granted by parish pastoral officials (parish priests, coordinators) who will ensure that they identify:

- The relevance of this in relation to the responsibility being exercised,
- The availability of pastoral personnel, according to the needs of the environment,
- A reasonable number of training activities in which the same person can participate.

Participation in a **required activity** will be addressed by the Diocesan Officer involved to the persons concerned in consultation with the parish officials. Care will always be taken to identify:

- The relevance of this activity in relation to the responsibility being exercised,
- The availability of pastoral personnel, according to the needs of the environment,
- A reasonable number of training activities in which the same person can participate.

#### 2.02 <u>Responsibility of the Employer</u>

An individual who, with the necessary prior authorization, participates in a specialized training activity or session shall continue to be remunerated for the duration of the activity by his/her immediate employer. It is the responsibility of any institution employing mandated personnel to cover the costs of participation in these activities (registration, travel, food and accommodation).

#### Article 3 THE PURSUIT OF UNIVERSITY STUDIES AT THE GRADUATE LEVEL

#### 3.01 <u>Description</u>

By "University Studies at the Graduate Level" is understood either studies for a canonical licence, a master's degree or a doctorate, or specialized studies in some field. On the recommendation of the Diocesan Human Resources Office, the Bishop sponsors an individual for further formation. The purpose of such studies is to enable the candidate to acquire the necessary knowledge to meet:

- The requirements of a specific task,
- The needs of the Diocese in a field of expertise that requires further development,
- Personal research interests,
- The needs of the ecclesial mission.

#### 3.02 <u>Procedures</u>

For a graduate study plan to be sponsored, the following steps need to be complied with:

- a) Introduction of the candidate to the Bishop by the Human Resources Officer after consultation with the relevant bodies for an in-principle approval,
- b) Development of a plan by the applicant, in collaboration with the IFTP,
- c) Presentation of the plan to the Human Resources Officer and, subsequently, submission of the plan to the Bishop for approval.

#### 3.03 Sponsoring Graduate Studies

Sponsoring such studies can only take place after a minimum of five years of continuous pastoral service equivalent to at least three years full-time. The student undertakes to work for a year as a paid employee in the Diocese one day per week during the period of study. Failure to meet these conditions will result in the student being asked to pay compensation equal to a minimum of 50% of the amounts paid by the Diocesan administration.

### 3.04 <u>Costs</u>

The person sponsored for studying is paid by the Diocesan administration for a period not exceeding one year. Travel expenses are also covered by the Diocese. Tuition fees are normally covered by a special Diocesan fund<sup>3</sup>. Scholarships will also be relied on where possible. There will be an agreement on remuneration arrangements between the Human Resources Office and the immediate employer. Other costs will be agreed upon between the Human Resources Office and the student.

## EFFECTIVE DATE

The present regulation goes into effect January 1<sup>st</sup>, 2022 and abrogates any previous regulation on this matter.

Given in Longueuil, January 1<sup>st</sup>, 2022.

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† Claude Hamelin Bishop of Saint-Jean-Longueuil

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Jean-Pierre Camerlain, priest Chancellor

<sup>&</sup>lt;sup>3</sup> See the Attachment.

#### Attachment to Episcopal Regulation No. 10

#### SUPPLEMENTARY DATA

#### **1** Provisions in the Fabrique Budget

In the annual budget estimates, an amount of money is earmarked for the employment benefits per pastoral agent under the heading *Annual updates (retreats, courses) for all pastoral personnel.* This amount, subject to review, relates to two mandatory Diocesan activities, which are fostered in alternate years: in one year, an intensive course; in the other year, a mandated retreat.

In the list of *Current and Other Disbursements,* Account 423, *Study, Session and Resource Day Expenses,* is mentioned. Expenses in this category is for all matters relating to the development of pastoral personnel, support staff, collaborators and volunteers. These are for sessions at various levels such as Diocesan or Regional pastoral days and training sessions for new churchwardens.

#### 2. A Law Concerning the Training of the Labour Force (June 22, 1995)

The purpose of this law is to improve the qualifications of the labour force, thus promoting their employment, adaptation and integration as well as their mobility. It obliges every employer whose payroll exceeds \$1,000,000 to invest an amount representing at least 1 % of its payroll in training.

The employer is offered various methods of discharging this obligation. For a survey of these methods and the conditions to be respected, you may always refer to the Human Resources Office of the Diocese.

#### 3. Financial Assistance

To support the academic development of pastoral personnel (ordained ministers, pastoral agents, collaborators, mandated volunteers), financial assistance is offered. Certain fees related to courses, which are part of a university program that is recognized and approved by the IFTP, are financed by the Diocesan Human Resources Office through a study grant and by the *Fonds Gilles-Raymond* through a scholarship. The conditions are as follows:

• For Pastoral Personnel:

The *Fonds Gilles-Raymond* is offering scholarships to cover up to 75% of the cost of **credits and registration fees only.** 

The Human Resources Office may reimburse up to 25% of the cost of credits and registration fees only.

Other study-related costs are not reimbursable.

• For Parish Volunteers:

On the recommendation of the pastor or the coordinator of parish activities, a volunteer may be reimbursed in the form of a study grant up to 50% of the cost of **credits and registration fees only.** 

	Fonds Gilles- Raymond	DHR
Parish Volunteer	50%	0%
Collaborator (1st Year)	75%	0%
Collaborator (From the 2nd Year)	75%	25%
Mandated Agent	75%	25%

In the event of withdrawal from studies or obtaining pastoral work outside the Diocese, the student will be required to repay a percentage of the financial aid received, as specified in a Memorandum of Understanding.

Notes: For all study grant recipients, there is a possibility of obtaining a tax credit for the non-reimbursed portion of the tuition fees in excess of \$100.00. Upon receipt of the T2202 "*Tuition and Enrolment Certificate*" issued by the educational institution, Schedule 11 for Revenue Canada and Schedule M for Revenue Quebec must be completed.

The following expenses are excluded: the cost of books, student union dues, and any other expenses for which an official receipt has not been issued.

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**DOCUMENT 42.100** 

# THE CATHEDRATICUM

**EPISCOPAL REGULATION NO. 3** 



#### For further information, contact:

The Diocesan Treasurer's Office – Aide aux fabriques: <u>fabriques@dsjl.org</u> The Diocesan Treasurer: <u>econome@dsjl.org</u>

## **Episcopal Regulation No. 3**

## THE CATHEDRATICUM

#### INTRODUCTION

The Cathedraticum is the share that each Fabrique, in application of the Universal Law of the Church (Code of Canon Law, Canon 1263), is called to pay to the Diocesan administration. This is to cover the expenses incurred by the Bishop and his immediate collaborators for services rendered to the whole Diocese and to the regions, as well as for participation in various ecclesiastical bodies (Holy See, CCCB, AQCB, Ecclesiastical Tribunal of Montreal).

The Cathedraticum, Diocesan income from investments and the Bishop's Annual Fundraising Campaign are the primary sources of revenue to fund the Diocesan administration.

#### OBJECTIVE

This regulation serves to determine the contribution required from the Fabriques on the basis of their income, this contribution being known and referred to as the **Cathedraticum**.

#### Article 1 NON-EXEMPT RECEIPTS

- 1.01 With the exception of the receipts listed in Section 2 of this regulation, the cathedraticum is applied to all recurring and non-recurring receipts of the Fabriques.
- 1.02 Revenues from a Parish Mutual Aid Committee, such as a *comptoir familial* [Family Assistance Counter] (furniture, thrift store), food aid or collective kitchens, are subject to the Cathedraticum. However, expenses related to this Committee are deductible (see section 3.01-6). To facilitate the calculation of the Cathedraticum, it is recommended that the Fabrique record the revenues and expenses of the Parish Mutual Aid Committee in a <u>special account</u> in the Annual Report.

## Article 2 EXEMPT RECEIPTS

- 2.01 The Cathedraticum is not applicable to receipts from the:
  - 1. Sales of *Living with Christ*,
  - 2. Room and Board of priests,
  - 3. Reimbursement of salaries originating from another Fabrique or the Diocese,
  - 4. Reimbursement of expenses (ref. *The Handbook for the Administration of Fabriques, HAF* <u>Document 31.500</u>, Account 354),
  - 5. Rebates and Claims paid by insurance (fire, theft),
  - 6. Donations and grants received from the CEFF (*Caisse d'entraide financière des fabriques*) or directly from another Fabrique, as well as gifts in kind or services,
  - 7. Parishioners' contributions to the APD (Association paroisse-diocèse),
  - 8. Special Collections, as stipulated in Episcopal Regulation No. 4 "Special Collections" (ref. HAF <u>Document 42.200</u>),
  - 9. Investment Redemptions,
  - 10. Loans,
  - 11. Cemetery on the condition that its administration is separate from the Fabrique's and that a Detailed Report is presented annually to the Diocesan Treasurer's Office Aide aux fabriques.

#### Article 3 DEDUCTIONS

- 3.01 Any Fabrique may deduct from its total annual non-exempt receipts the amounts of money retained and used by it during the year to:
  - 1. <u>Donate</u> to the CEFF (*Caisse d'entraide financière des fabriques*) (ref. HAF <u>Document 32.500</u>), to the *Funding for the Catechesis and Catechumenate Initiative* (ref. HAF <u>Document 42.500</u>), to another Fabrique or to the Diocese.
  - 2. Pay for the costs related to the organization of World Youth Day (WYD).
  - 3. Pay for the cost of <u>construction</u> of any new building intended for use as a chapel, church, presbytery or premises that will be used for pastoral activities as per the terms and conditions specified in the <u>Attachment</u> of this Regulation provided that:
    - a) Claims are made over a period not exceeding five (5) years after the date construction work started,

b) This project has received, before the beginning of the work, the Diocesan authorizations required by an *Act respecting fabriques* and/or by the Diocesan regulations in force.

If the sum of the deductible amounts for construction exceeds the total nonexempt receipts for the year, the excess is retained for deduction from subsequent years' receipts until it is exhausted.

On the other hand, if the Fabrique borrows money to pay for part of the cost of construction, the payment for the construction equivalent to the amount borrowed will not be deductible. Instead, the repayment of the loan will be deductible (see Article 3.01-5).

- 4. Pay for the cost of a <u>major renovation</u> of any building owned by it, on the terms and conditions specified in the <u>Attachment</u> to this Regulation, provided that:
  - a) The cost of the renovation is greater than twenty percent (20%) of the current year's ordinary non-exempt receipts and/or greater than \$100,000 (whichever is less),
  - b) That this project has received, before the beginning of the work, the Diocesan authorizations required by an *Act respecting fabriques* and/or by the Diocesan regulations in force.

Notwithstanding the above in 4a), a deductible major renovation expense may be incurred over more than one fiscal year upon agreement with the Diocesan Treasurer.

On the other hand, if the Fabrique borrows money to pay for part of the cost of a major renovation, the payment for the construction equivalent to the amount borrowed will not be deductible. Instead, the repayment of the loan will be deductible (see Article 3.01-5).

- 5. Pay the cost of debt service (principal and interest related to the costs defined in Articles 3.01-3 and 3.01-4) on the following terms:
  - a) The loan has received the required Diocesan authorizations,
  - b) There is an actual decrease in the total amount of debt of the Fabrique.
- 6. Pay the expenses related to the *Comité d'entraide paroissial.* (See Article 1.02.)
- 3.02 Obviously, a Fabrique cannot benefit at the same time, for the same file, from an exemption from the Cathedraticum on receipts and a deduction for expenses.
- 3.03 As cemetery receipts are exempt from the Cathedraticum, no deduction will be allowed for construction or major renovations of cemetery buildings or grounds.

## Article 4 CONTRIBUTION RATE

4.01 The rate of the Cathedraticum is seven-point seven percent (7.7%) of the Fabrique's non-exempt receipts.

## Article 5 REMITTANCE OF THE CONTRIBUTION

- 5.01 Upon receipt of the Fabrique's Annual Report, it is the responsibility of the Diocesan Treasurer's Office Aide aux fabriques to issue a Statement of Account specifying, for the fiscal year that has ended, the balance of the Cathedraticum to be paid by the Fabrique or the balance of the overpayment to be reimbursed by the Diocese. Any balance due is to be paid with the next instalment of the Cathedraticum and any overpayment will be returned to the Fabrique with the Statement of Account.
- 5.02 On the same Statement of Account described in Article 5.01, the Fabrique is informed of the amount of the Cathedraticum to be paid in the new year. The Cathedraticum is to be paid in twelve (12) monthly instalments to the Diocesan Treasurer's Office Accounting, using the Monthly Report form. (Ref. HAF Document 31.700.)

## Article 6 INTERPRETATION

6.01 It is the responsibility of the Diocesan Treasurer to interpret these regulations and their application.

## EFFECTIVE DATE

The present regulation goes into effect January 1<sup>st</sup>, 2022 and abrogates any previous regulation on this matter.

Given in Longueuil, January 1<sup>st</sup>, 2022.

† Claude Hamelin Bishop of Saint-Jean-Longueuil

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Jean-Pierre Camerlain, priest Chancellor

#### **Attachment to Episcopal Regulation No. 3**

#### CATHEDRATICUM – TERMS AND CONDITIONS OF APPLICATION

#### A - DEFINITION OF THE TERM "CONSTRUCTION"

For the purposes of this Regulation, "construction" is understood to mean:

- 1) The building of an edifice,
- 2) A major addition to an edifice that costs more than one-third of the insured value of the edifice itself,
- 3) The purchase of an edifice.

#### B - COST OF CONSTRUCTION (Ref. HAF <u>Document 43.100</u>)

This legislation includes in the cost of construction the following expenses:

- 1) The purchase of the land if not already in the possession of the Fabrique,
- 2) The general contract for the construction,
- 3) Architectural and engineering fees,
- 4) The initial essential furnishings of the church, the presbytery and any other premises used for pastoral purposes,
- 5) Additional work not included in the general contract: landscaping including earthworks, turfing, tree or shrub planting, etc. Such work shall be approved by the Bishop prior to its execution, for inclusion in the construction project.

#### C - DEFINITION OF THE TERM "MAJOR RENOVATION" (Ref. Document 43.100)

For the purposes of this Regulation, the term "**major renovation**" includes any, a range of or all the following in a <u>single project</u>:

- 1) Improvements, alterations, restoration of an existing edifice other than in a cemetery, including architectural and engineering fees. This also includes the previously performed Edifice Condition Report,
- 2) Partial reconstruction of a damaged edifice other than in a cemetery,
- 3) Major modifications to a heating system,
- 4) The purchase and installation of stained-glass windows and illumination systems for the façade of the church and the presbytery,
- 5) Major improvements made to ensure better security for the public and the Fabrique's buildings (e.g., an alarm system),
- 6) Installation of a fire detection or sprinkler system,
- 7) The significant and adequate improvement of the sound system in a place of worship.

Section 40

**DOCUMENT 42.200** 

# SPECIAL COLLECTIONS

**EPISCOPAL REGULATION NO.4** 



## For further information, contact:

The Diocesan Treasurer's Office - Aide aux fabriques: fabriques@dsjl.org

### **Episcopal Regulation No. 4**

## SPECIAL CLLECTIONS

#### INTRODUCTION

As co-responsible members of the Church's Mission, Christians are invited to participate in the financing of Diocesan, national and universal pastoral activities. Annually, the faithful of the Church of Saint-Jean-Longueuil are solicited by means of a certain number of special collections. It is an opportunity for all of us to become aware, on a regular basis, of the diverse needs of the Church. When this type of participation in the life of the Church is explained properly to the members of the Christian communities and when these members are thoroughly informed of the importance of the objectives pursued through these special collections, the result is a witnessing in the Church that is very concrete and very evangelical.

Carried out in this spirit, the special collections do not appear especially to be compulsory, although they are in all churches and other places of worship. Where the Annual Parish Contribution (APC) has been instituted, it is normal that a percentage of the money thus received is forwarded for each of the special collections. Religious institutions for their part are also invited to contribute to the special collections of the Diocese. Unless exceptions are made, these collections shall be taken on the dates indicated annually in the Appendix of this Regulation.

With the goal of helping the parish leadership to refuse all sorts of requests and to avoid abuses that could occur to the detriment of the Christian communities, any other collection whose revenues would be destined for purposes other than the financial support of the Fabriques is not authorized. If, by way of exception, those in charge deem it opportune to take up such a collection, they must obtain prior written authorization from the Bishop. In such a case, the proceeds from the collection shall, after a proper accounting, be entirely remitted to the intended beneficiaries of this special collection.

In the case of special collections, except for the one dedicated to Development and Peace, the proceeds from them are to be sent to the Diocesan Treasurer's Office – Accounting (through the Monthly Report, ref. HAF <u>Document 31.700</u>), who will forward the money to the intended recipient.

#### PURPOSE

This Regulation specifies the categories of special collections, the list of these categories and the manner of calculating the amounts of money payable to the Diocesan Treasurer's Office – Accounting, unless otherwise specified.

#### 1.1 Ordinary Type of Special Collection

There are eight special collections; the percentage of the money being remitted is the same for every Fabrique.

#### 1.2 Particular Type of Special Collection

This refers to a special collection the proceeds of which are allocated to mission support in various ways at the discretion of the parish leadership and the religious communities or organizations concerned.

#### 1.3 Lenten Alms

Lenten Alms are not necessarily taken up as a collection. This is more an act of *sharing*, something that can be done at various times in Lent and is the equivalent of a day's work. These offerings are received within the framework of the annual campaign of Development and Peace, a campaign designated as *Share-Lent*.

#### Article 2 LIST OF SPECIAL COLLECTIONS

#### 2.1 <u>Ordinary Type</u>

#### 2.1.1 Formation and Support of the Laity:

The concern for providing support and formation to the laity is well rooted in the tradition of our Diocesan Church. Thus, since 1982, the IFTP (*Institut de formation théologique et pastorale*) has been pursuing the mission of offering pathways of formation aimed at both pastoral volunteers and agents as well as baptized persons, generally speaking, who are seeking spiritually, biblically, pastorally or theologically. At the same time, being a hub for resource and faith education, a forum for reflection and discussion, and a study community, the IFTP contributes to delineating paths of meaning and service at the heart of the Christian communities of Saint-Jean-Longueuil. The IFTP fosters the emergence of people who are eager to respond to the call of their baptism, who feel truly co-responsible for the existence and work of the Church.

This special collection is therefore an opportunity to make all the faithful aware of the constant concern for the formation of the laity and to invite them to support, by their prayers and donations, this effort of our Diocesan Church.

2.1.2 <u>Holy Land</u>: This collection takes place during the Good Friday service. Its purpose is to be used for the upkeep of holy sites and, more generally, to support the churches in the Holy Land. Over the last few years, the situation of these churches has deteriorated greatly. Our commitment to peace, our duty of solidarity with our Christian sisters and brothers residing in these places invites us to a gesture of sharing which recalls the commitment that Saint Paul once made to the poor brothers and sisters of the Churches in Palestine.

- 2.1.3 <u>Vocations:</u> This collection takes place on the 4th Sunday of Easter and its aim is to support our Church in the efforts being expended to develop a culture of vocations and, in particular, to foster the awakening of vocations to the ordained ministry and consecrated life.
- 2.1.4 <u>Pope's Pastoral Works</u>: This collection has as its objective the support of the Pope in the exercise of his ministry, as head of the college of bishops, of proclaiming with them to the whole world the Good News of salvation and of supporting the poorer Churches in the fulfilment of their mission. It usually takes place on the 6th Sunday of Easter.
- 2.1.5 <u>Priestly Works</u>: particularly to help priests in need, either directly, or through the *Caisse de Compensation du diocèse*. This collection takes place on the 2nd or 3rd Sunday of June.
- 2.1.6 <u>Needs of the Church of Canada (CCCB) and of the Church of Quebec</u> (AQCB): This collection (on the last Sunday of September) allows us to collect part of the money necessary to ensure the annual contribution of our Diocesan Church in support of the two organizations that allow it to live in communion nationwide. These two organizations are the CCCB (Canadian Conference of Catholic Bishops), at the Canadian level, and the AQCB (Assembly of Quebec Catholic Bishops), at the Quebec level. These two organizations render invaluable services to the life of the Church in Canada and Quebec.
- 2.1.7 <u>Evangelization of Peoples</u>: Every year, usually on the next-to-last Sunday of October, within the framework of the World Day of Missions, a special collection is held to support the evangelization of peoples across the world.
- 2.1.8 <u>Diocesan Offices</u>: The Diocesan Offices are at the service of all parishes and all members of the Diocesan Church. Parish support for Diocesan Offices stands as a gesture of solidarity. The best way for the Fabriques to contribute to the support of these services is to actively participate in the APD (*Association paroisse-diocèse* - see HAF <u>Document 32.300</u>) as part of the fundraising campaign. When a Fabrique reaches the suggested target for its participation in the APD, the special collection becomes optional for it. Otherwise, if the suggested target has not been reached, then the collection in support of Diocesan Offices becomes a concrete way to make some contribution, however modest, to the support of these services. In all circumstances, this collection (held in mid-November) is a means of ensuring more substantial support for the existence and maintenance of dynamic and effective Diocesan Offices.
- 2.19 <u>Truth and Reconciliation with Indigenous Peoples:</u> Following the recommendations of the Truth and Reconciliation Commission of Canada, the Canadian Catholic Bishops have established the Bishops' Indigenous Reconciliation Fund. Each diocese is invited to establish the Fund for a period of five years. The money raised will provide stable funding for

initiatives in healing and reconciliation, language and cultural revitalization, and education. This quest will run for a period of five (5) years, from 2022 to 2026, and will be held on the nearest date prior to the September 30 holiday. During this period, the collection for CCCB and AQCB purposes (see 2.1.6) is moved up to the end of August.

### 2.2 <u>Particular Type</u>

(For religious communities of the Diocese)

This particular collection is taken up on the occasion of a visit from a missionary. Such a visit occurs every 12 or 24 months, according to a schedule established jointly by the Diocesan representative for missionary pastoral care, a missionary community or organization authorized to make such a visit and the leadership of the parishes concerned. A special collection responding to the needs of the missionary community or organization is usually part of the activities planned for these missionary visits.

#### 2.3 Lenten Alms

Donations in cash given during *Share-Lent* are remitted directly to Development and Peace for projects being put forward in Third World countries by this organization created by the CCCB.

#### Article 3 CALCULATION OF THE AMOUNTS DUE

#### 3.1 Where there is a <u>Sunday collection</u>

- 3.1.1 In the case of an ordinary special collection (including Good Friday): the Fabrique is to send three fifths (3/5) of the amount collected through whatever form of collection used.
- 3.1.2 <u>In the case of a particular special collection</u>: the Fabrique is to send the parishioners' <u>donations</u> or the <u>surplus</u> above the amount usually collected at that time of year when the religious community or the missionary organization contacts a parish assigned to them.

#### 3.2 Where the <u>Annual Parish Contribution</u> (APC) is in use

3.2.1 In the case of an ordinary special collection (including Good Friday): the amount for each of the <u>ordinary special collections</u> must equal six tenths of a percent (0.6%) of the total receipts (APC + collections + parish dues, as the case may be) of the previous year; this applies to all special collections including the one on Good Friday for the Holy Land. The Diocesan Treasurer' Office - Aide aux fabriques is responsible for confirming the lump sum due, calculated directly from the Fabrique's Annual Report.

3.2.2 In the case of a particular special collection: the amount allocated to religious communities or missionary organizations is six tenths of one percent (0.6%) of the previous year's total contribution, unless it is deemed preferable to use another method of collection.

## Article 4 DATES FOR COLLECTIONS

#### 4.1 <u>On the Sundays set in advance</u>

It is advisable that the special collections should be undertaken at the same time in each of the Christian communities of our Diocesan Church. In fact, it may happen that the *Service de coordination de la pastorale diocésaine* has prepared a Sunday liturgy kit or that national or worldwide publicity has been issued for a particular Sunday. It is therefore a matter of coordination at the Diocesan, national or world level and a witness of communion among the Churches nationwide or worldwide.

#### 4.2 List of dates

The list of dates is appended to this Regulation, and this will be brought up to date annually.

#### EFFECTIVE DATE

The present regulation goes into effect on January 1<sup>st</sup>, 2022 and abrogates any previous Episcopal Regulation on this subject.

Given in Longueuil, January 1<sup>st</sup>, 2022.

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† Claude Hamelin Bishop of Saint-Jean-Longueuil

Jean Vierre Camerlein V. É.

Jean-Pierre Camerlain, priest Chancellor

## Attachment to Episcopal Regulation No.4

		2025	2026	2027	2028
1	Formation and support of the laity	Jan. 19	Jan. 18	Jan. 17	Jan. 16
2	Lenten Alms (1)	Feb Apr.	Feb Apr.	Feb Mar.	Feb Mar.
3	Holy Land	Apr. 18	Apr. 3	Mar. 26	Apr. 14
4	Vocations	May 11	Apr. 26	Apr. 18	May 7
5	Pope Pastoral Works	May 25	May 10	May 2	May 20
6	Priestly works	June 22	June 21	June 20	June 18
7	Needs of the churches of Canada (CCCB) and of Québec (AÉCQ)	Aug. 31	Aug. 30	Sept. 26	Sept. 24
8	Truth and Reconciliation with Indigenous Peoples	Sept. 28	Sept. 27		
9	Evangelization of peoples	Oct. 19	Oct. 18	Oct. 24	Oct. 22
10	Diocesan Services (2)	Nov. 16	Nov. 15	Nov. 21	Nov. 19

- (1) Lenten Alms: Donations to be sent directly to Development and Peace (1425 René-Lévesque Blvd., West, Montreal H3G 1T7)).
- (2) The collection for Diocesan Services is maintained in the calendar of special collections. It is optional for a Fabrique that has reached the objective of the APD (Association Paroisses-Diocèse) (5 % of the total of collections), parish dues and/or the APC. It is mandatory for a Fabrique that has not reached that objective. Three fifths (3/5) of the amounts received in this collection (or the lump sum for a Fabrique resorting to the APC) are paid, on behalf of each of the parishes, to the Diocesan Corporation and are considered to be a participation of the parish concerned in the APD.

Every 12 or 24 months, each Christian community of the Diocese, in conjunction with the Diocesan representative for missionary ministries and the religious community or missionary organization concerned, will organize a missionary visit including a homily and a particular special collection intended for the support of that religious community or missionary organization in its missionary activity. This visit takes place between September and June, on a date set jointly by the leadership of the Christian community, the Diocesan representative for missionary ministries and the religious community or missionary organization. The money offered at this collection is usually received in envelopes provided by the visitors. In the case of an Annual Parish Contribution, reference may be made to Episcopal Regulation No. 4, Article 3.2.

Section 40

**DOCUMENT 42.300 MASS OFFERINGS EPISCOPAL REGULATION NO. 11** Diocese of Saint-Jean-Longueuil

#### For further information, contact:

The Diocesan Treasurer's Office – Aide aux fabriques: fabriques@dsjl.org

## **Episcopal Regulation No. 11**

## **MASS OFFERINGS**

#### PURPOSE

This Regulation specifies the detailed rules concerning mass offerings.

#### Article 1 ANNOUNCED AND UNANNOUNCED MASSES

- 1.01 An <u>announced</u> Mass is a community Mass celebrated in a church or public oratory, appearing in a parish bulletin or on a public notice, where the intention of the Mass and the day and time of its celebration are indicated.
- 1.02 An **unannounced** Mass is any other Mass that is assimilated to Low Mass or a recited Mass.

#### Article 2 MASS OFFERINGS

#### 2.01 Purpose of the Offerings

With an offering, the faithful ask that the Mass be celebrated for the **intentions submitted** and at the same time contribute to the **good of the Church** by participating in its functions of supporting the works, organizing worship and maintaining the services. This tradition of the Church does not in any way take away "from the priest the possibility of celebrating without receiving offerings for particular motives of piety or charity" (Presentation of the Motu Proprio "Firma in Traditione", see the review Documentation catholique [1974]). For more information, refer to Official Communiqué No. 10 that appears in an Attachment.

#### 2.02 <u>Setting and Distributing the Offerings</u>

The Provincial Council or the Assembly of Bishops of an ecclesiastical province is responsible for setting the amount of Mass offerings to be given to every secular priest and religious priest (Canon 952). The distribution of the offering in the case of an announced Mass is in accordance with the Diocesan norms of the place where the Mass is celebrated (Ref. *Canonical and Pastoral Guide for Parishes*.)

#### 2.03 Diocesan Legislation

In our Diocese, the legislation concerning Mass offerings currently in force is contained in this Regulation.

#### 2.04 Consultation

The rates and the arrangements for their distribution have been the subject of consultation with the *Conseil presbytéral*, the *Comité des affaires financières des prêtres*, the *Conseil diocésain des affaires économiques* and some other individuals.

The bishops of Inter-Montreal are unanimous in saying that a common policy in this area can only be beneficial, but that it should allow for differences in the distribution of the funds collected.

#### Article 3 PLACE OF CELEBRATION OF AN ANNOUNCED MASS

3.01 All announced Masses must be celebrated in a **parish church** or other parish gathering place. The local Ordinary may authorize those in charge of public or semi-public oratories to accept and celebrate announced Masses in such places, provided a written request has been made to the Ordinary.

## Article 4 CELEBRATION OF MASS

- 4.01 **Under no circumstances** may a priest **receive more** than the offering of **a single Mass** for each Mass celebrated, whether it is an announced or unannounced Mass (Canon 951).
- 4.02 A priest is **prohibited** from accepting **multiple Mass offerings** in the celebration of a single Mass, even if the donors so request or consent to it. This directive is based on Canon 947, which states that "*any appearance of tracking or trading is to be excluded entirely*..." (see Article 7.)
- 4.03 At a **concelebration** in a parish church or in authorized public churches and oratories, it is permissible for each concelebrating priest to accept the offering of an **announced Mass**. If it is a <u>funeral</u>, however, it must be for the intention of the deceased.
- 4.04 At any **concelebration** of Mass, each concelebrating priest may accept the offering of an **unannounced Mass**.

## Article 5 MASS PRO POPULO

5.01 The parish priest, moderator or parish administrator must celebrate a Mass *pro populo* entrusted to them **every Sunday** and on every **holy day of obligation**. In case of impediment, he may have another priest celebrate this Mass on those days or exceptionally celebrate it himself on another day. An offering is to be made to the priest who celebrates the Mass *pro populo* (see Article 9.3b). This Mass is recorded in the parish bulletin or on a public notice.

5.02 When a priest has the **pastoral care of several parishes**, he may celebrate a single Mass *pro populo* for all the faithful of the parishes. He will, however, receive only one offering.

## Article 6 BINATION AND TRINATION MASSES

6.01 A priest may keep for himself the offering of only one Mass per day. Offerings for bination and trination Masses (i.e., the celebration of a second or third Mass on the same day) must be given to the Caisse de compensation du diocèse. Religious priests may give the offerings of these Masses to their own religious community.

#### Article 7 CUMULATION OF OFFERINGS

#### 7.1 <u>Background</u>

The Holy See, through the Congregation for the Clergy, issued a decree on February 22, 1991, allowing, under certain conditions, the cumulation of several Mass offerings and the celebration of only one Mass for a single "collective" intention.

The official text of the decree was published on May 6, 1991, in the *Acta Apostolicae Sedis*. The Apostolic See asks each bishop to make clear the content of the decree, which may raise certain ambiguities. It therefore seems necessary to indicate here the rule to be followed in this matter<sup>1</sup>.

#### 7.2 <u>Discipline in Effect</u>

The decree of the Congregation for the Clergy takes care to recall that the discipline contained in canons 945 to 958 of the Code of Canon Law remains in force.

It reiterates, in particular, the provision of Canon 948 requiring that, "separate Masses are to be applied for the intentions of those for whom a single offering, although small, has been given and accepted."

The decree also calls for compliance with Canon 947, which prescribes the avoidance of anything resembling tracking or trading in the offering of Masses.

In Quebec, since time immemorial, the discipline of Mass offerings has been an exception to the general rule that all Mass offerings are to be used to support the ministers of the Church (Canon 946). Thus, we have in our communities two categories of Masses:

- The announced Mass, where only part of the offering goes to support the ministers, and,
- The Unannounced Mass.

<sup>&</sup>lt;sup>1</sup> It should be noted that these are mass offerings and not "fees"; offerings are not subject to income tax.

### 7.3 <u>Practical Instructions for the Diocese</u>

In accordance with the Episcopal Decree for the application of the Mass celebrated with a single collective intention, presented in Official Communique No. 11 and which came into effect on January 1, 2008, the Bishop allows parish priests or moderators in the Diocese to use the so-called collective intention, that is, to celebrate a Mass with a single intention uniting the petitions and offerings of several persons. In order to do so, certain <u>conditions must be rigorously</u> <u>observed</u>, conditions which are found in the wording of the decree attached hereto and forming an integral part of this Regulation.

## Article 8 RATES FOR MASS OFFERINGS

(Sunday Masses)

8.01 The offering for an **Announced Mass** is **\$15** and should be allocated as follows:

•	<u>Weekday</u> :	\$8	to the Celebrant to the Fabrique to the Diocese
•	Weekend:		\$5 to the Celebrant

8.02 The offerings for an <u>Unannounced Mass</u> or a <u>Mass pro populo</u> are **\$5** and should be totally remitted to the Celebrant.

\$10 to the Diocese<sup>2</sup>

8.03 In accordance with the Episcopal Decree on the sharing of collections at funerals, presented in Official Communique No. 15<sup>3</sup>, which came into effect on January 1, 2009, the collections at **Funeral Masses** will be divided into two amounts<sup>4</sup>: the first amount corresponding to **25%** of the collection will go to Mass offerings for the deceased, and the second amount equal to **75%** of the collection will go to the Fabrique for its pastoral needs (in particular, the remuneration of pastoral personnel). Before taking up the collection, care should be taken to inform the parishioners and those attending the funeral Mass of the purpose of the collection (not the distribution).

<sup>&</sup>lt;sup>2</sup> The diocese remits most of the amount from Mass offerings to the *Caisse de compensation des prêtres* (ref. HAF <u>Document 41.500</u>). For more information, please refer to the attached Official Communiqué No. 10.

<sup>&</sup>lt;sup>3</sup> The Episcopal Decree respecting the sharing of a collection at a funeral is available on request.

<sup>&</sup>lt;sup>4</sup> To simplify the bookkeeping, the share being remitted to the Mass Account might be done in multiples of \$15.

## Article 9 MASS ACCOUNT

## 9.01 <u>Necessity</u>

All Parish Fabriques must have a **Mass Account**.

Only the priest in charge (parish priest, priest-moderator or parish administrator) is **responsible** for the Mass Account.

## 9.02 Mass Offerings Register

Announced Masses must be recorded in a specially designed register, on the date each is received and with a serial number assigned to each one.

## 9.03 Administration

- a) The amounts received for mass offerings must be deposited in an Account **solely intended for this purpose**.
- b) At the start of each year, a Fabrique will transfer to the Mass Account an amount for the fifty-four **pro populo** Masses (one mass each Sunday, one at Christmas and at New Year's).
- c) The priests in charge will avoid accumulating too much cash from mass offerings in the presbytery.
- d) A **special bank account** must be opened for this purpose in a financial institution, with the designation of "Masses for the Parish of...".
- e) Any **interest** earned in this bank account will be used annually for celebrating Announced Masses for the Intentions of Parishioners.
- f) The priests in charge will remit daily, weekly or monthly, as applicable, the share of the offerings of the celebrated Masses that goes to the Celebrants, the Fabrique and the Diocese.
- g) Priests in charge should be careful not to keep a **surplus of Masses** in their parish that exceeds the possibilities of celebration in **a year** (Canon 953). They are urged to send this surplus to the Diocesan Centre, taking care not to upset the donors. They should also be careful to inform their Christian community that these Masses will be celebrated in other parishes of the Diocese where priests are short of Mass intentions.
- h) In turn, a parish that **lacks Mass intentions** may contact the Diocesan Centre, which will try to respond as equitably as possible to requests.
- i) The <u>Document 31.500</u> from the *Handbook for the Administration of Fabriques* provides further information on the **administration** of this Account.

## EFFECTIVE DATE

The present regulation goes into effect January 1st, 2022 and abrogates any previous regulation on this matter.

Given in Longueuil, January 1st, 2022.

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† Claude Hamelin Bishop of Saint-Jean-Longueuil

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Jean-Pierre Camerlain, priest Chancellor



## Official communiqué 11

## DECREE On the application of Mass celebrated For a sole collective intention

WHEREAS the Holy See<sup>5</sup>, introducing an exception to the canon law in force on Mass offerings, has authorized, under specified conditions, the accumulation of several offerings in a single offering for a single Mass celebrated for a sole intention designated as «collective»;

CONSIDERING that it has become practically impossible to discharge all the individual mass intentions of the faithful because of the consolidation of parishes, of the multiplicity of places of worship and of the decrease in the number of priests;

CONSIDERING that it is very difficult to satisfy the faithful who wish to have a mass celebrated for a particular intention on a specified date;

CONSIDERING that it is necessary to avoid the accumulation and recognition in a single Mass of Mass intentions originally accepted on an individual basis, which would violate the law of the Church<sup>6</sup>;

CONSIDERING that the authorized experience in two parishes of the application of Mass celebrated for a sole collective intention in conformity with Church legislation has proven to be positive and that it also allows the intentions of less fortunate persons to be taken into account;

CONSIDERING the unaltered obligation to celebrate a Mass « *pro populo* » (for the intentions of the parishioners) in every parish;

CONSEQUENTLY, taking the advice of the Presbyteral Council and conforming to article 6 of the Decree *Mos jugiter obtinuit* of the Congregation for the Clergy, I decree as follows :

1. I permit pastors and moderators of the parishes of the Diocese of Saint-Jean-Longueuil to avail themselves of the authorization given by the Holy See to use the intention termed collective, in effect to celebrate a Mass with a single intention uniting the requests and offerings of more than one person;

<sup>&</sup>lt;sup>5</sup> CONGREGATION FOR THE CLERGY, Decree Mos jugiter obtinuit, February 22, 1991, CD87 (1991) 431-432.

<sup>&</sup>lt;sup>6</sup> CODE OF CANON LAW, c. 948.

- 2. The following conditions must be scrupulously observed:
  - a) the faithful shall be informed of this possibility, in the parish bulletin and from the pulpit;
  - b) the donors shall be expressly advised in advance and shall give their consent to the joining of their intention and their offering to those of other persons for the celebration of a single Mass;
  - c) the offering given for this celebration shall be left to the discretion of the donor;
  - d) the celebration of the Mass with a collective intention shall be announced publicly, with the day and the hour, and shall not take place more than once a month at any place of parish worship and preferably during the week; the announcement in the parish bulletin shall say only «Mass for collective intention», without any other specification;
  - e) nevertheless, the intentions that constitute the collective intention may be written on a sheet of paper or in a notebook that can be placed in front of the altar before the beginning of the celebration;
  - f) the priest-celebrant may retain only the sum of \$5 and the remainder of the offering is divided between the Fabrique and the Caisse de compensation for priests in the same proportion as the other Mass offerings during the week;
  - g) the application of the collective intention means no change in the obligation to celebrate the Mass *pro populo* every Sunday nor in the possibility of the faithful having individual Masses celebrated for their intentions.

The present decree abrogates the previous dispositions set forth in the Handbook of Fabrique Administration and it will go into force on January 1<sup>st</sup>, 2008.

Done and signed at Longueuil, this 26<sup>th</sup> of November, 2007.

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+ Jacques Berthelet, C.S.V.Bishop of Saint-Jean-Longueuil

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Jean-Pierre Camerlain, priest Chancellor

## Official Communiqué 10



## **MASS OFFERINGS**

A Commentary on the Diocesan Regulation (Episcopal Regulation No. 11 – Document 42.300)

For some time now questions have been raised about Mass offerings. We are asked why Mass intentions could not be combined to accommodate persons wishing to have a Mass celebrated on a specific date. Due to the shortage of priests, it is not possible, in some communities, to respond to the requests, and so people would like to know why a Mass cannot be celebrated for a number of intentions. Moreover, inasmuch as the financial situation of several parishes is precarious, we are asked why the proportion allowed to parishes for funeral masses may not be increased. It is in response to these inquiries that I propose the following reflections to complement the explanations already provided in the "Handbook for the Administration of Fabriques".

#### The Meaning of Mass offerings

Since apostolic times the faithful have brought their offerings to Eucharistic celebrations. First it was bread and wine, then to support the celebrants and the poor. In time, this custom of presenting the offerings was adapted to the cultures of the country and the times. Now it is most commonly done by a gift of money. But the offering presented always remains the sign of the union of the faithful with the offering of Christ to his Father. The most basic offering is therefore the offering of oneself, the communion with the offering of Christ. On the other hand, the celebration of the Mass, in the mind of Christ and of the Church, is above all "for the glory of God and the salvation of the world". Even therefore if a Mass is celebrated for a particular intention, this intention does not exclude the offering of this celebration for the intention of all the faithful, in particular for those who are participating in it. The intention proposed by an individual still allows the assembled congregation to pray for this intention and the participation of the faithful, notably of the person proposing the intention, enables the Eucharistic event to bear more fruit. The offering itself is an act of charity. The offering rendered by one person for a particular intention thus retains its full value.

#### The Reasons for a Regulation Concerning Mass Offerings

It is because of the sacred nature of the Eucharist that the Church does not wish this Sacrament par excellence, to be associated with any intentions which would appear to place emphasis on monetary value; nor should the Church lay itself open to criticism due to any appearance whatsoever of profit, simony, commercial gain or trade.

#### Offerings and not Stipends

It is undoubtedly in this perspective that the "Code of Canon Law" of 1983 modified the expression used in the Code of 1917 by speaking of Mass offerings rather than Mass stipends. This change enables us to see that the offering is not a remuneration for a service rendered or a payment in exchange for the celebration for the intention of the donor. It is purely a matter of a gift, of an offering. And it is to avoid regarding this offering as a remuneration that the priest may receive only one offering a day, even if he celebrates more than one.

#### For the Support of the Priest

Mass offerings are also not a disguised source of revenue for the parish. They are traditionally designed for the support of the priests. Priests do have a salary, but it is a modest salary. They are responsible for providing their own liturgical vestments, and the instruments necessary or useful for the preparation of the celebrations, and for their continuing education.

#### To Help the Parish Cover Services Performed by the Priest

When, during the week, a portion of the offering for an announced Mass (\$8) is allocated to the parish, it is to help the parish to cover the costs of the cult (wine, hosts, candles, decorations, choir, hymnals) and even of part of the salaries of pastoral staff and of the premium for their pension plan. It is the same with the portion of the collection taken at funerals. The Sunday collection, the parish dues and the voluntary contributions are for other expenses of a parish: salaries, building maintenance, etc. It is by these latter contributions, and not by Mass offerings, that the financing of a parish has to be assured.

#### To Help the Diocese to Assume the Costs Pertaining to the Support and to the Retirement of Priests

We are asked why a portion of the offering is allocated to the diocese (\$2 from an announced Mass during the week and \$10 from a Sunday Mass). We have to keep in mind that the diocese, through its compensation fund for priests, has had to cover the actuarial deficits of the pension plan for priests to the sum of approximately \$ 300,000 in the course of the last eight years, This year, in June, it will have to allocate \$ 500,000 to cover this deficit by virtue of a decision by the Order of Actuaries that has fixed the rate of interest at 4.2 % on the capital required to guarantee the sum of \$ 400 a month for retired Priests. The portion of offerings for announced Masses that is allocated to the diocese is about \$ 80,000 a year. This is not sufficient to cover the actuarial deficits that we have to absorb. The compensation fund and the Bishop's Works are therefore covering the deficit.

#### The Prohibition of Collective Intentions and Offerings

As a result of the decreasing number of priests and consequently of Mass celebrations, it is sometimes becoming difficult to respond to all the requests, in a given parish, to celebrate for specific intentions, and especially on the dates requested. Why, then, may Mass not be celebrated for a number of intentions.

Ecclesiastical law is clear on this subject: "Separate Masses are to be designated for the intentions of each of those persons for whom an offering, however moderate it may be, has been given and accepted." (Canon 948).

What is the reason for this requirement? The commentary in the "Code of Canon Law" tells us : "Although the offering is in no way a kind of payment in consideration of the intention of the Mass (. . .), once the priest has committed himself, by accepting the offering, to celebrating for the intention of the donor, a bond of justice is created through which the believer acquires a right to have this Mass celebrated for his intention, according to the conditions indicated (. . .) The priest may (. . .) not accept the offering, but once it is accepted, the claim of justice upon which this connection rests comes not from the offering but from its acceptance."

#### **Celebrations for a Collective Intention: Various Possibilities**

It is worth recalling, in the first place, that the Bishop, for the whole of the diocese (canon 388), and the pastor or the moderator, for his parish or for the totality of the parishes that are entrusted to him (canon 534), is required to designate the Mass for the intentions of the faithful on every Sunday and day of obligation. In this case the faithful may not make a particular offering. It is what is known as the Mass "pro populo".

When it is not possible to cover all the intentions requested, it is nevertheless possible, for example, to celebrate in the parish one Mass per month for all deceased persons. "The Handbook for the Administration of Fabriques" indicates how to proceed. No offering may be solicited for such a Mass.

The final possibility consists in celebrating a Mass for an intention described as "collective", for which offerings are received. Until now we have not believed that we should have recourse to this option. As an experiment, however, two parishes have been authorized to propose to their people this method of offering a Mass for an intention that is "collective". Its use depends on precise conditions that are also described in the "*The Handbook for the Administration of Fabriques*". After an evaluation we shall be able to decide whether this possibility can be extended to other parishes.

**Note:** By the Episcopal Decree governing the Mass celebrated to a single collective intention effective in January 1<sup>st</sup>, 2008, the Bishop authorizes, under some conditions, the celebration of a mass with a single intention joining requests and offerings of several persons (refer to the wording of the decree, <u>document 42.300</u> of the HAF).

#### Conclusion

The Bishop, for the whole of the diocese, and the pastor or the priest moderator, for the parish or the pastoral unit, has the duty and the responsibility to guarantee that the norms concerning the Mass offerings and intentions are rigorously applied. This is in fact a question of justice to the donors and of respect for the sacrament of the Eucharist which may not be associated "even remotely with the appearance of commerce or trade". (Canon 947)

I ask, therefore, that priests, diocesan and religious, members of Fabriques, coordinators of parish activities and secretaries observe the regulation in force and explain, if necessary, the reasons to persons who might need clarification in this respect.

Given at Longueuil, this 26<sup>th</sup> of March, 2007 and updated August 1<sup>st</sup>, 2009.

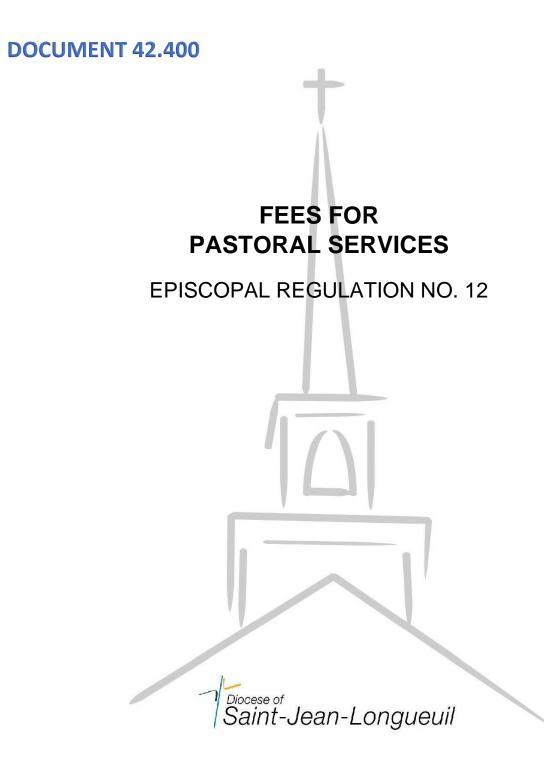
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<sup>+</sup> Jacques Berthelet, C.S.V. Bishop of Saint-Jean-Longueuil

Jean Vierre Camalain fra

Jean-Pierre Camerlain, priest Chancellor

**Section 40** 



#### **For further information, contact:** The Diocesan Treasurer's Office – Aide aux fabriques: <u>fabriques@dsjl.org</u>

## FEES FOR PASTORAL SERVICES

#### (Pursuant to Sect. 19 (c) of the Act respecting fabriques)

#### PURPOSE

The objectives of this Regulation are to diminish the disparities in the fees requested for services in the parishes and to adjust these same fees by taking greater account of real costs. These rates are proposed by the Diocesan Treasurer's Office - Aide aux fabriques after verifying with several Fabriques in the Diocese.

Unlike a donation (parish dues, APC, Mass offerings, etc.), payment for a service does not entitle the recipient to a receipt for tax purposes (see <u>eligible donations</u> in document 32.100 of the HAF).

### Article 1 MINIMUM FEES

- 1.01 In the <u>Attachment</u> will be found the **minimum** amount for certain fees that should be encountered in a parish. This Attachment is an integral part of this Episcopal Regulation.
- 1.02 The aim of the document is to provide a starting point from which the Fabriques are invited to revise their fees periodically, while taking into account the necessary consensus among neighbouring Fabriques as well as obtaining the approval of the Bishop.
- 1.03 For fees related to weddings and funerals, these minimums represent the <u>Fabrique's share</u> (the net amount), which ought to remain with the Fabrique after defraying all the expenses related to these services: the Mass offering (\$5); the wedding rescript (\$20); the singers and the organist (an amount which may also be paid directly by the family); the church rental when the event takes place elsewhere than in the parish, etc. In this regard, it is important to make parishioners aware of this.

## Article 2 APPROVAL OF FEES

- 2.01 Any Fabrique that proposes to establish or modify its fees, including for room, hall or building rentals and board and lodging<sup>1</sup>, must proceed in the following way:
  - a) Check with the other Fabriques in the area or its Pastoral Section in setting fees, so as to avoid large disparities, even in the case of the remuneration of organists and singers,
  - b) Take into account the minimum rates set in this Regulation and provide justification in the event of a significant deviation.
  - c) Proceed with a Fabrique resolution, stating the current and proposed fees and specifying whether or not there has been consultation with other Fabriques and a consensus with the Fabriques of neighbouring parishes. In addition, for weddings and funerals, present the gross rates on the one hand and the net<sup>2</sup> rates on the other.
  - d) In all cases, obtain the approval of the Bishop, through the Diocesan Treasurer's Office Aide aux fabriques, before the new fees come into effect.

## Article 3 APPLICATION OF FEES

- 3.01 In parishes where a distinction is made between the net fees remitted to the Fabrique and the costs incurred for other expenses such as the organ and choir, special attention must be paid to avoid any impression of class distinction.
- 3.02 In their application, the fees must be the same for all members of the parish community. Only financially disadvantaged persons may be exempted from certain fees, at the discretion of the parish leadership. However, it is justifiable to charge a supplement for someone from outside the parish, given that he or she does not participate in the regular financing of the parish, by charging an amount that might be equivalent to the parish dues for a family.
- 3.03 It is also justifiable that those requesting a service be asked to pay their contribution to the parish dues or APC if they have not already done so. This would indeed be a good time to make them aware of the need to contribute financially to the upkeep of the parish. This contribution is eligible for a tax receipt.

<sup>&</sup>lt;sup>1</sup> Applicable in the case of persons not affected by Episcopal Regulation No. 5 "Remuneration of Priests and Religious" (See HAF <u>Document 41.100</u>).

<sup>&</sup>lt;sup>2</sup> The share remaining with the Fabrique, see Article 1.03.

## Article 4 COLLECTION AT A WEDDING CELEBRATION

4.01 At a wedding or at a marriage anniversary celebration, it is normal to take up a collection. The celebrant will take care to explain this gesture of sharing to the participants during the celebration.

The future bride and groom will have been warned of this measure beforehand so that it is thoroughly understood and clearly justified.

## Article 5 COLLECTIONS AT FUNERALS

- 5.01 The collections taken up at funeral masses are divided into two amounts:
  - a) The first part corresponding to 25% of the collection is to be used for mass offerings for the deceased person,
  - b) The second part equal to 75% of the sums received is to be given to the Fabrique which may use it to attend to its own needs.
- 5.02 It is important for the family of the deceased as well as the participants in the funeral celebration to be informed of these purposes without having to specify the percentages.

## Article 6 FEES "FOR THE SACRAMENTS"

- 6.01 The ceremony of baptism is performed without charge. It is the same for the sacraments of Reconciliation, First Communion and Confirmation. These sacraments are offered without any fee being requested for these services. However, parents may be requested to defray certain costs related to the preparation of the sacraments, such as the cost of documentation, as a way to obtain reimbursement of expenses.
- 6.02 During the preparatory meetings for these sacraments, it is appropriate to remind parents of the importance of donating the parish dues or APC to the Fabrique, as this is the main source of income that allows the parish to continue to offer the various services to young families and all the parishioners.
- 6.03 It is also normal to take up a collection and even distribute envelopes in the pews of the church inviting the participants at the celebration to leave a donation. If the envelope is identified in the donor's name, a tax receipt may be issued (see HAF <u>Document 32.100</u>).
- 6.04 If a member of the gathering insists on offering a sum of money, the celebrant or any other person who receives this sum will pass it on, as a donation, to the Fabrique concerned.

The present regulation goes into effect on March 1<sup>st</sup>, 2021 and abrogates any previous episcopal regulation in this matter.

Given in Longueuil, March 1<sup>st</sup>, 2021.

+ Claude Handin

† Claude Hamelin Bishop of Saint-Jean-Longueuil

Jean Vierre Camalin fra

Jean-Pierre Camerlain, priest Chancellor

# Attachment to Episcopal Regulation No. 12

# MINIMUM FEES FOR PASTORAL DERVICES

	For a family	\$175
Parish Dues	For a single person	\$100
	Per person with income	\$125

	Including parish dues and year's special collections		
APC	For a family	\$250	
	For a single person	\$175	

	Fabrique's Share.         After paying the \$5 Mass offering and \$20	After paying the \$5 Mass offering and \$20 rescript		
	With or without Mass	\$400		
Ma dalima	Wedding Anniversary at a date selected by the family	\$300		
Wedding	Wedding Anniversary during Sunday Mass	\$100		
	Supplement suggested to fee for someone <sup>3</sup> outside parish	Parish dues		
	Invite the wedding couple to pay the dues. Expect taking up a colle	ection		

	Fabrique's Share.After paying the \$5 Mass offering	
	With body or ashes with or without Mass	\$400
	Church Wake maximum 1 hour prior to funeral <sup>4</sup>	\$150
Funeral	Farewell Celebration at funeral home	\$250
	Commemorative Mass at Church	\$400
	Supplement suggested to fee for someone outside parish	Parish dues
	Invite the wedding couple to pay the dues. Expect taking up a colle	ection

Singers & Amount for Fabrique to set and additional to fees	
Organist	OR amount set by the Fabrique but paid directly paid by the Family

Lights &	Small votive lights	50% of profit from real cost	\$2
	Large votive lights	50% of profit from real cost	\$2
Lamps	Sanctuary lamp (per week)	50% of profit from real cost	\$25

Adm.	Extracts or certificates from registers		\$25
Services	Archive Search or other services	Hourly rate	\$50
Sacraments	Celebration: Baptism - Reconciliation -1st Communion - Confirmation Free		Free
	Request reimbursement preparation costs, e.g., documentation		

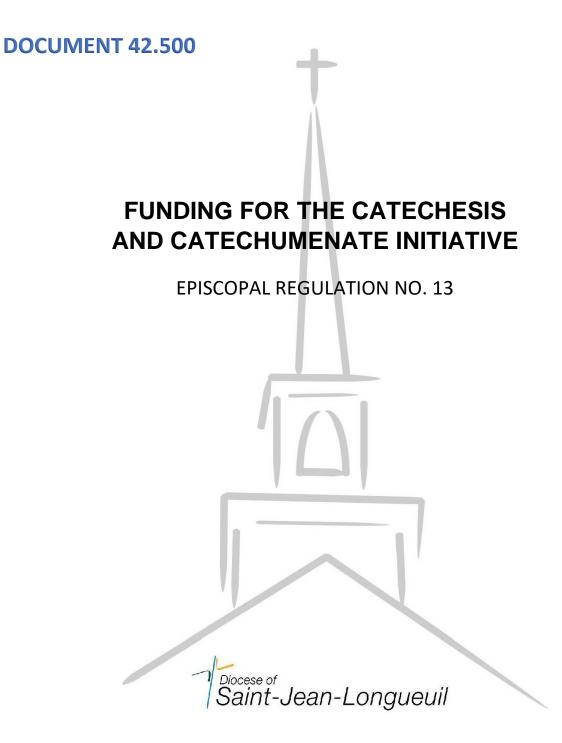
Request reimbursement preparation costs, e.g., documentation

 Invite parents to pay parish dues
 Expect taking up a collection

<sup>&</sup>lt;sup>3</sup> The amount suggested as supplement to the fee equals the parish dues for a family.

<sup>&</sup>lt;sup>4</sup> Remember that a coffin must be always closed in a church.

Section 40



#### For further information, contact:

The Service de coordination de la pastorale diocésaine (scpd@dsjl.org)

# **Episcopal Regulation No. 13**

# FUNDING THE CATECHESIS AND CATECHUMENATE INITIATIVE

#### INTRODUCTION

The implementation of the Catechetical and Catechumenate Initiative necessitates a considerable mobilization of resources in each parish. Pastors and pastoral agents are devoting time and energy to this. The catechetical programs require adequate premises to be arranged and suitable tools made available to children, parents, teenagers and adults journeying in the faith.

#### PURPOSE

This document presents the terms and conditions for funding the catechesis and the catechumenate initiative, which apply uniformly in all parishes or pastoral units of the Diocese. Implementation details, which are an integral part of the regulation, are given in the Attachment.

#### Article 1 INDICATING A SENSE OF BELONGING

1.01 As part of a pastoral dialogue, parents registering their child or teenager in a catechetical program as well as adults undertaking a faith journey are encouraged to give a clear indication of their being part of the community by paying their parish dues or the Annual Parish Contribution (APC), should this not have been the case.

#### Article 2 FINANCIAL PARTICIPATION

- 2.01 The registration fees reflect the costs directly related to the activity, such as the purchase of books, equipment and furniture. They do not cover the salaries of the pastoral agents involved in the process. It is requested that these fees be uniform in all parishes of the Diocese. They will be revised every five years.
- 2.02 **Registration of a Child:** Parents who register a child under the age of 14 are asked to pay the annual cost of participation in the catechetical program (usually three years). This cost includes the *Grande Halte*, a time of renewal in preparation for the sacraments. For the possibility of a family discount, see article 2.05 of this document.

CHILD (under 14)	Annual registration Fee	\$75
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2.03 **Registration of an Adolescent:** Adolescents (14 to 17 years old) who register for a catechumenal program are invited to pay the costs according to the following table. This cost includes the gathering, a time of renewal in preparation for the sacraments. This table also presents the division of fees between the Fabrique and the Diocese since the accompaniment is done in partnership.

ADOLESCENT (aged 14-17)		Registration	Division of Fees	
		Fee	Fabrique	Diocese
Adolescent BCE Baptism	1 <sup>st</sup> Year	\$100	\$75	\$25
Confirmation Eucharist	2 <sup>nd</sup> Year	\$100	\$25	\$75
Adolescent C orCE Confirmation	1 <sup>st</sup> Year	\$100	\$75	\$25
Eucharist	2 <sup>nd</sup> Year	\$100	\$75	\$25

2.03 **Registration of an Adult:** Adults who participate in catechetical formation in a catechumenal type of approach (KTQ) are invited to pay the costs according to the following table. **Recollection** is a time of preparation for the sacraments; the cost varies according to the type of activity. This table also presents the division of fees between the Fabrique and the Diocese since the accompaniment is done in partnership.

ADULT		Registration	Division of Fees	
		Fee	Fabrique	Diocese
Adult BCE Baptism	1 <sup>st</sup> Year Pre-KTQ	\$100	\$75	\$25
Confirmation Eucharist	2 <sup>nd</sup> Year KTQ	\$100 + Recollection	\$25	\$75
Adult BCE With Pre-KTQ Completed elsewhere	ктq	\$150 + Recollection	\$75	\$75
Adult C orCE Confirmation Eucharist	КТQ	\$100	\$75	\$25

Note: The duration of the pre-catechumenate (Pre-KTQ) for an adult candidate may vary according to the person's faith journey. The costs of the pre-catechumenate year can be spread out over the whole year or years of the pre-catechumenate.

ADULT + WEDDING	Pagiotration Eco	Division of Fees		
ADULT + WEDDING	Registration Fee	Fabrique	Diocese	
Adult (BCE, CE & C) Confirmation Wedding session	\$240 + Recollection	\$50	\$190	

- 2.05 **Possibility of a Family Discount:** When several members of a family wish to follow a catechetical journey in order to experience the sacraments of initiation (baptism, confirmation and Eucharist), it is proposed to offer them the possibility of a discount on the amount of the fees charged for all the family's registrations. A discount of between \$10 and \$20 per additional person in the family is suggested. Each parish is free to set the discount it wishes to offer.
- 2.06 These Registration Fees are exempt from the Cathedraticum.

#### Article 3 DIOCESAN ASSISTANCE FUND FOR FAITH FIRST

- 3.01 Parents are also invited to contribute, if they so wish, to the Diocesan Assistance Fund for Faith First to compensate for the shortfall that may occur in less privileged environments, where the economic condition of the parents does not allow them to pay the full amount of the fees mentioned in the previous paragraph. The suggested amount for this contribution is \$10.
- 3.02 The individuals participating in a catechetical formation for a sacrament of Christian initiation are invited, if they so choose, to contribute to a Diocesan Assistance Fund for Faith First to assist parishes or individuals whose financial situation does not allow payment for the full cost of such formation. The suggested amount for this contribution is \$10.
- 3.03 Amounts collected by the Fabrique for the Diocesan Assistance Fund for Faith First must be submitted to the Diocese. The receipts from donations to a Fabrique from the Diocesan Assistance Fund are exempt from the Cathedraticum.

#### Article 4 FUNDING PROVISIONS

- 4.01 In each parish, appropriate arrangements will be made to ensure:
  - No child or adult is deprived of a catechetical journey for monetary reasons,
  - Costs are reasonably alleviated when parents enrol two or more children in a catechetical program,
  - Costs are reasonably alleviated when parents agree to collaborate as volunteers.

### EFFECTIVE DATE

The present regulation goes into effect on August 1<sup>st</sup>, 2020 and abrogates any previous Episcopal Regulation on this subject.

Given in Longueuil, October 1<sup>st</sup>, 2020.

+ Claude Handia

† Claude Hamelin Bishop of Saint-Jean-Longueuil

Jean vierre Camerlein V. É.

Jean-Pierre Camerlain, priest Chancellor

#### Attachment to Episcopal Regulation No. 13

#### ADMINISTRATIVE APPLICATION OF REGULATION NO. 13

Some additional information to the above-mentioned regulation is provided here to allow its application in the parish. The administrative details, particularly for the proper bookkeeping entries for the receipts and disbursements related to the catechetical initiative, are indicated below. Note that the bookkeeping entries are made using the existing accounts.

#### **BOOKKEEPING ACCOUNTS** - corresponding to the Regulation Articles

#### Article 1 concerning Parish Dues or the APC:

• As before, these receipts are entered in Account **303** or **302**, as applicable. This contribution is entitled to a tax receipt.

#### Article 2 concerning the Registration Fees:

- A Fabrique enters all Registration Fees in Receipts Account **354**, which is exempt from the Cathedraticum. Care should be taken to identify the amount under the designation "Catechetical Mission."
- As this is an exchange for services, this contribution is not eligible for a tax receipt.
- The remittance to the Diocese of its share of the receipts from Registrations is entered in Disbursements Account **424** under the designation "Catechetical Mission."
- The costs incurred <u>specifically</u> for catechesis and the catechumenate (e.g., Catechism books, printing of leaflets, materials for the organization of activities) are entered in Account **422**.
- Salaries and other general expenses such as the purchasing of furniture are entered in the account concerned (**401** and **457**).
- It is important that the person in the Fabrique doing the bookkeeping advises the person(s) in charge of catechesis and/or the catechumenate of the evolution of their receipts and disbursements.
- When preparing the budget estimates, the Fabrique will work with the person(s) responsible for catechesis and/or the catechumenate to establish an operations budget related to the needs. For example, use the surplus from a previous year.

### Article 3 concerning the contribution to the Diocesan Assistance Fund for Faith First:

- A Fabrique enters Receipts from donors in Account **339** identifying these amounts under the designation "Diocesan Assistance Fund for Faith First."
- A tax receipt may be issued to the donor.
- A Fabrique should submit the donations received to the Diocese via the Monthly Report indicating the amount in Item #6 under the designation "Diocesan Assistance Fund for Faith First.<sup>1</sup>"
- The equivalent remittance to the Diocese is entered in Account **424**. Care should be taken to identify this disbursement using the same designation. That disbursement will be deductible from the Cathedraticum when issuing the Annual Statement of Account.
- In the Fabrique's Annual Report, it is consequently expected that the Receipts entered in Account 339 match the Disbursements shown in Account 424.
- It should be noted that "Sponsoring", i.e., when a donor remits an amount to a particular family or to the Fabrique on behalf of a particular family, is not considered to be at arm's length, which <u>does not entitle that payer to a tax receipt</u>.

# TAX RECEIPTS

Only the "gift" portion of a financial contribution to the catechetical mission entitles the payer to a tax receipt. The remittance of a contribution in an exchange for service (catechesis) and sponsoring (not at arm's length) do not entitle the payer to a tax receipt.

Here is an example: A parent who has registered his/her child for catechesis pays the following amounts:

- He/she pays parish dues of \$200.
- He/she pays the Registration Fee of \$75. (Ref. Article 2.02.)
- He/she remits a donation of \$15 (not earmarked for a specific family) for the Diocesan Assistance Fund for Faith First.

This parent will be entitled to a tax receipt in the amount of 200 + 15 = 215.

# **REGISTRATION FORM AND LOCAL FILE**

To meet the needs of the various individuals involved in the catechetical mission, the person(s) responsible for catechesis and the catechumenate should be collecting essential information in a Registration Form. This Form facilitates the communication of information with the various individuals involved, such as the person responsible for bookkeeping or the parish secretary receiving the contributions by mail or otherwise. It can also be used for statistical purposes.

<sup>&</sup>lt;sup>1</sup> Not to be confused with the Caisse d'entraide financière des fabriques (CEFF) described in <u>Document</u> <u>32.500</u> of the Handbook for the Administration of Fabriques.

The following are the essential elements to be incorporated in the Registration Form:

- First and last name of the registrant and the first and last name of the parents if the registrant is a minor,
- Address,
- Date of birth,
- Telephone number of the landline or cell phones of the registrant or of each of the parents if the registrant is a minor,
- Email addresses,
- Birth/baptismal certificate,
- Allergies
- Permission to take photographs.

The following is additional information that may be useful:

- Name and address of the baptismal parish,
- Designation of the main respondent for a minor.

This form can be adapted by the parish according to its needs.

# REQUEST TO THE DIOCESAN ASSISTANCE FUND FOR FAITH FIRST

A Fabrique may apply for assistance from the Diocesan Assistance Fund for Faith First<sup>2</sup>, which consists of donations collected for this specific purpose. Under the responsibility of the person in charge of the *Service de coordination de la pastorale diocésaine*, this fund is specially designed to compensate for the shortfall in certain parishes where people are unable to pay the full cost of enrolling in the catechetical program.

### To apply for financial support, a Fabrique needs to:

- Submit a resolution addressed to the person in charge of the *Service de coordination de la pastorale diocésaine*.
- Justify this request for support by specifying:
  - 1) The total number of registrants,
  - 2) The total amount collected for registrations,
  - 3) The amount of the shortfall, i.e., the gap between the money collected and the amount that should have been for the number of children registered,
  - 4) An overview of its financial situation for the current year.
- Submit the request prior to <u>December 20th of each year</u>.

<sup>&</sup>lt;sup>2</sup> Not to be confused with the Caisse d'entraide financière des fabriques (CEFF) described in <u>Document</u> <u>32.500</u> of the Handbook for the Administration of Fabriques

Support will be limited to the registration fees needed for the catechetical program. The main criteria that will be taken into consideration by the person in charge of the *Service de coordination de la pastorale diocésaine* in processing requests are:

- The availability of the Diocesan Assistance Fund, the donations to the Fabriques not being able to exceed the amounts collected for this purpose from donors,
- The financial situation of the Fabrique, given that this fund is intended to help the less fortunate environments.

A Fabrique receiving a donation from the Diocesan Assistance Fund enters it in Account **355**, which is exempt from the Cathedraticum.

Section 40

**DOCUMENT 43.100 BUILDINGS: REPAIRS, MAINTENANCE, PURCHASES MAJOR RENOVATIONS AND CONSTRUCTION** LAYOUT AND DECORATION **EPISCOPAL REGULATION NO. 1** Diocese of Saint-Jean-Longueuil

For further information, contact:

The Diocesan Treasurer's Office – Aide aux fabriques: <u>fabriques@dsjl.org</u> The Diocesan Treasurer: <u>econome@dsj.org</u>

#### **Episcopal Regulation No. 1**

# BUILDINGS: REPAIRS – MAINTENANCE – PURCHASES MAJOR RENOVATIONS AND CONSTRUCTION LAYOUT OF A PLACE OF WORSHIP

#### Under Sections 5(d) and 5(f) of an Act respecting fabriques

#### PURPOSE

This Regulation covers building repairs, maintenance and purchases. It also deals with major renovations and the construction of buildings in the Fabriques of the Diocese. It also deals with the layout and decoration of a place of worship. Finally, some of the funding arrangements for these projects are addressed.

**Notes:** In all cases, the **Fabrique itself must oversee the project** by making the decisions, requesting the bids, signing the contracts, and paying the people involved (architects, engineers, contractors, etc.). If a special committee is created for the project, its role only may be advisory to the Fabrique.

Refer to the Diocesan Treasurer's Office -Aide aux fabriques or to the Diocesan Treasurer for any assistance in applying this Regulation.

#### Article 1 BUILDING CONDITION SURVEY

- 1.1 To properly manage its buildings, it is important for the Fabrique to be aware of their condition. It is therefore required that the Fabrique assess the condition of the buildings by having a **Building Condition Survey** [*Carnet de santé*] produced by professionals (an architect, assisted, as needed, by structural, electrical and mechanical engineers). This Survey is required if the building is to qualify for a grant under the Quebec government's <u>Programme visant la protection, la transmission et la mise en valeur du patrimoine culturel à caractère religieux (English page).<sup>1</sup></u>
- **1.2** This Survey focuses on the building envelope, but should also consider the electrical (e.g., condition of the wiring and electrical capacity) and mechanical (e.g., furnace) elements. In all cases, the Survey needs to specify the work to be carried out immediately and what can be undertaken over a 2-, 5- and 10-year horizon, accompanied by an assessment of the costs of the entire endeavour (costs, professional fees, contingencies and taxes).

<sup>&</sup>lt;sup>1</sup> Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on both tabs.

- **1.3** As an indication, the Survey should include the following components:
  - Comp. 1 Condition of the Walls (masonry and joint sealant)
  - Comp. 2 Rainwater Control
  - Comp. 3 Foundation Condition (slab, structure in general)
  - Comp. 4 General Waterproofing
  - Comp. 5 Relative Humidity in the Building
  - Comp. 6 Fenestration and Doors
  - Comp. 7 Exterior Woodwork and Cabinetry (cornices, facias, soffits)
  - Comp. 8 Interior Finishes Damaged by Poor Building Performance
  - Comp. 9 Lightning Protection
  - Comp. 10 Electrical Elements (condition of the internal network, electrical box)
  - Comp. 11 Mechanical Components (furnace, ventilation)
  - Comp. 12 Other Considerations
- **1.4** This Building Condition Survey should be performed periodically, but not exceeding 10 years for a review. The expense incurred is **deductible** from the Cathedraticum.<sup>2</sup>

#### Article 2

# **REPAIRS - MAINTENANCE - PURCHASES**

- 2.1 Every Fabrique is pre-authorized by the Bishop to incur expenses either for repairs and maintenance or for the purchase of goods (movable or immovable) **provided that**:
  - 2.1.1 The disbursement for this purpose has been **included in its annual budget** approved by the Bishop (or his delegate).
  - 2.1.2 The disbursement is **under ten per cent (10%)** of the previous year's non-exempt receipts<sup>3</sup>, but not exceeding **\$25,000**.
  - 2.1.3 The Fabrique **has** on hand the amount required for the disbursement.
  - 2.1.4 The work does not affect the **heritage value and aesthetics** of the building.
  - 2.1.5 Each such expense has been approved before it is incurred, by a **resolution** of a legally constituted Fabrique Meeting.
- **2.2** However, every Fabrique must pass a resolution at a legally constituted meeting and **seek the written approval of the Bishop** (or his delegate) before:
  - Carrying out repair or maintenance work,
  - Acquiring (movable and immovable) property,

either on behalf of the Parish Fund or the Fonds cimetière:

<sup>&</sup>lt;sup>2</sup> Refer to HAF <u>Document 42.100</u>.

<sup>&</sup>lt;sup>3</sup> Reference is being made here to the receipts non-exempt from the Cathedraticum, HAF <u>Document 42.100</u>.

- 2.2.1 When the expense is not included in the Fabrique's budget that was approved by the Bishop (or his delegate), even if the Fabrique has the necessary funds to carry out the project,
- 2.2.2 When the cost **exceeds ten percent (10%)** of the previous year's nonexempt receipts or exceeds \$25,000, **even if the expense is included in the Fabrique's budget** that was approved by the Bishop (or his delegate),
- 2.2.3 When the work **would affect** the heritage value and aesthetics of the building or have an **impact** on the layout and decoration of the place of worship.

#### Article 3 URGENT REPAIRS

- **3.1** Every Fabrique is authorized to carry out any urgent repair work that needs to be done without delay to prevent further damage or to ensure public safety (e.g., furnace failure, power failure, etc.).
- **3.2** However, the Fabrique must, without delay, have urgent repairs approved by the Bishop (or his delegate) by means of resolutions.

#### Article 4

#### MAJOR PROJECT PROCEDURE:

- MAJOR RENOVATION,<sup>4</sup>
- BUILDING CONSTRUCTION,
- LAYOUT AND DECORATION OF A PLACE OF WORSHIP
- **Note:** For better tracking of the various steps of this procedure, it is suggested using the "**Major Project**" document that is presented in Attachment 1. The form is available in EXCEL in the "<u>Reference Documents</u> " Section of the HAF.

#### 4.1 Initial Steps

When a Fabrique intends to undertake major renovations or construction work, or work concerning the layout or decoration of a place of worship, it must contact the person in charge of *Aide aux fabriques* in the Treasurer's Office. In consultation with this person, the Fabrique will prepare the documentation and information necessary for the presentation of the project.

#### 4.2 **Project Presentation**

The project is presented by one or more representatives of the Fabrique to the Diocesan Treasurer. To facilitate the summary description of the project, provide an overview of the costs and submit a funding proposal, it is suggested using the **"Major Project"** document presented in Attachment 2. The form is available in EXCEL in the HAF "<u>Reference Documents</u>" Section.

<sup>&</sup>lt;sup>4</sup> Definition: Ref. Attachment to Episcopal Regulation No.3, HAF <u>Document 42.100</u>.

#### 4.3 **Project Review**

The project is then reviewed by the Diocesan Treasurer, in consultation with the Fabrique and the other Diocesan Offices concerned, in particular, the *Comité d'Art sacré* (CAS).

At the end of this review, after agreement with the Fabrique, the Diocesan Treasurer presents the preliminary project to the Bishop. In some cases, the Bishop will receive the opinion or consent of the *Conseil diocésain des affaires économiques* and the *Collège des consulteurs*. Following the preliminary approval of the Bishop or his delegate, a response will be sent to the Fabrique.

#### 4.4 Engaging a Professional Advisor

After the preliminary approval of the Bishop, the Fabrique is authorized to proceed with the remaining stages of the project. If requested by the Bishop, the Fabrique shall contract with a professional advisor (architect, engineer, draftsman, decorator, or other) in an approved form to prepare a sketch or preliminary plans and a more accurate cost estimate.

In the contract, it should be clearly stated that the professional consultant's responsibilities will include:

1) Preparation of plans and specifications for the preliminary phase and then the construction phase,

- 2) Tendering and analysis of bids, with a recommendation of the choice of contractor,
- 3) Supervising the work and issuing payment certificates to allow the Fabrique to make payments according to the agreement with the contractor and the progress of the work.

At the request of the Bishop, the professional advisor will meet with the Fabrique and a representative of the *Comité d'Art sacré* (CAS) prior to undertaking any sketch work or preliminary plans. The purpose of this meeting is to ensure that, from the outset, the project can meet the specific needs of the design and sacred art. The advice of the CAS will be given to the Diocesan Treasurer.

The Fabrique's resolution to hire a professional consultant must be approved by the Bishop. The agreement (contract) must also be approved by the Bishop through the Diocesan Treasurer before it is signed.

#### 4.5 Sketch or Preliminary Plans

The *Comité d'Art sacré*, after reviewing the sketch or preliminary plans, provides its opinion to the Diocesan Treasurer. If necessary, the Diocesan Treasurer meets with the Fabrique members and the professional advisor to present their remarks and suggest modifications deemed advantageous or necessary.

#### 4.6 <u>Presentation of the Sketch or Preliminary Plans</u>

Through the Diocesan Treasurer, the Fabrique submits to the Bishop for approval the preliminary sketch or plans, whether modified or not, as well as the projected cost of the work. The request for approval also includes a Fabrique resolution accepting the sketch or preliminary plans, the costs as well as the method(s) of funding retained (Funding Plan).

#### 4.7 Information Meeting of the Parishioners

If the anticipated cost of the work is considerable, the Fabrique will, at the request of the Bishop, convene an information meeting of the parishioners to present the sketch or preliminary plans, answer their questions and submit the anticipated costs and funding plan.

If a loan is required, refer to Article 5 of this Regulation and the norms presented in Attachment 3. A resolution of a Meeting of Parishioners must then be submitted to the Bishop through the Diocesan Treasurer.

#### 4.8 Project Execution Plans (PEPs) and a Statement of Work (SOW) (Estimate)

The Fabrique requests the professional consultant, by duly adopted resolution, to prepare the Project Execution Plans and a Statement of Work [*Cahier des charges*], a copy of which will be submitted to the Bishop for final approval. In most cases, the file will be presented to the *Conseil diocésain des affaires économiques* and *Collège des consulteurs* for approval.

#### 4.9 <u>Tendering</u>

After the approval by the Bishop of the project execution plans and the Statement of Work as well as the Fabrique resolution accepting them, the Fabrique, in a meeting duly convened for this purpose, sends the project out to tender using a form prepared by the professional advisor. The request for tenders may be either public or by invitation. In the latter case, the Fabrique shall select at least three contractors to submit bids. In all cases, the bidders must have been recognized for their competence and solvency.

Through its professional advisor, the Fabrique invites them to submit bids. The Fabrique sets the place, day and time for the submission of bids. It is suggested that separate and optional prices for certain project items be sought.

The following documents shall be requested and obtained in all cases of construction and in all other cases when requested by the professional advisor or the Bishop:

- 1) Bid bond or certified cheque payable to the Fabrique equal to ten percent (10%) of the contract value,
- 2) Letter of Intent for Performance Bond and Contractor's Bond for Liens,
- 3) Materials and Services,
- 4) Copy of the contractor's licence,
- 5) Company resolution authorizing the representative(s) to sign the contract.

Other documents may also be requested.

#### 4.10 Opening of Bids

The opening of the bids shall take place at a Fabrique meeting duly convened for that purpose, at the place, on the day and at the time fixed, in the presence of the professional advisor and the contractors who responded to the tendering.

To be considered, bids must be:

- 1) Submitted on forms approved by the professional advisor,
- 2) Duly completed and signed,
- 3) Without any change or indication of the quality or reliability of a product,
- 4) Delivered at the time fixed by the Fabrique: place, day, time,
- 5) Accompanied by all required documents.

The Fabrique will only consider bids that meet the five requirements listed above.

After having reviewed them at the meeting, the Fabrique may, by resolution adopted from the floor, accept one that the professional advisor deems to be complying.

It may also withhold bids and schedule another meeting for final acceptance of one of the bids.

#### 4.11 <u>Presentation and Final Approval</u>

After the selection of a bid, the Fabrique grants the contract by resolution to the contractor concerned with the words "subject to the approval of the Bishop." The contractor must then submit the following documents to the Fabrique:

- 1) Performance Bond equal to fifty percent (50%) of the contract value,
- Contractor's bond for liens, materials and services equal to fifty percent (50%) of the contract value or a lien waiver letter for all subcontractors or retain an amount equal to ten percent (10%) of the contract for a period of thirty (30) days after completion of the work

These two bonds replace the bid bond.

The Fabrique also votes, by resolution, to provide the necessary credits to pay for the work and the fees due to the professional advisor.

The Fabrique designates the persons who will sign, on behalf of the Fabrique, the contract and other documents required for this purpose.

The Fabrique presents the final version of the project to the Bishop. To be valid, the contract must be approved by the Bishop, otherwise the signed contract is null and void and the members of the Fabrique may be held personally and jointly responsible for expenses incurred without the Bishop's authorization.

#### 4.12 Performance of the Work

The professional advisor is responsible for site supervision and issuing payment certificates. These payments should reflect a deduction of 10% of the contractor's total invoice, payable after 30 days to ensure that the contractor has paid his suppliers and subcontractors.

Throughout the duration of the contract, the Fabrique shall always communicate with the professional advisor it has hired (ref. Article 4.4) and not disburse anything without the latter's written agreement.

#### Article 5 FUNDING

#### 5.1 <u>Loan</u>

If the project is to be financed by a loan, the Fabrique must adopt a resolution to this end, specifying the amount of the loan, the interest rate, the due date of the loan, the terms of repayment, the name of any lender, and namng the persons authorized to sign, on behalf of the Fabrique, any loan document.

This borrowing resolution adopted by the Fabrique must be submitted to the parishioners for approval at a meeting called for this purpose.

For projects costing \$100,000 or over, the loan must not exceed twenty percent (20%) of the total project costs. Consequently, the Fabrique must have on hand eighty percent (80%) of the required funds **before** the work begins. For projects costing under \$100,000, refer to Attachment 3.

Resolutions passed by a Fabrique Meeting and the Meeting of Parishioners must be submitted to the Bishop for approval.

#### 5.2 Grant

If the work is to be financed by means of a grant (for example, from the Quebec government <u>Programme visant la protection, la transmission et la mise en valeur du patrimoine culturel à caractère religieux-English page</u>), the Fabrique must always be authorized by the Bishop before applying for and accepting a grant.

In the case of a major renovation, applications will be considered according to the following criteria: this grant...

- 1) Is part of a government job creation program,
- 2) Meets a pressing need or emergency,
- 3) Prevents deterioration of buildings, addresses a public safety issue, or involves cultural heritage conservation,
- 4) Complements what the parishioners themselves are taking on for this project,
- 5) Enables the Fabrique to undertake a project that, on its own, given its assets, it could not be able to do,
- 6) Is available or accessible to any public corporation or organization and is not given in a discretionary manner or following undue pressure.

This procedure does not apply in the case of grants made under an energy conservation program or for the maintenance of buildings "classified" as historic monuments by a government authority.

In the case of a new building, authorization will be granted only if the Fabrique undertakes, by resolution, to meet the conditions that the Bishop will see fit to formulate, if any.

#### Article 6 INTERPRETATION

**6.1** It is the responsibility of the Diocesan Treasurer to interpret this Regulation and the terms of their application and to allow the Fabrique to deviate from the procedures.

# EFFECTIVE DATE

The present regulation goes into effect January 1st, 2022 and abrogates any previous regulation on this matter.

Given in Longueuil, January 1st, 2022.

le Hand

† Claude Hamelin Bishop of Saint-Jean-Longueuil

Jean-Pierre Camerlain, priest Chancellor

# Attachment 1 to Episcopal Regulation No. 1

#### Use the Form available in the "<u>Reference Documents</u>" Section.

TRACKING PROGRAM FOR A MAJOR PROJECT					
Fabr	ique:				
Proje	Project Name:				
Proc	edure	Prog Under- way	ress Done	Remarks	
1	Initial Approach Contact the Head of the Diocesan <i>Aide aux</i> <i>fabriques</i>				
2	<b>Presentation of the Project</b> To the Diocesan Treasure together with a Description and a Funding Plan				
3	<b>Project Review</b> Review by Diocesan Treasurer, the <i>Comité</i> <i>d'Art sacré</i>				
4	Engagement of Professional Advisor Contract with an Architect, Engineer or Decorator, etc.				
5	Preliminary Sketch or Plans Issued by the Professional Advisor				
6	<b>Presentation of Sketch or Plans</b> To the Bishop together with Cost Estimate from Professional and Funding Plan				
7	Meeting of Parishioners Information Meeting with Parishioners, Presentation and Feedback				
8	<b>Project Execution Plan (PEP) and Quote</b> The Professional Advisor prepares the PEP and quote.				
9	<b>Call for Tenders</b> The Fabrique calls for tenders via the Professional Advisor.				
10	<b>Opening of Bids</b> During a Fabrique Meeting in line with the established procedure				
11	<b>Final Approval</b> The Bishop's approval is required before signing the contract with the contractor.				
12	<b>Execution of the Work</b> Site supervision and Payment Certificates issued by the Professional Advisor				

# Attachment 2 to Episcopal Regulation No. 1

# Use the Form available in the "<u>Reference Documents</u>" Section.

#### MAJOR PROJECT FOR PRESENTATION TO THE BISHOP

Fabrique:	
Project Name:	
Presented on:	By:

# WORK BEING CARRIED OUT

	Summary Description	Estimated Costs
1		
2		
3		

Total Cost

0\$

FUNDING PLAN						
Sources	Remarks	Amount				
Cash on Hand						
Funding Campaign						
Subsidy or Grant						
Loan						
Other Sources						
· · · · ·	Total Finance	ed <b>0</b> \$				

#### LOAN STANDARDS

#### For Projects with Costs under \$100,000

Every loan requires the prior approval of the Bishop through the Diocesan Treasurer.

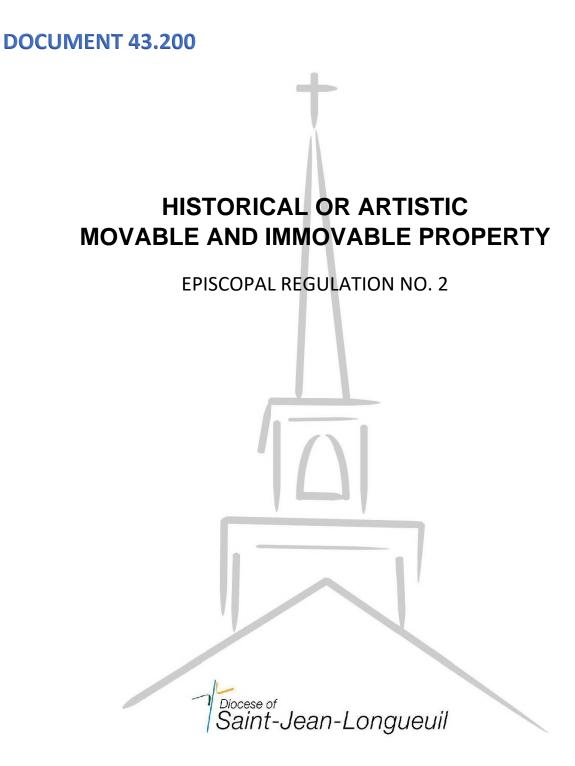
When the loan exceeds 25% of the ordinary receipts of a Fabrique or when its repayment exceeds the fiscal year of a Fabrique, an *Act respecting fabriques* requires, under Section 28, that the loan must also be approved by a meeting of parishioners.

For a project **over \$100,000**, the loan **must not exceed 20%** of the total project costs. Consequently, the Fabrique must have on hand 80% of the required funds **before** the work begins.

For projects of **\$100,000 or under**, refer to the following table for the maximum authorized loan corresponding to the total cost of the work. The Fabrique must have on hand the required funds, **before** the work begins.

Total Cost of	Maximum Loan		
Work	%	\$	— Capital "On Hand"
\$100,000	20%	\$20,000	\$80,000
\$90,000	30%	\$27,000	\$63,000
\$80,000	30%	\$24,000	\$56,000
\$75,000	30%	\$22,500	\$52,500
\$70,000	40%	\$28,000	\$42,000
\$60,000	40%	\$24,000	\$36,000
\$50,000	40%	\$20,000	\$30,000
\$40,000	50%	\$20,000	\$20,000
\$30,000	50%	\$15,000	\$15,000
\$25,000	50%	\$12,500	\$12,500
\$20,000	60%	\$12,000	\$8,000
\$10,000	60%	\$6,000	\$4,000

Section 40



For further information, contact: The Diocesan Treasurer's Office – Aide aux fabriques: <u>fabriques@dsjl.org</u>

### **Episcopal Regulation No. 2**

# HISTORIC(AL) OR ARTISTIC MOVABLE OR IMMOVABLE PROPERTY

#### PURPOSE

This Regulation defines movable property of historic(al) or artistic interest for the purposes of Paragraph (i) of Section 26 of an *Act respecting fabriques* and determines the conditions relating to the deposit, disposal and restoration of historic(al) or artistic movable property held by the Fabriques of the Diocese of Saint-Jean-Longueuil.

This Regulation also establishes the procedure to follow in the case of an initiative to classify immovable or movable property.

#### Article 1 HISTORIC(AL) OR ARTISTIC MOVABLE PROPERTY

The following is movable property with an historic(al) or artistic interest:

- 1.1 Any work of art or historic property classified as "cultural property" by the Quebec *Ministère de la Culture et des Communications* (ref. Register of Cultural Heritage [*Registre du patrimoine culturel*<sup>1</sup>]),
- 1.2 Any manuscript, printed matter, audiovisual document, register, census book, account book of historical interest,
- 1.3 Any movable property, in particular any sacred vase, liturgical vestment, painting, statue, sculpture, monstrance, candlestick, incense burner, liturgical book, piece of furniture, the conservation of which is, according to common or expert estimate, of exceptional interest because of its aesthetic value,
- 1.4 Any furniture declared artistic or historic by the Bishop of the Diocese of Saint-Jean-Longueuil.

<sup>1.</sup> Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on both tabs.

#### Article 2 HISTORIC OR ARTISTIC DEPOSITS OR LOANS

- 2.1 Any Fabrique, by resolution approved by the Bishop, may lend or place on deposit in a museum, archive or other place recognized by the *Comité d'Art sacré du diocèse*, one or more artistic or historic objects, provided that a contract is signed by the Fabrique and the depositary, by virtue of which the Fabrique retains ownership of the object or objects deposited and may reclaim it or them in accordance with the terms of the contract.
- 2.2 The custodian undertakes to provide the Fabrique with proof that the deposited object(s) is/are insured against fire, theft or vandalism for a sufficient value.

#### Article 3 ALIENATION OF AN ARTISTIC OR HISTORICAL OBJECT

Every Fabrique must complete the following steps before selling, donating or bartering an object of historic or artistic interest and any movable property acquired more than fifty (50) years ago:

- 3.1 Request the Bishop to have the value of the object or property concerned appraised by experts at the Fabrique's expense. The *Comité d'Art sacré du diocèse* could be asked to provide its opinion.
- 3.2 Adopt at a duly convened meeting a resolution to allow the transaction to occur and to appoint the persons who will sign for and on behalf of the Fabrique all the necessary documents to give it full effect,
- 3.3 Obtain the Bishop's approval of the resolution mentioned in 3.2.

Any alienation of an artistic or historical object without the prior authorization of the Bishop is null and void and the Fabrique members may be held personally or jointly and severally liable for the recovery of the illegally alienated object(s) at their own expense or for the reimbursement of the value of the object(s) as appraised by experts in the matter.

**Note:** For more detailed information, please refer to HAF <u>Document 43.400</u> on the disposition of movable property.

#### Article 4 RESTORATION OF ARTISTIC OR HISTORIC(AL) OBJECTS

Every Fabrique must ensure the conservation of its artistic or historical movable property and seek the advice of the *Comité d'Art Sacré* through the Diocesan Treasurer's Office -Aide aux fabriques before entrusting anyone with its restoration or repair.

#### Article 5 CLASSIFICATION OF IMMOVABLE OR MOVABLE PROPERTY

A Fabrique must obtain the approval of the Bishop (ref. Act respecting fabriques, Sect. 26 (g) and Sect. 18(r) *et seq.*) to request the *Ministère de la Culture et des Communications* to "classify" one of its properties under the <u>Cultural Heritage Act</u><sup>2</sup> or to respond to a notice of intention issued by the Minister to "classify" one of the Fabrique's properties under the said Act. The *Comité d'Art sacré du diocèse* may be requested to provide its opinion.

### EFFECTIVE DATE

The present regulation goes into effect January 1<sup>st</sup>, 2022 and abrogates any previous regulation on this matter.

Given in Longueuil, January 1<sup>st</sup>, 2022.

† Claude Hamelin Bishop of Saint-Jean-Longueuil

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Jean-Pierre Camerlain, priest

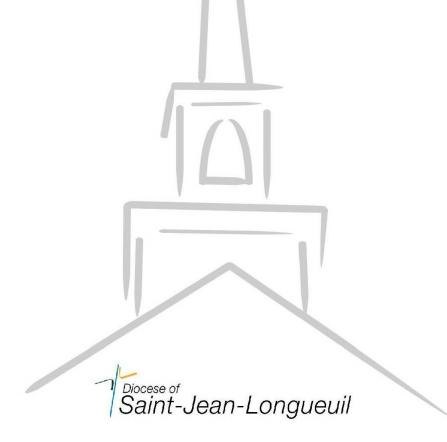
<sup>&</sup>lt;sup>2</sup> Note: Right-clicking on the link will open a new tab for this external document, making it easier to view documents on both tabs.

Section 40

**DOCUMENT 43.300** 

# THE SALE OF IMMOVABLES (BUILDINGS)

**EPISCOPAL REGULATION NO. 14** 



For further information, contact:

The Diocesan Treasurer: <u>econome@dsj.org</u> The Diocesan Treasurer's Office – Aide aux fabriques: <u>fabriques@dsjl.org</u>

### **Episcopal Regulation No. 14**

# THE SALE OF IMMOVABLES: LAND AND BUILDINGS

#### INTRODUCTION

As part of pastoral reorganizations, parishes are merged to form a new parish, buildings are closed and put up for sale, parish secretarial offices are combined to provide the required services to members of what were several Christian communities, or premises have become too large or inadequate.

While understanding the situation that might lead a Fabrique to want or need to dispose of an immovable, it is important not to be too hasty. This immovable property does belong to a parish community and many members are attached to it. Very often a good number of them are even not aware of the reasons for the initiative to dispose of it. Furthermore, as "church property," these transactions are governed by specific rules, since selling church property constitutes its alienation.

#### PURPOSE

The purpose of this regulation is to define the guidelines and rules to follow when a Fabrique is examining the possible sale of an immovable such as a presbytery, a plot of land or a church.

It is also appropriate to consider the discernment criteria set out in the Bishop's *Official Communique No. 9* covering surplus buildings, shown in Attachment 1 and forming part of this Regulation.

#### Article 1 GENERAL POLICY

- **1.1** The sale of an immovable represents an irreversible choice that the parish leadership and community may come to regret in the medium or long term. A consultation process is therefore to be followed, unless this has already been undertaken by the Diocesan Authorities as part of a pastoral reorganization necessary to ensure better service to the Mission.
- **1.2** Right at the beginning of a transaction aimed at selling an immovable, the Fabrique members will ensure that the Bishop does not oppose such a project, by establishing contact with the Diocesan Treasurer.

**1.3** As a second step, the Fabrique members (or an ad hoc committee) will try to identify the reasons that lead them to make such a decision and to establish the issues involved (ref. Attachment 2.)

In undertaking this work, it is desirable that the Fabrique involve others, including the parish leadership, pastoral team members and the Pastoral Orientation Council<sup>1</sup>, as well as other committees that work closely with parish officials.

Even if the Fabrique is legally responsible for financial matters, it is important to broaden the review to include other people involved in parish life. When faced with an initiative to sell, the people working administratively or pastorally need to be involved and to be working in harmony.

It is also essential to consider inviting someone from the region and the Diocesan Offices concerned to participate in this reflection (e.g., the Bishop's delegate to the regions). Finally, in the case of the sale of a church or a building with heritage value, it is essential to involve representatives of the *Comité d'Art sacré du diocèse*. It should be remembered that a good number of places of worship have a recognized heritage value that cannot be neglected.

It would be prudent to pay attention to other stakeholders who might have an influence on the decision. For example, this could be the municipality through its zoning by-laws, the *Ministère de la Culture et des Communications*, especially when it involves a building classified as a "historic monument," and the local historical society.

#### Article 2 POLICY SPECIFIC TO THE SALE OF A BUILDING

#### 2.1 Context

In recent years, several study committees have been set up to analyse the needs, strengths and weaknesses of each community, considering the available personnel and the financial capacity of each Fabrique.

Sometimes the Bishop himself sets up an 'ad hoc' committee to examine the pastoral and economic situation of parishes and to develop a vision for the future of the whole Diocese.

After a long process has occurred, forged by consultations in the field and shaped by recommendations from each community's stakeholders and special research committees, that the Bishop grants a favourable opinion to start the process of putting an immovable up for sale, especially when it involves a church.

When a majority of the parishioners concerned, in agreement with the Diocesan authorities, is in favour of merging several parishes to form a single parish, the idea often emerges (but not exclusively) of consolidating services and reducing the real

<sup>&</sup>lt;sup>1</sup> A group of people who, with the Pastoral Team, hold counsel on the orientations that would be undertaken for the fulfilment and refreshening of the Evangelization Project.

estate held. If this is the case, the Bishop determines, after a final consultation with the bodies mentioned below in 2.2.6, what property will be put up for sale, with the agreement, of course, of the Fabriques affected by the decision.

- 2.2 <u>Procedure</u> (The order may vary depending on the file.)
  - 2.2.1 Through the Diocesan Treasurer, the Fabrique finds out if the Bishop is in favour of the project. Follow the steps in Attachment 3.
  - 2.2.2 The parish officials and the Chairperson of the Fabrique Meeting are invited to present the initiative at one or more information meetings for the parishioners. After the presentation of the initiative, the participants in the meeting are invited to provide feedback. According to Fabrique By-Law No.
    4, these are information meetings which are consultative, not a meeting of parishioners with decision-making powers (see HAF <u>Document 31.400</u>.) Through the Bishop's delegate to the regions or the Diocesan Treasurer, the Fabrique then advises the Bishop of the results of the consultation to determine whether the initiative should proceed.
  - 2.2.3 In all sales initiatives, The Bishop requires that a real estate broker recognized by the diocese be appointed. This professional ensures the Fabrique has a safeguard at all stages of the transaction. Our experience confirms that this often avoids problems. The diocese undertakes to reimburse the Fabrique half of the broker's fees up to 2.5% of the sale price.
  - 2.2.4 The Fabrique prepares a technical file on the property. This step can be carried out before the information meeting with the parishioners. The Fabrique will have a <u>survey</u> of the land, or a <u>location certificate</u> done, and an <u>assessment</u> of the property based on the municipal evaluation register and the services of a chartered appraiser. It will determine the constraints related to the sale, such as <u>zoning</u>, the work to be done identified in a <u>Building</u> <u>Condition Survey [Carnet de santé]</u>, validation of the <u>property titles</u>, an <u>asbestos test</u>, and an <u>environmental site assessment</u>. It must also provide for all the conditions of a possible sale, including:
    - a) For the sale, with some exceptions, <u>cash payment</u> is required. If there is an exception, payments must not be made over a long period of time.
    - b) The sale will be made <u>without legal guarantee</u>, at the risk and peril of the buyer.
    - c) The purpose for which the building will be used must be foreseen. A <u>restrictive-use servitude clause</u>, binding on the future owner and all potential owners, must be part of the contract (see Attachment 4.)

#### Note:

It is necessary to guard against the holding of activities incompatible with the Christian values promoted by those who have used this building. If this clause is not complied with, it must be stipulated that the building must revert to the Fabrique. This contract must be prepared by a notary and approved by the Bishop or his delegate through an <u>intervention clause</u> in the notarial act (see Attachment 4.)

- a) Another religious tradition for worship,
- b) The municipality for a service to citizens, such as a library, community centre, cultural venue,
- c) A community organization for a social and mutual aid initiative,
- d) A non-profit organization for recreation, a seniors' residence or other purposes compatible with the premises,
- e) A private developer for residential purposes.
- 2.2.6 In the case of the sale of a presbytery, the Fabrique must provide for arranging a new parish office, the priest's lodging and the premises necessary for pastoral workers, etc. (See HAF, Episcopal Regulation No. 1, <u>Document 43.100</u>.)
- 2.2.7 Once these steps have been completed, a decision by resolution must be made at a Fabrique Meeting. The file must be sent to the Bishop, along with the resolution agreeing to the sale. This resolution provides the names of the two Fabrique members authorized to sign the deed of sale on behalf of the Fabrique.
- 2.2.8 This sale only becomes effective when the Bishop gives his approval. Before making this decision, in some cases the Bishop will seek the advice or consent of the *Collège des consulteurs* and the *Conseil diocésain des affaires économiques*.

#### 2.3 <u>A Fair Sales Price</u>

In many cases, municipalities and non-profit organizations (NPOs) are very interested in purchasing an immovable from the Fabrique. However, they have difficulty considering that the Fabrique demands a fair sales price. In fact, some municipal councillors claim that the citizens have paid for purchasing a plot of land and building a church and that they should not have to pay a second time to acquire it.

It does matter here to distinguish between "citizens" and "parishioners." It is rather the latter (who represent only a minority of the population) who have enabled the purchase and above all the maintenance of places of worship for many years, through donations and the payment of annual dues. Moreover, it is important to consider that the Fabrique does not have the means to donate its buildings. The revenues collected will allow the realization of pastoral initiatives and major renovations or to ensure the continuity of the parish.

#### 2.4 Contribution on the Proceeds from the Sale of Immovables

The use of proceeds from the sale of immovables by a Fabrique is subject to several sections of an *Act respecting fabriques* and the Diocesan Regulations.

Thus, an Act respecting fabriques (Sect. 16) provides that in the event of a Fabrique's dissolution, "...the property of the fabrique, after payment of its obligations, shall revert to the bishop who shall convey it to one or more fabriques in his diocese."

Until now, the Bishop has ensured that, once the property of the dissolved Fabrique(s) has been handed over to the newly constituted or modified Fabrique, and in the event of the sale of immovables, the proceeds are retained by the new or modified Fabrique, after the usual remittance of the Cathedraticum.

As well, the *Comité d'étude sur l'avenir financier des paroisses* did recommend *"that a portion (to be determined) of the proceeds from the sale of immovables be placed in a Fonds patrimonial diocésain to be used to assist less affluent parishes."* 

The *Conseil diocésain des affaires économiques*, taking into consideration this recommendation, as well as the views expressed on this issue at churchwardens' meetings, has reacted in the same way.

Therefore, it is decreed that a sum equal to **7.3% of the gross sale price** of any immovable be collected in addition to the Cathedraticum of 7.7% and that part of the 7.3% thus received be paid into the *Caisse d'entraide financière des fabriques* (CEFF) to constitute a *Fonds d'entraide patrimonial diocésain* allocated to Fabriques in need.

The Fabrique shall pay the balance of the sale price into a Parish Heritage Fund, whose use requires the Bishop's prior approval.

Refer to Attachment 5 on the standards for the application of this decree, an attachment forming an integral part of this Regulation.

#### EFFECTIVE DATE

The present regulation goes into effect on June 6<sup>th</sup>, 2023 and abrogates any previous Episcopal Regulation on this subject.

Given in Longueuil, June 6<sup>th</sup>, 2023.

+ Claude Handin

† Claude Hamelin Bishop of Saint-Jean-Longueuil

Jean vierre Camerlein V. É.

Jean-Pierre Camerlain, priest Chancellor

# Attachment 1 to Episcopal Regulation No. 14

Église Saint-Jean Longueuil

#### A policy on church buildings no longer necessary in the context of the reorganization of parishes

#### Criteria for making judgements

During recent years, in the context of the re-organization of parishes and following the adoption of evangelization and pastoral animation projects, we have had to either sell or assign to a different use a certain number of church buildings and rectories. Such decisions are never easy when one considers the attachment parishioners feel to their church, the bonds that people have formed, and the challenges posed by every change that bears upon our ties of affection or our customs.

There must, therefore, be serious reasons to go ahead with such changes. In the cases that have arisen, the direction was often foreseen when the evangelization and pastoral animation projects were being prepared. A certain number of criteria have been taken into account. It seems important now to recall them and express them concretely, when we consider that we shall undoubtedly have to proceed with new sales or new assignments to different uses.

The present document therefore sets forth the principal criteria for use as clarification and guidance when a decision has to be taken. These criteria are not to be considered in isolation. It is by looking at them all together that you will determine whether to keep a given location or divest yourselves of it.

#### 1. The viability of a community connected with a place of worship

Just as the creation of parishes and the construction of places of worship have been attributable to the increasing numbers, and the willingness and generosity of worshippers, so have the decreases in the number of active parishioners and their failure to take an active part in the evangelization project and contribute financially to the parish, called its existence into question and that of one or more of its places of worship and assembly.

It is not just the number of parishioners, but first and foremost their effective participation in an evangelization and pastoral animation project that justifies and makes possible the maintenance of a meeting place and of premises necessary for the mission of the parish. The duties of a parish are many, as it must ensure everything that is needed for the life of Christians, from birth to death, which presupposes that the real needs of the parish are taken into account as well as adequate staff to instruct, guide and serve the faithful. However, this spiritual duty calls for effective participation in the mission of

the Church and also, obviously, a corresponding financial participation (Sunday collections, annual dues, voluntary contributions, special collections, etc.). When this participation is lacking the question then arises, without passing judgement on individual persons, as to whether the parish and/or its places of worship can survive.

#### 2. The community of the faithful and the pastoral staff

The parish is defined as a community of the faithful established in a stable manner in a diocese, whose pastoral care is entrusted to a parish priest (Code of Canon Law, can. 515). The community of the faithful is without doubt foremost. To be established in a stable manner and to remain so, assumes a whole set of conditions related to the numbers of the faithful and to all that is needed for the Christian life of a community, but also to the pastoral personnel that would respond to these needs.

It is, therefore, clear that maintaining parishes and their places of worship and other meeting places also depends upon the number of priests available, upon lay pastoral personnel available, churchwardens, various employees and a whole set of volunteers.

We must now also realize that the diocese has fewer priests than it did at the time of its foundation for a population ten times as large, while the average age of these priests is much higher than it was seventy years ago. Even taking into account priests coming from other dioceses and the religious priests working here, we have only about 50 priests available for the 46 existing parishes, of which some have more than 25,000 parishioners and several places of worship. This situation cannot be improved quickly, even by calling upon priests from outside. The ratio of people to priests now is more than 11,000 to one.

Moreover, the number of pastoral agents has also diminished and their task has broadened in scope, notably because they have taken on the duties of catechesis, of social ministry, the catechumenate and ministry to the elderly, the sick and the grieving.

Even after reorganizing our teams, creating larger parish entities, and appealing to volunteers, we find that it is impossible to guarantee celebrations everywhere (especially where there are several places of worship in the same parish), above all when only a small number of worshippers gather together. Therefore, we must no longer think only of re-grouping parishes, but of re-grouping the communities which constitute the parish.

This is, therefore, another factor that has to be taken into consideration when deciding to maintain a place of worship or not, after undertaking a very close study of the needs of each constituent community and of the entire parish.

#### 3. The financial situation and the state of the immovables

It is often because of the costs connected with the upkeep and repairs to a church, when worshippers could be assembling in a neighbouring church that consideration is given to giving up a particular place of worship. Whether it is a matter of regular maintenance costs, or personnel costs and other factors already mentioned, if we do not manage to achieve financial stability in the medium term, we certainly have to ask what is to be done with the place of worship.

After taking into account the actual needs of the community in question, we can certainly consider renting the premises, or making new use of the church, especially if it is under-used. But it is not normal to waste a lot of energy on material questions at the expense of a vaster and more urgent evangelization and pastoral animation project. Besides, the Act respecting Fabriques does not permit the indefinite retention of buildings not serving religious purposes.

#### 4. The patrimonial value

Much has been said in recent years about the patrimonial value of religious buildings and the duty to keep them. The government of Quebec has allocated several millions of dollars to undertake the work necessary to conserve the religious heritage. Many of our churches possessing patrimonial value have benefited from these subsidies.

The proposition has been asserted lately that the people were the proprietors of these religious buildings. Some have even suggested that the State should take possession of them. They forget that it is the members of the different confessions who have paid the costs of construction. For our part, it is practising Catholics who have guaranteed the costs of maintenance and repairs (even when there were subsidies) and, under the terms of the existing law, it is the Fabriques who are the proprietors.

Recently we have begun to establish parish and diocesan patrimonial funds to protect our religious heritage. As far as possible we must, therefore, give priority to buildings possessing patrimonial value. Where this is not really possible, we must plan and assign to another use but a used that would preserve their patrimonial value.

#### 5. Consultations and information

When we have had to divest ourselves of buildings, we have undertaken to consult the assemblies of the Fabriques on the basis of objective information collected by an ad hoc committee and we have provided the information to the people concerned at meetings of parishioners, who have been able to express their opinions on the future prospects of the buildings in question. The final decision has been taken after the College of Consultants and the Diocesan Council for Economic Affairs gave their consent.

We shall continue to proceed in the same manner. We shall provide all the information requested by the people concerned about the church buildings referred to in this paper. The final decision, in conformity with civil and ecclesiastical law, will be taken by the Bishop with the consent of those councils that have the responsibility to speak.

In these challenging times for our Church, we are led to take decisions that result in separation and suffering. But these decisions also result in calls to resume our journey along new paths with other travelling companions. This is how the road to Emmaus is built: the route of the Word, the route of the Eucharist, the route of mission. Following Christ leads us through the suffering of the cross to experiencing the Resurrection. The Spirit of the Lord guides us. It is in Him that we are in communion with the Father and the Son. In Him that we are the Church!

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† Jacques Berthelet C.S.V. Bishop of Saint-Jean-Longueuil

Jean View Comertain fra

Jean-Pierre Camerlain, priest Chancellor

April 26<sup>th</sup>, 2006 and updated August 1<sup>st</sup>, 2009.

# Attachment 2 to Episcopal Regulation No. 14

# ISSUES

### Questions about the future of the parish immovables: land and buildings

- 1 What would be the reasons for Fabrique members to contemplate selling a particular immovable (presbytery, plot of land, church)?
- 2 Have the parish leadership, the mandated pastoral team members and other people involved in pastoral care been consulted about this initiative and what do they think of this?
- 3 Does the financial aspect appear, for the time being, to be the overriding argument leading to the present reflection on this initiative?
- 4 What would be the main options, apart from selling, that could be considered in response to the difficulties? (A list of all options should be drawn up.)
- 5 Are there any community organizations that would be interested, in collaboration with the Fabrique, in renting part of the presbytery or the church, or in using the premises jointly?
- 6 At this stage of the discussion, which option seems to be preferred: renting, transformation, sale, agreement with a local organization, etc.?

2023-06-01

- 7 If the solution envisaged implies, in the case of the sale of the presbytery, the loss of the priest's accommodation, how does the Fabrique envisage housing him? What impact does this option have on the quality of life of the priest(s)... on pastoral life... on the Fabrique's finances?
- 8 Would the proposed solution allow the community or the newly merged communities to retain sufficient space for the celebration of Mass, the work of the pastor, pastoral agents, council meetings, catechesis, movements and the secretary's office?
- 9 If not, how could these needs be met?
- 10 What are the most important benefits that the parish would gain from the proposed initiative (pastoral, financial and social aspects)?
- 11 What are the drawbacks?
- 12 After this analysis of the situation, should we still maintain the same initiative or are there new elements that lead us to question the initiative?

13 - Other comments:

# Attachment 3 to Episcopal Regulation No. 14

#### Use the Form available in the "<u>Reference Documents</u>" Section.

#### STEPS IN THE SALE OF AN IMMOVABLE

Fabrique:				
Sale of:				
Steps		Prog Under- Way	ress Done	Remarks
1	Initial Approach Contact the Diocesan Treasurer to develop an approach.			
2	<b>Issues at Stake</b> The Fabrique reflects about the future of its immovables by asking various questions.			Use Attachment 2 of Episcopal Regulation No. 14 (HAF Document 43.300.)
3	<b>Preliminary Presentation of the Initiative</b> By the Diocesan Treasurer to the Bishop for an Agreement in Principle			Fabrique Resolution requesting an Agreement in Principle from the Bishop
4	<b>Building the File</b> By a Fabrique Ad-Hoc Committee, Reflections, Consultations			
5	<b>Meeting of Parishioners</b> Information Meeting with a Presentation and Feedback			This meeting is informational only and not with decision-making authority.
6	Engagement of a Real Estate Broker Establishment of the Conditions of Sale; Search for Buyers			Validate the order of priority regarding the type of buyer and uses. Validate the zoning by-laws. Expect need for surveying.
7	Engagement of Professionals Surveyor; Accredited Appraiser; Architect for Building Condition Survey [ <i>Carnet de santé</i> ]			
8	Other Specific Steps Validation of Titles; Environmental Review; etc.			
9	<b>Purchase Offers</b> Initiatives for the Real Estate Broker, Negotiations, Selection of Buyer			
10	Fabrique Decision Fabrique Sales Resolution presented to the Bishop through the Diocesan Treasurer			
11	Final Approval of the Bishop Consent of the <i>Collège des consulteurs</i> and the <i>Conseil des affaires économiques</i>			
12	<b>Deed of Sale</b> Initiative submitted by the Notary to the Diocesan Treasurer, Signatures			Specific Clauses to be expected in the Deed

# Attachment 4 to Episcopal Regulation No. 14

# CLAUSES REQUIRED FOR INCLUSION IN THE NOTARIAL BILL OF SALE

#### **RESTRICTIVE-USE SERVITUDE CLAUSE**

The buyer hereby creates a real and perpetual servitude on the immovable acquired by this bill of sale being the servient land in favour of an immovable designated as lot number \_\_\_\_\_\_ in the Cadastre of Quebec, registration division of \_\_\_\_\_\_, property of the seller being the dominant land, restricting the use by the buyer and his successors in title, so as to use the said immovable only for residential, municipal or community purposes and not to use the said immovable in whole or in part for a drinking establishment, place of entertainment, premises of a commercial nature and/or premises for the purpose of gathering persons for any religious practice other than Christianity recognized by the Canadian Conference of Roman Catholic Bishops, which the buyer accepts.

#### WARRANTY

The sale is made, without legal warranties, at the risk and perils of the buyer.

#### INTERVENTION

The ROMAN CATHOLIC BISHOP OF SAINT-JEAN-LONGUEUIL, having his offices at 740 boulevard Ste-Foy, in the city of Longueuil, Province of Quebec, J4J 1Z3, in the person of Monsignor Claude HAMELIN, himself represented by Mr. Paul DE LEEUW, Diocesan Treasurer, duly authorized under Section 4 (i) of the *Act respecting fabriques* (R.S.Q., c. F-1) by a private power of attorney dated \_\_\_\_\_, who, in accordance with Section 26 of the said *Act*, declares that he has taken cognizance of the present and approves them for all purposes. The said power of attorney remains attached to the original of these presents after having been recognized as true and signed by the representative in the presence of the undersigned notary.

#### SIGNATURE

The ROMAN CATHOLIC BISHOP OF SAINT-JEAN-LONGUEUIL

By

Paul DE LEEUW Diocesan Treasurer

#### IF REQUIRED:

#### SERVITUDE OF PASSAGE (and/or parking) IN FAVOUR OF THE SELLER

The seller and the buyer hereby create a servitude of passage on the immovable now acquired by the buyer, being the servient land, in favour of an immovable designated as lot number \_\_\_\_\_ in the Cadastre of Quebec, registration division of \_\_\_\_\_, owned by the seller, being the dominant land, and to be exercised on the base hereinafter designated:

# Site of the Servitude (To be specified)

All as shown on a technical description and/or plan prepared by \_\_\_\_\_, land surveyor, on \_\_\_\_\_ under number \_\_\_\_\_ of his minutes, a copy of this technical description and/or plan remaining annexed to the original of the present document, after having been recognized as true and signed "for identification" by the parties and the undersigned notary.

The construction, maintenance and repair of this passageway will be at the expense of the buyer.

The costs of the present shall be borne by the buyer.

# Attachment 5 to Episcopal Regulation No. 14

# BOOKKEEPING STANDARDS FOR THE PARISH HERITAGE FUND AND THE FONDS D'ENTRAIDE PATRIMONIAL DIOCÉSAIN

# 1. PARISH HERITAGE FUND

- 1.1 Bookkeeping Entries (see HAF <u>Document 31.500</u>):
  - Receipts from the Sale of an Immovable are entered in Category 333-Non-Recurring.
  - Disbursements related to the sale of an immovable are entered in:
    - Category 444-Non-Recurring, the Cathedraticum applied as 7.7% of the sales price (gross amount),
    - Category 454-Non-Recurring, the contribution to the *Fonds d'entraide* patrimonial diocésain applied as 7.3% of the sales price (gross amount)<sup>2</sup>,
    - Category 454-Non-Recurring, the disbursements related to the sale.
  - On the Balance Sheet of the Parish Fund:
    - Category 151, the investment identified with the sale (ref. 1.4),
    - Category 252, a reserve in the Parish Heritage Fund identified with the sale (ref. 1.5).
- 1.2 After repaying the loans on the immovable sold and paying the related disbursements (ref. 1.1), the net proceeds from the sale of an immovable must be **retained in full** by the Fabrique, to secure the long-term future of the parish. Only the **interest** can be used to finance current operations.
- 1.3 Proceeds from the sale of an immovable must be used for **major capital projects** necessary for the mission of the parish (major repairs, a revamp for essential needs, etc.) and for a major pastoral project or initiative deemed essential by the parish leadership.
- 1.4 For rigorous control, administrators should **identify the investment** resulting from the sale of an immovable separately, so that it is not buried among all their investments, under the heading "Sale of \_\_\_\_\_" (Category 151).

<sup>&</sup>lt;sup>2</sup> The Cathedraticum (7.7%) and the percent remitted to the Fonds d'entraide patrimonial diocésain (7.3%) are always calculated based on the gross amount of the sale, i.e., before paying the commission to the real estate broker and before any reimbursement of the debt or hypothec [mortgage] or any other expenses related to this transaction.

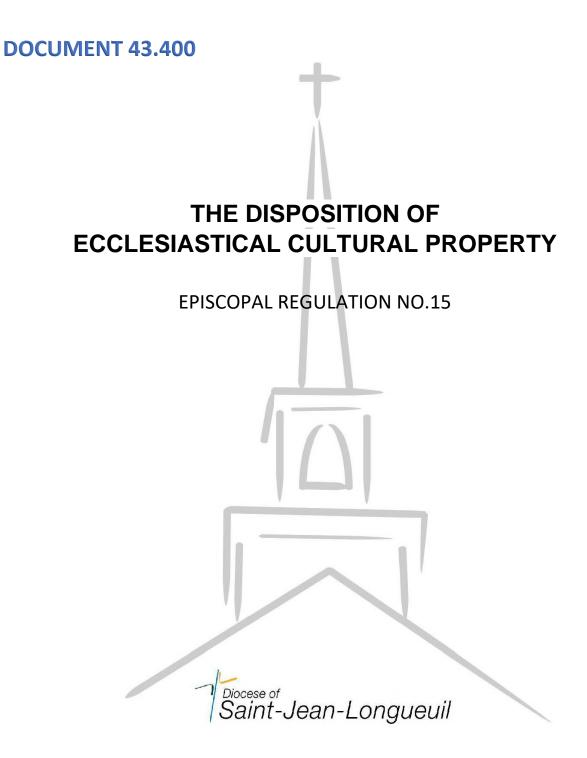
- 1.5 Similarly, the Fabrique must create a **debt equivalent** to the amount of the investment, in the Category 252 "Reserve: Parish Heritage Fund Sale of \_\_\_\_\_" using the same heading mentioned in 1.4.
- 1.6 In all circumstances, the Fabrique must justify any possible use of part of the capital and obtain the **approval of the Bishop** before using amounts from the sale of an immovable and its Parish Heritage Fund.

## 2. FONDS D'ENTRAIDE PATRIMONIAL DIOCÉSAIN

- 2.1 Any immovable sale by a Fabrique, whether in a dissolved parish or not, is subject to the **contribution** set in this Episcopal Regulation (7.3% calculated from the gross amount of the sale.)
- 2.2 The Bishop entrusts to the Caisse d'entraide financière des fabriques (CEFF) for its management, in a separate earmarked budget item designated Fonds d'entraide patrimonial diocésain, the contributions received from the Fabriques (see HAF Document 32.500.)
- 2.3 The *Comité permanent* of the CEFF may dispose of all the interest and, after written approval by the Bishop, may also dispose of part or all the capital from this fund.
- 2.4 The *Fonds d'entraide patrimonial diocésain* is to be used only to help to finance, in the form of a grant, a **major project** for:
  - Repair, maintenance or major renovations of buildings to be preserved for the long term, in the case of less affluent parishes,
  - Acquire a building necessary for the accomplishment of the Mission,
  - A particular pastoral project.
  - **Note:** The CEFF already has a separate fund to help to pay wages or salaries, in the form of a loan or a donation.
- 2.5 Before calling upon the *Fonds d'entraide patrimonial diocésain*, except in exceptional cases, the requesting Fabriques must draw on their own heritage fund, having obtained the prior approval of the Bishop.

To apply for a grant from this fund, please refer to <u>Document 32.500</u> of the Handbook for the Administration of Fabriques.

Section 40



#### For further information, contact:

The Diocesan Treasurer's Office - Aide aux fabriques: fabriques@dsjl.org

# **Episcopal Regulation No. 15**

# DISPOSITION OF ECCLESIASTICAL CULTURAL PROPERTY

#### PURPOSE

In the context of the merging of parishes and the sale of places of worship, it is worth intensifying our attention on safeguarding the inventory of objects which constitute the treasure of the religious heritage of our Diocese.

The purpose of this Regulation is to define what ecclesiastical property is and to identify the rules to be followed for its disposition.

Religious communities with several chapels or oratories will be informed of the recommendations contained in this document.

#### Article 1 MANDATE OF THE COMITÉ D'ART SACRÉ

The *Comité d'Art sacré du diocèse* (CAS), attached to the Diocesan Treasurer's Office, has the mandate to advise the Bishop and his close collaborators on various projects, including the disposal of movable property, but also to promote the conservation of ecclesiastical property such as liturgical furnishings, recognized works of art and any other property having heritage, historical, sacred and artistic value. In the vast majority of cases of property disposal, the services of the CAS are requested through the Diocesan Treasurer.

#### Article 2 ECCLESIASTICAL PROPERTY

The temporal goods of the Church are called ecclesiastical property. They fall into three categories:

- Sacred property that has been dedicated to divine worship by consecration or blessing (ref. 2.1),
- Precious or heritage goods that have artistic or historic value (ref. 2.2),
- Alienable ecclesiastical property (ref. 2.3.)

Administrators of ecclesiastical property must comply with the legislation established by Canon Law, an *Act respecting fabriques* and Diocesan Regulations before disposing of them. Otherwise, they could render their actions unquestionably invalid and even expose themselves to disciplinary and pecuniary sanctions. All transactions not authorized by the Bishop, of which it may have been the subject, are absolutely null and void.

# 2.1 **Consecrated or Blessed Sacred Property**

According to the Thesaurus dictionary, written in collaboration with the Canadian Heritage Information Network, it can be said that any furniture or object related to the altar, the Eucharist, other sacraments, sprinkling, incensing, preaching, offerings, the sanctuary, liturgical vestments, processions and devotions may not be alienated.

#### 2.2 Artistic and Historic Heritage Property

Works of art such as sculptures, paintings, silverware, mosaics constituting the treasure of a church may be sold with caution, after recommendation of the *Comité d'Art sacré* which will analyse the projects and initiatives case by case and after approval of the Bishop.

#### 2.3 Alienable Ecclesiastical Property

Decorative accessories, utility furniture, hand tools (mechanical and electrical), stationery, audio-visual instruments and lighting equipment are all objects that Fabriques may dispose of.

#### Article 3 PROCEDURE FOR THE DISPOSAL OF RELIGIOUS FURNISHINGS

- 3.1 Find a conscientious and competent person, volunteer or paid, to prepare a complete inventory of the religious objects in the church and the sacristy, and then to identify the objects that can be disposed of.
  - **Note:** The Diocesan Treasurer's Office Aide aux fabriques can provide, on request, a complete model inventory for both religious objects and equipment normally found stored in churches and presbyteries.
- 3.2 Before deciding about the disposal of church property, the Fabrique must inform the person in charge of *Aide aux fabriques*. The latter, if necessary, invites the *Comité d'Art sacré* to verify the inventory and establish the heritage value of all the property made available. The heritage value is based on a set of criteria relating to their age, rarity, representativeness of an artistic movement or style of fabrication, their association with a recognized sculptor, goldsmith or painter, their authenticity and the quality of their conservation.
- 3.3 The Fabrique will allow a reasonable time for the *Comité d'Art sacré* to make its recommendations, which are accepted by the person in charge of the *Aide aux fabriques* and presented to the Bishop for approval. Thereafter, the decisions will be written up in an official report and submitted to the Chairperson of the Fabrique Meeting.

- 3.4 After deliberation, the Chairperson of the Fabrique Meeting must inform the person in charge of *Aide aux fabriques* of the decisions that have been made, in relation to the report that has been transmitted to him/her. These decisions must be the subject of a written resolution of the Fabrique, which is forwarded to the person responsible for *Aide aux fabriques*.
- 3.5 The Chairperson of the Fabrique Meeting might also contact the person in charge of *Aide aux* fabriques to advise him/her of the list of religious objects that the parish wishes to offer the Diocese through a donation agreement. These religious objects are usually stored until they might be placed in a situation where they may be used in other Church-related places of worship or buildings.

# Article 4 GENERAL GUIDELINES FOR THE DISPOSITION OF RELIGIOUS OBJECTS

- 4.1 In practice, not all <u>sacred objects</u> can be sold or given to dealers in religious objects, antique dealers and private individuals. Priority is given to offering them to other parishes in the Diocese, either for a fee or not, through the person in charge of *Aide aux fabriques*.
- 4.2 In the case of the sale of a church, electric and electronic <u>organs</u> can be offered for sale. Wind and pipe organs can be offered to parishes that would like to acquire such an instrument, taking into consideration the high costs of moving and reassembling all the parts, or to university music faculties. In some cases, the buyer may wish to negotiate the sale of an organ with the purchase of the church, depending on the cultural vocation he wishes to give to the building. In such a case, the clauses of the sales contract must be properly specified. It should be remembered that these organs can be of great heritage value.
- 4.3 If a church is sold, it would be advisable to remove the bells. Experts say that most parishes in Quebec have good quality bells. These bells could be offered at little or no cost to interested parishes in exchange for the cost of moving them.
- 4.4 Most church towers are dominated by a good-sized cross. When a church is sold, we strongly recommend that this cross be removed from the gable and recovered, for example, as a wayside cross.
- 4.5 Many church facades have niches in which heavy <u>statues</u> of the Lord, the Virgin Mary or the great figures of Christian iconography are installed. We believe that they should be removed and donated to parishes or to an organization whose aim is the respect and conservation of heritage, especially religious heritage. The same is true for the exterior statues erected on pedestals in various places on the church grounds.

- 4.6 Some of the churches have beautiful <u>stained-glass windows</u>, some figurative, illustrating various scenes from biblical or hagiographic history, others modern with symmetrical or asymmetrical colour schemes. The former should be offered to the parishes of the Diocese, taking into account the complexity of such a relocation. The latter can be put up for auction.
- 4.7 <u>Church pews</u> need to be the subject of a special arrangement because of their difficulty in storage. They have to be practically studied case by case for an informed decision. Some are of great historic and artisanal value or display a religious symbol while others are of great simplicity. Some may be worthy of a home in another Diocesan church, while others may be offered to funeral homes, community centres or parishioners; in all cases, the idea is to have the purchase made for conservation, not speculation.

Taking into account their previous use, when left on site or sold, the new use of the abovementioned objects must be done with respect.

# EFFECTIVE DATE

The present regulation goes into effect January 1st, 2022 and abrogates any previous regulation on this matter.

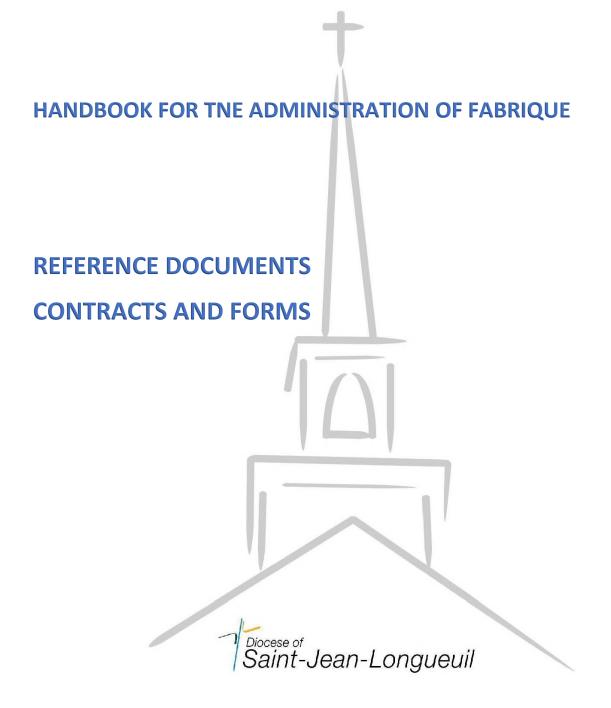
Given in Longueuil, January 1st, 2022.

Claude Hand

† Claude Hamelin Bishop of Saint-Jean-Longueuil

lean View Camerlin

Jean-Pierre Camerlain, priest Chancellor



#### For further information, contact:

The Diocesan Treasurer's Office - Aide aux fabriques: <u>fabriques@dsjl.org</u>

# REFERENCE DOCUMENTS CONTRACTS AND FORMS

In the following EXCEL files, there are various documents that the Fabrique is called upon to use in its management. Once the document has been downloaded and saved on a computer, all you have to do is complete the appropriate fields. There are also WORD documents that the Fabrique can adjust according to its needs and PDF documents for reference.

**Please note:** a **PASSWORD** is required to access the download portal. This prevents an individual from fraudulently using an internal document. Contact the "<u>Aide aux fabriques</u>" office. Most documents are bilingual.

Fabriques Documents	Format	Référence au HAF				
CEFF Application Forms	EXCEL	<u>32.500</u>				
Parish Lay Agent Employment Contract and Confidentiality Attestation	EXCEL	<u>41.200</u>				
Notice of Meeting of Parishioners-Churchwarden Election	WORD	<u>33.500</u>				
Meetings of Parishioners-Churchwarden Elections-Minutes Template	WORD	<u>33.500</u>				
Form - Rentals Leases - tab ÉGLISE (Church)	EXCEL	<u>36.400</u>				
Form - Rentals Leases - tab Occasionnel (Occasional)		<u>36.500</u>				
Form - Rentals Leases - tab 12 mois et moins (12 Months or Less)		<u>36.600</u>				
Form - Rentals Leases - tab Plus de 12 mois (Over 12 Months)		<u>36.700</u>				
Form - Rentals Leases - tab Ponctuel (Single Use)		<u>36.300</u>				
Form - Rentals Leases - tab Renouvellement (Renewals)		<u>36.800</u>				
Tobacco Control Act - Extracts (French)	PDF	<u>25.100</u>				
Formal notice - Examples	WORD					
Chairperson of the Fabrique Meeting - Assessment Grids	EXCEL	<u>33.100</u>				
Major Project Forms	EXCEL	<u>43.100</u>				
Protection of minors and vulnerable adults - Poster	PDF	<u>34.700</u>				
Priests Pension Plan – Full Text (French)	PDF	<u>41.400</u>				
Fabrique Bylaws	EXCEL	<u>31.400</u>				
Sale of an Immovable - Steps & Form	EXCEL	<u>43.300</u>				
Click here to access the portal of the various documents						

END OF

#### HANDBOOK FOR THE ADMINISTRATION OF FABRIQUES



The *Handbook for the Administration of Fabriques* is the responsibility of the Diocesan Treasurer: <u>econome@dsjl.org</u>.

Only that person, with the approval of the Bishop, is allowed to make changes or additions. The documents found on the website correspond to the official versions, - including the Episcopal Regulations. Extracts may be provided on request.

This Handbook is available online on the Diocesan website and is for the use of:

- Active members of the Fabriques in the Diocese,
- Parish administrators in the Diocese,
- Administrative personnel of the parishes in the Diocese.
- Officers responsible for the Diocesan services.

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