

Parish Officer Handbook

of the

DIOCESE OF FREDERICTON

ANGLICAN CHURCH OF CANADA



THE FIVE MARKS OF MISSION

To proclaim the Good News of the Kingdom

To teach, baptize and nurture new believers

To respond to human need by loving service

To seek to transform unjust structures of society, to challenge violence of every kind and to pursue peace and reconciliation

To strive to safeguard the integrity of creation and sustain and renew the life of the earth

WHEN YOU... listen with all your heart • honour your elders • encourage young people to take over the church often and loudly • choose good over evil • welcome the stranger • write the government about the issues that matter • invite a coworker to church • help your dad do housework • get messy with your Sunday School kids • say "Thank the Lord!" and mean it • tweet your blessings one by one • introduce your grandchildren to nature • read and share God's word
...THEN YOU ARE LIVING THE MARKS OF MISSION www.anglican.ca/marks

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Revised March 2018

ABOUT THIS HANDBOOK

This publication is designed to serve as a general source of information for parish officers, including the church wardens, treasurer, the vestry and others in a lay leadership capacity. It provides information of a general nature.

This guide is not intended to replace or supersede the many sources of information which already exist including The Anglican Church Act 2003 (as amended 2017); the Constitution and Canons; and the established regulations, policies and episcopal directives of the Diocese of Fredericton. The intent is to provide information about the more common tasks that parish officers encounter and to answer some of the more frequently asked questions.

For further clarification, this guide includes the full text of The Anglican Church Act 2003; the Constitution and selected Canons. Also included are excerpts from our diocesan regulations and policies that are of specific interest to parish lay leaders.

An attempt has been made to produce a resource which is easily read and helpful. Such an undertaking will not be without errors or omissions. Please advise the synod office if you find some. Also feel free to make any suggestions for inclusion in future revisions. This is your resource and should respond to your needs.

March 2018

A MESSAGE FROM THE BISHOP

As a diocese we face challenging times. Every follower of Jesus has a call to minister in his Church. Our ministry centres on God's mission to the whole of his creation. As officers of your corporation you have accepted the call of God to proactively participate in this task. Each congregation in our diocese has a vital role to play in serving the community in which it is set and the world beyond us.



As you will know the Anglican Communion has committed itself to working towards 5 Marks of Mission. A significant part of your role is to work with the clergy and others in your congregation to move these marks forward. The marks are listed below as a reminder:

To proclaim the Good News of the Kingdom.

To teach, baptize and nurture new believers.

To respond to human need by loving service.

To seek to transform unjust structures of society, to challenge violence of every kind and to pursue peace and reconciliation.

To strive to safeguard the integrity of creation and sustain and renew the life of the earth.

It is vital that we all strive to attain these goals. A fundamental question for each parish is: which one of these shall we work on now?

I am grateful for your willingness to accept the office to which you have been elected. I look forward to our serving God together for the advancement of his Kingdom.

With Blessings in Christ,

STANDARDS OF ACCOUNTABILITY FOR CONGREGATIONAL LEADERS

1. With dedication and faithfulness, an accountable leader holds up the best interests of the community, offering a level of trustworthiness and faithful care expected of prudent leaders in similar circumstances.
2. An accountable leader is conscious of the power of the role, respecting and consistently living within the ethical boundaries that accompany such authority.
3. An accountable leader stays informed about the rules and records that order the community's life, the resources that may enrich it, and the requirements of the state.
4. An accountable leader creates a safe environment and safe institutional habits for the benefit of members, guests, and friends.
5. An accountable leader tells the truth.
6. An accountable leader gives special attention to all financial matters, abstaining from personal gain in congregational affairs and championing honesty.
7. An accountable leader oversees relationships, building and nurturing them both within the community and with strangers, guests, service providers, partner institutions, and the state.
8. An accountable leader leads, taking responsibility along with other leaders to move the community forward carefully.
9. An accountable leader nurtures self-respect in all, beginning with himself or herself.

(Accountable Leadership by Paul Chaffee)

OUR DIOCESE – OUR PARISH

Glossary of Terms

Archdeacon

A priest delegated and appointed by the Bishop to assist in oversight of a group of parishes. Traditionally, archdeacons are the “oculi episcopali” – the eyes of the Bishop. Archdeacons operate within a territory known as an “archdeaconry” (hence the title “territorial archdeacon”) comprised of one or more deaneries, and assist the Bishop with personnel and administrative matters. An archdeacon uses the title “The Venerable” (see [Forms of Address for Anglican Clergy](#)).

Bishop

The chief pastor who gives oversight to a Diocese. There are three kinds of Bishops referred to in diocesan legislation, all consecrated by indelible ordinations: Diocesan, Coadjutor, and Suffragan. The Diocesan may appoint an Assistant Bishop.

Canons

The laws of the church in a Diocese, referred to as Canon Law, and; an appointment made and a title conferred by the Bishop to recognize special service to the Diocese and membership in the Cathedral Advisory Chapter. Honorary Canons are not members of the Chapter. Canons use the title ‘The Reverend Canon.’

The Anglican Church Act, 2003

An act of the Legislature of the Province of New Brunswick, which gives corporate status to the Office of the Bishop and the Diocesan Synod of Fredericton. It provides the legal framework for the establishment of parish corporations, for the writing and revision of the Constitution and Canons, and for the general function of the Anglican Church in the Province of New Brunswick. The 2003 Act was amended in 2017.

Deanery

A geographic area identified by the Bishop and incorporating several parishes in close proximity. There are nine deaneries in our Diocese. (Chaleur-Miramichi, Fredericton, Kingston-Kennebecasis, Lancaster, St. Andrews, Saint John, Shediac, Woodstock, York)

Diocese

A diocese is made up of local parishes in a given geographic area with a diocesan bishop as its chief priest and pastor. The boundaries of the Diocese of Fredericton are coterminous with those of the Province of New Brunswick.

Diocesan Council

The "Synod between Synods." The Diocesan Council is the main governing body of the Diocese when Synod is not in session. Its membership includes the Bishop, the Dean, Synod Officers, Archdeacons, clergy and laity elected at the Archdeaconry Greater Chapter level and four others (including a youth representative) appointed by the Council itself.

Incumbent

A specific designation of a priest, deacon or layperson appointed by the Bishop to minister in a parish or shared parish setting. Incumbents may be appointed as priest and rector, priest-in-charge, deacon-in-charge or any other designation the Bishop sees fit. Incumbents are installed/inducted to parish ministry by the bishop or an archdeacon during a public service.

Parish

The local level of the diocesan church. A Diocese is divided into parishes each with its own geographic boundary and with one or more churches (points).

Parish Corporation

The legally incorporated body of the Parish. Parishes in New Brunswick are incorporated by the Bishop, under The Anglican Church Act, 2003. The Parish Corporation is comprised of the Incumbent, Wardens, and Vestry of each parish. Churches within each parish are not normally incorporated (see [Canon Six](#)).

Regional Dean

A member of the Deanery clericus who has been appointed to assist the Bishop with Deanery administrative matters. The Regional Dean is usually appointed on nomination by his or her peers.

Vestry

Persons elected as members of the Parish Corporation. Vestry members assist the wardens in carrying out their duties (see [Canon Six](#)). The term "vestry" and "corporation" are often used interchangeably i.e. a meeting of "vestry" or a meeting of the "corporation", however, since the incumbent and wardens are not technically vestry members; the more accurate is "a meeting of the corporation."

Warden (Church Warden)

The principal elected lay officer of the Parish. Two church wardens are elected annually. As well as duties defined in [Canon Six](#), church wardens work with and support the incumbent in the wider mission of the church. Parishes with more than one church (worship point) may appoint Chapel Wardens. Although a chapel warden is not a canonical "warden," they can play an essential role in assisting church wardens in their duties.

Our Diocesan Church

Bishops

In Anglican episcopal governance every diocese is presided over by a diocesan bishop, often referred to as “the Diocesan.” Some dioceses have suffragan bishops (assistants) to help with the episcopal work of the Church. A bishop who is elected with the right of succession to the position of diocesan is called a coadjutor bishop.

The Diocesan Synod

The Anglican Church is “episcopally lead and synodically governed.” Through the Synod (the legislative body); the laity (people), clergy (those in holy orders), and bishops are involved in the life and governance of the Church.

Clergy licensed and resident in the diocese are members of Synod. Other members of Synod are diocesan officers (Treasurer, Secretary, Chancellor, Vice-Chancellor), the President of the Diocesan Anglican Church Women (ACW) and Lay Evangelists (formerly Church Army Officers) when licensed and resident.

Parishes are represented at Synod by lay people elected at the parish annual meeting. Each parish may elect up to two lay delegates, or three as long as one delegate meets the current definition of youth delegate, and a like number of substitutes.

The Synod is a legislative body as well as an educational body where members learn of programs within the Church emphasizing ministry and outreach. It is only at Synod that the Constitution and Canons of the diocese can be changed. It is to Synod that the Diocesan Council and its committees and other groups report on their ministry and activities.

[The Anglican Church Act, 2003 \(as amended in 2017\)](#) and the [Constitution of the Diocesan Synod](#) has established a body called the Diocesan Council, which is the Synod between meetings of the Synod. Its membership includes the bishop, archdeacons, the dean, the diocesan ACW president, the chair of the Finance Committee, the officers of the Synod, clergy and laity from each of the seven archdeaconries, and three laity and one youth representative appointed by the Council itself.

There are a number of standing committees that report to the Diocesan Council and through them, to the Synod. They include Finance, Constitution and Canons, Nominating, Human Resources and the Diocesan Executive Committee.

In addition there are numerous other groups with various roles and responsibilities. These committees offer clergy and laity the opportunity to share gifts, talents and expertise in various aspects of the Church's work.

Synod also elects persons to represent the diocese at the (ecclesiastical) Provincial Synod and the General Synod levels. Provincial Synod ([Province of Canada](#)) is comprised of seven dioceses east of Ottawa and meets tri-annually.

The General Synod, also meets every three years and like our own synod, is a legislative and educational body. General Synod carries out the work of the [Anglican Church of Canada](#) nationally. In addition, the General Synod sends a bishop, priest, and lay person to the Anglican Consultative Council at which is represented all Provinces of the [Worldwide Anglican Communion](#) and which meets every three years to discuss and reflect on the work of mission, ecumenism, doctrine, and social justice issues.

Anglicans are linked by a common tradition and heritage, worship, ordained ministry and the three cornerstones of scripture, tradition and reason. One Body of Christ composed of churches which, united under the One Divine Head, and in the fellowship of One, Holy Catholic and Apostolic Church . . . and Worship One God and Father through the same Lord Jesus Christ by the same Holy Divine spirit who is given to them that believe to guide them into all truth. (Solemn Declaration - Book of Common Prayer, 1962)

The Regional Deanery

For the purposes of improving communication and encouraging the involvement of parishes in sharing concerns and needs, the Diocese of Fredericton is divided into nine Regional Deaneries. They are comprised of parishes in a given geographical area. Each deanery has a Regional Dean whose task is to provide leadership, convene meetings of the deanery clericus and to assist in the pastoral and administrative work in that particular area of the diocese.

The Archdeaconry

The diocese is divided into seven areas with one or more deaneries called Archdeacons. Archdeacons are clergy appointed by the bishop to assist with matters within one's own archdeaconry. The archdeacons work with the regional deans to ensure that clergy receive the support and assistance they require to carry out the ministry. Archdeacons currently include:

- Chatham (Chaleur - Miramichi Deanery)
- Fredericton (Fredericton and York Deaneries)
- Kingston and the Kennebecasis (Deanery of Kingston - Kennebecasis)
- St. Andrews (St. Andrews and Lancaster Deaneries)
- Moncton (Shediac Deanery)
- Saint John (Saint John Deanery)
- Woodstock (Woodstock Deanery)

Archdeaconry Greater Chapter

This is a broad cross section of clergy, and parish lay leadership, in an archdeaconry, which meets at the call of the archdeacon on a regular basis for information and to facilitate the ministry in that region.

Parish Structure

THE PARISH

At the local level in each diocese the unit of administration and pastoral responsibility is called a "parish." Some parishes have just one church and may be referred to as a "single point parish." Other parishes may have two or more churches and are referred to as "multi-point parishes."

Parishes in the Diocese of Fredericton are incorporated under The Anglican Church Act, 2003 and are referred to by a specific name, which may reflect the name of a church in the parish or the geographic area of the parish. The standard format for the naming of a parish corporation is: "The Corporation of the Anglican Parish of _____."

A parish is spiritually lead by an incumbent, usually a person in the holy order of priesthood, appointed by the bishop. The appointment of a new incumbent to the parish is celebrated at a special service called a Celebration of New Ministry. When two or more parishes are served by one incumbent or priest-in-charge, those parishes retain their own corporate identity and status. An arrangement is normally made with regard to the sharing of the costs of the ministry appointment including, stipend and related expenses and the rectory costs.

MEETINGS

Parish Meetings

All parishes are required to hold an annual general meeting of parishioners not later than the last day of February (Canon Six (2)). The meeting is normally called and chaired by the incumbent. From time to time there may be need for "special" meetings of parishioners and they are called and conducted in a manner similar to that of the annual meeting.

Corporation (Vestry) Meetings

The Parish Corporation is required to meet at least six times per year (Canon Six (4)). Such meetings are an integral part of the life of the parish. While the incumbent calls, and normally chairs, vestry meetings there is provision in some circumstances for them to be called by the church wardens.

[Canon Six](#) contains helpful information regarding annual meetings, special meetings and corporation meetings.

PARISH OFFICERS

The Incumbent

A cleric appointed and licensed as rector or incumbent holds an office of the parish corporation (the incumbent, wardens, and vestry), is a full participating member and its chair.

The incumbent of the parish is the "chief liturgical officer" and as such is solely responsible for the liturgy. All those who assist in public worship do so under the direction of the incumbent (organists and choir directors and choirs, layreaders, visiting and assisting clergy, etc.). While clergy are part of the parish corporation and are provided a stipend by the parish, they are appointed by, and responsible to, the bishop of the diocese.

A person appointed to have charge of a parish but is not an incumbent is not a member of the parish corporation, but is entitled to attend corporation meetings with voice but no vote (Canon Six 1(3)). Parish corporations will often by resolution appoint the priest (or deacon)-in-charge to the role of chair of meetings of a corporation, as well as request the fulfilment of other duties normally performed by an incumbent.

The Church Wardens

Church Wardens are the principal elected lay officers of the parish, and a mutual sharing of duties and responsibilities with the incumbent is recommended by Canon Six. Wardens are elected each year at the parish annual meeting (Canon Six 2(1)(b)). The limit to consecutive terms as warden is five years. Wardens must be members of the laity and otherwise meet the qualifications for voting member of the parish.

There is no canonical distinction between junior and senior warden, although many parishes have internal by-laws or custom which make that distinction.

Canon Six 6(1) and 6(7) outline the duties and responsibilities of the church wardens. Wardens are called upon to attend to many functions, including regularly evaluating the overall life of the parish, to recommend and offer ideas for effective ministry and to give leadership towards the achievement of the purpose of the parish.

Canon Six (3) makes provision for the election of Chapel Wardens in cases where there is more than one church building in the parish. The duties of the chapel wardens are generally restricted to the care of the local church building.

The Treasurer

The Parish Treasurer is appointed by the corporation (Canon Six 9(1)). The treasurer may, but need not be, a member of the corporation. The treasurer shall not be a church warden or a member of the same household as any other parish financial signing authority.

The responsibilities of the treasurer are defined in Canon Six 9(2). Beyond those specific canonical definitions, from a functional standpoint, the treasurer's work represents a broad range of responsibilities:

- Keep a full record, using accepted accounting procedures, of all the financial affairs and transactions of the parish. This will include collecting and transmitting of all funds for diocesan and parish commitments on time and in full, paying all bills, balancing bank accounts, and generally recording and

reporting on the financial affairs of the parish subject to direction by the corporation.

- Inform the wardens and the corporation if any unforeseen financial problems arise within the parish or churches, or if any irregularities should occur.
- Present a current financial position of the parish to the corporation at least quarterly (and preferably at all meetings).
- Submit complete year-end financial statements to the corporation so they may be audited and presented at the annual meeting of parishioners.
- Should be actively involved in the process of preparing the parish budget and should be a member of any parish financial committees.
- Ensure that required financial reports to the diocese and to any government agencies is provided within the appropriate and legislated time frames.

In some parishes there is more than one treasurer. While this does reflect local custom, it is not encouraged (or allowed by Canon). The spirit of Canon Six is that one person is responsible for the financial administrative affairs of the parish corporation. When that task is divided it can lead to confusion and serious administrative difficulty. This needs to be recognized and steps need to be taken to ensure an orderly flow of information and financial accountability.

It should be noted as well that treasurers are not responsible for making decisions concerning the expenditure of parish or church funds, but are to keep records of such actions. Such decisions are the responsibility of the corporation. Canon Six does not stipulate a term of office for the treasurer.

The Vestry Clerk

The Vestry Clerk is the official, legal secretary of the corporation and is appointed by the corporation (Canon Six 8(1)). He or she may, but need not be, a member of the corporation. The vestry clerk's responsibilities are listed in Canon Six 8(2). It does not stipulate a term of office for the vestry clerk.

Members of the Vestry

Vestry members are elected at the annual meeting (Canon Six 2(1)(a)). The canon calls for a minimum of six and a maximum of twelve persons to be so elected. A parish may establish local practice or by-law as to term of office to provide continuity of leadership, as long as this does not conflict with the canon.

Lay Delegates to Synod

Delegates and their substitutes to Diocesan Synod are elected at the parish annual meeting (Constitution s. 4).

Delegates who attend a synod session are considered Members of Synod and should have an appreciation for the wider church to which we belong. Synod is not comprised of separate and competing interests, but instead, it is essential that we see ourselves as individual parts who are united into one body.

Delegates to synod should make an effort to understand the nature and function of the Diocesan Synod. While there are a number of responsibilities related to attending a synod session itself, there are other aspects to being a member of synod. Delegates should be aware of and accept the commitment of time and effort required prior to, during, and after a synod session. Delegates should be prepared, if called upon, to allow their gifts and talents to be used at the diocesan level (see [Policy B-2 Responsibilities of a Member of Synod](#)).

The decisions of Diocesan Synod are collective and are based on discussion and debate at synod and, once made, they are the decisions of the whole church in the diocese. Each synod member has an important role in that decision making process and, of equal importance, is a vital link in the chain of carrying the decisions forward to their parishes.

The Corporation (often referred to as the "Vestry")

Canon Six s. 4 outlines the structure of the parish corporation as operating in a "shared" way. This means that no one individual alone bears the responsibility for the activities of the parish. All vestry members, with the incumbent, wardens and other elected members, have a responsibility to be alert to the state of the overall life of the parish and congregation(s) and be active in recommending ideas for effective ministry and leadership. Vestry members normally share in the leadership and help maintain a healthy parish environment.

Signing Officers

It is vital that all bank accounts and investments which are the property of the parish be in the name of and under the control of the corporation. This control is evidenced by the appointment of signing officers as per Canon Six 10. Cheques and other money instruments issued by the parish corporation require two signatures; that is, any two of the parish treasurer, the incumbent and a church warden.

Occasionally, it comes to light that a bank account, a fund, or some form of investment, owned by the corporation, is under the direct control and oversight of a single individual. This situation is unacceptable. As a corporation in receipt of charitable donations, and in respect of the implied trust that accompanies those gifts, it is imperative that all accounts be under the direct control of the parish.

This does not mean that local churches and organizations in the parish cannot hold accounts - if that is the accepted practice and it is endorsed by the corporation. However, in cases where these accounts do exist, and there is a desire to continue them, a corporation must ensure the following accountability provisions are in place:

- a financial report to be filed regularly,
- accounts and transactions included in the annual audit of parish books,
- signing officers appointed specifically by the corporation, and
- the accounts named in a manner that reflects the corporate ownership of the funds, i.e., including the parish name.

It is vital, as well, that a parish has control over the appointment of persons authorized to sign income tax receipts for charitable gifts. This person is often the appointed Envelope Secretary.

Auditors

Canon Six 4(1)(k) states that the books of account be audited annually, prior to presentation to the annual meeting. The canon calls for an “audit” to be done “by a professional accountant or by two competent persons.” The corporation should appoint the auditors accordingly. A “checklist” is available as part of the [Parish Financial Audit](#) to assist in the orderly audit of parish financial records.

MANAGING PARISH BUSINESS

The Corporation (Incumbent, Wardens and Vestry members) is responsible for the management of the day to day affairs of the parish. It is essential that all members of the corporation have an awareness of the state of the church in their area, and to be diligent in their collective decisions.

The [Constitution, Canons](#) and the [Anglican Church Act, 2003](#) (as amended in 2017), along with federal, provincial, and municipal legislation, provide the legal framework within which corporate decisions are made. We must however be cognizant, as well, of the need to function within our Christian framework. It is that which sets the parish apart from most other corporate entities.

For all intents and purposes, however, a parish is much like any other corporation; that is, it can own property, can sue (and can be sued), can sign binding contracts, maintains a public profile, and reports to various government and other outside agencies.

The following pages provide insight into our established procedures and policies around our corporate responsibilities with respect to issues of property, employment, and other matters.

As has been mentioned, the information following is of a general nature and relates to our canons, regulations, policies and directives, some of which are provided in part three of this handbook.

The Parish as Property Owner

Registered Owner

The parish may own real property and improvements thereon. Deeds for title to land are registered to the parish corporation. Ideally, this would be in the official current or a former corporate name of the parish (Corporation of the Anglican Parish of or the Rector, Wardens and Vestry of the Parish of).

However, that is not always the case as deeds may have been registered even before a parish was formally established, or may be registered to one of the churches in the parish. This does not normally become an issue until title or ownership needs to be verified, as in a sale.

Approval Required for Disposition

While land may be owned by and registered to a parish there is another interest to be considered. Under the terms of The Anglican Church Act, 2003 [s.7(5)], lands

owned by a parish corporation cannot be sold, mortgaged, or otherwise encumbered without the consent of the bishop and the Synod.

From a procedural standpoint, if a parish wishes to sell real property (whether with a building or without), e.g., a rectory, they must first have authority to do so. This involves an application to the bishop, usually by way of the territorial archdeacon, through the diocesan Property Committee. See [Policy A-3 Sale, Purchase or Renovation of Parish Property](#).

The application must provide indication that the corporation has agreed to the request for approval, the value of the property in question (from a qualified source), the reason for the sale, the method by which the sale will be accomplished (listed through agents or sold privately) and, of course, the asking price.

Applications for approval should first be referred to the territorial archdeacon for input and assistance in preparation to ensure the application is complete. Input from the archdeacon is required in all property matters.

Once the application is approved by the bishop and Diocesan Council (by way of the Property and Finance Committees), and an agreement of sale is reached, the deed of transfer must be signed by the appropriate parish officers and by both the bishop and the Secretary of the Synod. These signatures signify the diocesan and episcopal approval of the transfer of title. The deed is not valid without this signatory.

The same procedure applies in cases of the granting of right-of-way, easements or in the sale of property to government either through sale agreement or expropriation.

Approval Required for Lien or Mortgage on Parish Property

There are times when a parish has need of funding for a major building project and there is a desire to use parish real property as collateral for a financing arrangement, i.e., mortgage or collateral chattel. In this situation there is a need to consider the bishop's vested interest in the property.

In order for the mortgage or other encumbrance to be valid the bishop must sign off his interest in the property. Again, there is a procedure for requesting approval.

The parish must ask for approval of the financial aspect of the undertaking and must make application in that respect. The application (with the archdeacon's input) is made to the Property Committee and must show the financial details of the request as in a sale application.

If the committee and the bishop agree then the mortgage document must be signed by the bishop and the secretary on behalf of the Synod. This signature is given only as a release of the bishop's interest in the property and does not constitute an agreement to co-signer, or act as guarantor of the loan.

Approval Required for Major Building Work

Another area related to property, and which requires approval, is plans for building projects. The acquisition or construction of new facilities, or plans for a major renovation of or addition to an existing building, require both synod and episcopal approval.

The parish may apply for approval through the Property Committee. The application will include both the design or plans and an explanation of how the project will be funded. Both aspects require appropriate attention and ultimate approval before the work may proceed.

[Policy A-3 Sale, Purchase or Renovation of Parish Property](#) contains the required detail in respect of applications to the Property Committee for building/renovation plans, purchase, or sale approval.

Historic Properties

While our diocese has been incorporated for over 150 years, many of our churches are over 200 years old. This leads to important considerations with respect to the historic nature of some of our buildings. The diocese pursues the development of policies and guidelines to assist parishes in dealing with the issues of historic recognition or designation of buildings and the protection of that heritage.

Property Insurance

A parish has a clear responsibility to ensure its buildings and parish owned contents are adequately insured. In that respect, and with the approval of the Synod, the diocese has specific minimum standards as to types and limits of coverage required. See [Policy A-8 Minimum Insurance Standards](#).

In 1998 the diocese undertook a process to establish the replacement values of all parish buildings. These values have been adjusted for inflation and are still quite valid. However, these valuations do not reflect the value of contents, fixed furnishings (pews, for example), organs, or stained glass. Nor do they adequately reflect any historical significance about construction. Those areas must be identified by each parish as you consider your insurance requirements.

Normally, the building policy limitation includes property AND contents and of course excludes land value. Insuring to value helps avoid any obligation by the parish to be a co-insurer on losses. As an example, if replacement cost of a building is established as \$500,000 but the policy is for only \$250,000, then the parish would be responsible for one half of the cost of any insured losses (since only one half of the building's value is insured).

In some cases it may be appropriate for property to be insured for less than replacement cost. This is valid in cases where a building is considered surplus to

parish needs, or would simply not be replaced if destroyed. In these cases coverage for “actual cash value” or “site cleanup” may be feasible.

It is important however that these circumstances be very carefully considered before the reduced coverage is put in place. While the premium cost will be lower, the parish would be in a co-insurance position for the cost of any required repair in the event of a partial loss.

Other areas of insurance requirements include general liability, pollution liability, physical and sexual abuse coverage, crime, and boiler and machinery coverage. It is vital that these be considered where they are applicable.

The diocese has established a group property and liability insurance package. This is designed by our brokers (Marsh Canada Ltd.) and currently underwritten by [Ecclesiastical Insurance](#). The package is specifically designed to meet the established standards of coverage.

The parishes are not obligated to participate in this plan, while an increasing number do. However it is vital that insurance and any arrangements made through other providers meet the established minimum standards (see [Policy A-8 Minimum Insurance Standards](#)).

Our broker can be contacted at 1-800-405-6668 (Barbara McGuire).

Director and Officer Liability

The people who have agreed to serve in various capacities at the parish level require certain personal insurance protection. To meet that requirement, and as directed by the Synod of 1999, the diocese carries director and officer liability insurance.

This policy covers all officers in all parish corporations and our two church camps, as well as the diocesan and episcopal corporations. It extends to individuals serving as wardens, chapel wardens, treasurers, vestry clerks, rectors, committee members, and members of Synod and all of its boards, groups and committees.

This coverage provides individuals with protection from damages that may arise as a result of personal action against them in their various corporate capacities at the parish or diocesan level. If, for example, a member of vestry was named personally in a legal action against a parish this policy would defend that person on an individual basis.

The cost of this coverage (less than \$175 per parish) is paid from the diocesan shared ministry budget.

The Parish as Employer

Clergy Remuneration

The parish corporation has responsibility to provide the incumbent (and assistant clergy if applicable) with remuneration as per [Canon Seven](#) s.7 and the related policies or regulations. The Diocesan Council, on recommendation of the Human Resources Committee, has responsibility for establishing the level of minimum remuneration and the manner in which the other remuneration and benefits will be provided.

The diocese participates in the General Synod clergy pension plan, long term disability plan and clergy continuing education plan. In addition we utilize the services of the General Synod for group life insurance and a medical plan for retired clergy.

Generally clergy remuneration consists of a stipend and a provision for housing.

Stipend: a minimum stipend scale is established by Diocesan Council. Parishes that are not in receipt of a mission grant may pay a stipend in excess of the scale amount. This practice, along with an annual review of stipends in the parish, is encouraged.

Housing: incumbents are provided with a residence, which includes heat and utilities and basic telephone service. In cases where no housing is available or the available housing is not occupied by the incumbent, there is provision for a cash allowance in lieu. [Regulation 7-2 Remuneration, Travel and Housing](#) gives direction in this regard.

All parish clergy are currently provided with a car replacement allowance and per kilometre reimbursement. Additional reimbursements are available in some cases.

The diocese contracts with appropriate companies for the provision of medical and dental plan coverage for clergy. The plan is mandatory and the premiums are cost shared.

There is provision for leave and funding for continuing education for clergy. There is also provision for a sabbatical leave under certain circumstances. See [Regulation 7-8 Continuing Education](#).

Clergy are entitled to an annual vacation leave of one month (four Sundays). In addition clergy are provided an additional, non-cumulative vacation period between Epiphany and Palm Sunday (see Canon Seven s. 3(1)).

The Diocese has an agreement with the Employment Insurance Commission for the provision of a short term disability plan. This provides for income for clergy for a period of up to 15 weeks of disability or illness.

Clergy also participate in a group RRSP as a supplement to the pension plan. Individual contributions (to a set limit based on age) are matched by the diocese.

Upon appointment, clergy may need to relocate to a new parish. [Regulation 7-3 Housing Standards and Moving \(Relocation\)](#) addresses this issue whereby the cost is covered through the diocesan shared ministry budget.

During periods of study leave, illness or vacation, a parish may need to call upon other clergy to conduct worship. The honorarium that applies in these cases is stipulated in [Regulation 7-2 Remuneration, Travel and Housing](#) s. 8.

Lay Employees

Many parishes determine a need for lay employees as organists, sextons, secretaries, or youth/Christian education workers. These appointments are a valuable addition to the work of the ministry of a parish.

It is the responsibility of the parish to ensure that lay employees are treated fairly and in a manner that reflects our Christian ethics. The salary should reflect the nature of the work and the skills of the individual. There must be adequate provision for review of salary and work on a regular basis.

Parishes should be aware that there is a pension plan as well as a medical/dental plan available for lay employees, through the General Synod Pension Office. The Diocesan Synod office can be contacted for details. Generally, participation in these plans requires a minimum 20 hour work week.

Parishes are encouraged to adopt policy whereby all employees who qualify are offered these benefits with a cost sharing for premiums. It is also important to consider such issues as vacation, sick time etc.

The Parish in the Diocese

Our mission and ministry as Anglican Christians is interwoven among the 74 parishes that make up the diocese. There is a sharing of this mission which transcends traditional parish boundaries. No parish stands alone; rather, it is part of the family of Anglican Christians in this area – the Diocese of Fredericton.

Parish Partnership in the Diocese

Each parish has a very direct link with the bishop. Clergy are appointed by the bishop, in consultation with the parish. [Canon Seven](#) describes that process, providing detail as to the roles that are played.

Clergy operate in parish ministry with the bishop's authority, but it is the parish that is to assist the priest as required. Clergy remuneration is a parish responsibility.

The bishop is the spiritual leader of our church in this diocese, but s/he seeks input from the parishes in many ways: through Diocesan Synod, consultations on the shared ministry budget, normal communications and meetings to name a few. Similarly, diocesan policy is established with a high degree of parish input.

The diocese establishes an annual operating budget (the Shared Ministry Budget) to meet its stated goals and objectives, which in turn reflect priorities that serve to build up our people and support ministry.

Each parish is expected to meet its share of that budget's episcopal, administrative and mission and ministry costs. Parish proportionate share of the cost is determined through an assessment, calculated on the basis of a percentage of parish income. The assessment rate varies on the basis of the number of identifiable givers in each parish.

It is recognized that, at times, parishes are unable to meet these budget support requests and, while that is unfortunate, it does not necessarily need to reflect negatively on the parish ministry.

The diocese has established policies regarding the writing off of long outstanding budget assessment arrears and that policy is detailed in [Policy A-6 Outstanding Parish Assessment](#).

Diocesan “Services” to Parishes

Diocesan “services” are what all the parishes enjoy due to the fact that we work together, making much possible when individually it would be more complex and costly overall. Some of the services available to parishes that are only possible due to our sharing as a diocesan (episcopal) church are:

- Payroll processing for parish clergy (mandatory) and lay employees (optional)
- Clergy benefits plan
- Parish [e-Offering program](#)
- Property / liability insurance program
- Diocesan Consolidated Investment Fund (D.C.I.F)

This fund provides parishes with an investment opportunity and normally provides an excellent rate of return on deposits with interest paid semi-annually. In addition, the Fund provides growth opportunity through “bonus interest.” This bonus return is added directly to the capital of each parish account at year end. Funds on deposit in the D.C.I.F. are not locked in and may be withdrawn any time upon authorized written request.

Managing Parish Finance and Administration

Financial Controls and Procedures

The proper management and handling of finances is important within the overall administration of a parish. [Canon Six](#) outlines parish governance and the various duties and responsibilities of parish officers.

It is the wardens who play the key role and who have much of the ultimate responsibility in this area, although most of the day to day functions are delegated to other volunteers, treasurer, counters, envelope secretary, etc. It is important that those assignees are properly trained and enabled to carry out their various functions. Some parishes established a finance committee to oversee certain aspects of financial administration and that can be a tremendous help, to both the wardens, treasurer and to the parish generally.

There is a strong relationship of trust between parishioners and the church when it comes to dealing with the funds that are collected and expended in support of the Lord's work through the parish ministry. This trust must be held in high regard and the parish leadership should always strive to deal with financial matters with integrity, accountability and appropriate transparency.

Without well-organized procedures in financial administration and reporting a parish is vulnerable to possible loss through simple errors, or through fraudulent practices. This can undermine the credibility of the church and its leadership.

The following guidelines are offered for use in the parish to point out some of the more important aspects of internal financial controls, reporting and administrative procedures. These will serve to develop sound practices that reflect local parish needs.

Among the areas that should be considered in assessing and upgrading parish procedures and controls are: handling receipts, expense authorization, budgeting, reporting, payment processing, and financial "auditing".

Receipts

The bulk of parish income is derived from offerings received at worship services. These offerings are to be carefully counted and recorded. Normally, an envelope secretary is assigned the task of recording individually identified contributions for the purposes of tracking and issuing tax receipts.

The following are some of the more important points regarding offerings:

- Offerings must be counted before they leave the church building.
- The treasurer should avoid being a counter if at all possible.
- The count information should be carefully reported on forms designed for that purpose, including the parish vestry book, as soon as possible after the count is complete and before it leaves the church building.

- The funds are to be deposited in the bank as soon as is possible (a night depository service will assist greatly).
- The treasurer and envelope secretary are to be given copies of the count information for their respective purposes.

In dealing with offerings, it must be recognized that mistakes will occur from time to time. Wrong amounts may be recorded by donors on offering envelopes, cheques may be written incorrectly, or cash may be inadvertently left out of envelopes. If proper counting, handling and reporting procedures are in place these errors will be quickly discovered and volunteers will not be placed in positions of blame, nor will the parish face loss as a result.

Funds received outside worship tithes and offerings (for example, interest payments) can be incorporated into the offering count process or can be accounted for separately. If a receipt is needed it should be a pre-numbered, duplicate receipt, but only carry the parish registered charity number for valid charitable offerings.

Disbursements

It is important to note, that when a parish cheque is issued to meet an expense that transaction must always reflect the decision and direction of the parish corporation. It is essential that proper authorization is in place for any payments made. This is an important aspect of the work of the parish treasurer, who is normally assigned the task of paying parish bills.

The form of payment authorization can vary, based on circumstance, local practice, or on the type of disbursement. In some parishes, all payments are authorized directly by the corporation, while in others there are standing arrangements made for certain regular expenditures, with extraordinary items being referred as appropriate.

The Parish Budget

An important tool in setting expenditure limitations and priorities is the parish budget. The corporation is charged with the responsibility for setting a budget (usually adopted by the parish annual meeting) and for ensuring that disbursements are made in accordance with the budget and its limits. The budget sometimes serves as authorization for expenditure but that authorization must be limited, based on the type of expenditure involved.

For example, there are certain budget items fixed as to amount and usually no further authorization is necessary before making payment. Such items such as salaries and diocesan commitments fall into this category.

Other expenditures are estimated but are largely non-discretionary in nature. This would include such expenses as electricity, fuel, telephone, etc. Generally, the budget may be seen as the overall authority for these expenses, but, as in all cases,

regular reporting of variance from budget is critical to effective management of these expenses.

There are other budget categories, and of course, there are often expenses that are not budgeted at all. In these cases there is a need for clear direction as to an approval process for payment of the expense.

Parishes are urged not to overlook the importance of a budget in their work. A budget which reflects the goals of the ministry, which is well communicated, and which is monitored on a continuous basis, is one of the most effective financial management tools available to a corporation. Although it in no way takes the place of the parish line-item budget, many parishes find a narrative budget to be effective in communicating the work and ministry of the parish. Its value and purpose have application in any parish setting, and it should be given less appropriate emphasis.

The Reporting Process

Beyond the issue of authorization, it is important that the corporation be kept fully informed as to expenditures, cash flow, future commitments and the like. Reports that provide this information are an integral part of sound financial management practices. Clear and regular reporting is vital. Monthly statements that show current costs, and year to date amounts, along with comparisons to budget and to previous years, are an effective communication and management tool.

The reports themselves should be part of an overall process of dealing with the business of the parish, both financial and otherwise. It is important that there be regular meetings of the parish corporation and that a review of finances be part of the agenda. If there is a need to authorize payments then that must be recorded in the minutes for future reference. Similarly, if an individual or a committee is appointed to deal with specific matters that may involve cost, then it must be made clear exactly how much authority those appointees have. Sometimes there can be assumptions that turn out to be incorrect or misunderstood, which can cause embarrassment and even financial loss.

Issuing Cheques

Part One of this handbook provides important information regarding bank accounts and signing officers. While it may seem somewhat rudimentary there are certain aspects of handling disbursements that should be re-iterated:

- Cheques should be issued only when proper documentation is in hand (invoice, etc.) and only after authorization.
- Parish cheques require two signatures.
- Cheques should be signed only after they are completely filled out - signing cheques in advance "to make things easier" may indeed be convenient, but it is dangerous and can place individuals in somewhat compromised positions.
- A signing officer should not sign a cheque on which he or she is the payee.

- Cheques should be in the possession and control of one person only, normally the treasurer.
- Cheques must be pre-printed with the name and address of the parish and be numbered.
- The parish bankers must be kept fully informed of the names of the signing officers and any changes that may occur, especially after the annual meeting.
- The parish should ensure their banking service includes the return of cancelled cheques and a monthly statement.
- Cheques outstanding beyond six months should be followed up for cancellation or reissue as appropriate.

The Audit of Financial Records

As a final safeguard of integrity and trust, the books of account for the parish **MUST** be “audited” annually. Although the term “audit” is not being used in the formal sense of the word, auditors offer a safeguard for the treasurer and assure the parish that an objective viewing of the financial records has intestinally taken place. For details as to the requirements and the qualifications of auditors see Canon Six s.4(1)(k). See the [Parish Financial Audit](#) for detailed information about the performance of this task.

The Registered Charities Information Return

This [return](#) is authorized and prescribed by the Canada Revenue Agency and is a legislative requirement. The return is to be filed each year by all registered charities, and this includes all parish corporations. Among other things, its completion provides the CRA with the value of income tax receipts issued by the charity and confirms that the charity has used its tax-receipted income in a manner appropriate to its charitable activities.

The [Registered Charities Information Return](#) is to be filed ANNUALLY, within six months of the year-end of the charity. This means parishes must file the return by June 30th of each year. Failure to file the return by the deadline date may result in fines, and can even lead to revocation of the parish’s registered charity status.

It is imperative that the corporation verify annually that the return has been filed. This should be accomplished by specific reference to that effect in the minutes of a meeting of the corporation.

Because of the financial aspect of the return its completion is usually seen as a responsibility of the treasurer. However, it must be recognized that the information provided in the return is vital to the ongoing operation of our parish corporations.

THE FINANCIAL AUDIT

Canon SIX 2(1)(d) states that financial statements are to be “duly audited by a professional accountant or by two competent persons”. There are essentially two reasons for this requirement. The first is to provide a second look at the financial information that is being presented to the congregation at the annual meeting. It is a verification that information being presented accurately reflects the true financial picture of the corporation. In this sense the audit is of benefit to the parish.

The second reason for an audit is to provide treasurers with assurances that their work is correctly represented in the financial statements. In this sense the audit is of benefit to the Treasurer, as an officer of the corporation.

The audit is not a “questioning” of the integrity of the treasurer, nor does it reflect a concern over the veracity of the financial statements. It is simply a device to provide independent opinion on the statements themselves.

There are essentially three areas that the audit will focus on; disbursements, receipts, and miscellaneous financial transactions. There is also a degree to which an audit can look at the administrative operation of the Parish in general although that may be beyond the scope of the audit envisioned in the Canon.

Simply carrying out the audit in itself is but one part of the process. The other is to report and to that end there must be a statement signed by the auditors attesting to the fact that the audit has been carried out. The auditors may also wish to report to the corporation with respect to weaknesses observed in the systems being used or in the overall administrative processes which are in place.

The following pages outline some of the necessary steps in doing a basic financial audit. It is designed to be a guideline for the use of the persons appointed to carry out the audit function. It should not be considered a definitive list of “things to do” and the auditors should not feel themselves restricted to these steps.

In summary the treasurers’ function in dealing with the financial life of the Parish is one of great importance. The audit provides piece of mind for the treasurers and gives assurances to the congregation that the financial statements accurately reflect the financial picture of the Corporation.

GENERAL INSTRUCTIONS AND COMMENTS:

Carrying out an audit does not entail doing the treasurer’s work over again. Nor does it entail a check of every single transaction the treasurer has recorded. It is necessary for the auditors to do checks on random samples of transactions. This may mean choosing certain months and doing an exhaustive check on transactions processed in those months. It may include a detailed check of certain types of transactions such as all offering deposits and recording of same. It may be that the auditors will divide the work with one doing disbursements, another doing receipts. The important point is that no matter what form or scope the audit takes it must be more than a perfunctory effort. It must be detailed enough to be reliable and thorough enough to provide the desired level of assurances that are implicit in the Canon.

AUDIT CHECK LIST - DISBURSEMENTS:

- [] Ensure there are adequate source documents (invoices, memos, budget etc) for all disbursements and that the corporation is appropriately named in those documents. Note: statements are not considered an adequate source documents without the accompanying invoices.
- [] Ensure source documents are adequately authorized by the Corporation for payment (via initials by authorized parties, reference to minutes, budget etc) and marked "paid" with reference to appropriate cheque number.
- [] Ensure all cheques are signed by two persons, duly authorized by the Corporation to serve as signing officers.
- [] Ensure all cheque numbers are accounted for (even those that were cancelled).
- [] Ensure expenses are paid on a timely basis so that any discounts are maximized and penalties avoided.
- [] Ensure payroll remittances are processed on a timely basis (employees paid when due, withholdings remitted to Revenue Canada and Synod within the legislated time frames, and if applicable central payroll assessments paid to Synod within the established time limit).
- [] Ensure the disbursements journal is properly added and balances carried forward.
- [] Ensure the total of expenses is properly noted in the financial statements.
- [] Ensure any purchases of a major nature or any investment purchases are adequately authorized and reflected in statements.

AUDIT CHECK LIST - RECEIPTS

- [] Ensure deposits of offerings and other income are properly recorded in the cash journal and are in agreement with the bank statements.
- [] Ensure all income is deposited in a timely manner.
- [] Ensure adequate records are kept regarding envelope offerings so that individuals receive proper credit for their gifts.
- [] Ensure cheques are immediately endorsed to prevent loss or theft.
- [] Ensure contributions to special funds are properly allocated in the books of account.
- [] Ensure donations received via mail or personal delivery are receipted and recorded.

AUDIT CHECK LIST - MISCELLANEOUS

- [] Ensure that a monthly reconciliation is done on all bank accounts and that it includes a listing of outstanding cheques and deposits.
- [] Ensure there are no cash withdrawals from bank accounts and that non-cheque entries are properly authorized .
- [] Ensure all non-cheque/non-deposit entries are appropriately recorded in the books of account.
- [] Ensure signing officers have been updated and that bank account agreements are current.
- [] Ensure cheques are not signed in advance.
- [] Ensure offerings are counted by two persons, recorded in the Vestry Book, and banked immediately.
- [] Ensure any debt is approved by the Corporation and is accurately reported in the financial statements.]
- [] Ensure that any mortgages, or other debt instruments have been properly signed by appropriate parties, including the Bishop/Diocese where applicable, and the corporate seal affixed where necessary.
- [] Ensure investments held by the Parish, including those in the Diocesan Consolidated Investment Fund, are properly valued and recorded in the financial statements.
- [] Ensure proper authorization is in place for any withdrawal of investment fund(s) capital

AUDIT CHECK LIST - TAX RECEIPTS

As a registered charity, parishes may issue tax receipts to acknowledge gifts from individuals and corporations. Those receipts are then used by the donors, to reduce their income tax. The issuing of receipts is a privilege that is to be very carefully guarded and is not to be taken lightly. Adequate controls must be in place to ensure the accuracy and validity of all receipts issued. The audit should include a check in this area of parish administration to help safeguard the tax exempt status of the Parish Corporation.

- [] Ensure that envelope records are maintained and tax receipts are issued on a timely basis.
- [] Ensure tax receipts are numbered, that all numbers are accounted for and that copies are kept on file.
- [] Ensure tax receipts contain all required information
- [] Ensure that no tax receipt is issued for any gift that cannot be directly attributed to a specific donor.
- [] Ensure tax receipts are signed only by duly authorized persons and that tax receipts are not signed in advance of being completed.

- [] Ensure there is a specific process for replacing lost receipts.
- [] Ensure that the amounts showing on receipts can be matched to funds recorded in the parish books.
- [] Ensure that any tax receipts for "gifts in kind" (ie. gifts other than money) are issued for amounts that are readily verifiable.
- [] Ensure that when it is necessary to issue a receipt for funds other than a gift (eg., an insurance settlement), that counter receipts (as opposed to tax receipts) are issued.

December 2005

AUDITORS CERTIFICATION

To: The Parish of _____

Re: Fiscal Year ending December 31, _____

I/We, the undersigned, having been duly appointed, have reviewed the financial accounts and the statements submitted to the Annual Meeting of the Parish of _____. In addition, we have reviewed any applicable certificates of investment.

In our opinion, the records maintained by the Treasurer are properly represented in the Year End Financial Statements presented to the Annual Meeting and accurately reflect the financial transactions of the Parish. The cash and investment balances properly state the financial position of the Parish.

Our review examined only the recording of the various transactions and does not purport to pass any judgement on the merit of the expenditures.

Respectfully submitted,

_____ Auditor

_____ Auditor

Date: _____

Notes:

This form should accompany the financial statements presented to the annual meeting. If the auditors are to on any observations regarding processes and procedures then that report should be made to the Corporation.

SELECTED DOCUMENTS

[The Anglican Church Act, 2003](#) (unofficial consolidated version as amended 2017)

[The Constitution](#)

[Canon One - Definitions](#)

[Canon Six - Parish Governance](#)

[Canon Seven - The Clergy](#)

[Regulation 4-4 Diocesan Safe Church](#) Part 1 and Part 3

[Regulation 7-1 Purpose, Contacts and Definitions](#)

[Regulation 7-2 Remuneration, Travel and Housing](#)

[Regulation 7-3 Housing Standards and Moving \(Relocation\)](#)

[Regulation 7-4 Vacation and Leave of Absence](#)

[Regulation 7-7 Sick Leave and Disability](#)

[Regulation 7-8 Continuing Education](#)

[Regulation 7-9 Health, Wellness and Life Insurance](#)

[Policy A-1 Applications to the Anglican Foundation](#)

[Policy A-2 Proceeds from the Sale of Residential Properties](#)

[Policy A-3 Sale, Purchase or Renovation of Parish Property](#)

[Policy A-4 Obtaining Financial Assistance from the Diocese](#)

[Policy A-5 Archival Records](#)

[Policy A-6 Outstanding Parish Support](#)

[Policy A-7 Mandatory Pre-Authorized Debit for Parish Employment Assessment](#)

[Policy A-8 Minimum Insurance Standards](#)

[Policy B-2 Responsibilities of a Member of Synod](#)

[Policy B-3 Misconduct Policy and Procedure](#)

[Policy B-4 Privacy](#)

[Policy B-5 Diocesan Training Curacies](#)

[Policy B-6 Police Record Check](#)

[Directive 7.1 The Parish Discernment Committee](#)

[Directive 8.1 The Laity](#)

[Directive 8.2 The Priest in the Parish](#)

[Directive 8.3 The Deacon in the Parish](#)

[Directive 8.8.1 Parish Appointment Process Protocol](#)

[Directive 8.8.3 Interim Parish Ministry](#)

[Directive 8.16 Emergency Preparedness and Response](#)

[Directive 8.17 Interaction with the Media](#)

***Consolidated* ANGLICAN CHURCH ACT, 2003**

[The following text is an unofficial consolidation of the NB Legislature's [Anglican Church Act, 2003](#) and the [Act to Amend the Anglican Church Act, 2003](#) that was enacted in 2017]

* * *

Whereas The Diocesan Synod of Fredericton prays that it be enacted as hereinafter set forth;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of New Brunswick, enacts as follows:

Definitions

1 In this Act,

“Bishop” means the person holding the office of Bishop of the Diocese;

“The Bishop of Fredericton” means the corporation continued by subsection 2(2);

“Cathedral Chapter” means the corporation continued by subsection 2(3);

“church” includes a chapel and any other place dedicated or consecrated as a place of worship;

“Church” means The Anglican Church of Canada;

“Diocesan Council” means the Council elected or appointed by the Synod to manage the affairs of the Diocese between meetings of the Synod;

“Diocese” means the Diocese of Fredericton as constituted by letters patent issued by Queen Victoria on April 25, 1845, under which the boundaries of the Diocese of Fredericton are coterminous with the boundaries of New Brunswick;

“Incumbent” means the person appointed to that position or shared position in a parish or mission and includes a member of the clergy appointed as Rector;

“mission” means a ministry authorized by the Bishop in a geographical area or a community and which is not maintained and managed by a parish corporation;

“parish” means a geographical area or a community of Church members;

“parish corporation” means a corporation continued by subsection 2(4) or created under section 7;

“Synod” means the corporation continued by subsection 2(1).

Corporate Structures

2(1) The Diocesan Synod of Fredericton is continued as a corporation.

2(2) The person who from time to time holds the office of Bishop of the Diocese is continued as a corporation sole by the name of The Bishop of Fredericton.

- 2(3) The Bishop and Chapter of the Cathedral of Christ Church in the City and Diocese of Fredericton is continued as a corporation.
- 2(4) The several corporations now or formerly known by the names set out in Column 1 of Schedule A are continued by the respective names set out in Column 2 of Schedule A.
- 2(5) A reference in any enactment or document to a corporation by a name set out in Column 1 of Schedule A shall be read as a reference to the same corporation by the corresponding name set out in Column 2 of Schedule A.

Corporate Powers and Authority

- 3 Each corporation continued by section 2 and every corporation created under section 7
- (a) has perpetual succession and all powers and privileges incident to a corporation under the laws of the Province,
 - (b) shall have a corporate seal which it may alter at pleasure,
 - (c) may sue and be sued, contract and be contracted with,
 - (d) subject to subsections 4(4), 6(5) and 7(5), may take, receive, purchase or otherwise acquire real and personal estate and may use, manage, lease, sell, mortgage or otherwise dispose of the same,
 - (e) may receive, hold and administer real and personal estate upon trust and, subject to subsections 4(4), 6(5) and 7(5), may sell, lease, assign, transfer and convey any real and personal estate so held if it deems it advisable for the more beneficial carrying out of the trust upon which it is held,
 - (f) may borrow money and give promissory notes or other evidences of debt and may assign, mortgage or pledge any of its property or assets to secure the repayment of borrowed money, and
 - (g) may, except in respect of an action by or on behalf of the corporation to procure a judgment in its favour, indemnify a member or officer thereof, a former member or officer thereof and that person's heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by that person in respect of any civil, criminal or administrative action or proceeding to which that person is made a party by reason of being or having been a member or officer of the corporation if
 - (i) that person acted honestly and in good faith with a view to the best interests of the corporation, and
 - (ii) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, that person had reasonable grounds for believing that that person's conduct was lawful.

The Synod

4(1) The objects of the Synod are the government and administration of the temporal affairs of the Church in the Diocese.

4(2) The Synod may adopt, amend, repeal or re-enact a constitution, canons and regulations for the general management and good government of the Church in the Diocese and, without restricting the generality of the foregoing, with respect to

- (a) defining the membership of the Synod,
- (b) the election or appointment of a Secretary, a Treasurer, a Chancellor and Vice-Chancellor, a Registrar, an Archivist and other diocesan officers and officials and prescribing their duties,
- (c) the election or appointment of a Diocesan Council to manage the affairs of the Diocese between meetings of the Synod,
- (d) the calling of meetings of the Synod which may be held less frequently than annually,
- (e) fixing the quorum for its meetings,
- (f) the election or appointment of boards and committees and prescribing their powers and duties,
- (g) delegating to the Diocesan Council, boards or committees any responsibility or authority of the Synod under this Act and authorizing the Diocesan Council or any board or committee to delegate such responsibility or authority to another committee, a subcommittee or any other body,
- (h) the procedure for the amendment, repeal or re-enactment of the constitution of the Synod and for the enactment, amendment, repeal or re-enactment of canons and regulations,
- (i) the election or appointment of the diocesan bishop, a coadjutor bishop, a suffragan bishop or an assistant bishop,
- (j) defining the ecclesiastical and temporal powers of bishops in the Diocese,
- (k) the appointment of a diocesan administrator or commissary to act when the Bishop is absent or incapacitated or when there is a vacancy in the office of Bishop of the Diocese, and defining the authority of the diocesan administrator or commissary,
- (l) the appointment of Incumbents of parishes and missions and of other clerical and lay ministers and defining their offices and positions,
- (m) the removal or dismissal of Incumbents and other clerical and lay ministers,
- (n) the discipline of clerical and lay members of the Church in the Diocese,
- (o) the pastoral conduct of clergy and lay ministers,

- (p) the oversight, management and control of the real and personal property of parish corporations,
 - (q) the acquiring, leasing, selling or mortgaging of real estate by parish corporations,
 - (r) the calling of annual and other meetings of parishioners and defining the qualifications of persons entitled to vote at such meetings,
 - (s) the election or appointment of Church Wardens, Chapel Wardens, members of the Vestry of a parish, lay members of the Synod and officers of parish corporations and prescribing their qualifications and duties,
 - (t) the establishment, amalgamation, division, dissolution or adjustment of parishes and missions,
 - (t.1) the governance of missions,
 - (u) the keeping and preservation of diocesan and parish records, registers and archives including documents, manuscripts, photographs, films, audio and video recordings, artifacts and other objects pertaining to the history of the Church in the Diocese, and
 - (v) representation of the Diocese in regional or national synods, councils and conventions of the Church.
- 4(3) The Synod may lend money to the Cathedral Chapter or a parish corporation and may guarantee any debt of the Cathedral Chapter or a parish corporation.
- 4(4) The Synod shall not lease, sell, mortgage or otherwise dispose of real estate without the Bishop's approval.
- 4(5) A sale or conveyance of real estate by the Synod with the Bishop's approval frees and discharges the real estate from any trusts upon which it was held.

The Bishop of Fredericton

- 5(1) All real and personal estate vested in or held by the Bishop by virtue of the Bishop holding that office shall be held by The Bishop of Fredericton and shall devolve upon the Bishop's successors in their corporate capacities.
- 5(2) The Bishop of Fredericton may convey and transfer to the Synod, the Cathedral Chapter or a parish corporation any real or personal estate or trusts vested in or held by The Bishop of Fredericton and the Synod, the Cathedral Chapter or parish corporation shall thereafter hold and administer the same upon the same trusts and for the same purposes as The Bishop of Fredericton held the same.
- 5(3) When the Bishop is absent or incapacitated or there is a vacancy in the office of Bishop of the Diocese, the Synod shall control and manage all real and personal estate vested in or held by The Bishop of Fredericton, except that of Christ Church Cathedral in the City of Fredericton.

- 5(4) The transfer to the Synod of the trusts and property vested in The Bishop of Fredericton under the last will and testament of the late Sarah Catherine DeWolfe is ratified and the Synod shall hold the same upon the same trusts as they were held by The Bishop of Fredericton.

The Cathedral Chapter

- 6(1) The objects of the Cathedral Chapter are the maintenance and management of Christ Church Cathedral in the City of Fredericton, its grounds and appurtenances, religious and charitable works connected therewith, and the temporal affairs of the Cathedral and its congregation.
- 6(2) The Cathedral Chapter may adopt, amend, repeal or re-enact a constitution and by-laws
- (a) prescribing its membership other than the Bishop who shall always be a member,
 - (b) prescribing the duties and privileges of its clerical and lay members, and
 - (c) providing for the government, regulation and management of the Chapter, its officers, business, property and affairs.
- 6(3) Nothing in the constitution or by-laws of the Cathedral Chapter shall limit the authority of the Bishop to appoint its clerical members and the clerical officers of Christ Church Cathedral.
- 6(4) Any person holding real or personal estate for the benefit of Christ Church Cathedral, its grounds or appurtenances, or in any way in connection with the Cathedral may convey, transfer and assign such real or personal estate to the Cathedral Chapter to be held by it for the same objects and purposes and upon the same trusts as it was held by such person.
- 6(5) The Cathedral Chapter shall not lease, sell, mortgage or otherwise dispose of real estate without the approval of the Bishop and of the Synod.
- 6(6) A sale or conveyance of real estate by the Cathedral Chapter with the approval of the Bishop and of the Synod frees and discharges the real estate from any trusts upon which it was held.

Parishes and Parish Corporations

- 7(1) A parish comprises
- (a) a specific district or geographical area and its people, which encompasses a church or churches, and
 - (b) the community of Church members who worship in the church or churches in a parish established after the coming into force of this Act pursuant to the canons adopted by the Synod.

- 7(1.1) A parish corporation consists of an Incumbent, Church Wardens and members of the Vestry of the parish.
- 7(1.2) The Diocesan Council may transfer some or all of the powers of a parish corporation to a parish administrator or other body.
- 7(2) The objects of a parish corporation are the maintenance and management of church properties in the parish and religious and charitable works connected therewith and the administration of the temporal affairs of the Church in the parish.
- 7(3) A parish corporation may enact by-laws for the regulation of its proceedings and the management of the temporalities of the parish but such by-laws shall cease to have effect unless they are within twelve months submitted to, and approved by, a meeting of the parishioners.
- 7(4) When the Incumbent of a parish is absent from the Diocese or on leave or there is a vacancy in the office of Incumbent, the Church Wardens and members of the Vestry constitute the parish corporation.
- 7(5) A parish corporation shall not lease, sell, mortgage or otherwise dispose of real estate without the approval of the Bishop and of the Synod.
- 7(6) A sale or conveyance of real estate by a parish corporation with the approval of the Bishop and of the Synod frees and discharges the real estate from any trusts upon which it was held.
- 7(7) When a new parish is established or parishes are amalgamated, divided or adjusted pursuant to the canons adopted by the Synod, the Bishop shall issue a Memorial under seal
- (a) defining the community of each such parish,
 - (b) prescribing the name of the parish corporation of each such parish, and
 - (c) declaring what church lands, buildings, furnishings and ornaments vest in each affected parish.
- 7(8) The Bishop shall cause the Memorial to be registered under the *Registry Act* or the *Land Titles Act*.
- 7(9) When two or more parishes are amalgamated the real and personal estate of the former parishes vests in the amalgamated parish, subject to the same trusts, if any, upon which they were formerly held.
- 7(10) When a parish or parishes are divided or adjusted
- (a) any new parish shall be a separate parish and a parish corporation with the name set out in the Memorial shall be organized in the parish,
 - (b) the church lands, buildings, furnishings and ornaments of the divided or adjusted parish vest in the affected parishes as declared in the Memorial issued by the Bishop pursuant

to subsection (7), subject to the same trusts, if any, upon which they were formerly held, and

- (d) the funds, securities and investments previously held by any affected parish shall be apportioned and allotted by the Synod or as is determined pursuant to canons adopted by the Synod.

7(10.1) At the request of a parish corporation that has first consulted with the voting members of the parish, the Diocesan Council may order that the parish corporation be dissolved and that the property held by the parish corporation vest in the Synod or as the Diocesan Council orders and subject to any trust that the Diocesan Council may declare.

7(11) When it appears to the Diocesan Council that a parish corporation has become inactive or has ceased to function the Diocesan Council or a committee appointed by it may hold an inquiry into the matter.

7(12) The inquiry shall be conducted according to such rules as the Diocesan Council prescribes.

7(13) The Bishop or any member of the Diocesan Council may administer an oath or a declaration of affirmation to witnesses at the inquiry.

7(14) When, as a result of the inquiry, it is determined that a parish corporation has become inactive or has ceased to function, the Diocesan Council may order that the parish corporation be dissolved and that the property held by the parish corporation shall vest in the Synod or as the Diocesan Council orders and subject to any trust that the Diocesan Council may declare.

7(15) Where the Diocesan Council has ordered that a parish corporation be dissolved the Bishop shall issue a Memorial of dissolution and vesting under seal and shall cause the Memorial to be registered under the Registry Act or the Land Titles Act.

Property, Trusts and Investments

8(1) All assignments, gifts, devises, bequests, conveyances or transfers of real or personal estate made to or intended for the Church in the Diocese, or for any religious or charitable purpose thereof or any trust in connection therewith, by the name of the Anglican Church, the Anglican Church of Canada, the Church of England in Canada, the Church of England, the Protestant Episcopal Church, the Episcopal Church, or by any other name showing such intention shall vest in and be held by the Synod for the benefit of the Church or the particular purpose or trust for which the same is made or intended.

8(2) If an assignment, gift, devise, bequest, conveyance or transfer, including a transfer on dissolution of a parish under section 7, is made for a trust or purpose not fully determined or which the Synod considers impracticable to carry out, the Synod shall hold the same in trust for the purposes, or as nearly as may be, for which it is made or given and may transfer the same to any corporation or institution connected with the Church and formed or organized to carry those purposes into effect.

- 8(3) Where there is doubt as to the specific object of an assignment, gift, devise, bequest, conveyance or transfer the Synod shall resolve the doubt according to such rules as the Synod prescribes.
- 8(4) The discretion conferred on the Synod by subsections (2) and (3) does not extend to the Cathedral Chapter, a parish corporation or any trust or institution connected with the Church which is separately incorporated.
- 8(5) Unless otherwise authorized or directed by an express provision of a will or other instrument creating a trust, and subject to such policies and standards as the Synod adopts, the Synod, The Bishop of Fredericton, the Cathedral Chapter and parish corporations may invest assets, including trust assets, in any kind of property, real, personal or mixed, but in so doing, they shall exercise the judgment and care that a person of prudence, discretion and intelligence would exercise as a trustee of the property of others.
- 8(6) The Synod may consolidate property vested in or held by the Synod in trust or otherwise in a general investment fund and, after deducting expenses of management, investment and administration determined by the Synod, distribute the income and profits therefrom to those entitled, in proportion to the respective capital of any trusts.
- 8(7) The Bishop of Fredericton, the Cathedral Chapter, parish corporations and other persons who hold property as trustees for any purpose connected with the Church may transfer or assign such property to the Synod, subject to the trusts relating thereto, for management, sale, investment and reinvestment upon such terms as are agreed upon.
- 8(8) The Synod may receive and hold property transferred to it pursuant to subsection (7), and may include such property in a general investment fund established pursuant to subsection (6).

Glebe Lands Freed from Trusts

- 9(1) All lands heretofore granted, devised or conveyed to or otherwise vested in a parish corporation upon trust as a glebe or otherwise for the use and benefit of the Rector, and all income from such lands or from any trust funds heretofore or hereafter created upon the sale of any such lands are the property of the parish corporation free from any trust for, or any right of management or direction in, the Rector of the parish.
- 9(2) All glebe lands heretofore granted in a civil parish where a parish corporation has not been established and all income from such lands or from any trust fund created upon the sale of any such lands are the property of the Synod.

Variation of Trusts

- 10 (1) In this section “corporation” means the Synod, The Bishop of Fredericton, the Cathedral Chapter, a parish corporation or The Trustees of the Mission Church of Saint John Baptist incorporated by Chapter 29 of 53 Victoria, 1890.

- 10(2)** When a corporation holds any property, real or personal, upon trust for a particular charitable purpose which
- (a) cannot be carried out,
 - (b) has become impossible or impracticable of fulfilment, or
 - (c) has, since the purpose was laid down, been adequately provided for by other means,
- the corporation may apply to a judge of The Court of Queen's Bench of New Brunswick for an order pursuant to subsection (3).
- 10(3)** The order referred to in subsection (2) shall be for approving use of the trust property or part of it for
- (a) a general endowment of the corporation,
 - (b) the general charitable purposes of the corporation, or
 - (c) a particular charitable purpose of the corporation.
- 10(4)** Where the terms of the trust restrict the corporation to use of income only or otherwise restrict the amount or part of the trust property that may be used for the purpose originally laid down such restrictions shall apply to any purpose approved under this section.
- 10(5)** A corporation shall not make an application without the approval of the Bishop and of the Diocesan Council or such board or committee as the Diocesan Council authorizes to give such approval.
- 10(6)** Notice of an application shall be given to the Minister of Justice and to such other persons and in such manner as the judge directs.
- 10(7)** When an application has been allowed by a judge the corporation may apply the trust property and income therefrom for the purpose approved by the order as though the property had always been held upon trust for that purpose.

Dissolution of the Synod

10.1 Dissolution of the Synod shall be in accordance with the Winding-up Act, except that any surplus of funds realized from the assets of the Synod shall be applied for such charitable purposes in connection with the Church as a court may direct.

Acts Repealed

11 The following Acts and parts of Acts are repealed:

- (a) Section 92 of *An Act to Consolidate and Amend various Acts of Assembly Relating to the Church of England, in New Brunswick*, Chapter 78 of the Statutes of New Brunswick, 1912;

- (b) *An Act relating to consolidate and amend various Acts of Assembly relating to the Rector, Church Wardens and Vestry of Trinity Church, in the Parish of Saint John, and to authorize the issue of Eleven Thousand Dollars of debentures*, Chapter 137 of the Statutes of New Brunswick, 1920;
- (c) *An Act to consolidate and amend the various Acts Of Assembly relating to the Church of England in New Brunswick*, Chapter 99 of the Statutes of New Brunswick, 1942; and
- (d) *An Act to Incorporate the Rector, Church Wardens and Vestry of Saint Margaret's Church in the Parish of Fredericton*, Chapter 83 of the Statutes of New Brunswick, 1968 (First Session).

Coming Into Force

12 This Act comes into force on September 1, 2003.

SCHEDULE A

Column 1	Column 2
Former or present name	New name
1. The Rector, Church Wardens and Vestry of Holy Trinity Church in the Parish of Andover	1. The Corporation of the Anglican Parish of Andover
2. The Rector, Church Wardens and Vestry of St. George's Church in the Parish of Bathurst	2. The Corporation of the Anglican Parish of Bathurst
3. The Rector, Church Wardens and Vestry of St. Paul's Church in the Parish of Bright	3. The Corporation of the Anglican Parish of Bright
4. The Rector, Church Wardens and Vestry of the Parish of Cambridge and Waterborough	4. The Corporation of the Anglican Parish of Cambridge and Waterborough
5. The Anglican Parish of Campbellton	5. The Corporation of the Anglican Parish of Campbellton
6. The Rector, Church Wardens and Vestry of St. Ann's Church in the Parish of Campobello	6. The Corporation of the Anglican Parish of Campobello

7. The Rector, Church Wardens and Vestry of Trinity Church in the Parish of Canterbury	7. The Corporation of the Anglican Parish of Canterbury
8. The Rector, Church Wardens and Vestry of Saint George's Church in the Parish of Carleton in the City of Saint John	8. The Corporation of the Anglican Parish of Carleton
9. The Rector, Church Wardens and Vestry of the Parish of Central Kings	9. The Corporation of the Anglican Parish of Central Kings
10. The Anglican Parish of Chatham	10. The Corporation of the Anglican Parish of Chatham
11. The Rector, Church Wardens and Vestry of the Parish of Coldbrook - St. Mary	11. The Corporation of the Anglican Parish of Coldbrook - St. Mary
12. The Rector, Church Wardens and Vestry of St. Mary's Church in the Parish of Dalhousie	12. The Corporation of the Anglican Parish of Dalhousie
13. The Rector, Church Wardens and Vestry of the Parish of Denmark	13. The Corporation of the Anglican Parish of Denmark
14. The Rector, Church Wardens and Vestry of the Parish of Derby and Blackville	14. The Corporation of the Anglican Parish of Derby and Blackville
15. The Rector, Church Wardens and Vestry of Trinity Church in the Parish of Dorchester	15. The Corporation of the Anglican Parish of Dorchester
16. The Corporation of the Anglican Parish of Douglas and Nashwaaksis	16. The Corporation of the Anglican Parish of Douglas and Nashwaaksis
17. The Rector, Church Wardens and Vestry of the Parish of East Saint John	17. The Corporation of the Anglican Parish of East Saint John
18. The Rector, Church Wardens and Vestry of Christ Church in the Parish of Fredericton	18. The Corporation of the Anglican Parish of Fredericton
19. The Anglican Parish of Fredericton Junction	19. The Corporation of the Anglican Parish of Fredericton Junction
20. The Corporation of the Anglican Parish of Gagetown	20. The Corporation of the Anglican Parish of Gagetown
21. The Rector, Church Wardens and Vestry of the Parish of Gondola Point	21. The Corporation of the Anglican Parish of Gondola Point

22. The Rector, Church Wardens and Vestry of the Parish of Grand Bay	22. The Corporation of the Anglican Parish of Grand Bay
23. The Rector, Church Wardens and Vestry of All Saints Church in the Parish of Grand Falls	23. The Corporation of the Anglican Parish of Grand Falls
24. The Rector, Church Wardens and Vestry of St. Paul's Church in the Parish of Grand Manan	24. The Corporation of the Anglican Parish of Grand Manan
25. The Rector, Church Wardens and Vestry of the Parish of Greenwich	25. The Corporation of the Anglican Parish of Greenwich
26. The Rector, Church Wardens and Vestry of the Parish of Hammond River	26. The Corporation of the Anglican Parish of Hammond River
27. The Rector, Church Wardens and Vestry of St. Paul's Church in the Parish of Hampton	27. The Corporation of the Anglican Parish of Hampton
28. The Rector, Church Wardens and Vestry of the Church of St. John the Evangelist in the Parish of Hardwicke	28. The Corporation of the Anglican Parish of Hardwicke
29. The Rector, Church Wardens and Vestry of the Parish of Hillsborough Riverside	29. The Corporation of the Anglican Parish of Hillsborough Riverside
30. The Rector, Church Wardens and Vestry of St. John's Church in the Parish of Johnston	30. The Corporation of the Anglican Parish of Johnston
31. The Rector, Church Wardens and Vestry of the Parish of Kent	31. The Corporation of the Anglican Parish of Kent
32. The Rector, Church Wardens and Vestry of the Parish of Ketepec	32. The Corporation of the Anglican Parish of Ketepec
33. The Rector, Church Wardens and Vestry of Trinity Church in the Parish of Kingston	33. The Corporation of the Anglican Parish of Kingston
34. The Rector, Church Wardens and Vestry of the Parish of Lakewood	34. The Corporation of the Anglican Parish of Lakewood
35. The Rector, Church Wardens and Vestry of the Church of the Good Shepherd in the Parish of Lancaster	35. The Corporation of the Anglican Parish of Lancaster

36. The Rector, Church Wardens and Vestry of the Parish of Ludlow and Blissfield	36. The Corporation of the Anglican Parish of Ludlow and Blissfield
37. The Rector, Church Wardens and Vestry of the Church of St. John the Baptist in the Parish of Madawaska	37. The Corporation of the Anglican Parish of Madawaska
38. The Rector, Church Wardens and Vestry of the Parish of Marysville	38. The Corporation of the Anglican Parish of Marysville
39. The Rector, Church Wardens and Vestry of the Parish of Maugerville	39. The Corporation of the Anglican Parish of Maugerville
40. The Rector, Church Wardens and Vestry of St. George's Church in the Parish of McAdam	40. The Corporation of the Anglican Parish of McAdam
41. The Rector, Church Wardens and Vestry of the Parish of Millidgeville	41. The Corporation of the Anglican Parish of Millidgeville
42. The Corporation of the Anglican Parish of Minto and Chipman	42. The Corporation of the Anglican Parish of Minto and Chipman
43. The Rector, Church Wardens and Vestry of St. George's Church in the Parish of Moncton	43. The Corporation of the Anglican Parish of Moncton
44. The Rector, Church Wardens and Vestry of St. Anne's Church in the Parish of Musquash	44. The Corporation of the Anglican Parish of Musquash
45. The Rector, Church Wardens and Vestry of the Parish of New Bandon	45. The Corporation of the Anglican Parish of New Bandon
46. The Rector, Church Wardens and Vestry of the Parish of New Maryland	46. The Corporation of the Anglican Parish of New Maryland
47. The Rector, Church Wardens and Vestry of St. Mark's Church in the Parish of Nelson	47. The Corporation of the Anglican Parish of Nelson
48. The Rector, Church Wardens and Vestry of St. Andrew's Church in the Parish of Newcastle	48. The Corporation of the Anglican Parish of Newcastle
49. The Anglican Parish of Oromocto	49. The Corporation of the Anglican Parish of Oromocto

50. The Rector, Church Wardens and Vestry of Christ Church in the Parish of Pennfield	50. The Corporation of the Anglican Parish of Pennfield
51. The Rector, Church Wardens and Vestry of Saint Luke's Church in the Parish of Portland	51. The Corporation of the Anglican Parish of Portland
52. The Rector, Church Wardens and Vestry of the Parish of Prince William and Dumfries cum Queensbury and Southampton	52. The Corporation of the Anglican Parish of Prince William, Dumfries, Queensbury and Southampton
53. The Rector, Church Wardens and Vestry of the Parish of Quispamsis	53. The Corporation of the Anglican Parish of Quispamsis
54. The Corporation of the Anglican Parish of Renforth	54. The Corporation of the Anglican Parish of Renforth
55. The Rector, Church Wardens and Vestry of the Parish of Restigouche	55. The Corporation of the Anglican Parish of Restigouche
56. The Rector, Church Wardens and Vestry of St. John's Church in the Parish of Richmond	56. The Corporation of the Anglican Parish of Richmond
57. The Rector, Church Wardens and Vestry of the Parish of Riverview	57. The Corporation of the Anglican Parish of Riverview
58. The Rector, Church Wardens and Vestry of St. Paul's Church in the Parish of Rothesay	58. The Corporation of the Anglican Parish of Rothesay
59. The Rector, Church Wardens and Vestry of St. Ann's Church in the Parish of Sackville	59. The Corporation of the Anglican Parish of Sackville
60. The Rector, Church Wardens and Vestry of Trinity Church in the Parish of Saint John	60. The Corporation of the Anglican Parish of Saint John
61. The Rector, Church Wardens and Vestry of the Parish of Salisbury and Havelock	61. The Corporation of the Anglican Parish of Salisbury and Havelock
62. The Rector, Church Wardens and Vestry of the Church of St. Martin-in-the-Wood in the Parish of Shediac	62. The Corporation of the Anglican Parish of Shediac
63. The Rector, Church Wardens and Vestry of All Saints Church in the Parish of Simonds	63. The Corporation of the Anglican Parish of Simonds

64. The Rector, Church Wardens and Vestry of St. Thomas' Church in the Parish of Stanley	64. The Corporation of the Anglican Parish of Stanley
65. The Rector, Church Wardens and Vestry of All Saints Church in the Parish of St. Andrews	65. The Corporation of the Anglican Parish of St. Andrews
66. The Rector, Church Wardens and Vestry of the Parish of St. Andrews, Sunny Brae	66. The Corporation of the Anglican Parish of St. Andrews, Sunny Brae
67. The Rector, Church Wardens and Vestry of the Parish of St. David and St. Patrick	67. The Corporation of the Anglican Parish of St. David and St. Patrick
68. The Rector, Church Wardens and Vestry of St. Mark's Church in the Parish of St. George	68. The Corporation of the Anglican Parish of St. George
69. The Rector, Church Wardens and Vestry of St. James Church in the Parish of St. James in the City of Saint John	69. The Corporation of the Anglican Parish of St. James, Saint John
70. The Rector, Churchwardens and Vestry of the Parish of St. James, Moncton	70. The Corporation of the Anglican Parish of St. James, Moncton
71. The Rector, Church Wardens and Vestry of the Parish of St. Margaret's	71. The Corporation of the Anglican Parish of St. Margaret's
72. The Rector, Church Wardens and Vestry of Saint Mark's Church in the Parish of Saint Mark	72. The Corporation of the Anglican Parish of St. Mark's
73. The Rector, Church Wardens and Vestry of St. John's Church in the Parish of St. Mark	73. The Corporation of the Anglican Parish of St. Mark, Saint John
74. The Rector, Church Wardens and Vestry of the Parish of St Martin's and Black River	74. The Corporation of the Anglican Parish of St. Martin's and Black River
75. The Rector, Church Wardens and Vestry of the Parish of St. Mary (York)	75. The Corporation of the Anglican Parish of St. Mary, York
76. The Rector, Church Wardens and Vestry of St. Paul's Church in the Parish of St. Paul	76. The Corporation of the Anglican Parish of St. Paul
77. The Corporation of the Anglican Parish of St. Peter, Fredericton	77. The Corporation of the Anglican Parish of St. Peter, Fredericton

78. The Rector, Church Wardens and Vestry of the Parish of St. Philip's, Moncton	78. The Corporation of the Anglican Parish of St. Philip's, Moncton
79. The Anglican Parish of Saint Stephen	79. The Corporation of the Anglican Parish of Saint Stephen
80. The Rector, Church Wardens and Vestry of Holy Trinity Church in the Parish of Sussex	80. The Corporation of the Anglican Parish of Sussex
81. The Anglican Parish of the Tobique	81. The Corporation of the Anglican Parish of the Tobique
82. The Rector, Church Wardens and Vestry of St. Peter's Church in the Parish of Upham	82. The Corporation of the Anglican Parish of Upham
83. The Rector, Church Wardens and Vestry of the Parish of Upper Kennebecasis	83. The Corporation of the Anglican Parish of Upper Kennebecasis
84. The Rector, Church Wardens and Vestry of Saint Jude's Church in the Parish of Victoria in the City of Saint John	84. The Corporation of the Anglican Parish of Victoria
85. The Rector, Church Wardens and Vestry of the Church of St. John the Evangelist in the Parish of Waterford	85. The Corporation of the Anglican Parish of Waterford
86. The Rector, Church Wardens and Vestry of the Parish of Westfield	86. The Corporation of the Anglican Parish of Westfield
87. The Rector, Church Wardens and Vestry of St. Mark's Church in the Parish of Westmorland	87. The Corporation of the Anglican Parish of Westmorland
88. The Rector, Church Wardens and Vestry of the Parish of Wicklow, Wilmot, Peel and Aberdeen	88. The Corporation of the Anglican Parish of Wicklow, Wilmot, Peel and Aberdeen
89. The Rector, Church Wardens and Vestry of Christ Church in the Parish of Woodstock	89. The Corporation of the Anglican Parish of Woodstock

CONSTITUTION OF THE DIOCESAN SYNOD OF FREDERICTON

Declaration of Principles

1 We, the Bishop, Clergy and Laity of The Diocese of Fredericton, in the Province of New Brunswick, assembled in Synod, and intending, under God's blessing and guidance, to consider and determine upon all such matters as shall appear necessary for the welfare of the Church in this Diocese, desire, in the first place, for the avoiding of all misunderstanding, to make a declaration of the principles upon which we propose to proceed, which principles shall not be altered or revoked. We desire that the Church in this Diocese shall continue to be, as it has been, in full communion with the Church of England. We hold the canon of Holy Scripture, as received by that Church, to be the Word of God. We acknowledge the Book of Common Prayer, together with the Thirty-nine Articles of Religion, to be a true and faithful declaration of the doctrines contained in Holy Scripture. And we declare our firm and unanimous resolution, in dependence on Divine aid, to preserve those doctrines, and to transmit them, unimpaired, to our posterity.

Definitions

2 In this Constitution and, unless otherwise provided, in the Canons,

“Act” means the *Anglican Church Act, 2003*;

“Archdeaconry” means an Archdeaconry of the Diocese as defined by Canon;

“Bishop” means the person holding the office of Bishop of the Diocese;

“Canon” means a formal enactment of the Synod;

“Commissary” means the person appointed Commissary pursuant to the authority of the Act and Canon Four;

“Deanery” means a Deanery of the Diocese as defined by Canon;

“Diocesan Administrator” means the person appointed under Canon Four to administer the temporal affairs of the Diocese;

“Diocese” means The Diocese of Fredericton as constituted by Letters Patent issued by Queen Victoria on 25 April 1845, under which the boundaries of the Diocese of Fredericton are coterminous with the boundaries of New Brunswick;

“Diocesan Council” means the Diocesan Council as constituted pursuant to the Act and by this Constitution;

“electoral synod” means a synod called for the purpose of filling the office of Diocesan, Coadjutor or Suffragan bishop;

“lay members” means those lay persons chosen to attend the Synod pursuant to the terms of this Constitution;

“member of the clergy” means a bishop, priest or deacon licensed in the Diocese;

“regular synod” means a synod called by the Diocesan Council;

“seal” means the seal adopted by the Synod, bearing a Cross and Circle and the motto

“*Pro Ecclesia Dei*” surrounded by the words “The Seal of the Diocesan Synod of Fredericton, 1871”;

“Secretary of the Synod” means the person appointed to that office pursuant to this Constitution;

“special synod” means a synod called by the Bishop or requisitioned by delegates to the Synod in accordance with this Constitution;

“Synod” means The Diocesan Synod of Fredericton as constituted and continued by the Act and by this Constitution;

“Treasurer of the Synod” means the person appointed to that office pursuant to this Constitution;

"voting member" means a baptized Christian who

- i) is at least sixteen years old,
- ii) worships and is a regular communicant in the parish, and
- iii) has been a regular contributor, financial and otherwise, to the mission of the parish during the previous year.

Members of the Synod

3 The Synod shall consist of

- (a) the Bishop,
- (b) the Coadjutor Bishop,
- (c) the Suffragan Bishop,
- (d) the Assistant Bishop,
- (d.1) the Diocesan Administrator,
- (e) the Dean,
- (f) members of the clergy,
- (g) the Chancellor and the Vice-Chancellor,
- (h) the Diocesan President of the Anglican Church Women,
- (i) the Secretary of the Synod,
- (j) the Treasurer of the Synod,
- (k) evangelists of Threshold Ministries licensed in the Diocese, and
- (l) the lay members of the Synod or their substitutes chosen pursuant to this Constitution.

Lay Members of the Synod

4(1) Lay delegates to the Synod and their substitutes, if any, shall be voting members of the parish for which they are chosen.

4(1.1) A person who has attended three consecutive regular synods as a lay member or substitute lay member is ineligible to be chosen as a lay delegate or substitute lay delegate to the Synod until after a further regular synod has been held; but if a special or electoral synod is convened after any regular synod at which the lay person might have had the right to vote and before the next regular synod, and if the lay delegate or substitute has not been replaced, that person may attend and vote at that special or electoral synod.

4(1.2) For purposes of calculating the consecutive regular meetings of the Synod referred to in subsection 4(1.1), the synod at which this provision is adopted shall be counted the first such synod. [Note: this term limit comes into effect for Synod lay delegates/substitutes elected at parish annual meetings beginning in 2019.]

4(2) The voting members of each parish in the Diocese may elect up to two lay delegates to the Synod but, where at least one of the persons elected is between the ages of sixteen and thirty-five years at the time of election, they may elect up to three lay delegates.

4(3) The voting members of each parish in the Diocese may elect up to three substitute lay delegates to the Synod.

4(4) The voting members of the Cathedral of Christ Church in the City of Fredericton may elect up to two lay delegates to the Synod but, where at least one of the persons elected is between the ages of sixteen and thirty-five years at the time of election, they may elect up to three lay delegates, and up to three substitutes in accordance with this section.

4(5) Lay delegates to the Synod and their substitutes, if any, shall be elected at an annual meeting of voting members of a parish and, provided they continue to hold the qualifications for election, shall continue in office until others are elected in their place.

4(6) If a vacancy occurs among the lay delegates to the Synod or their substitutes, if any, by death, resignation, refusal to act or otherwise, the parish corporation of the parish in which the election took place may fill the vacancy.

4(7) The chair of a meeting at which lay delegates to the Synod and their substitutes, if any, are elected shall promptly forward to the Secretary of the Synod a certificate of election in such form as the Diocesan Council prescribes, indicating which, if any, delegates and substitutes were, at the time of election, between the ages of sixteen and thirty-five years.

4(7.1) When a worship community is unrepresented in the Synod, the Diocesan Council may invite it to choose up to three lay delegates and substitute delegates to the Synod, subject to age and length of term considerations similar to those for parishes.

4(8) When a lay delegate to the Synod is not present at a meeting of the Synod, that delegate's place may be taken by a substitute lay delegate from the same parish, worship community or the Cathedral of Christ Church, as the case may be.

4(8.1) Notwithstanding any other provision in this section, the number of delegates from a parish, worship community or the Cathedral of Christ Church chosen by virtue of this section who attend the Synod as lay members or substitute lay members is limited to two unless one of the persons so attending was, at the time of election, between the ages of sixteen and thirty-five years.

4(9) The right to attend meetings of the Synod as a substitute lay delegate belongs to the substitute lay delegates in the order in which their names appear on the certificate of their election.

4(10) A substitute lay member shall sit and vote until the end of the meeting of the Synod, or at any adjournment thereof, at which the place of the lay member of the Synod has been taken.

4(11) A lay member of the Synod whose place has been taken by a substitute lay member may not sit or vote at the same meeting of the Synod unless the substitute lay member does not attend at some adjournment thereof.

Meetings of the Synod

5(1) The Synod shall meet at such time and place as the Diocesan Council shall determine, and shall meet not less often than once in the second year following the last regular meeting of the Synod.

5(1.1) Notwithstanding subsection (1), the Diocesan Council may, with the approval of the Bishop, extend the time for holding a meeting of Synod to the third year following the last regular meeting of the Synod.

5(2) The Bishop, or when the Bishop is absent or incapacitated or when the office of Bishop is vacant, the Coadjutor Bishop, the Suffragan Bishop, the Diocesan Administrator, the Bishop's Commissary, the Dean of the Diocese or the Diocesan Council, in that order, may summon special meetings of the Synod.

5(3) A special meeting of the Synod shall be summoned when a written request specifying the object of the meeting signed by ten clergy members and ten lay delegates to the Synod is delivered to the Secretary of the Synod, provided the object specified is one of the objects of the Synod.

5(4) Any question as to the right of a person to vote as a clerical or lay member or substitute lay member of the Synod shall be determined by the Synod, the decision of which is final.

6(1) Notice of a meeting of the Synod shall state the time and place of the meeting and such other information as the Bishop or the Diocesan Council may direct or as may be required by Canon.

6(2) The Secretary of the Synod shall give each delegate at least two weeks' notice of the meeting of a synod.

Quorum of the Synod

7(1) No business shall be transacted at a meeting of the Synod unless a quorum of the Synod is present when the meeting is called to order and proceeds to business.

7(2) One-half of the members of the clergy qualified to attend a meeting of the Synod and one-half of the lay members of the Synod whose elections have been certified to the Secretary of the Synod constitutes a quorum.

7(2.1) For the sole purpose of determining a quorum of the members of the clergy qualified to attend a meeting of the Synod under subsection (2), only those members of the clergy who are the Incumbent of a parish, or who are otherwise appointed to the charge of a parish, chaplaincy or other position of pastoral responsibility by virtue of an appointment from the Bishop, including priests and deacons who are fully engaged in the work of the ordained ministry, shall be counted for the purpose of determining a quorum.

7(3) If a quorum is not present at the time appointed for the opening of a meeting of the Synod, any lesser number of members may adjourn the meeting from time to time until a quorum is obtained.

7(4) Any number of members of the Synod may transact business at a meeting of the Synod at any time after the meeting has been called to order with a quorum present.

Validity of Resolutions

8(1) Except as otherwise provided in this Constitution or the Canons, no act or resolution of the Synod is valid without the concurrence of the Bishop, or in case of the absence or incapacity of the Bishop or when the office of Bishop is vacant, the presiding officer, together with a majority of members of the clergy and lay members present; but a presiding officer who is not the Bishop may reserve any act or resolution of the Synod for the signification of the Bishop's pleasure.

8(2) Upon any motion the votes of the whole Synod shall be taken collectively unless the Bishop, the presiding officer or any ten members of the Synod request that the votes of the members of the clergy and of the lay members be taken separately, in which case the concurrence of a majority of each of those orders is required.

8(3) When the votes of the members of the clergy and of the lay members of the Synod are taken separately, the Coadjutor Bishop and the Suffragan Bishop, unless presiding, and the Assistant Bishop shall vote with the members of the clergy.

Presiding Officer

9(1) Subject to the provisions of the Canon respecting the election of bishops, the Bishop or the presiding officer provided for in subsection (2) shall preside at meetings of the Synod but may designate a temporary presiding officer for specific business.

9(2) When the Bishop is not present at a meeting of the Synod the Coadjutor Bishop, the Suffragan Bishop, the Diocesan Administrator, the Bishop's Commissary, the Dean, or the senior Archdeacon present, in that order, shall preside; or if all these are absent, the members of the Synod present may elect a chair.

Secretary and Treasurer of the Synod

10(1) The Diocesan Council shall appoint the Secretary of the Synod, who shall

- (a) issue all notices required by this Constitution and the Canons,
- (b) ensure that minutes of meetings of the Synod, of its committees, and of the Diocesan Council are recorded and retained,
- (c) assist in preserving all records, papers and documents relating to the Synod,
- (d) certify the public acts of the Synod or of any committee thereof, and of the Diocesan Council,
- (e) affix the seal of the Synod to any document when required to do so by any competent authority, and attest to the same, and
- (f) deliver into the hands of a successor all property, books, records, documents and papers relating to the Synod that may be in the possession or control of the Secretary.

10(2) The Diocesan Council shall appoint the Treasurer of the Synod, who shall

- (a) receive all money belonging to or collected under the authority of the Synod, and disburse the same as the Synod shall direct,
- (b) keep careful accounts of all money belonging to or collected and disbursed under the authority of the Synod and present those accounts to the Synod at each regular meeting of the Synod and to the Diocesan Council as it may require,
- (c) deliver into the hands of a successor or other person as the Synod may direct all property, books, records, documents and papers relating to its concerns that may be in the possession or control of the Treasurer.

10(3) The Treasurer shall give such security for the faithful discharge of the duties of the office of the Treasurer of the Synod as the Diocesan Council requires.

10(4) The Synod or the Diocesan Council may appoint an Assistant Secretary or an Assistant Treasurer or an Assistant Secretary-Treasurer, who shall hold office during the pleasure of the Synod or of the Diocesan Council.

10(5) An Assistant appointed pursuant to this section shall have the powers and perform the duties of the officer whom the Assistant has been appointed to assist in the absence or illness of the officer.

10(6) The persons holding the offices of the Secretary of the Synod and the Treasurer of the Synod respectively, once appointed, shall continue in those offices until replaced by another or others.

The Diocesan Council

11(1) There shall be a Diocesan Council of the Synod consisting of

- (a) the Bishop,
- (b) the Coadjutor Bishop, the Suffragan Bishop and the Assistant Bishop,
- (b.1) the Diocesan Administrator,
- (c) the Bishop's Commissary,
- (d) the Dean,
- (e) the Chancellor,

- (f) the Archdeacons,
- (g) one member of the clergy from each Archdeaconry, to be elected by the respective Archdeaconry Greater Chapters prior to a regular meeting of the Synod,
- (h) one lay member or substitute lay member of the Synod from each Archdeaconry, to be elected by the respective Archdeaconry Greater Chapters prior to a regular meeting of the Synod,
- (i) three lay members or substitute lay members of the Synod, appointed by the Diocesan Council,
- (j) one lay member or substitute lay member of the Synod, being between the ages of sixteen and twenty-five years, appointed, following consultation with representative youth groups in the Diocese, by the Diocesan Council,
- (k) the Secretary of the Synod,
- (l) the Treasurer of the Synod,
- (m) the chair of the Finance Committee of the Diocesan Council, and
- (n) the President of the Anglican Church Women of the Diocese or of its successor.

11(2) The results of the elections envisaged by paragraphs (g) and (h) of subsection (1) shall be presented to the Secretary of the Synod prior to the meeting of the Synod for which the elections were held, by the Archdeacons of the areas in which they were held, for acceptance or otherwise by the Synod.

11(3) If the Synod does not accept an election by an Archdeaconry Greater Chapter, in whole or in part, the Secretary of the Synod, following the meeting of the Synod, shall require the Archdeaconry Greater Chapter to promptly hold a subsequent and similar election, the results of which shall be forwarded to the Diocesan Council and shall be final.

11(4) If a person elected pursuant to the provisions of paragraphs (g) or (h) of subsection (1) fails to complete the term for which elected, the Diocesan Council shall appoint a replacement for the remainder of that term from the appropriate order and from the Archdeaconry in which the person was elected.

11(4.1) A member of the clergy elected pursuant to paragraph (g) of subsection (1) who, following election, is licensed to a new ministry within the same archdeaconry, continues to be a member of the Diocesan Council.

11(4.2) A lay person elected pursuant to paragraph (h) of subsection (1) who, following election, becomes a voting member of another parish within the same archdeaconry, continues to be a member of the Diocesan Council.

11(5) If a person appointed by the Diocesan Council pursuant to the provisions of paragraphs (i) or (j) of subsection (1) fails to complete the term for which appointed, the Diocesan Council shall appoint a replacement for the remainder of that term in accordance with the terms of paragraphs (i) or (j) of subsection (1).

11(6) When the Synod is not in session the Diocesan Council shall manage and administer the temporal affairs of the Diocese, subject to the approval of the Bishop and to any limitations provided by Canon.

11(7) The standing committees of the Diocesan Council shall be

- (a) the Finance Committee, and
 - (b) the Constitution and Canons Committee,
- both committees to be constituted pursuant to Canon and to have the duties as set out by Canon and such additional duties as the Diocesan Council may determine.

11(8) During the incapacity of the Bishop or when the office of Bishop is vacant the Coadjutor Bishop, the Suffragan Bishop, the Diocesan Administrator, and the Bishop's Commissary, in that order, shall have all of the powers of the Bishop in respect of the temporal affairs of the Diocese or of any parish or of any church in the Diocese.

11(9) Notwithstanding anything in this Constitution, where a regular meeting of the Synod is called for a time that is within 18 months of the holding of the last regular meeting of the Synod, the members of the Diocesan Council shall continue in office for a further term provided that their status is otherwise in conformity with this Constitution and provided that no such continuation occurs twice in succession.

Canons, Regulations, Directives, Guidelines

12(1) The Synod may enact such Canons as are deemed necessary for carrying out its functions.

12(2) The Synod and the Diocesan Council severally may make such regulations, directives and guidelines as are deemed necessary for carrying out their respective functions.

Amendment of this Constitution

13(1) An amendment to this Constitution may be proposed at a meeting of the Synod if notice of the proposed amendment has been given at the previous meeting of the Synod or sent to the Secretary of the Synod at least six weeks before the meeting of the Synod at which it is to be proposed.

13(2) The notice of intention to propose an amendment to this Constitution shall be included in the notice of the meeting of the Synod at which it is to be considered.

13(3) An amendment to this Constitution may be adopted by a vote of two-thirds of the clergy and two-thirds of the lay members of the Synod present and voting at the meeting at which it is considered and by the Bishop, whose approval shall be signified to the Synod at the meeting, but if the Bishop is absent or there is a vacancy in the office of the Bishop, the amendment shall await the signification of the Bishop's pleasure.

13(4) An amendment to this Constitution enacted pursuant to this section comes into force immediately.

13(5) Notwithstanding the provisions of this section, no amendment shall be made to section 1 of this Constitution headed "Declaration of Principles".

CANON ONE -- DEFINITIONS

1. In these Canons,

“Act” means the *Anglican Church Act, 2003*;

“Archdeacon” means an Archdeacon appointed by the Bishop under Canon Four;

“Archdeaconry” means a Deanery or group of Deaneries under the supervision of an Archdeacon;

“Archdeaconry Greater Chapter” means a group of persons comprising all clergy licensed for ministry within the Archdeaconry, Church Wardens and the lay delegates to the Synod and their substitutes from each parish within the Archdeaconry;

“Assistant Bishop” means a bishop who is appointed under Canon Three;

“Bishop” means the person holding the office of Bishop of the Diocese;

“Bishop’s Commissary” means the priest appointed to that position under Canon Four;

“Canon”, as it relates to a Diocesan officer, includes a Canon Residentiary, an Archdeacon and a Canon of the Cathedral Advisory Chapter;

“Canon”, as it relates to the laws of the Church in New Brunswick, means a formal enactment of the Synod;

“Cathedral” means the Cathedral of Christ Church in the City of Fredericton;

“Cathedral Advisory Chapter” means the advisory body established under the by-laws of the Cathedral Chapter;

“Cathedral Chapter” means The Bishop and Chapter of the Cathedral of Christ Church in the City and Diocese of Fredericton;

“Church” means The Anglican Church of Canada;

“Church Warden” means a principal elected lay officer of a Parish Corporation;

“Coadjutor Bishop” means a Coadjutor Bishop elected or appointed under Canon Three;

“Constitution” means the Constitution of the Synod;

“Dean” means the Dean of the Diocese;

“Deanery” means a group of parishes defined as a Deanery under Canon Four;

“Diocesan Administrator” means the person appointed to that office under Canon Four;

“Diocese” means The Diocese of Fredericton as continued by the Act;

“Diocesan Council” means the Diocesan Council constituted pursuant to the Act and by the Constitution;

“electoral synod” means a synod called for the purpose of filling the office of Diocesan, Coadjutor or Suffragan Bishop;

“fiscal year” means the fiscal year of a corporation continued or established under the Act;

“General Synod” means the General Synod of the Church incorporated by Chapter 82 of the Statutes of Canada, 1921;

"Incumbent" means a person appointed to that position or shared position in a parish or mission and includes a member of the clergy appointed as Rector;

“member of the clergy” means a bishop, priest or deacon licensed in the Diocese;

“minister” means a bishop, priest, deacon or lay person licensed for ministry within the diocese;

“mission” means a ministry authorized by the Bishop in a geographical area or a community and which is not maintained and managed by a parish corporation;

“parish” means a geographical area or a community of Church members where ministry is maintained and managed by a Parish Corporation;

“Parish Corporation” means a corporation comprising the Incumbent, Church Wardens and Vestry of a parish continued or created under the Act;

“Provincial Synod” means the Synod of the Ecclesiastical Province of Canada;

“records” means

- (a) correspondence, memoranda, forms and other papers and books,
- (b) maps, plans and charts,
- (c) photographs, prints and drawings,
- (d) motion picture films, microfilms and videotapes,
- (e) sound recordings, magnetic tapes,
- (f) records in electronic form,
- (g) all other documentary materials regardless of physical format or characteristics, and, without limiting the generality of the foregoing, includes records
 - (i) prepared or received by the Diocese, the Cathedral and parishes in connection with the transaction of business,
 - (ii) preserved or appropriate for preservation by the Diocese, the Cathedral or a parish,
 - (iii) containing information on the organization, functions, procedures, policies or activities of the Diocese, the Cathedral or a parish, or other information of past, present or potential value to the Diocese, and

(h) any document, in any format including, without limiting the generality of the foregoing,

- (i) the Constitution and Canons certified under the seal of the Synod by the Bishop and the Secretary of the Synod, which shall be deemed the original record thereof,
- (ii) records of the election or appointment of diocesan clergy and lay officers,
- (iii) the definition of the communities making up parishes, Deaneries and Archdeaconries,
- (iv) copies of all grants, conveyances and wills, or all pertinent extracts therefrom, in any way relating to property granted, conveyed, bequeathed, or devised for the benefit or use of the Church in the Diocese,
- (v) parish registers, minute books, records of the parish clergy, parish officers, committees and organizations and financial records,
- (vi) letters of orders, licenses, induction mandates, and other similar instruments of the Bishop,
- (vii) the minutes, reports, correspondence, and other records of the Synod, its officers and agencies, committees and organizations, and any reports, surveys and studies commissioned by the Synod, and
- (viii) other instruments and records of historical value;

“Rector” means the priest appointed to that position in a parish;

“Regional Dean” means a member of the clergy appointed to assist the Bishop in a Deanery;

“regular synod” means a synod called by the Diocesan Council other than an electoral synod;

“special synod” means a synod called by the Bishop or requisitioned by members of the Synod in accordance with the Constitution;

“Suffragan Bishop” means a Suffragan Bishop elected or appointed under Canon Three;

“Synod” means The Diocesan Synod of Fredericton as constituted and continued by the Act and by the Constitution;

“Vestry” means the lay persons who, together with the Incumbent and Church Wardens, comprise the Parish Corporation;

"voting member" means a person who is a baptized Christian who

- i) is at least sixteen years old,
- ii) worships and is a regular communicant in the parish, and

iii) has been a regular contributor, financial and otherwise, to the mission of the parish during the previous year.

CANON SIX -- PARISH GOVERNANCE

Composition of the Parish Corporation

1(1) As provided in the *Anglican Church Act, 2003*, a Parish Corporation comprises the Incumbent together with two Church Wardens and members of the Vestry chosen as provided in section 2.

1(2) The Incumbent is the person appointed to that position or shared position in a parish or mission and includes a member of the clergy appointed as Rector.

1(3) A person appointed to have charge of a parish but who is not an Incumbent is not a member of the Parish Corporation but is entitled to attend meetings of the Parish Corporation with voice but no vote and, if the meeting so decides, may preside at its meetings.

Parish Meetings

2(1) There shall be, not later than the last day of February in each year, an annual meeting of voting members in each parish which shall

- (a) determine, before nominations are made, the number, being not fewer than six nor more than twelve, of members of the Vestry to be elected,
- (b) elect, by a plurality of votes, two Church Wardens and members of the Vestry in the number determined pursuant to paragraph (a),
- (c) elect, by a plurality of votes, lay delegates to the Synod and their substitutes,
- (d) receive a full and detailed statement and account of the receipts and expenditures of the Parish Corporation for the past financial year, duly audited by a professional accountant or by two competent persons, and any other information required by the Treasurer of the Synod or by regulation in such form as may be prescribed by regulation,
- (e) receive and approve or amend the budget proposed by the Parish Corporation for the current year, and
- (f) discuss other matters and make recommendations to the Incumbent and to the Parish Corporation.

2(2) Provided they continue to be qualified as voting members of the parish, Church Wardens and members of the Vestry hold office until their successors are elected.

2(3) When a vacancy occurs in the membership of a Parish Corporation by the death, resignation, removal from the parish or otherwise of a Church Warden or member of the Vestry, the remaining members of the Parish Corporation may elect a person to fill the vacancy and that person shall hold office for the balance of the term of the person whose place was vacated.

2(3.1) The persons chosen as Church Wardens under subsections (1) and (3) shall not be members of the same household as any other parish financial signing authority.

2(4) No person may be nominated or elected as a Church Warden who has served as a Church Warden for five consecutive years immediately preceding the time of such election.

2(5) If both Church Wardens have served for five years, the annual meeting may elect one of them as a Church Warden for the ensuing year only.

2(6) The Incumbent may call a special meeting of the voting members in the parish at any time and shall call a special meeting upon the written request of the Church Wardens or of any three members of the Parish Corporation.

2(7) If the Incumbent fails to call an annual meeting or to call a special meeting when requested, the Church Wardens shall do so.

2(8) The Rector or incumbent shall fix the time and place for all parish meetings following consultation with the Church Wardens, unless the Parish Corporation prescribes otherwise.

2(9) The Incumbent or the Church Wardens

- (a) shall post a notice of the annual or any special meeting of the voting members in the parish in a conspicuous place in each church in the parish,
- (b) shall cause the notice to be read at each worship service in the parish for at least three weeks,
- (c) in parishes that publish bulletins, shall cause the notice to be published in the bulletins for at least three weeks, and
- (d) may post the notice on a parish web site and circulate the notice electronically to voting members in the parish.

2(10) Baptized Christians who

- (a) are at least sixteen years old,
- (b) worship and have been regular communicants in the parish, and
- (c) are regular contributors, financial and otherwise, to the mission of the parish during the previous year

are entitled to vote at meetings of the voting members in a parish and those who are members of the laity are eligible to be elected as Church Wardens, members of the Vestry or delegates to the Synod.

2(11) No person is entitled to vote or is eligible for election to office in more than one parish.

2(12) The Incumbent shall preside at meetings of voting members in the parish or, in the absence of or at the request of the Incumbent, a Church Warden shall preside.

2(13) Where a Parish Corporation has ceased to function, any three voting members in the parish may, after consultation with the Bishop, summon a meeting, to be held at a time and place appointed by them, for the election of Church Wardens and members of the Vestry, and immediately upon such election being made, the Incumbent, if any, the Church Wardens and members of the Vestry shall be the Parish Corporation.

Chapel Wardens

3 Where there is more than one church in a parish, the voting members who regularly worship at any church may, at the annual meeting of the voting members in the parish, choose from among their number one or two Chapel Wardens who, subject to the direction of the Incumbent and the Parish Corporation, shall have charge of the church.

The Parish Corporation

4(1) Subject to the authority of the Bishop and the Synod, a Parish Corporation shall

- (a) organize and manage activities and programs in furtherance of Christian life in the parish,
- (b) manage the investment of endowment and other funds of the parish and, in so doing, may engage professional assistance and pay reasonable fees therefor,
- (c) dispose of real property only with the approval of the Bishop and the Finance Committee of the Diocesan Council,
- (d) manage the properties, revenues and expenditures of the parish, utilizing appropriate financial controls and procedures,
- (e) employ the lay employees of the parish,
- (f) initiate recommendations for the appointment of assistant clergy of the parish,
- (g) maintain a book of minutes of its proceedings,

- (h) appoint a Vestry Clerk and a Parish Treasurer, which offices may be held by one person,
 - (i) appoint annually, in accordance with Canon Seven, a Parish Advisory Committee, to assist the Bishop in the appointment of an Incumbent,
 - (j) approve or reject a decision by the Parish Advisory Committee to vest the appointment of an Incumbent solely in the Bishop,
 - (k) prepare and submit to the annual meeting of voting members in the parish an annual report and a full and detailed statement and account of the receipts and expenditures for the past financial year, duly audited by a professional accountant or by two competent persons, and
 - (l) prepare and submit for approval at the annual meeting of voting members in the parish a proposed detailed budget for the current year.
- 4(2) Regular meetings of the Parish Corporation shall be held at least six times a year at such times and places as the Corporation directs.
- 4(2.1) No member of the Parish Corporation, Vestry Clerk or Parish Treasurer shall be present during the Corporation's discussion of any matter or motion concerning which that person, or an immediate family member, or a member of the same household has a direct financial or material interest.
- 4(3) The Incumbent or the Church Wardens shall give notice of all regular and special meetings of the Parish Corporation to each member of the Corporation.
- 4(4) No capital expenditure involving change of design or structural changes in a parish-owned building shall be made until the plans respecting the change have been submitted to, and approved by, the Bishop.
- 4(5) A parish corporation shall, upon request of the Bishop or the Diocesan Council, provide full and complete information about any parochial endowments or trusts held by it or by any other person for the benefit of the parish.

The Incumbent

5 The Incumbent

- (a) [repealed]
- (b) has the right of possession of keys to the church or churches in the parish, together with the right to open the church for the celebration of worship services, rites or ceremonies authorized by the Church, and is bound to keep the church closed against intrusion of unauthorized ministers or ceremonies,
- (c) has the right to possession and control of the vault, steel safe or strong box for the custody of vessels and registers and other valuables,
- (d) is responsible for the spiritual concerns of the parish in subordination to ecclesiastical authority of the Diocese and to the Constitution and Canons of the General Synod of The Anglican Church of Canada, the Synod of the Ecclesiastical Province of Canada, and the Diocesan Synod of Fredericton,
- (e) subject to the direction of the Book of Common Prayer and the Book of Alternative Services and other authorized liturgies, has exclusive control over the conduct of worship services and occasional offices,
- (f) has the direction of the music ministry,
- (g) has the control and direction of all church schools connected with the Church in the parish,

- (h) is head and chair of the Parish Corporation,
- (i) has, when chairing meetings of the Parish Corporation, the same right to vote as other members of the Parish Corporation and in addition, in case of a tie, has a casting vote,
- (j) is the chair of meetings of the voting members in the parish,
- (k) may, in consultation with the Church Wardens, call all meetings of the Parish Corporation, and
- (l) shall meet with the Church Wardens at least once each quarter to review the state of the parish.

The Church Wardens

6(1) The Church Wardens shall

- (a) make the congregation and visitors welcome to the parish,
- (b) ensure that parish property and buildings are properly protected and cared for and adequately insured,
- (c) collect or appoint others to collect the offerings of the people and reverently bring them to the officiating minister,
- (d) count or cause to be counted all offerings received during worship services and record the same in the Register of Services before the offerings are removed from the church,
- (e) keep an inventory of the parish property, and hand the same to their successors in office, who shall forthwith compare the property with the inventory and report any discrepancies to the Parish Corporation,
- (f) forthwith report to the Bishop any matter of grave importance, such as heresy, immorality, disorderly conduct, gross neglect of duty, or improper conduct of worship services,
- (g) during a vacancy in the parish, provide for the conduct of worship services and other ministry,
- (h) in parishes receiving a grant from the Diocese, sign an agreement respecting the grant with the Synod, and undertake its performance,
- (i) keep order during worship services,
- (j) ensure that churches in the parish are furnished with all things necessary for the proper conduct of worship services at the expense of the Parish Corporation,
- (k) certify any notices that require certification and, when a notice is required in the parish that a parishioner is a candidate for Holy Orders at an ensuing ordination, sign the certificate that the notice has been read and as to objections raised,
- (l) jointly with the Incumbent remit or cause to be remitted monthly to the Treasurer of the Synod all amounts for diocesan apportionments and assessments, and
- (m) meet with the Incumbent at least once each quarter to review the state of the parish.

The Incumbent and Church Wardens

7 The Incumbent and Church Wardens shall

- (a) act on behalf of the Parish Corporation in the event of an emergency,
- (b) ensure that decisions made by the Parish Corporation are implemented,
- (c) play a leadership role in all aspects of the life of the parish,
- (d) facilitate the effective operation of the parish and its committees,
- (e) prepare an agenda for each meeting of the Parish Corporation and of the annual meeting of voting members in the parish, and

(f) exercise such powers and perform such functions as are delegated to them by the Parish Corporation.

The Vestry Clerk

8(1) The Parish Corporation shall annually appoint a Vestry Clerk who may, but need not be, a member of the Parish Corporation.

8(2) The Vestry Clerk shall

- (a) attend all meetings of the Parish Corporation and record minutes of the proceedings,
- (b) attest the public acts of the Parish Corporation and affix the seal of the Corporation to formal documents executed by the Parish Corporation,
- (c) preserve all books, papers and records belonging to the Parish Corporation other than the registers required under Canon Five and ensure their orderly transfer to the Diocesan Archivist, and
- (d) perform such other duties as the Parish Corporation prescribes.

The Parish Treasurer

9(1) The Parish Corporation shall annually appoint as Parish Treasurer a qualified person, who may but need not be a member of the Parish Corporation.

9(1.1) The person appointed as Parish Treasurer shall not be a Church Warden or a member of the same household as any other parish financial signing authority.

9(2) The Parish Treasurer shall

- (a) receive all money belonging to or collected by authority of the Parish Corporation and disburse the same as the Parish Corporation directs,
- (b) keep accurate accounts of money belonging to or disbursed by the Parish Corporation and present such accounts to the Parish Corporation at each regular meeting,
- (c) deliver to a successor, or to such other person as the Parish Corporation directs, all property, books and papers relating to the affairs of the Parish Corporation,
- (d) assist in the preparation and presentation of the budget, and
- (e) give such security for the faithful performance of duties as is required by the Parish Corporation or by regulation.

Signing Authority

10(1) The Incumbent and the Vestry Clerk, or, if the office of Incumbent is vacant or the Incumbent is on leave, the Church Wardens and the Vestry Clerk, shall sign all documents that are required to be executed under the seal of the Parish Corporation.

10(2) Cheques and other money instruments issued by the Parish Corporation shall be signed by any two of the Parish Treasurer, the Incumbent and a Church Warden.

Establishing, Dissolving and Adjusting Parishes

11(1) When it is proposed to establish a new parish, amalgamate two or more parishes, divide a parish, dissolve a parish or adjust the definition of the community of one or more parishes, the Bishop shall give written notice of the proposal to the Parish Corporation of each parish which would be affected by the proposal.

11(2) The Incumbent or Church Wardens of a Parish Corporation shall, forthwith upon receipt of such a proposal,

- (a) post a copy thereof in a conspicuous place in each church in the parish,

- (b) cause the notice to be read at each worship service in the parish for at least four weeks,
- (c) in parishes that publish bulletins, cause the notice to be published in the bulletins for at least four weeks, and
- (d) may post the notice on a parish web site and circulate the notice electronically to voting members in the parish.

11(3) The Parish Corporation of a parish which would be affected by a proposal or any ten voting members who worship in the parish and who are eligible to vote at meetings of the parish community may, within three months after the date of the notice given by the Bishop, notify the Bishop in writing that they object to the proposal, setting out the grounds of their objection.

11(4) When an objection is made the Bishop shall, upon expiry of three months from the date of the notice of the proposal, fix a time and place for the Diocesan Council to consider the proposal and any objections to it.

11(5) The Secretary of the Synod shall send to each Parish Corporation which would be affected by the proposal, and to each voting member who has signed an objection, notice of the time and place at which the Diocesan Council will consider the proposal and objections.

11(6) The Incumbent or Church Wardens of a Parish Corporation forthwith upon receipt of such notice,

- (a) shall post the notice in a conspicuous place in each church in the parish,
- (b) shall cause the notice to be read at each worship service in the parish for at least three weeks,
- (c) in parishes that publish bulletins, shall cause the notice to be published in the bulletins for at least three weeks, and
- (d) may post the notice on a parish web site and circulate the notice electronically to voting members in the parish.

11(7) The Diocesan Council shall, at the appointed time and place, hear such representations as any interested party wishes to make and shall, at the same meeting or at a subsequent meeting, decide whether the proposal should be effected.

11(8) The Bishop may

- (a) if no objection is made to a proposal within three months after notice of the proposal is given, or
- (b) if the Diocesan Council decides that the proposal should be effected,

issue an appropriate Memorial and cause it to be registered as provided in section 9 of the Act.

11(9) The authority of the Synod under the Act to apportion and allot the funds, liabilities, securities and investments held by any affected parish is delegated to the Diocesan Council.

11(10) The Diocesan Council may adopt regulations prescribing the forms of notices and Memorials to be used under this section.

11(11) The Secretary of the Synod shall establish and maintain a register of

- (a) all Memorials issued by the Bishop under this Canon or under section 7 of the Act,
- (b) the names of all parish corporations, and
- (c) the definitions of the boundaries or communities of all parishes.

CANON SEVEN -- THE CLERGY

General Synod Canons

1(1) The licensing of clergy is governed by Canon XVII of the General Synod of The Anglican Church of Canada entitled *THE LICENSING OF CLERGY*, which Canon is set out in Schedule A to this Canon.

1(2) Relinquishment and abandonment of ordained ministry are governed by Canon XIX of the General Synod of The Anglican Church of Canada entitled *RELINQUISHMENT OR ABANDONMENT OF THE MINISTRY*, which Canon is set out in Schedule B to this Canon.

The Bishop's Authority to Appoint

2(1) The Bishop

(a) may appoint a minister to a parish or mission with such title or designation as the Bishop sees fit,

(b) [repealed]

(c) may transfer a member of the clergy from one parish to a position in another parish, and

(d) may appoint a minister to a chaplaincy or other position of pastoral responsibility.

2(2) When a vacancy arises in the stipendiary ministry the Bishop shall give all members of the clergy in the Diocese notice of intent to fill the vacancy sufficient to allow them to inform the Bishop if they are interested in being considered for appointment to the vacant position.

2(3) There shall be in each parish a Parish Advisory Committee comprising

(a) the two Church Wardens, and

(b) three members of the Vestry appointed annually by the Parish Corporation.

2(4) The Parish Advisory Committee shall meet within two weeks following its appointment to elect a chair and a secretary from among its members and the secretary shall forthwith inform the Bishop of the names and addresses of the chair and the secretary.

2(5) The Parish Advisory Committee shall commence its work only at the Bishop's direction.

2(6) The Bishop shall consult with the Parish Advisory Committee before appointing the Incumbent of a parish.

2(7) If, within six months after the effective date of the vacancy in the office of Incumbent, the Bishop considers that no substantial progress has been made in the consultation process, the Bishop may declare an inordinate delay and inform the Parish Corporation of intent to appoint an Incumbent without further consultation.

2(8) The Parish Advisory Committee may by unanimous vote, at any time, with the approval of a majority of all of the members of the Parish Corporation, vest the appointment of an Incumbent solely in the Bishop.

2(9) The Bishop may consult with the Parish Advisory Committee about the appointment of a minister to a position in the parish other than the office of Incumbent.

2(10) The Bishop may, after informing the Incumbent or other minister, consult with the Parish Advisory Committee about the transfer of the Incumbent or other minister to another parish.

2(11) The Bishop shall consult with an Incumbent or other minister before transferring him or her to another parish.

Resignations and Leaves of Absence

- 3(1) All members of the clergy are entitled in each year to four weeks' vacation, which may be taken in two or more periods, not exceeding 30 days in the aggregate, and may take an additional one week vacation between the Feast of the Epiphany and Palm Sunday.
- 3(2) Incumbents and other parish clergy shall consult with the Church Wardens when scheduling their vacations.
- 3(3) An Incumbent may resign from a parish by giving the Bishop not less than three months' notice.
- 3(4) Other ministers may resign their positions by giving the Bishop not less than one month's notice.
- 3(5) Notwithstanding subsections 3(3) and 3(4) the Bishop may accept the resignation of an Incumbent or other minister at any time.
- 3(6) The Bishop may refuse to accept a resignation from a minister who has not fulfilled an obligation to serve in the Diocese for a specific period of time.
- 3(7) No minister who has given notice of resignation shall leave his or her position before the period of notice expires.
- 3(8) Except when on vacation, no minister holding an appointment in a parish shall be absent from parish duties without the Bishop's permission.
- 3(9) The Bishop may grant leave of absence to a minister for any good cause.
- 3(10) When a member of the clergy is about to leave the Diocese to take or seek employment in another diocese, the Bishop shall forward *Letters Bene Decessit* to the bishop of the other diocese.
- 3(11) When the Bishop refuses to grant a leave of absence or to forward *Letters Bene Decessit*, the Bishop shall give the member of the clergy written reasons for the refusal.

Removal of an Incumbent

- 4(1) In this section "Court" means The Ecclesiastical Court for the Diocese of Fredericton constituted under Canon Eight.
- 4(2) A majority of the lay members of a Parish Corporation may submit to the Bishop
- (a) a written application for the Bishop to mediate specified differences or disagreements between the Incumbent and voting members in the parish or any other specified circumstances which the applicants allege warrant removal of the Incumbent from the parish in the interests of the Church, and
 - (b) a deposit of \$500 to cover the costs of an inquiry pursuant to this section.
- 4(3) If the Bishop is not able to bring about a reconciliation between the Incumbent and voting members in the parish or resolve any circumstances which the applicants allege warrant removal of the Incumbent and is of the opinion that there should be an inquiry, the Bishop shall refer the matter to the Court.
- 4(4) If the Bishop, after attempting mediation, is of the opinion that the differences, disagreements or circumstances alleged by the applicants do not warrant an inquiry, the Bishop shall inform the applicants and shall not remove the Incumbent from the parish.
- 4(5) If the matter is referred to the Court, the Court shall conduct an inquiry into the matters alleged in the written application.
- 4(6) The president of the Court shall, not less than 15 business days before the inquiry is to be held, send notice thereof by ordinary mail to the Incumbent, to each lay member of the Parish Corporation who signed the application, to the Church Wardens of the parish, and to the Bishop.

- 4(7) In conducting an inquiry the Court shall hear evidence in the following order:
- (a) evidence offered by the lay members of the Parish Corporation who signed the application,
 - (b) evidence offered by the Incumbent,
 - (c) evidence offered by the Bishop, and
 - (d) evidence from any other person whose evidence the Court considers may be of assistance to it.
- 4(8) Following the inquiry the Court shall give a written decision as to whether or not it is in the best interests of the parish or of the Diocese that the Incumbent should be removed and shall include in its decision a statement of the facts on which its decision is based.
- 4(9) The president of the Court shall forward the decision to the Bishop, who shall send a copy thereof to the Incumbent, to each lay member of the Parish Corporation who signed the application, and to the Church Wardens of the parish.
- 4(10) If the Court determines that the Incumbent should be removed the Bishop shall, subject to any appeal of the Court's determination and after reasonable notice to the Incumbent, remove the Incumbent from the parish.

Declarations and Oaths Required of Clergy

5(1) Priests and deacons at their ordinations and Rectors and Incumbents at their inductions or installations shall take and subscribe the following declarations:

I, N, solemnly declare that

- (a) *I profess the faith set forth in the Scriptures and in the Catholic Creeds and affirm my allegiance to the doctrine of the Anglican Church of Canada as set forth in the Book of Common Prayer and in the Ordinal,*
- (b) *In public prayer and in the administration of the Sacraments I will use the form of the Book of Common Prayer and none other except so far as shall be ordered by lawful authority, and*
- (c) *I will pay true and canonical obedience to the Canons which have been or are from time to time passed by the General Synod, the Provincial Synod and the Diocesan Synod of Fredericton.*

5(2) Priests and deacons at their ordinations and Rectors and Incumbents at their inductions or installations shall take and subscribe the following oaths:

- (a) The oath of canonical obedience to the Bishop.
- (b) The oath of allegiance to the Sovereign.

Reports

6 The Incumbent of each parish shall

- (a) forward annually to the Secretary of the Synod the reports and other information prescribed in section 6 of Canon Five,
- (b) deliver to the Bishop at each regular meeting of the Synod a report of the work done in the parish since the previous regular meeting of the Synod, and
- (c) make such other reports and returns as are required by the Bishop or by regulation.

Stipends and Benefits

7 The Diocesan Council shall adopt regulations prescribing

- (a) minimum stipends and employment benefits for members of the clergy,

- (b) standards for the provision of housing accommodation for members of the clergy, and
- (c) policies respecting moving expenses incurred by members of the clergy.

Code of Pastoral Conduct

8 The Diocesan Council may adopt regulations respecting a code of pastoral conduct of ministers.

DIOCESAN SAFE CHURCH

Part 1: Purpose, Objectives, Application and Definitions

Purpose

- 1 The purpose of this Regulation is to promote the mission of the church by providing a safe and effective working, learning and spiritual environment.

Objectives

- 2 The objectives of this Regulation are:
 - a) **The prevention** of misconduct towards anyone, including children, youth and vulnerable adults, by applying effective processes to ensure the church is a safe place for all people including Clergy, lay-leaders, Diocesan and parish staff, and other volunteers;
 - b) **The protection** of all members of the church community from misconduct, particularly children, youth and vulnerable adults; and
 - c) **The legal protection** of the Diocese, each Diocesan or Parish Corporation and their leadership.

Application

- 3(1) This Regulation applies to, but is not limited to, the Diocesan Synod of Fredericton, including its officers, employees and volunteers, members of the Diocesan Council and its committees, the Corporation of the Cathedral of Christ Church, including its officers, employees and volunteers, parishes and Parish Corporations, including Incumbents, Church Wardens and Vestries, corporation officers, members, employees and volunteers, and the Diocesan Camps, including their officers, employees and volunteers.
- 3(2) This Regulation applies equally to the Church community and the Diocesan Synod, the Corporation of Christ Church Cathedral, Parish Corporations and Diocesan Camps will seek to apply these rules to other groups using Church facilities and/or participating in Church programs or events.
- 3(3) All corporations and individuals mentioned in subsections 3(1) and 3(2) are bound by this Regulation and the policies enacted under it.

Definitions of Terms

4 In this Regulation:

“abuse” means misconduct involving physical or sexual assault, or economic, emotional, physical, or sexual misconduct of a child, youth or vulnerable adult;

“Act” means the *Anglican Church Act, 2003 and amendments*;

“Archdeacon” means an Archdeacon appointed by the Bishop under Canon Four to exercise territorial or Diocesan supervisory functions;

“Archdeaconry” means a Deanery or group of Deaneries under the supervision of an Archdeacon;

“Archdeaconry Greater Chapter” means a group of persons within an Archdeaconry comprising all licensed clergy, Church Wardens and the lay members of the Synod and their substitutes from Parish Corporations, and all other ministries within the Archdeaconry;

“assault” means physical assault or sexual assault;

“Assistant Diocesan Misconduct Complaints Officer” means the Assistant Diocesan Misconduct Officer appointed under the Diocesan Misconduct Policy;

“Bishop” means the person holding the office of Bishop of the Diocese;

“bullying” means misconduct involving repeated incidents of negative behaviours by one person towards another person or persons so as to cause physical, sexual, economic, social, emotional or psychological harm to that/those other person(s);

“Cathedral” means the Cathedral of Christ Church in the City and Diocese of Fredericton;

“Cathedral Chapter” means The Bishop and Chapter of the Cathedral of Christ Church in the City and Diocese of Fredericton;

“child” means a person who is thirteen years of age or younger;

“church” includes a chapel or any other place dedicated or consecrated as a place of worship;

“Church” means The Anglican Church of Canada;

“Church facility” means a church, hall or any other building within which a church program, event or activity is carried out;

“Church member” means a baptised Christian who is a voting member of the Diocese or of a parish;

“Church Warden” means a principal elected lay officer of a Parish Corporation;

“Church worker” means a Cleric, a lay-member, an employee, a Leader, or a volunteer of the Diocesan Synod, a Cathedral or Parish Corporation, or a Diocesan Camp in relation to an activity, an event or a program that is sponsored or delivered by the Church.

“Cleric” means a Bishop, Priest, or Deacon licensed in the Diocese;

“Committee” means The Diocesan Misconduct Committee appointed under the Diocesan Misconduct Policy;

“community” includes the Diocese, Cathedral, Parish or Camp;

“Complainant” means a person who alleges s/he is the victim of misconduct by a respondent;

“confession” means the auricular, private confessing of sins to a cleric;

“Consent” is active acquiescence or silent compliance by a person legally capable of consenting and in possession of all essential information in order to give valid consent. Consent is non-coercive and may be evidenced by words or acts or by silence when silence implies concurrent;

“Constitution” means the Constitution of the Synod;

“Dean” means the Dean of the Diocese;

“Deanery” means a geographic area identified by the Bishop and incorporating several parishes in close proximity;

“Diocese” means The Diocese of Fredericton as constituted by Letters Patent issued by Queen Victoria on April 25, 1845, under which the boundaries of the Diocese of Fredericton are coterminous with the boundaries of New Brunswick. ;

“Diocesan Council” means the Diocesan Council constituted pursuant to the Act and by the Constitution;

“Diocesan Human Resources Committee” (DHRC) means the Diocesan Human Resources Committee appointed by the Diocesan Council under Canon Four;

“Diocesan Misconduct Complaints Officer” means the Diocesan Misconduct Complaints Officer appointed under the Diocesan Misconduct Policy;

“Diocesan Privacy Officer” means the Diocesan Privacy Officer appointed under the Diocesan Privacy Policy;

“Diocesan Safe Church Committee” (DSCC) means the Diocesan Safe Church Committee appointed by the Diocesan Council under this Regulation;

“economic misconduct” means the breach of a position of trust wherein one person takes control of or materially affects another person’s economic resources without prior consent;

“emotional misconduct” means an abuse of authority wherein one person behaves unacceptably in a manner, that diminishes another person’s identity, personal dignity and/or self worth;

“employee” means a person who performs certain duties in return for remuneration by the employer;

“exploitation” means misconduct that may incorporate harassment, assault or abuse. It focuses on the power of the perpetrator in relation to the vulnerability of the victim and refers to a breach of trust and/or the act of taking advantage of such vulnerability for one's own gain;

“facility” means a church, hall, a rectory, an office building, a camp building, a meeting room, a lounge, a kitchen, or any other area of a building, including the entire building, and any other structure(s) or equipment that may be used for a church program;

“fiscal year” means the fiscal year of a corporation continued or established under the Act;

“General Synod” means the General Synod of the Anglican Church of Canada incorporated by Chapter 82 of the Statutes of Canada, 1921;

“harassment” means unwelcome comments, unacceptable behaviour, or other conduct which is known or ought reasonably to be known to be offensive, demeaning, humiliating, derogatory or otherwise disrespectful of another person. It is conduct that tends to interfere with an environment of understanding and mutual respect. It may be sexual or non-sexual in nature;

“Incumbent” means the person appointed to that position or shared position in a parish or

mission and includes a member of the clergy appointed as Rector;

“internet communications” means any electronic communication that may use the world-wide web;

“Leader position” or “Leader” means a leadership role in an activity, event or program by a lay person or Cleric in which s/he has authority for the delivery of the activity, event or program;

“major complaint” means a complaint of misconduct that is not a minor complaint;

“minor complaint” means a complaint of alleged misconduct that is, to the knowledge and belief of the Leader, an isolated incident that does not allege assault and is made by someone other than a child, youth or vulnerable adult, and may be informally resolved to the satisfaction of the Leader and the parties to the complaint;

“misconduct” means unacceptable behaviour, abuse or maltreatment that includes physical or sexual assault, bullying, harassment and/or economic, emotional, physical or sexual misconduct, and for the purposes of this Regulation, includes any discriminatory practices described in the [Part 1 \(Proscribed Discrimination\)](#) of the Canadian Human Rights Act or the New Brunswick Human Rights Act;

“Mission” means a ministry authorized by the Bishop in a geographical area or a community and which is not maintained and managed by a parish corporation;

“Parish” means a geographical area or a community of Church members;

“Parish Corporation” means a corporation comprising the Incumbent, Church Wardens and Vestry of a parish continued or created under the Act;

“Parish Nursing” is the intentional integration of the practice of **Parish nursing** with the beliefs of a religious community. A **parish nurse** is a registered **nurse** (RN) specialist who encourages physical and spiritual health and wholeness by developing and leading programs within faith communities.

“personal information” is information about an identifiable individual. For the purposes of the Safe Church Regulation, personal information may also include personal health information;

“personal health information”, with respect to an individual, whether living or deceased, means information:

- a) concerning the physical or mental health of the individual;
- b) concerning any health service provided to the individual;
- c) that is collected in the course of providing health services to the individual; or
- d) that is collected incidentally to the provision of health services to the individual;

“physical assault” means an assault of a physical nature, other than a sexual assault, that violates the physical integrity of the person who is assaulted. An "assault" occurs when the following four conditions are met:

- a) One person applies force to another person or threatens to apply force;
- b) It is intentional;
- c) It may or may not result in physical harm;
- d) The physical contact is without consent;

“physical misconduct” means unacceptable behaviour by one person, including physical assault, that affects the bodily integrity and/or security of another person, other than sexual misconduct;

“program (ministry)” means a structured series of similar activities or events governed and run by the Diocesan Synod, Cathedral or Parish Corporation, or Diocesan Camp which spans a period of days, weeks or months and in which the level of risk is expected to remain constant; e.g., weekly worship services, weekly Church School, camp session, visitations, weekly youth meetings, operation of the Sunday morning nursery, an out-of-the-cold program;

“Province” means the Ecclesiastical Province of Canada;

“Provincial Synod” means the Synod of the Ecclesiastical Province of Canada;

“public” means open, transparent and available to all;

“Regional Dean” means a priest who has been appointed to assist the Bishop in a Deanery;

“Religious Leader” means a Cleric and any other individual recognized by and acting on behalf of an organization and empowered to provide religious instruction and spiritual guidance to others;

“Respondent” means a person against whom a complaint of misconduct is made;

“risk” means an uncertain event or condition that, if it occurs, would have a positive or negative impact;

“risk assessment” means the process by which the Diocesan Synod, Cathedral, Parish Corporation or Diocesan Camp rates or measures risk factors under this Regulation;

“risk event” means an event that either has occurred or has the potential to occur; there are two types of risks events: A good or positive event (opportunity), and a bad or negative event;

“sexual assault” means an assault of a sexual nature that violates the sexual integrity of the person who is assaulted. The following shall be considered when applying this definition and this Regulation:

- i) An "assault" happens when:
 - a) One person applies force to another person or threatens to apply force;
 - b) intentionally, and
 - c) without consent;
- ii) The assault is "aggravated" if the person assaulted is wounded, maimed or disfigured or his or her life is endangered;
- iii) In deciding if an assault is sexual, many factors may be considered including the part of the body touched or threatened to be touched, the situation in which it occurred, the words and gestures of the person alleged to have committed the assault and any words and gestures of the person alleged to have been assaulted;
- iv) Gender is not relevant to a determination of whether a sexual assault has occurred;
- i) Sexual offences are described in Part V and Part VIII of the [Criminal Code of Canada](#) (R.S.C. 1985, c. C-46,) and some of those offences are:
 - a) Aggravated sexual assault;
 - b) Bestiality;
 - c) Incest;
 - d) Inviting a person under the age of fourteen to touch for a sexual purpose;
 - e) Sexual assault;
 - f) Sexual assault with a weapon or sexual assault causing bodily harm;
 - g) Sexual exploitation which is sexual interference or invitation by a person in a position of trust or authority towards:
 - 1) A young person,
 - 2) A person in a relationship of dependency or,
 - 3) A person with a mental or physical disability; and
 - h) Sexual interference which is sexual touching of a person under the age of fourteen;

Note: Consent is understood as non-coercive. If a victim agrees to any assault under threat, or if consent is obtained by fraud or by the influence of a person in authority over the victim (e.g. counselor, Cleric, guardian), it will be deemed to be no consent. An accused may show "honest belief"

of consent and may not be convicted. However, it is always the case that no consent exists for children under age twelve under specific circumstances with peers for children age twelve and thirteen, and with young persons aged fourteen to eighteen, consent is not valid if the accused was in a position of authority over them. Also there are further provisions for mentally or otherwise incapacitated or vulnerable children, adolescents and adults ([Criminal Code of Canada](#), R.S.C. 1985, c. C-46);

“sexual harassment” means behaviour of a sexual nature that is known or ought reasonably to be known to be unwanted or unwelcome, including:

- i) Any coercion or attempt to coerce an unwilling person into a sexual relationship, or to subject a person to persistent unwanted sexual attention, or to punish a refusal to comply, or to reward compliance;
- ii) Sexual harassment shall be understood as an exploitation of a power relationship, rather than as an exclusively sexual issue;
- iii) Sexual harassment may involve a wide range of behaviours from verbal innuendo and subtle suggestions to overt demands and unwanted inappropriate physical contacts of a sexual nature. It may be one incident or a series of incidents;
- iv) Sexual harassment includes actions that contribute to an environment that is "poisoned" by suggestive pictures or cartoons, and/or other offensive acts. Federal and provincial law prohibits sexual harassment;
- v) Sexual harassment is prohibited by federal and provincial law;

“sexual misconduct” means any act of sexual harassment, sexual assault, sexual exploitation, sexual abuse or any other sexual activity or conduct (including, but not limited, to sexual intercourse) in which the Church worker takes advantage of the vulnerability of a person under her or his pastoral care or other guidance or leadership. Such behaviour, whether it appears to be initiated by the Church worker or by the person under care or leadership, shall be deemed to be sexual misconduct. This definition is applicable to all church workers: lay or ordained, paid or volunteer;

“special event” means an occasional or one-time (non-recurring) event run by a community;

“Synod” means The Diocesan Synod of Fredericton as constituted and continued by the Act and by the Constitution;

“Vestry” means the lay persons who, together with the Incumbent and Church Wardens, comprise the Parish Corporation;

“Volunteer” or “Volunteer Helper” means a lay person who is involved in a program with children, youth or vulnerable adults but who is not a leader;

“vulnerable adult” means a person who is nineteen years of age or older, and because of his or her age, disability or other circumstances, whether temporary or permanent, is in a position of dependence on others or is otherwise at a greater risk than those in the general population of being harmed by a person in a position of authority or trust relative to him or her;

“youth” means a person who is between fourteen and eighteen years of age, inclusive.

Adopted
4 October 2014
Revised
5 October 2017

**Anglican Church of Canada
Diocese of Fredericton**

Regulation 4-4: Diocesan Safe Church

Part 3: Risk Management

General

- 1 The Diocesan Synod, Corporation of the Cathedral of Christ Church Parish Corporations and Diocesan Camps shall provide a safe church environment by completing a risk assessment and managing the risk by addressing the following:
- a) Risk identification and assessment;
 - b) Program safety standards;
 - c) Human resources standards;
 - d) Facilities standards;
 - e) Transportation standards.

a) Risk Identification and Assessment

- 2(1) The Leader shall, after consultation with the Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporation and/or Diocesan Camp, complete and maintain a risk assessment for each Diocesan, Cathedral, Parish or Diocesan Camp activity, event, program or ministry, and for each position within such program or ministry, and review this assessment with either a Cleric, Parish Warden or Camp Director, as applicable, prior to the Church activity, event or program.
- 2(2) A risk assessment shall:
- a) rate and/or measure the applicable risk factors and
 - b) establish responses to mitigate or avoid the risk factor(s), commensurate with the level of assessed risk,
- as set out in the [Risk Management Guide](#) (Schedule A).
- 2(3) Prior to delivery of the Church activity / program the Leader shall review with the Bishop, Dean, Incumbent, Parish Warden or Camp Director the real or perceived risk events, their associated risk assessments, and the action plan to avoid/mitigate the negative risk event(s) and to promote the positive risk event(s).
- 2(4) Notwithstanding s. 2(3), the Leader may opt to cancel the event or activity should a negative risk event not be mitigated to a low risk level or avoided altogether.
- 2(5) For the purpose of this Regulation, it is considered sufficient to avoid all negative risk event(s) when the Leader and his/her volunteers of a Church activity / program complies

with all standards and procedures set out in this Regulation, including all schedules of this Regulation.

b) Program Safety Standards

General

- 3 The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall adhere to the Program Safety Standards addressed in sections 4 to 16.

Supervision, Support and Evaluation

- 4(1) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall provide each Lay Leader, Employee and Volunteer with supervision, support and evaluation.
- 4(2) The amount of supervision, support and evaluation shall be based on the level of risk of the program or event.
- 4(3) Supervisory staff shall make regular visits to the program or event.

Programs (Ministries) List

- 5(1) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall each prepare a list of the categories of programs (ministries) operating within their jurisdiction, including but not limited to:
- a) Programs with preschoolers;
 - b) Programs with grades 1- 6;
 - c) Programs with teens;
 - d) Programs with vulnerable adults;
 - e) After school programs;
 - f) Baptism and Confirmation programs/classes;
 - g) Programs that are delivered jointly with a non-church organization;
 - h) Other specialized programs, such as a day-away program for mentally challenged adults; and
 - i) Programs with a combination of children/youths/vulnerable adults.
- 5(2) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall each incorporate mandatory periodic review in the risk assessment of each program.
- 5(3) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall each establish job descriptions for each Leader and Volunteer in a program or ministry, using the [Forms for Ministry Position Descriptions](#) (Appendix 2, Schedule A).

Two-Adult Standard

- 6(1) There shall be a minimum of two adults present during all programs and activities, including transportation.
- 6(2) There shall be two unrelated adults, if practical, including at least one Leader, for each church program involving a child, youth, or vulnerable adult.
- 6(3) There shall be a minimum of a Leader and one adult of the opposite gender for each over-night and off-site activity.
- 6(4) The counseling of a child shall be done in a room with an open door, or in an open room, with a minimum of two adults present, including the Leader and if possible, the parent or guardian.

Adult / Participant Ratio Standard

- 7(1) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall at least adhere to the minimum requirement for [Adult-to-Participant Minimum Ratio Standard](#) (Schedule B).
- 7(2) The Leader may be one of the adults required to satisfy the minimum ratio requirements given in s. 7(1).
- 7(3) The supervising leaders in a Church program should be unrelated, if practicable.

Access to Classroom Standard

- 8 Except in the case of an emergency, no-one shall enter the classroom or other activity location without the permission of the Leader.

Off-site and/or Over-Night Activities Standard

- 9(1) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall comply with the requirements for off-site and over-night activities.
- 9(2) Each participant in an off-site and/or over-night event shall complete the [Program Waiver and Medical Release Form](#) (Schedule C).
- 9(3) The Leader of the event, and the Cleric or a Parish Warden, shall each retain a copy of:
 - a) the Program itinerary;
 - b) all [Program Waiver and Medical Release Forms](#) (Schedule C) signed by the participants, which will include complete billeting information, if applicable.

- 9(4) If an off-site or over-night event includes the use of a pool, hot tub or natural body of water, a qualified Life Guard (i.e. certified by the Canadian Red Cross or YM/YWCA) shall be in attendance throughout the event.
- 9(5) Each leader and responsible adult shall have an assigned group of children/ youth/ vulnerable adults for whom s/he shall be responsible during the off-site or overnight event.
- 9(6) No adult shall be alone with a single child/ youth/ vulnerable adult.
- 9(7) Each facility shall adhere to the Facility Standards and be equipped with all safety features and functions required by the [NB Fire Protection Regulation](#) of the [NB Fire Prevention Act](#) including smoke detectors, as well as inside release doors for all new or renovated facilities.
- 9(8) Each participant shall be made aware of fire exits and fire evacuation procedures of the facility.

Contact and Identification Standard

- 10(1) At least one adult involved with the Church program / event shall have access to an operative communication device.
- 10(2) Each leader and volunteer shall be clearly and appropriately identified whenever working with children/ youth/ vulnerable adults.
- 10(3) The Leader of the program shall maintain the contact information for parent, guardian and caregiver in a secured place.

First Aid Standard

- 11(1) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall ensure that their leaders are provided with Standard First Aid and CPR training through the St. John Ambulance, or equivalent organization.
- 11(2) At least one person amongst the Leader(s) and participants on each church/camp program and/or activity shall have current qualifications to perform Standard First Aid and CPR.
- 11(3) The Diocesan Synod, Corporation of the Cathedral of Christ Church, each Parish Corporation and each Diocesan Camp shall ensure that well-stocked first aid kits are available and accessible during all activities and/or programs.

Minimum Insurance Standard

- 12(1) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall ensure that adequate property and liability insurance coverage exists for each of their church buildings and facilities.
- 12(2) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall ensure their insurance coverage policy complies with the [Diocesan Minimum Insurance Standard](#).

Health and Wellness Standard

General

- 13 The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall promote good health and wellness, including measures that would reduce infection, for all participants in Church programs/activities or events.

Medical and Accident Incident Reporting Standard

- 14(1) The Program Leader shall report the accident / medical incident to the parent/ guardian/ care giver within two (2) hours, if practicable.
- 14(2) The Program Leader shall verbally report the accident/ medical incident to the Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporation or Diocesan Camp, as appropriate, within twelve (12) hours.
- 14(3) The Program Leader shall submit a completed [Accident/Medical Incident Report Form](#) (Schedule D) to the Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporation or Diocesan Camp within twenty-four (24) hours.
- 14(4) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall ensure that all completed [Accident/Medical Incident Report Forms](#) (Schedule D) are properly secured in accordance with the [Diocesan Privacy Policy and the Diocesan Misconduct Policy](#), s. 25 (Part 2).
- 14(5) In the event of an incident involving bodily injury, the Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporation or Diocesan Camp shall ensure that corrective measures are implemented to minimize further similar incidents.

Allergies

- 15(1) In accordance with the [Program Waiver and Medical Release Form](#), (Schedule C), each participant shall disclose whether she/he has any allergy and/or medical intolerance, dietary restriction, and/or other medical condition.

- 15(2) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall ensure that menu content is clearly communicated to a child, youth or vulnerable adult and to their parent/guardian or caregiver when necessary.

Reportable Diseases

- 16(1) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall report immediately to the provincial health authority any person who has, or is reasonably suspected to have, a notifiable disease or who is or is reasonably suspected to be infected by an agent of a communicable disease or who has suffered a reportable event, in accordance with the [New Brunswick Reporting and Diseases Regulation](#) under the [New Brunswick Public Health Act](#).
- 16(2) No person who is or is reasonably suspected to be suffering from any one of the conditions stated in 16(1) shall be permitted to participate in a Church program or activity.

c) Human Resource Standards

General

- 17 The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall comply with:
- a) [Staffing Standard](#) for employment and volunteer positions;
 - b) [Training Standard](#) for initial training and refresher training on this Regulation; and
 - c) [Performance Review Standard](#) and assessments for employees and lay-leaders.

Staffing Standard:

General

- 18(1) The purpose of the staffing process is to guide and further an individual's call to Christian service by the screening of each candidate for Employment, Lay Leader, Volunteer, or Cleric in the Diocese.
- 18(2) The management of information and communications shall be in accordance with the [Diocesan Privacy Policy](#) (Part 2).

Ministry Position Descriptions

- 19(1) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall each prepare a list of all generic Ministry Position descriptions for all applicable positions, including but not limited to:
- a) Pre-school program teacher/leader;
 - b) Sunday school teacher/leader for ages 6-12;
 - c) Youth program leader for ages 12-18;

- d) Program leader for adults with developmental or physical challenges;
- e) Program leader for frail seniors;
- f) Counselor/tutor for children/youth/vulnerable adults;
- g) Parish Administrator/Secretary;
- h) Sexton;
- i) Parish Nurse Ministry.

as set out in the [Forms for Ministry Position Descriptions](#) (Appendix 2, Schedule A)

- 19(2) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall ensure that each position description adheres to the [Forms for Ministry Position Descriptions](#) (Appendix 2, Schedule A).

Staffing Process for Employees, Lay Leaders and Volunteers

- 20(1) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall each establish a staffing team of at least two persons (2) to support the staffing of Employees, Lay Leaders and Volunteers within its jurisdiction.
- 20 (2) The Bishop, Dean, Incumbent, or Clerical designate, and Camp Director shall be an ex-officio member of the staffing team, as applicable.
- 20(3) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall complete the following steps in the staffing of an Employee, Lay Leader or Volunteer position.

Advertisement

- 21 In placing an advertisement, the Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations or Diocesan Camps shall be guided by the relevant Diocesan, Cathedral, Parish or Camp Profile document, respectively.

Receipt and Review of Applications

- 22(1) Each Applicant shall:
- a) Complete an [Application Form](#) (Schedule E); and
 - b) Provide the names of at least three references.
- 22(2) The selection criteria for the position of Employee, Lay Leader and Volunteer in a Church program or ministry shall be in accordance with the [Forms for Ministry Position Descriptions](#) (Appendix 2, Schedule A).
- 22(3) The staffing team shall review each application received and establish a list of candidates to interview based on their ability to fulfil the requirements of the position.

Interview and Assessment

- 23(1) The staffing team shall interview each potential candidate for Employment, Lay Leader, or Volunteer for a Church program or ministry position;
- 23(2) The staffing team shall choose by consensus the most suitable candidate for the available position.

Reference and Police Record Checks

- 24(1) A member of the staffing team shall complete a [Personal Reference Check Form](#) (Schedule F) for the candidate considered for the position.
- 24(2) Upon completion of a satisfactory reference check, the candidate will be contacted by a member of the selection committee to advise of the need for a Police Record Check (PRC) in accordance with the [Diocesan Police Records Check \(PRC\) Policy](#) (Part 2).

Recommendation and Notification

- 25 The staffing team shall recommend to the Bishop and/or Diocesan Council (as applicable), Bishop and Chapter, Parish Corporation, or Camp Director, the most suitable candidate to fill each Employment, Lay Leader or Volunteer position, pending receipt of an approved Police Records Check.
- 26 The staffing team shall forthwith notify each candidate interviewed of the disposition of her/his application after the successful candidate has accepted the position.

Retention and Storage of Documents

- 27 All Application Forms, Police Records Checks and Personal Reference Check Forms shall be retained in accordance with the [Diocesan Privacy Policy](#) (Part 2).

Screening of a Cleric Transferring into the Diocese

- 28 The Bishop shall ensure that a Cleric from another diocese provides the following:
 - a) a satisfactory Letter of Good Standing (Bene Decessit) from the Bishop of the originating Diocesan Synod;
 - b) a Police Records Check, in accordance with [Diocesan Police Records Check \(PRC\) Policy](#) (Part 2); and
 - c) at least two (2) personal references.
- 29 The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporation or Diocesan Camp shall retain all documents in accordance with the [Diocesan Privacy Policy](#) (Part 2).

Training Standard:

- 30(1) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish

Corporations and Diocesan Camps shall provide each Cleric, Lay Leader, Employee and Volunteer with a copy of this Regulation.

- 30(2) The Diocese shall ensure the development and delivery of training on the Safe Church Regulation and its various components to each Cleric, Lay Leader, Employee and Volunteer of the Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps within twelve (12) months of approval of the Regulation by the Diocesan Council.
- 30(3) The Diocese shall ensure the availability of annual training on this Regulation to each new Cleric, Lay Leader, Employee and Volunteer.
- 30(4) At the conclusion of a training session, each participating Cleric, Lay Leader, Employee or Volunteer shall complete, sign and date a [Diocesan Covenant Care Form](#) (Schedule G).
- 30(5) Upon the successful completion of the training referred to in s. 30(2) and 30(3), the Diocese shall issue to the participant a signed copy of the [Diocesan Safe Church Regulation Training Certificate](#) (Schedule H), which shall remain in effect for a period of three (3) years.
- 31(1) The Diocese shall ensure the availability of refresher training on this Regulation to each Cleric, Lay Leader, Employee and Volunteer of the Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps at least once every three (3) years.
- 31(2) Upon the successful completion of the refresher training referred to in s. 31(1), the Diocese shall issue to the participant a signed copy of the [Diocesan Safe Church Regulation Refresher Training Certificate](#) (Schedule I), which shall remain in effect for a period of three (3) years.

Performance Review Standard:

- 32(1) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall each annually conduct a performance review using an approved and standardized format similar to that contained in the [Diocesan Staff Performance Review](#) (Schedule J) for each Employee, Lay Leader, and Volunteer.
- 32(2) Each performance review shall address the following:
 - a) The recognition and affirmation of the accomplishments of the individual and his/her impact on the church program or ministry;
 - b) The provision of a structured environment for the individual and their supervisor to communicate openly about job performance, present job description, expectations and compensation issues, and;
 - c) The joint development of a plan to improve the individual's performance, for training or education, and for identifying objectives and goals for the future.

- 33(3) All performance reviews shall be retained in accordance with the [Diocesan Privacy Policy](#) (Part 2).

d) Facilities Standards

General

- 34 The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall ensure that safe church facilities are available for all users and, without limiting the generality of the foregoing, shall ensure adherence to all applicable standards.

Facilities Examination and Audit

- 35 The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall complete an initial examination, and periodic audit thereafter, of those facilities used for Church programs within the Diocese, to ensure compliance with both Part 1 of [Regulation 7-3 \(Rectory Standards\) if applicable](#), and Part 3: Risk Management of the Safe Church Regulation.

Facilities Checklist

- 36 The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall complete the [Diocesan Facilities Checklist](#) (Schedule K) for each Church facility in the Diocese.

Facilities Safety Standards

- 37(1) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall ensure that each facility is equipped with all safety features and functions required by the [NB Fire Protection Regulation](#) of the [NB Fire Prevention Act](#), including smoke detectors, as well as inside release doors for all new and renovated facilities.
- 37(2) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall ensure that each facility is equipped with all safety features and functions required by the [National Fire Code](#).
- 37 (3) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall adopt [Minimum Safety Standards and Practices](#) (Schedule L).
- 37 (4) If there is a conflict between a standard specified in s. 37(1), s. 37(2), and/or s. 37(3) above, then the higher safety standard shall apply.
- 37(5) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall ensure that each employee, Leader, Volunteer and participant

of a church program is made aware of the fire exits and fire evacuation procedures of the facility.

Washroom Standards

- 38(1) Each Church building shall have a functioning washroom unless prohibited by age or size of the building and access to services.
- 38(2) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall ensure that each facility complies with the [Diocesan Washroom Standard](#) (Schedule M).
- 38(3) The Leader shall confirm, in advance of a Church activity, event or program that the washroom in the facility complies with the [Diocesan Washroom Standard](#) (Schedule M).
- 38(4) If the available washroom facility does not meet a standard under s. 38(3) during a Church activity or event, the Leader shall take immediate corrective action, which may include the termination of the event or activity.

Openness and Visibility of Program Facilities

- 39(1) A Church program or activity shall be delivered by means of either an open door or an unobstructed interior window.
- 39(2) The delivery of a Church program shall be accessible and visible to any person including, but not limited to, another Leader or volunteer, a parent, guardian and/or care-giver.

Use of Church Facilities by Other Community Groups

- 40(1) Each community group that uses a Church facility shall comply with this Regulation.
- 40(2) The community group that uses a Church facility shall complete an [Agreement to Use a Diocesan Facility](#) (Schedule N) and provide written confirmation by the community group's insurance provider that satisfies the [Diocesan Minimum Insurance Standards](#).

Use of Church Facilities by Other Church Groups

- 41 A group from either the Diocesan Synod, Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp shall comply with the minimum standards set out in this regulation when using another Church facility.

Building and Structure Standards

- 42 The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall ensure that each Church facility is in compliance with the

[National Building Code](#), the [Canadian Electrical Code](#), and all other provincial and municipal legislation that establish building and structure standards.

- 43 A non-Church facility shall not be used for a Church event or activity if there is any serious, visible defect to the building or structure including to the electrical wiring that the Leader believes, or may reasonably believe, violates s. 42 above.

e) Transportation Standards

Driver Qualifications

- 44(1) Each driver shall have a valid driver's license and automobile insurance coverage and be screened in accordance with Part 3 of this Regulation.
- 44(2) Each driver will provide evidence of a clean driving record before being permitted to drive participants in a Church program or activity.
- 44(2) Either the driver or the accompanying Leader will have current qualifications in Standard First Aid training.

Vehicle Requirements

- 45 The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall ensure that:
- a) the number of persons per vehicle shall not exceed the number of seat belts;
 - b) qualified infant-, toddler- and/or child-seats are used in accordance with governmental requirements; and
 - c) all car-seats for children shall be fastened with a seat belt, in accordance with the requirement(s) specified by the car seat manufacturer.
- 46 The vehicle must meet vehicular safety standards and be considered road-worthy, as well as be equipped with standard weather related safety features (such as snow tires).
- 47 The vehicle must be equipped with a fully stocked First Aid Kit as well as a Vehicle Emergency Kit.

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**Anglican Church of Canada
Diocese of Fredericton**

Regulation 4-4: Diocesan Safe Church

Schedule A - Risk Management Guide

Brief Discussion on Risk and a Risk Event

In the context of the Safe Church Regulation, risk is an uncertain event or condition that, if it occurs, would have a positive or negative impact on either the participants and/or the ministry (i.e. Church activity or program). Risk includes the likelihood (i.e. probability) that a specific risk event actually occurs. There are two types of risks events: a good or positive event, and a bad or negative event. Therefore, the concept of risk includes both the likelihood that a specific event occurs and the consequence(s) when that event occurs.

The type of risk event (good/positive versus bad/negative) is dependent upon the consequence of the event. If the consequence of a risk event is expected by the Leader to be beneficial, then that risk event should be promoted and encouraged to occur. This is consistent with the purpose of the Safe Church Regulation 4-4 as specified in Part 1, s. 1: “... *to promote the mission of the church by providing a safe and effective working, learning and spiritual environment.*”

Examples of beneficial outcomes (positive risk events) include:

1. Reduced cost for the activity / program;
2. Happy or very satisfied participants during and/or at the conclusion of the activity / program;
3. A deeper spirituality developed or a stronger relationship with God by one or more participants;
4. The development of bonding or long-lasting friendships between participants;
5. The development of new disciple(s) of Jesus, our Lord, in one or more participants.

If, on the contrary, the consequence of a risk event can lead to a real or perceived unsafe practice or unsafe outcome for anybody, including the participants of the Church activity or program, then the Leader shall, with help from his/her volunteers, take decisive and planned steps to avoid that risk event from occurring through appropriate corrective action(s). The Leader shall review with the Bishop, Dean, Incumbent, Parish Warden or Camp Director the real or perceived risk events, their associated risk assessments, and the action plan to avoid/mitigate negative risk event(s) and to promote positive risk events prior to delivery of the church activity / program, in accordance with s. 2(3), Part 3: Risk Management.

Sufficiency for the Avoidance of Negative Risk Event(s)

The objective of the Risk Management Guide is to minimize all negative risk event(s) when the Leader and the Volunteers of a Church activity / program comply with all standards and procedures set out in the Safe Church Regulation, including all policies and schedules, in accordance with s. 2(5), Part 3: Risk Management.

Multiple Risk Events

Two or more risk events are not necessarily independent of each other. Consequently, if one risk event does occur, this may cause the likelihood of occurrence to increase (or decrease) for one or more other risk events. Therefore, a periodic assessment of risks may be required by the Leader and Volunteers when multiple risk events are identified, even when one or more may be beneficial outcomes (positive risk events). The Leader and Volunteers shall take decisive steps to avoid all negative risks events and to promote all beneficial outcomes.

Categorizing Ministries According to Risk

In the particular context of the protection of children, youth and vulnerable adults, ministries shall be categorized as being either inherently 'Low Risk' or 'High Risk'. In the context of the protection of non-vulnerable adults, or the protection of Church facilities, contents and other assets, ministries not involving children, youth or vulnerable adults shall also be categorized as being either inherently 'Low Risk' or 'High Risk'.

Low Risk Ministries

Low Risk Ministries are those events/activities that would normally not permit a person to be alone with a child, youth or vulnerable person. Such ministries do not require a significant level of authority or trust. Examples include arranger of coffee fellowship, audio-visual controller, bulletin folder, flower arranger, greeter, reader, some committee and group members.

High Risk Ministries

High Risk Ministries are those events/activities that might have a reasonable expectation of permitting opportunities for a person to be alone with a child, youth or vulnerable person. People in these ministries are in a position of authority or trust. These ministries allow a person to establish long-term relationships of trust. All residential or off-site ministries with children or vulnerable persons are always ranked high risk. By definition, stipendiary clergy, non-stipendiary clergy, camp leader, counselor, Sunday school teacher, youth leader, home visitor and Vacation Bible School Coordinator are defined as high risk. Other examples that may be classified as high risk ministries include Christian education coordinator, church musician, Parish Warden, parish employees, parish nurse, server instructor, Bible Study leader, Vestry Member, Lay Eucharistic Leader, collection counter, and nursing home visitor.

High Risk Ministries also include those ministries where an individual is in a position of trust or authority with regard to the physical or financial assets, or confidential information, under the custody of the Diocesan Synod, Corporation

of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp. Examples of these ministries include, but are not limited to, Church Warden, Treasurer, Payroll Administrator, Office Administrator, and Sexton.

Sample List of Ministry Positions

A list of ministry positions is shown in Appendix 1 of this Schedule. A risk rating is identified for each position.

**Anglican Church of Canada
Diocese of Fredericton**

Regulation 4-4: Diocesan Safe Church

Schedule A - Risk Management Guide

Appendix 1: A List of Ministry Positions

Purpose and Intent:

It is essential that the risk rating be established for all positions of all ministries associated with the Church, including all events, activities and programs, and in particular, those that involve children, youth or vulnerable adults, including but not limited to the following types of ministries:

- Short-term; Intermediate-term; Long-term;
- Ad-hoc or planned;
- Single occurrence or repetitive;
- Conducted periodically (i.e. weekly, monthly, annually) or continuously (e.g. church camps lasting two or more days);
- Conducted on Church property, off-site or in a vehicle;
- During periods when transporting people between venues;
- During week-day(s), week-end(s) and/or over-night;
- Clergy, Lay-Leaders, Volunteers, Employees of the Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporation or Diocesan Camp;
- Any person involved directly with the activity, event or program and who receives a stipend or is paid a salary or receives any other form of remuneration by the Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporation or Diocesan Camp;
- Positions of authority, trust or responsibility for the safety and well-being of children, youth and vulnerable adults during the church activity, event or program.

Instructions:

The Leader shall:

Step #1: Copy this Appendix: A List of Ministry Positions.

Step #2: Check-off all positions that apply for each Church activity, event or program. If a ministry position is not listed in the table, add it to the table using an available “Other” category located throughout or at the bottom of the table; assign a risk rating that is consistent with the definitions of ‘Low-Risk’ and ‘High-Risk’, as specified in Schedule A: Risk Management Guide.

Step #3: Review with the Bishop, Dean, Incumbent, Parish Warden and/or Camp Director the real or perceived risk events, their associated risk ratings, and an action plan to avoid/mitigate negative risk events and to promote beneficial outcomes (positive risk events) prior to delivery of the Church activity / program, in accordance with s. 2(3), Risk Management Guide.

Check Applicable Ministry Position(s)	Description of the Ministry Position	Risk Rating (High, Medium, or Low)
	A.C.W. President or Member	High
	Altar Guild – Co-ordinator / Leader / Member	High
	Arranger – Church Picnics or BBQ Fellowships	High
	Arranger - Coffee Fellowship	High
	Arranger – Fundraiser Event	High
	Arranger - Shared Meals Fellowship	High
	Arranger – Sleigh Ride Fellowship	High
	Arranger - (Other event):	TBD
	Audio-visual controller	Low
	Building and/or Grounds Caretaker	High
	Building supervisor or manager	High
	Bulletin folder (Church Office Volunteer)	Low
	Camp – Director	High
	Camp – Youth Leader	High
	Camp – Maintenance or Utility Worker	High
	Camp – Paid Staff (Specify role):	High
	Camp – Volunteer Staff (Specify role):	High
	Chalice Bearer/Lay-Eucharist Leader	Low
	Christian Education Coordinator/Superintendent	High
	Cleaner or Sexton	High
	Clergy – Bishop	High
	Clergy – Dean	High
	Clergy - Curate	High
	Clergy –Deacon (Transitional or Vocational)	High
	Clergy - Deacon-in-Training	High
	Clergy – Priest, Rector and/or Incumbent	High
	Clergy – Visiting Cleric	High
	Consultant – Specify Role:	TBD
	Diocese – Christian Education Director	High

Check Applicable Ministry Position(s)	Description of the Ministry Position	Risk Rating (High, Medium, or Low)
	Diocese – Council, Committee or Team Chair or Member	Low
	Diocese – Diocesan Misconduct Officer	High
	Diocese – Diocesan Assistant Misconduct Officer	High
	Diocese – PRISM or Safe Church Instructor/Trainer	Low
	Diocese – Safe Church Committee Chair or Member	High
	Diocese – Synod Office Support Staff	Medium
	Diocese – Diocesan Synod Delegate or Alternate	Low
	Diocese – General Synod Delegate or Alternate	Low
	Diocese – Provincial Synod Delegate or Alternate	Low
	Diocese – Treasurer	High
	Diocese – Communications Officer	High
	Diocese – Youth Director	High
	Diocese – Other (Specify Role):	TBD
	Driver – Children/ Youth/Vulnerable Adults	High
	Driver – Adults	Low
	Driver –Multi-passenger Vehicle / Van / Mini-Bus	High
	Education/ Conference/Bible Study - Adult Study Group Leader or Member	Low
	Education/Conference /Bible Study - Mixed Study Group Leader or Member	High
	Education/Conference/Bible Study - Seniors’ Adult Study Group Leader or Member	High
	Education/Conference/ Bible Study - Youth Study Group Leader or Member	High
	Greeter Co-ordinator	Low
	Greeter, support of general congregant	Low
	Greeter, support of people with disability or infirmity	High
	Intercessor (Public Worship)	Low
	Lay Reader	High
	Librarian	High
	Mission & Outreach Team – Coordinator or Member: Boys and Girls Club	High
	Mission & Outreach Team – Coordinator or Member: Meals to Wheels Club	High

Check Applicable Ministry Position(s)	Description of the Ministry Position	Risk Rating (High, Medium, or Low)
	Mission & Outreach Team – Coordinator or Member: Community Garden	High
	Mission & Outreach Team – Coordinator or Member: Community Kitchen	High
	Mission & Outreach Team – Coordinator or Member: Emergency Shelter	High
	Mission & Outreach Team – Coordinator or Member: Food Bank	High
	Mission & Outreach Team – Coordinator or Member: Home Visitation	High
	Mission & Outreach Team – Coordinator or Member: Messy Church	High
	Mission & Outreach Team – Coordinator: PWRDF	Low
	Mission & Outreach Team – Coordinator: Special Diocesan	TBD
	Mission & Outreach Team – Coordinator: Other	TBD
	Mission & Outreach Team– Member: Other	TBD
	Mother’s Union – President or Member	High
	Music Ministry - Adult Choir Director or Member	Low
	Music Ministry – Cantor	High
	Music Ministry - Band Leader or Band Member	High
	Music Ministry - Hand-bell Choir Leader or Member	High
	Music Ministry – Church Musician	High
	Music Ministry – Organist or Pianist	High
	Music Ministry - Sunday School Musician	High
	Music Ministry - Youth / Junior Choir Director or Member	High
	Music Ministry - Worship Team	High
	Music Ministry - Other (Specify):	TBD
	Office Supervisor / Administrator	High
	Parish Admin. – Administrative Assistant	High
	Parish Admin.– Care-worker	High
	Parish Admin.– Envelope Secretary	Low
	Parish Admin. – Flower Convener	High
	Parish Admin. – Janitor / Cleaner / Sexton	High
	Parish Admin. – Newsletter Editor	Low

Check Applicable Ministry Position(s)	Description of the Ministry Position	Risk Rating (High, Medium, or Low)
	Parish Admin. – Nurse	High
	Parish Admin. – Nursery/ Crèche Coordinator	High
	Parish Admin. – Nursery Attendant	High
	Parish Admin. – Parish Advisory Committee Leader or Member	Low
	Parish Admin. – Secretary	High
	Parish Admin. – Sunday School Coordinator or Superintendent	High
	Parish Admin. – Sunday School Teacher	High
	Parish Admin. – Treasurer	High
	Parish Admin. – Usher	High
	Parish Admin. – Vestry Clerk or Member	High
	Parish Admin. – Visitation Program Coordinator	High
	Parish Admin. - Visitor	High
	Parish Admin. – Volunteer Program Coordinator	High
	Parish Admin. – Warden	High
	Reader / Scripture Reader	Low
	Server Instructor	High
	Servers	High
	Servers' Lay-Director/ Lay-Supervisor	High
	Sidesperson/Usher/Greeter Co-ordinator	High
	Sidesperson/Usher/Greeter, support of general congregant	Low
	Sidesperson/Usher/Greeter, support of people with disability or infirmity	High
	Sound Technician	Low
	Sunday/Church/Vacation Bible School Coordinator or Teacher	High
	Theological Student	High
	Wedding Coordinator	High
	Youth Leader	High
	Other:	
	Other:	

**Anglican Church of Canada
Diocese of Fredericton**

Regulation 4-4: Diocesan Safe Church

Schedule A – Risk Management Guide

Appendix 2 – Forms for Ministry Position Descriptions: (Blank) Form

(Insert your organization name here and adapt as needed)

POSITION REQUIREMENTS

Title of the Ministry Position: _____

Location of the Ministry: _____

Risk-Rating (Appendix 1, Schedule A: Risk Management Guide): _____

Responsible to: (Name and Title of the Supervisor) _____

Responsible for: (Specify Children, Youth, Vulnerable Adults, Non-Vulnerable Adults and the Typical Number of Each Group): _____

Goals of the Ministry: (Insert mission statement of the ministry program here)

General Description of the Ministry Position:

Roles, Responsibilities and Tasks: (Specify the expectations of each for this position)

Primary Roles:

- 1)
- 2)
- 3)

Primary Responsibilities:

- 1)
- 2)
- 3)

Primary Tasks:

- 1)
- 2)
- 3)
- 4)
- 5)

Type of Remuneration (Circle one: Paid-Stipend; Paid-Salary, Paid -Hourly Rate; Unpaid);

Duration of the Appointment: (Specify Start Date and Expected end Date of the Appointment)

Start Date: _____
(yyyy/mm/dd)

Duration of Appointment: (Specify the Number of Months / Years after the Start Date, or 'No Limit')

Schedule and Commitment Requirements (Specify):

PASTORAL AND MINISTERIAL GIFTS

Ordained Ministry: (In consultation with an Episcopal Directive, if available, select those that apply for this position; more than one may be selected if appropriate)

Priest; Deacon

Lay-Ministry: (Select those that apply for this position; more than one may be selected if appropriate)

Lay-Reader; Parish Nurse, Health Ministry, Lay-Eucharist Minister, Christian Education Ministry, Youth Ministry, Home and Hospital Visitation Program Ministry, Other:
_____ (specify)

SKILLS, QUALIFICATIONS AND TRAINING REQUIREMENTS

Knowledge (Specify minimum requirements):

Trades Skills (Specify minimum requirements):

Minimum Trades or Professional Qualifications (Specify required Degrees, Diplomas, Certifications and/or Licenses): _____

Minimum Language and Numerical Skills:

Language -Written Communication (Specify) _____
Language - Verbal Communication (Specify) _____
Language – Reading (Specify) _____

Numerical Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable): _____

Computer and Cell Phone Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable):

Computer Skills: _____
Cell Phone Skills: _____

Leadership Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable): _____

Time Management and Organizational Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable):

Time Management Skills: _____
Organizational Skills: _____

Project Management Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable): _____

Interpersonal Relationship Skills (Specify Level of Ability for each category: None or Limited; Basic; Advanced; Not Applicable):

Children _____
Youth _____
Adults _____
Vulnerable Adults _____
Disabled Persons _____

Training Requirements

Description of Training: _____

Date(s) of Training Offered (if known): _____
(yyyy/mm/dd)

Name of Trainer or Primary Contact: _____

Limits on Pre-Training Duties (If Any): _____

MINIMUM EXPERIENCE REQUIREMENTS

Direct Experience: (Specify and Give Dates)

Indirect, Church-Related Experience (Specify and Give Dates);

Indirect Non-Church Related Experience (Specify and Give Dates):

Other Expectations for this Ministry Position:

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Regulation 4-4: Diocesan Safe Church

Schedule A– Risk Management Guide

Appendix 3: Forms for Ministry Position Descriptions: *Primary School Church Teacher or Leader*

(Insert your organization name here and adapt as needed)

POSITION REQUIREMENTS

Title of the Ministry Position: Primary School (Ages 6-13) Church Teacher or Leader

Location of the Ministry: Church Hall
(Name or Basic Description of the Building or Facility)

Risk-Rating (Appendix 1, Schedule A: Risk Management Guide): High

Responsible to: Name: Church School Director / Superintendent

Responsible for: (Specify Children, Youth, Vulnerable Adults, Non-Vulnerable Adults and the Typical Number of Each Group): Children, ages 6-13, up to 10 (typical)

Goals of the Ministry: (Insert mission statement of the ministry program here): The mission of the church school is to provide children, youth and adults with a meaningful Christian education, within a safe and spiritual learning environment, in order to better know the stories of the Bible in general, and the life and ministry of Jesus Christ, in particular.

General Description of the Ministry Position: *The Primary School Church Teacher or Leader* will oversee and facilitate the teaching of the curriculum in such a way that lives are changed and growth is seen in the children. This will include preparations of classroom activities and ensuring all necessary supplies are available for classroom time. The teacher will be responsible for record keeping, care of the children and encouraging children in their religious education.

Roles, Responsibilities and Tasks: (Specify the expectations of each for this position)

Primary Roles:

- 1) To plan, prepare and teach the church school curriculum to children.

Primary Responsibilities:

- 1) Maintain a vital spiritual life;
- 2) Know and follow the standards set out for a safe and spiritual learning environment as given in the Safe Church Regulation;
- 3) Participate in events and training activities that support the understanding and implementation of the Safe Church Regulation;
- 4) Immediately report any violation of the Safe Church Regulation to the Church School Director / Superintendent, Rector or Warden;
- 5) Maintain confidentiality unless a child, youth and/or vulnerable adult is in danger;
- 6) Follow directions of the Church School Director / Superintendent
- 7) Follow the approved church school curriculum;
- 8) Participate in events and activities that develop leadership skills;
- 9) Attend teachers' meetings as scheduled from time to time by the Church School Director / Superintendent;
- 10) Maintain a strong commitment to this ministry; Advise the Church School Director / Superintendent of any required absence from the classroom (planned or unplanned) and find a suitable replacement;
- 11) Obtain prior permission for any extra-curricular and/or off-site event or activity with the Church School Director / Superintendent.

Primary Tasks:

- 1) Plan and teach a weekly lesson from the approved church school curriculum;
- 2) Maintain accurate records of attendance;
- 3) Demonstrate a love for both God and your 'neighbour' through both your teaching and daily activities.

Type of Remuneration (Select one: Paid-Stipend; Paid-Salary, Paid -Hourly Rate; Unpaid);

Duration of the Appointment: (Specify Start Date and Expected end Date of the Appointment)

Start Date: yyyy/September/ 07 (i.e. After Labour Day)
(yyyy/mm/dd)

Duration of Appointment: (Specify the Number of Months / Years after the Start Date, or 'No Limit') 10 months – the Church School year: September to June, inclusive; no limit otherwise.

Schedule and Commitment Requirements (Specify): Team teaching with a rotation of every fourth Sunday off from September to June, inclusive.

PASTORAL AND MINISTERIAL GIFTS

Ordained Ministry: (In consultation with an Episcopal Directive, if available, select those that apply for this position; more than one may be selected, if appropriate)

Priest; Deacon

Lay-Ministry: (Select those that apply for this position; more than one may be selected if appropriate)

Lay-Reader, Parish Nurse, Health Ministry, Lay-Eucharist Minister, Christian Education Ministry, Youth Ministry, Home and Hospital Visitation Program Ministry, Other: _____(specify)

SKILLS, QUALIFICATIONS AND TRAINING REQUIREMENTS

Knowledge (Specify minimum requirements): A Basic knowledge of the life and ministry of Jesus Christ; A Basic knowledge of the stories in the Old Testament; A good knowledge of the standards and requirements set out in the Safe Church Regulation.

Trades Skills (Specify minimum requirements): _____None required_____

Minimum Trades or Professional Qualifications (Specify required Degrees, Diplomas, Certifications and/or Licenses): A Baptized Christian.

Minimum Language and Numerical Skills:

Language -Written Communication (Specify)	_____Basic_____
Language - Verbal Communication (Specify)	_____Advanced_____
Language – Reading (Specify)	_____Advanced_____

Numerical Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable): _____None required_____

Computer and Cell Phone Usage Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable):

Computer Skills:	_____Basic_____
Cell Phone Skills:	_____Basic_____

Leadership Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable): _____Basic_____

Time Management and Organizational Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable):

Time Management Skills:	_____Basic_____
Organizational Skills:	_____Basic_____

Project Management Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable): None required

Interpersonal Relationship Skills (Specify Level of Ability for each category: None or Limited; Basic; Advanced; Not Applicable):

Children	<u>Advanced</u>
Youth	<u>Basic</u>
Adults	<u>Basic</u>
Vulnerable Adults	<u>Basic</u>
Disabled Persons	<u>Basic</u>

Training Requirements

Description of Training:

- 1a) Initial Training on the Safe Church Regulation, as required by s.30 of Part 3: Risk Management;
- 1b) Refresher Training on the Safe Church Regulation, as required by s.31 of Part 3: Risk Management;
- 2) Orientation Training on the Church School curriculum for the intended age group with the Church School Director / Superintendent.

Date(s) of Training Offered (if known): _____
(yyyy/mm/dd)

Name of Trainer or Primary Contact: _____

Limits on Pre-Training Duties (If Any):

- 1) A Primary School Church Teacher or Leader shall neither teach nor be involved directly with any children, youth or vulnerable adults until he/she has completed the Initial Training Course on the Safe Church Regulation by a person authorized by the Diocese of Fredericton;
- 2) A Primary School Church Teacher or Leader shall neither teach nor provide any instruction to children, youth or vulnerable adults on the Church School Curriculum until he/she completes the Orientation Training on the curriculum appropriate for the intended age group with the Church School Director / Superintendent, or her/his designate.

MINIMUM EXPERIENCE REQUIREMENTS

Direct Experience: (Specify and Give Dates): No direct, previous experience required as a teacher or leader of the Church School.

Indirect, Church-Related Experience (Specify and Give Dates); At least one church-year of experience (i.e. 9+ months) as a Helper-Volunteer to a Church School Teacher or Leader for children or youth at any Christian church;

Indirect, Non-Church Related Experience (Specify and Give Dates): None required.

Other Expectations for this Ministry Position:

To enjoy the teaching and learning experience with the children, and to grow spiritually with them!

**Anglican Church of Canada
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Regulation 4-4: Diocesan Safe Church

Schedule A – Risk Management Guide

**Appendix 4: Forms for Ministry Position Descriptions: *Parish Sidesperson/
Usher/Greeter (for Vulnerable and/or Disabled Persons)***

(Insert your organization name here and adapt as needed)

POSITION REQUIREMENTS

Title of the Ministry Position: Sidesperson/Usher/Greeter

Location of the Ministry: Church Building or Church Hall, depending on location of worship
and other church services

(Name or Basic Description of the Building or Facility)

Risk-Rating (Appendix 1, Schedule A: Risk Management Guide): High

Responsible to: Name: Parish Wardens

Responsible for: (Specify Children, Youth, Vulnerable Adults, Non-Vulnerable Adults and the Typical Number of Each Group): Vulnerable and/or Disabled Persons (typically elderly, but not necessarily)

Goals of the Ministry: (Insert mission statement of the ministry program here): The mission of the Sidesperson/Usher/Greeter ministry is to provide the worshipping community with a welcoming and supportive experience prior to, during or following the worship service in a safe and spiritual environment.

General Description of the Ministry Position: *The Sidesperson/Usher/Greeter* will oversee and facilitate the distribution of church bulletins and other relevant materials to the worshipping community upon arrival for worship and other church services. In the case of vulnerable and/or disabled persons, it may be necessary to accompany the person to their seat in case physical assistance is needed, such as carrying service material, providing a steadying hand, etc.

Roles, Responsibilities and Tasks: (Specify the expectations of each for this position)

Primary Role: To distribute church bulletins and materials to all persons including vulnerable and/or disabled persons upon their arrival for worship and other church services

Primary Responsibilities:

- 1) Provide a welcoming experience to all regular and occasional attendees;
- 2) Know and follow the standards set out for a safe and spiritual environment as given in the Safe Church Regulation;
- 3) Participate in events and training activities that support the understanding and implementation of the Safe Church Regulation;
- 4) Immediately report any violation of the Safe Church Regulation to the Sidesperson/Usher/Greeter Coordinator, Incumbent or Warden;
- 5) Maintain confidentiality unless a child, youth and/or vulnerable person is in danger;
- 6) Follow directions of the Sidesperson/Usher/Greeter Coordinator
- 7) Attend Sidesperson/Usher/Greeter meetings as scheduled from time to time by the Sidesperson/Usher/Greeter Coordinator;
- 8) Maintain a strong commitment to this ministry;
- 9) Advise the Sidesperson/Usher/Greeter Coordinator of any required absence from the schedule and find a suitable replacement.

Primary Tasks:

- 1) Welcome regular and occasional visitors to the worship or other church service;
- 2) Ensure that hymnals, prayer books and any other materials to be distributed are available to be done so in accordance with the order of service for the day;
- 3) Distribute to all attendees bulletins and any other material to be used during the service;
- 4) Provide assistance if necessary to vulnerable and/or disabled persons to be seated, which could include hanging up outdoor garments on their behalf;
- 5) Participate in the offering by receiving individual offerings and presenting them for blessing by the officiant;
- 6) Participate in the administration of the sacrament by conducting an orderly procession of communicants, as directed by the Sidesperson/Usher/Greeter Coordinator;
- 7) Assist vulnerable and/or disabled persons to participate in the sacrament as they wish, either by accompanying them to the communion rail or by directing the officiant to where they can receive the sacrament in their seat, as applicable;
- 8) Count and record in the parish register the number of attendees and the number of communicants as directed;
- 9) In the absence of the Wardens and the Sidesperson/Usher/Greeter Coordinator, in the event of an emergency, be prepared to contact the appropriate emergency services provider;
- 10) Ensure the ongoing tidiness of the worship venue by picking up leftover materials following the end of the service.

Type of Remuneration (Select one: Paid-Stipend; Paid-Salary, Paid -Hourly Rate; Unpaid);

Duration of the Appointment: (Specify Start Date and Expected end Date of the Appointment)

Start Date: 2016/01/ 01
(yyyy/mm/dd)

Duration of Appointment: (Specify the Number of Months / Years after the Start Date, or 'No Limit').

Schedule and Commitment Requirements (Specify): Team rotation of every fourth Sunday throughout the calendar year, (depending on number of teams).

PASTORAL AND MINISTERIAL GIFTS

Ordained Ministry: (Select those that apply for this position; more than one may be selected, if appropriate)

Priest; Deacon.

Lay-Ministry: (Select those that apply for this position; more than one may be selected if appropriate)

Lay-Reader, Parish Nurse, Health Ministry, Lay-Eucharist Minister, Christian Education Ministry, Youth Ministry, Home and Hospital Visitation Program Ministry, Other:
Hospitality Ministry _____ (specify)

SKILLS, QUALIFICATIONS AND TRAINING REQUIREMENTS

Knowledge (Specify minimum requirements): A basic knowledge of the life and ministry of Jesus Christ; a basic knowledge of the stories in the Old Testament; a good knowledge of the standards and requirements set out in the Safe Church Regulation.

Trades Skills (Specify minimum requirements): None required.

Minimum Trades or Professional Qualifications (Specify required Degrees, Diplomas, Certifications and/or Licenses): A baptized Christian.

Minimum Language and Numerical Skills:

Language -Written Communication (Specify) Basic

Language - Verbal Communication (Specify) Very Good

Language – Reading (Specify) Basic

Numerical Literacy (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable): Basic.

Computer and Cell Phone Usage Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable):

Computer Skills: Not Applicable

Cell Phone Skills: Basic

Leadership Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable): Basic

Time Management and Organizational Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable):

Time Management Skills: Basic

Organizational Skills: Basic

Project Management Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable): None required

Interpersonal Relationship Skills (Specify Level of Ability for each category: None or Limited; Basic; Advanced; Not Applicable):

Children Basic

Youth Basic

Adults Basic

Vulnerable Persons Advanced

Disabled Persons Advanced

Training Requirements

Description of Training:

- 1) Orientation Training on the Sidesperson/Usher/Greeter duties and responsibilities with the Sidesperson/Usher/Greeter Coordinator;
- 2a) Initial Training on the Safe Church Regulation, as required by s. 30 of Part 3: Risk Management;
- 2b) Refresher Training on the Safe Church Regulation, as required by s.31 of Part 3: Risk Management.

Date(s) of Training Offered (if known): _____
(yyyy/mm/dd)

Name of Trainer or Primary Contact: _____

Limits on Pre-Training Duties (If Any):

- 1) A Sidesperson/Usher/Greeter shall not be involved directly with any vulnerable and/or disabled persons until he/she has completed the Orientation Training with the Sidesperson/Usher/Greeter Coordinator, or her/his designate;
- 2a) A Sidesperson/Usher/Greeter shall not be involved directly with any vulnerable and/or disabled persons without supervision, until he/she has completed the Initial Training Course on the Safe Church Regulation by a person authorized by the Diocesan Synod of Fredericton.

MINIMUM EXPERIENCE REQUIREMENTS

Direct Experience: (Specify and Give Dates): No direct, previous experience required as a Sidesperson/Usher/Greeter.

Indirect, Church-Related Experience (Specify and Give Dates); Must be a member of the congregation and a Baptized Christian.

Indirect, Non-Church Related Experience (Specify and Give Dates): None required.

Other Expectations of the Diocesan Synod or Parish Corporation for this Ministry Position:

To enjoy interacting with members of the congregation and visitors to the church, and want to provide an uplifting prelude to worship and to spiritually grow together!

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Schedule B - Adult-to-Participant Minimum Ratio Standard

On-site, Day-Time Events/Activities/Programs

Age of Participants	Group Name	Minimum Ratio Requirement
0 – 18 months	Children (Infants)	2 adults to 6 children
Older than 18 months, Younger than 2 years	Children (Infants)	2 adults to 6 children
2 years and older, Younger than 5 years	Children	2 adults to 10 children
5 years and older, Younger than 14 years	Children	2 adults to 15 children
14 years and older, Younger than 19 years	Youths	2 adults to 15 children
19 years and older	Vulnerable Adults	2 adults to 10 vulnerable adults

Off-Site Day Excursions and Over-Night Events

Participants	Off-Site Day Excursions	Overnight Events
Ages 4 or under	2 adults per group of 10	Not permitted
Ages 5 - 6	2 adults per group of 12	2 adults for 10 children
Ages 7 - 8	2 adults per group of 12	2 adults for 10 children
Ages 9 –10	2 adults for every 15 children	2 adults for every 10 children
Ages 10 – 13	2 adults for every 15 children	2 adults for every 10 children
Ages 14 – 18	2 adults for every 15 youth	2 adults for every 10 youth
Vulnerable adults (Age > 18)	2 adults per 10 vulnerable adults	2 adults per 10 vulnerable adults

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Schedule C– Program Waiver and Medical Release Form

Note: Before an off-site or overnight activity, event or program, the Leader shall secure the original of this Program Waiver and Medical Release form in a safe location, provide a copy to the Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporation or Diocesan Camp, as appropriate, and keep a second copy with him/her while on the activity.

Organization Name: _____

Description and location of Activity: _____

Departure date/time: _____ Returning date/time: _____

Full Name of participant:

First

Last

Birth date (N/A for adult): _____

Full Address: _____

Parent/guardian/caregiver name(s): _____

Phone number(s) where parent/guardian may be reached when trip is taking place:

Home: _____ Cell: _____ Work: _____

Does the participant have any allergies and/or medical intolerances, dietary restrictions, and/or other medical conditions? Yes ☐ No ☐

If yes, please list and explain: _____

List all prescribed and naturopathic medications presently received:

Billet Information:

Name of Billet: _____

Civic Address: _____

_____ (include Postal Code)

Home phone: _____ Work phone: _____
(area code) xxx-yyy (area code) xxx-yyy

Cell Phone: _____ Email: _____
(area code) xxx-yyy

Emergency Contact (other than Parent/ Guardian/ Caregiver)

Name: _____

Civic Address: _____

Primary Telephone: _____ Secondary: _____
(area code) xxx-yyy (area code) xxx-yyy

Email: _____

The participant must be covered by provincial health insurance or equivalent medical coverage. If the trip is out of province, please give insurance information, and/or provincial Medicare number:

Insurance Provider: _____

Policy Number: _____

Medicare Number (Province/Territory): _____

Family Physician: _____ Phone: _____
(if available)

All reasonable precautions for the safety and health of the participant will be taken. He/she will be properly supervised in activities. In the event of accident or sickness, _____, its staff and volunteers are released from any liability.

In the event of injury requiring medical attention I, _____, authorize treatment for the participant and understand that reasonable attempts will be made to contact me, or my alternate contact, should such a situation occur.

In the event that travel or activities take place outside this province, I understand that any medical costs incurred involving the participant are my responsibility.

Signatures:

Parent/Guardian's Signature:

Parent/Guardian's Name (PRINT):

_____ Date: _____

Leader's Signature: _____

Leader's Name (PRINT):

_____ Date: _____

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Schedule D– Accident/Medical Incident Report Form

Organization Name: _____

Report date: _____ Time of report: _____

CONFIDENTIAL

Full Name: _____

Date of Birth: _____ Gender: M ☐ F ☐
(not applicable for adult)

Full Address: _____

Phone Number: _____

Name of Parent/Guardian or Caregiver: _____

Notified: Yes ☐ No ☐

If yes, date/time/nature of notification: _____

Address: _____

(If different from above)

Phone number: _____
(If different from above)

Date/time and location of incident: _____

Description of incident: _____

Names/contact information of witnesses: _____

Description of injuries sustained: _____

Description of action taken: _____

Additional information including any direct quotes form participants or witnesses:

Direct quotes from child/youth/adult: (Note: If this is an abuse allegation, do not interview the child/youth but report only the comments they share with you.)

I hereby confirm that the information provided in this report is accurate to the best of my knowledge.

Name of Person making report (please print): _____

Signature: _____

Phone/ Number: _____

Address: _____

Date: _____

**Anglican Church of Canada
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Schedule E– Application Form (Employee / Lay Leader / Volunteer)

Name of Corporation/Diocesan Camp: _____

Position Being Applied For: _____

Applicant Information:

Full name: _____
Last First Initial

Address: _____ Postal code: _____

Home Phone: _____ Cell Phone: _____

E-mail Address: _____

Personal Skills and Qualifications of Applicant:

Professional Qualifications: _____

Education: _____

Skills: _____

Certificates Awarded: _____

First Aid Qualifications: _____

Hobbies/Interests: _____

List activities or volunteer services which you are/have been involved in the last 5 years:

Police Records Check:

A Police Records Check (PLC) will be required for every Employee, Lay Leader or Volunteer accepted for a program or ministry position. If you are considered for a position, a letter requesting a Police Record Check will be provided to you to take to the local policing authority and you will be required to declare on the PLC application the following: ***I expect to work with, or come into contact with, children, youth and/or vulnerable adults in a Church program setting.***

Do you have any known barriers or conflicts of interest that may affect your ability to carry out the duties?

☐ No ☐ Yes, Please explain: _____

References:

Please provide the names of three references, excluding relatives, with one reference from your church. Please note: all references will be called if you are considered for a position.

1. Name: _____ Occupation: _____

Address: _____

Phone: _____ Relationship to Applicant: _____

2. Name: _____ Occupation: _____

Address: _____

Phone: _____ Relationship to Applicant: _____

3. Name: _____ Occupation: _____

Address: _____

Phone: _____ Relationship to Applicant: _____

Regulation 4-4: Diocesan Safe Church

State any potential concern or issue associated with the Applicant based on interviewing the three references contacted.

CANDIDATE REFERENCE CHECK

Applicant: _____

Position: _____

Interviewer: _____

Reference: _____

Address: _____

Phone: _____ Relationship to Applicant: _____

Date and Time This Reference Was Contacted: _____

Introductory Information:

- Identify yourself.
- State reason for contacting individual - applicant has used the person as a reference.
- State information obtained will not be disclosed to the applicant or any third party.
- Information will be held in confidence.
- Provide overview of position.

1. How long have you known the applicant, and what is the nature of the relationship?

2. How would you rate him/her on a scale of 1-5 (low-high) in these various areas, please provide comments if you wish:

Communication/People skills _____

Technological skills _____

Interpersonal skills _____

Initiative/Motivation _____

Work habits/Ability to handle stress _____

Leadership skills _____

Personal integrity _____

3. Can you think of a specific occasion in which he/she has performed beyond/below your expectations?

4. If there is one skill he/she would need to develop, what would it be and what action would be necessary?

5. Have there been any absenteeism or punctuality concerns related with this individual?

6. Do you feel he/she is well suited to this type of work (position applied for)? Why?

7. Would you recommend this applicant for a position of this nature? Yes ☐ No ☐

8. General Comments:

**Anglican Church of Canada
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Regulation 4-4: Diocesan Safe Church

Schedule G – Diocesan Covenant and Care Form

Name: _____

Office / Position: _____

Part One:

I have read the Diocesan Safe Church Regulation of the Diocese of Fredericton and agree to comply with this Regulation.

Name: _____
(Please print)

Signature: _____ Date: _____
(Day/Month/Year)

Part Two:

I have completed the training for the Diocesan Safe Church Regulation of the Diocese of Fredericton and agree to comply with this Regulation.

Name: _____
(Please print)

Signature: _____ Date: _____
(Day Month/Year)

Part Three:

I confirm that _____ has completed the training for the Diocesan Safe Church Regulation of the Diocese of Fredericton.

Trainer: _____
(Please print name)

Signature: _____ Date: _____
(Month/Year)

**Anglican Church of Canada
Diocese of Fredericton**

Regulation 4-4: Diocesan Safe Church

Schedule H – Diocesan Safe Church Regulation Training Certificate



This is to certify that

has participated in training on

The Diocesan Safe Church Regulation

Of The Anglican Diocese of Fredericton

Signature: _____

Date: _____

**Anglican Church of Canada
Diocese of Fredericton**

Regulation 4-4: Diocesan Safe Church

Schedule I – Diocesan Safe Church Regulation Refresher Training Certificate



This is to certify that

has completed refresher training on

The Diocesan Safe Church Regulation

Of The Anglican Diocese of Fredericton

Signature: _____

Date: _____

**Anglican Church of Canada
Diocesan Synod of Fredericton**

Regulation 4-4: Diocesan Safe Church

Schedule J- Diocesan Staff Performance Review

Each staff member should have a review at least annually. The purpose of the review is to:

- Recognize and value what the staff member has accomplished and his/her impact on the work of the organization.
- Allow a structured environment for staff member and supervisor to communicate openly about job performance, present job description, expectations and compensation issues.
- Identify a plan that the staff member can pursue to improve performance, identify training/educational needs and/or plan objectives/goals for the future.

Recommended procedure:

1. At least one hour at a mutually agreeable time should be set aside for the review discussion as listed on the worksheets (Sections A and B).
2. Staff member completes Section A based on current job description. If none exists, this will assist in the development of one. Staff member returns Section A to supervisor.
3. Supervisor completes Section B based on current job description or expectations. Supervisor returns Sections A and B to staff member and arranges a time for the interview.
4. Supervisor conducts the review interview with each staff member. The interview should develop clear understanding, plan for growth, and plan for improvement
5. Supervisor completes formal summary statement of the review and interview and provides staff member opportunity for additional comments on final draft. Staff member keeps a copy and the original is kept in the staff member's personnel file.

PERFORMANCE REVIEW WORKSHEET
SECTION A: SELF EVALUATION

Name of staff member: _____

Review Job Description and comment on the following in light of the job description or present understanding of expectations.

1. Am I actually doing what the job description/expectations indicates? The major components of my present responsibilities are:

2. Changes I would like to see in my job description to give a more accurate description of my responsibilities are:

3. Do my gifts, training, and abilities contribute effectively to what the Bishop and Synod need? If so, how is this demonstrated?

(If not, what do I need?)

4. Do I have the ability to plan for the future, be realistic, organize and share plans and vision with others effectively? How is this demonstrated?

(If not, what would assist me?)

5. a) My major accomplishments this past year were:

b) Areas I hope to improve next year include:

6. Am I positive in my approach, treat my co-workers in an open, respectful manner? Do I work collaboratively toward the mission of the Diocese? How is this demonstrated?

Further Comments:

This self-evaluation worksheet is in preparation for the formal evaluative interview with the Supervisor. Upon completion of the interview, the Supervisor will write a summary statement including a plan for the future. Please provide your comments and signature in Section C-II.

Date: _____

PERFORMANCE REVIEW
SECTION B: SUPERVISOR EVALUATION

Name of person being evaluated: _____

Position: _____

Person Evaluating: _____

Review Job Description and comment on the following in light of the job description:

1. Is staff member actually doing what his/her job description or expectations indicates? Explain the major components of his/her responsibilities.

2. What changes are needed in the job description in order to provide a more accurate description of the staff member's responsibilities?

3. Are his/her gifts, talents, and training what the Bishop and Synod need? How is this demonstrated? (If not, what do I need to encourage?)

4. Does the staff member have the ability to plan for the future, be realistic, organize, and share plans and visions with others effectively? How is this demonstrated? (If not, what do I feel would be helpful?)

5 a. Staff member's major accomplishments this past year.

--

b. Areas that need to be improved next year.

--

6. Discuss opportunities for training, development.

--

7. Is staff member positive in his/her approach, treat their co-workers in an open, respectful manner? Does he/she work collaboratively toward the mission of the Diocese?

--

Further Comments:

--

This evaluation worksheet is in preparation for the formal evaluation interview with the staff member. After this interview, supervisor will complete Section C-I of the Summary Sheet. At this time, any changes in the job description should be made for the next year. Be sure to provide time for staff member comments and signature.

Date: _____

PERFORMANCE REVIEW
SECTION C: STAFF MEMBER SUMMARY SHEET

Name: _____

Position: _____

I. Supervisor: Complete summary statement after the formal evaluative interview. Be sure to include summary of discussion, revised job description and plans for the future.

II. Comments by staff member:

Supervisor's Signature: _____ Date: _____

Staff member's Signature* _____ Date: _____

* I understand that my signature does not necessarily indicate agreement with the evaluation. I acknowledge that my supervisor has reviewed and discussed this review with me.

**Anglican Church of Canada
Diocese of Fredericton**

Regulation 4-4: Diocesan Safe Church

Schedule K – The Diocesan Facilities Checklist

	Adequate	Plan for improvement
Are railings at the right height for children?		
Are stairs/steps safe?		
Are bathrooms easily accessible?		
Are toilets accessible for children and people with disabilities?		
Are exits clearly marked?		
Are exits doors unlocked from the inside?		
Can exits, especially basements exits, be released from inside?		
Are floors, especially around entrances, resistant to slipping?		
Is the nursery cleaned and vacuumed after each use?		
Are used diapers disposed of immediately after each nursery use?		
Are there windows in doors or split doors? If this is not feasible for a nursery, are safety gates used in open doorways?		
Are nursery toys washed regularly in a solution of one tablespoon household bleach to one gallon warm water?		
Are signs posted reminding people to wash hands?		
Is there a well-stocked first aid kit? Is it easily accessible?		
Have you consulted with an appropriate health care worker about a first aid kit?		
Are fire extinguishers in proper locations?		
Are there fire/emergency escape maps in each room?		
Is there regular practice for fire/emergency escape?		
Are there smoke detectors?		
Is there a locked metal cabinet?		

**Anglican Church of Canada
Diocese of Fredericton**

Regulation 4-4: Diocesan Safe Church

Schedule L – Minimum Safety Standards and Practices

In consultation with local or regional fire prevention agents for current, minimum safety standards and practices:

- 1) Each Church facility shall include working smoke detectors in designated locations;
- 2) Each Fire and Emergency Exit of the facility shall be equipped with a functioning inside-release “crash bar” on the doors if practical, taking into account the age and design of the building;
- 3) Prepare a *Fire and Emergency Evacuation Plan* for each Church facility in the Diocese.
- 4) Post a *Fire and Emergency Evacuation Map* in each room of each Church facility:
 - a) Indicate the locations of each emergency exit of the facility;
 - b) Establish and indicate the locations of ***Emergency Muster Area(s)***; safe places to gather in the event of an evacuation;
 - c) Indicate locations of wall-mounted fire alarms within the facility, if so equipped;
 - d) Indicate locations of a public telephone in the facility, if so equipped;
 - e) Indicate the locations of ***fire extinguishers***, and ensure each is adequately charged and inspected by a qualified technician once per year, or as often as directed by the local Fire Marshal.
- 5) Provide orientation and training for all leaders of the organization, and of all community groups who are approved to use the facility, on the *Fire and Emergency Evacuation Plan, the Fire and Emergency Evacuation Maps, and Emergency Muster Area(s)*.
- 6) Ensure orientation and training is conducted for all users of the facility on the *Fire and Emergency Evacuation Plan, the Fire and Emergency Evacuation Maps, and Emergency Muster Area(s)*.
- 7) Ensure each Church program and each community group that uses the facility practices an Emergency Evacuation Drill once per year, or as often as directed by the local Fire Marshal.

- 8) For each facility, prepare a list of those individuals who may need assistance in the event of an emergency; maintain that list current and store in a secure place on the facility.
- 9) In the event of a fire or other emergency, the program leader(s) shall:
 - a) Immediately escort all able people involved in the program on that day, including any visitors and guests, safely to the designated Emergency Muster Area(s); and
 - b) Seek assistance and call the Emergency Number, 911;
- 10) In the event of a person being unable to evacuate due to injury or incident, then:
 - a) Assign one responsible adult to remain with the injured person;
 - b) Immediately seek assistance by calling the Emergency Number, 911;
 - c) Seek assistance from a qualified First Aid Provider if one is available.
- 11) Do not leave the injured person alone until qualified assistance has arrived, unless your personal safety is seriously at risk.

**Anglican Church of Canada
Diocese of Fredericton**

Regulation 4-4: Diocesan Safe Church

Schedule M – Diocesan Washroom Standard

General

- 1(1) Each Leader shall inform parents and caregivers to take their children (instruct their youth) to visit the washroom prior to each class, service or activity.
- 1(2) The communication given in s. 1(1) shall be made at the beginning of the church program and to any new entrants to the program.
- 1(3) The communication given in s. 1(1) shall be made during the month of September for year-over-year church programs (e.g. Sunday School).

Minimum Physical Standard

- 2(1) Each church facility shall have a functioning washroom, in accordance with Part 3, s. 38(1) ([Washroom Standards](#)) of this Regulation, unless prohibited by age or size of the building and access to services.
- 2(2) Each church facility and each off-site facility used for a Church program shall include the accommodations and minimum equipment requirement for persons with physical disabilities as specified in s. 5(1) of this Schedule.

Nursery Children (Infants)

- 3(1) A Leader or Volunteer shall complete diaper changing in the nursery, or other suitable location.
- 3(2) A trained youth may assist in diaper changing.

Preschool – Grade 2 Children

- 4(1) Two adults shall escort a child or group of children to a washroom.
- 4(2) Where two adults are not available to escort a child to a washroom, either a trained youth or the child's parent or guardian shall be appointed to assist with washroom and security duties.
- 4(3) Where only one child is using the washroom, a Leader, an adult Volunteer or a trained

youth shall escort the child to the washroom, prop the outside door open, remain outside the washroom door and wait for the child before escorting him or her back to the classroom.

- 4(4) When a child needs assistance in the washroom, an adult may enter the washroom cubicle to assist only when a second adult or trained youth is within visual contact.

Persons with Disabilities

- 5(1) Except where prohibited by the age or design of the Church facility, the Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall provide barrier-free accommodations and meet the following minimum equipment requirements to a person with a physical disability who is registered in the Church activity, event or program:
- a) A ramp to the entrance of the building, if there is a difference greater than two inches (2”) in elevations between the threshold of the access door of the building and the ground;
 - b) An elevator, chair-lift, or other similar equipment suitable to safely elevate a person, who may be in a wheel chair, or use a walker or a cane, from one floor to another of the building if required;
 - c) An enlarged washroom stall sufficient to accommodate the person and her/his wheelchair;
 - d) Appropriate hand-rails affixed securely near to each the toilet and the sink.
- 5(2) The Leader of the Church activity, event, or program, or a designated person who is knowledgeable of the requirements specified in s. 5(1), shall inspect the washroom facility and confirm that the equipment and any other accommodation required by this Schedule are in place, safe and secure.
- 5(3) The Leader shall arrange for the repair or correction of any deficiency with the washroom facility at the earliest opportunity following its discovery.

Criteria for Excluding a Facility from Use in a Church Activity

- 6 A Leader shall not conduct or deliver a church activity, event or program in any building or facility that has a known, outstanding deficiency for a washroom that is identified in s. 2(1) and/or s. 2(2) of this Schedule and cannot be repaired or corrected prior to the start of the activity, event or program.

**Anglican Church of Canada
Diocese of Fredericton**

Regulation 4-4: Diocesan Safe Church

Schedule N – Agreement to Use a Diocesan Facility

- 1 Name of the Group: _____
(Print, “The Tenant”)
- 2 Name of the Diocesan/Cathedral/Parish Facility Owner:

(Print, “The Facility Owner”)
- 3 Name and full Civic Address of the Facility: _____

- 4 Basic Description of the Facility: _____

The following terms and conditions are agreed upon by the Tenant and the Facility Owner:

Agreement Period

- 5 It is agreed that the Facility may be made available and used by the Tenant as specified by the following conditions of meeting time(s), meeting day(s), the Start Date and End Date:
 - 5(1) TIME: From: _____ a.m. / p.m. To: _____ a.m. / p.m. (Typical)
 - 5(2) Meeting Day(s) of the Week the facility will be used (specify each day):

5(3) START DATE: From: _____, 20__

END DATE: To: _____, 20__

Not to exceed 24 months in duration; May be renewed upon mutual agreement by both parties.

5(4) The Tenant shall request in advance to use the church facility on a different meeting time and/or meeting day of the week.

Cost to Use Facility

6(1) Type of User:

☐

Internal Church Group

☐

Diocesan Group or Group from another Parish Church

☐

Non-Church Group, Charity

☐

Non-Church Group, Non-charity

6(2) Tenant's Cost to Use of Facility is set at \$ _____ plus applicable taxes, to be paid in full not later than _____ weeks before the start date specified in s. 5(3).

6(3) If applicable a down-payment of \$ _____ will be required to secure the booking and is due upon acceptance of the terms of the agreement.

Damage Deposit:

7 The Tenant agrees to pay the Facility Owner prior to the Start Date [s. 5(3)] a damage/security deposit of \$ _____ (mandatory minimum of \$25.00); this amount will be returned to the Tenant following the End Date [s. 5(3)] of the agreement provided that:

- a) The Facility has been vacated on or before the End Date, and the Facility is clean to the Facility Owner's satisfaction (the Facility Owner shall act reasonably in this regard);
- b) No damage has been done to the Facility or to Owner owned equipment and materials (e.g. kitchen facilities and equipment, audio-visual equipment; library materials), and;
- c) No money remains due to the Facility Owner at this time.

Facility Keys

8 The Facility Owner shall provide the Tenant with access to the facility, including a key or set of keys, if and as required; any issued key(s) shall be returned immediately upon completion of the activity or program, or on the End Date [s. 5(3)]; No key shall be copied.

8(1) Description of Key(s) Issued to the Tenant (Specify the doors):_____

8(2) Key(s) issued on: _____ Number of keys issued: _____
(yyyy/mm/dd)

Keys issued to: _____

Print the Name of the person receiving the key(s)

Kitchen Facilities

9 Use of Kitchen Facilities by the Tenant (Choose one option only):

☐

1. Unrestricted use of all equipment, materials and supplies in the kitchen.

☐

2. Kitchen facilities are neither available nor accessible to the Tenant.

☐

3. Restricted use of kitchen facilities, as follows:

Audio-Visual Equipment

10 Use of Audio-visual (A/V) Equipment by the Tenant (Choose one option only):

☐

1. Unrestricted use of all A/V equipment.

☐

2. A/V Equipment are neither available nor accessible to the Tenant.

☐

3. Restricted use of A/V Equipment, as follows:

Clean-up of Facility

- 11(1) The Facility Owner agrees that the Facility shall be clean on the Start Date [s. 5(3)] of this Agreement.
- 11(2) The Tenant agrees that the Facility shall be clean to the satisfaction of the Facility Owner on the End Date [s. 5(3)] of this Agreement.

Respectful Use of Facility

- 12 The Tenant shall not use or permit to be used any part of the Facility for any dangerous, noxious or offensive trade or business and not to cause or maintain any nuisance in, at or on the Facility.

Rules and Regulations

- 13(1) The Tenant agrees to comply with all rules, regulations and/or Facility Owner standards with respect to the use, care and security of the Facility of which the Facility Owner makes the Tenant aware either before or during the Agreement Period (s. 5).
- 13(2) The Tenant agrees it shall ensure all of its Leaders, staff (paid and unpaid), and other volunteers read the rules, regulations and/or Facility Owner standards provided under s 13(1) before the Start Date of the Agreement [s. 5(3)].
- 13(3) Failure of the Tenant to comply with standards and requirements specified in s 13(1), at the sole discretion of the Facility Owner, may result in an immediate cancellation of this Agreement with no reimbursement of rent and/or no other remedy available to the Tenant.
- 13(4) It is also agreed that failure of a leader, a staff (paid and unpaid) person, a volunteer, a person registered in the Tenant's program, or a person who is under the Tenant's charge or responsibility, to comply with standards and requirements specified in s.13(1), at the sole discretion of the Facility Owner, may result in an immediate cancellation of this Agreement with no reimbursement of rent and/or no other remedy available to the Tenant.

Indemnification

- 14(1) The Tenant agrees to indemnify and save harmless the Facility Owner and the Diocese of Fredericton from any and all liabilities, fines, suits, claims, demands, costs and actions of any kind or nature whatsoever for which the Facility Owner shall or may become liable, or suffer by reason of any breach, violation or non-performance of the Tenant's obligations hereunder or any loss, damage, or death resulting from, occasioned to or suffered by any person or persons, or any property, by reason of any neglect or default on the part of the Tenant, or any of its agents, customers, employees, staff, servants, contractors, licensees or invitees; such indemnification in respect to any such breach, violation, non-performance, damage to property, loss, injury or death occurring during the term of this Agreement shall survive any termination of this Agreement, anything in this Agreement to the contrary notwithstanding.
- 14(2) The obligations of the Tenant hereunder to indemnify and save harmless the Facility Owner as per s. 14(1) shall not apply when the matters giving rise to such obligation(s) have been caused by:
- a) Negligence solely on the part of the Facility Owner;
 - b) A breach solely by the Facility Owner of a material covenant of the Facility Owner under this Agreement.

Damage to or Loss of Facility Owner Property

- 15(1) The Tenant agrees to be liable for any and all damage to, or loss of the Facility or other property of the Facility Owner while the Tenant uses the Facility, unless the damage or loss is caused by the Facility or its Owners.
- 15(2) The Tenant agrees to perform an inspection of the Facility (s. 2- 4) within seven (7) days after the Start Date of this Agreement [s. 5(3)].
- 15(3) The Tenant agrees to report immediately to the Facility Owner, upon the discovery caused by the inspection referred to in s. 15(2), of any existing and visible damage or loss associated with or to the Facility.

Insurance

- 16(1) The Tenant agrees to provide the Facility Owner with a Certificate of Liability Insurance covering the Tenant in respect of the Facility and its operations therein, shall not be less than that set out in [Diocesan Minimum Insurance Standards](#).
- 16(2) The insurance liability limit(s) specified in the certificate referred to in s. 16(1) shall be for each single event causing injury, death or damage to a person, persons or property.
- 16(3) Such liability insurance shall be written with the Facility Owner as an additional insured and the Tenant as the named insured as their respective interests may appear.
- 16(4) Each insurance policy obtained by the Tenant, so as to fulfill the requirements stated in s. 16(1), shall contain waivers of subrogation.

Cancellation of Agreement

- 17(1) Either Party may cancel this Agreement with a minimum of thirty (30) days prior written notice.

Cancellation Date of the Agreement: _____
(yyyy/mm/dd)

Who initiated the Cancellation? _____
Specify One: "Facility Owner", "Tenant", "Both Parties"

- 17(2) For the purpose of this Agreement, the Cancellation Date of the Agreement shall replace and supersede the End Date of the Agreement as specified in s. 5(3).

Emergency Contact Information

- 18(1) ***The Facility Owner's Primary Emergency Contact Person:***

Name: _____
Print full name

Phone Number: _____

Cell Phone: _____

Email Address: _____

The Facility Owner's Back-up Emergency Contact Person:

Name: _____
Print full name

Phone Number: _____

Cell Phone: _____

Email Address: _____

18(2) The Tenant's Emergency Contact Person will be (a minimum of one person):

The Tenant's Primary Emergency Contact Person:

Name: _____
Print full name

Phone Number: _____

Cell Phone: _____

Email Address: _____

The Tenant's Back-up Emergency Contact Person:

Name: _____
Print full name

Phone Number: _____

Cell Phone: _____

Email Address: _____

Approval of Agreement

- 19(1) In accordance with Diocesan Canon Six, section 10, two signatures from authorized persons from each Party shall sign and approve this agreement;
- 19(2) By signing this agreement, we agree to comply to the terms and conditions aforementioned above, and to immediately report any deviation to or violation of the terms and conditions aforementioned to the other party:

The Facility Owner:

Name (print)

Name (print)

Title

Title

Date (yyyy/mm/dd)

Date (yyyy/mm/dd)

The Tenant:

Name (print)

Name (print)

Title

Title

Date (yyyy/mm/dd)

Date (yyyy/mm/dd)

PURPOSE, CONTACTS AND DEFINITIONS

PART 1: PURPOSE

The purpose of this document is to provide detailed information concerning a Cleric's employment entitlements and benefits. The document complements the calling of a Cleric as a servant of God under the spiritual oversight of the Diocesan Bishop.

In addition to this 'Purpose, Contacts and Definitions' Regulation, the Canon Seven Regulations comprise of Regulations that establish the remuneration and benefits to which a Cleric is entitled.

Regulation 7-2 sets out the three components of a Cleric's remuneration, including the:

- a) Stipend,
- b) Car Replacement and Travel Allowances, and
- c) Housing Allowance or deemed income from a church-owned residence or Rectory.

Regulations 7-3 to 7-9 set out the benefits to which a Cleric is entitled, including:

- a) Housing Standards;
- b) Moving (Relocation) Expenses;
- c) Vacation and Leaves of Absence
- d) Pension
- e) Group RRSP, Savings and Loans
- f) Sick Leave and Disability;
- g) Continuing Education; and
- h) Medical, Employee Assistance Program (EAP), Wellness and Life Insurance

With respect to Regulations 7-5 to 7-9, one notes that the Diocese, through the Diocesan Synod, jointly administers and supplements, where appropriate, the following General Synod benefit plans:

- a) The General Synod Pension Plan;
- b) The General Synod Short and Long Term Disability Plan;
- c) The General Synod Continuing Education Plan; and
- d) The General Synod Term Life Insurance Plan.

The General Synod also negotiates for the Canadian Church the following benefits administered by private insurance companies, namely, the Group Registered Retirement Savings Plan and the Group Medical and Dental Plan.

PART 2: CONTACTS

The Diocesan Synod Office and the Diocesan Treasurer

1(1) The Diocesan Synod may be contact at:

The Diocesan Synod
115 Church Street, Fredericton NB E3B 4C8
Phone: (506) 459-1801
Web Site: anglican.nb.ca
Email Contacts: anglican.nb.ca/synod/

1(2) The Diocesan Synod jointly administers with other service providers:

- a) Vacation and Leave of Absence (Regulation 7-4)
- b) Pension Plan (Regulation 7-5)
- c) Group Retirement Savings Plan (Regulation 7-6)
- d) The General Synod Short and Long Term Disability Plan (Regulation 7-7)
- e) The General Synod Continuing Education Plan (Regulation 7-8); and
- f) The Employee Assistance Program (Regulation 7-9)
- g) The General Synod Term Life Insurance Plan (Regulation 7-9).

The Employment Standards Branch of NB Government

2 The Employment Standards Branch of the Department of Post-Secondary Education, Training and Labour may be contacted at the following address:

Employment Standards Branch
Department of Post-Secondary Education, Training and Labour
Chestnet Complex
470 York Street, P.O. Box 6000, Fredericton NB E3B 3P7
Phone: (506) 453-2725
Toll Free 1 (888) 452-2887
Web Site: www.gnb.ca/0308/index-e.asp

The General Synod Pension Office

3(1) The General Synod Pension Office may be contacted at the following address:

Pension Office Corporation
625 Church Street, Suite 401, Toronto ON M4Y 2G1
Phone: (416) 960-2484
Toll Free: 1 (800) 265-1070
Web Site: www.anglicanpension.ca

3(2) The General Synod Pension Office jointly administers:

- a) Pension Plan (Regulation 7-5)
- b) Group Retirement Savings Plan (Regulation 7-6)

- c) The General Synod Short and Long Term Disability Plan (Regulation 7-7)
- d) The General Synod Continuing Education Plan (Regulation 7-8); and
- e) The General Synod Term Life Insurance Plan (Regulation 7-9).

The London Life Assurance Company

- 4 The London Life Assurance Company may be contacted at the following address:

Ms. Kitty Lee
 Customer Service Specialist
 Group Retirement Services
 Great-West/London Life/Canada Life
 Web Site: www.grsaccess.com
 Phone: (416) 552-5025/ 1 (800) 465-0517
 Fax: (416) 362-0350
 Email Address: kitty.lee at gwl.ca

The Manufacturers Life Insurance Company ("Manulife Finance")

- 5 Contact the Synod Office (see s. 1) to obtain the current contact for "Manulife Finance."

Web Site: www.manulife.com/

Shepell FGI LP Inc.

- 6 The EAP service provider, Shepell FGI LP Inc., may be contacted at:

Confidential help-line:
 (For toll-free, 24 hour a day, seven days a week)
 Phone: 1 (800) 268-5211
 On-line counseling: www.fgiworldmembers.com
 On-line resources: www.shepellfgi.com, then click on the FGIworld logo, or
www.fgiworld.com.

Shepell FGI Administrative Office Contact:
 Ms. Terra Lake
 Direct Line: 1 (902) 429-0431
 Toll free: 1 (877) 700-7674, extension 7

PART 3: DEFINITIONS

In these Regulations:

"Act" means the Anglican Church Act, 2003;

"allowance" means a definite portion, sum or amount of money, allotted or granted to meet a Cleric's expenses or requirements;

"Archdeacon" means an Archdeacon appointed by the Bishop under Canon Four;

"Archdeaconry" means a Deanery or group of Deaneries under the supervision of an Archdeacon;

"Archdeaconry Greater Chapter" means a group of persons within an Archdeaconry comprising all licensed Clerics, Church Wardens and the lay members of the Synod and their substitutes from each parish within the Archdeaconry;

"Assistant Curate" means an Assistant Curate appointed by the Bishop to serve in a parish;

"Assistant Bishop" means a bishop who is appointed by the Bishop under Canon Three;

"benefit" means that to which a person is entitled, in the way of pecuniary assistance, medical or other attendance, pension, and the like;

"Bishop" means the person holding the office of Bishop of the Diocese;

"Bishop's Commissary" means the priest appointed to that position under Canon Four;

"Borrower" means a Cleric as the context directs or required in a given Regulation;

"Canon", as it relates to the laws of the Church in New Brunswick, means a formal enactment of the Synod;

"Cathedral" means the Cathedral of Christ Church in the City of Fredericton;

"Cathedral Chapter" means the Bishop and Chapter of the Cathedral of Christ Church in the City and Diocese of Fredericton;

"Church" means The Anglican Church of Canada;

"Church Warden" means a principal elected lay officer of a Parish Corporation;

"Cleric" means a bishop (including a retired bishop), priest or deacon (including a Transitional and Vocational Deacon) licensed in the Diocese;

"Constitution" means the Constitution of the Synod;

"CRA" means Canada Revenue Agency (also known as "Revenue Canada");

"Dean" means the Dean of the Diocese;

"Diocese" means The Diocese of Fredericton as constituted by Letters Patent issued by Her late Majesty, Queen Victoria, dated April 25, 1845;

"Diocesan Council" means the Diocesan Council constituted pursuant to the Act and by the Constitution;

"Employee" means a Cleric as the context directs or required in a given Regulation;

"Employer" means the Bishop, or the Parish Corporation, or the Diocesan Synod, or the Bishop and Chapter of Christ Church Cathedral, Fredericton as the context directs or requires in a given Regulation;

"fiscal year" means the fiscal year of a corporation continued or established under the Act;

"Incumbent" means a member of the clergy who is appointed under Canon Seven to the charge of a parish.

"Interim Cleric" means a cleric, other than a Retired Cleric, who is appointed by the Bishop to serve as the Incumbent of a parish on a temporary basis;

"Parish" means a geographical area or a community of Church members committed to the pastoral care of a Rector or other minister;

"Parish Corporation" means a corporation comprising the Rector, Church Wardens and Vestry of a parish continued or created under the Act and, unless the context otherwise requires, includes the Bishop and Chapter of Christ Church Cathedral, Fredericton;

"Participant" means a Cleric as the context directs or requires in a given Regulation;

"Provincial Synod" means the Synod of the Ecclesiastical Province of Canada;

"Rector" means the priest appointed to that position in a parish in the Diocese;

"Regional Dean" means a priest who has been appointed to assist the Bishop in a Deanery;

"Retired cleric" or "Retiree" means a person who is in receipt of a retirement pension under Regulation 7-5 (General Synod Pension Plan);

"stipend" means a fixed regular allowance or salary, especially paid to a Cleric;

"Synod" means The Diocesan Synod of Fredericton as constituted and continued by the Act and by the Constitution;

"(transitional) Deacon" means a person ordained to the holy order of Deacon, awaits ordination to the order of priests, and is appointed to a ministry in the Diocese of Fredericton;

"Vestry" means the lay persons who, together with the Rector and Church Wardens, comprise the Parish Corporation;

"(vocational) Deacon" a person permanently ordained to the Holy Order of Deacon and appointed by the Bishop to a ministry in the Diocese of Fredericton (see [Directive 7.2 Discernment Leading to Ordination to the \(vocational\) Diaconate](#) and [Directive 8.3 The Deacon in the Parish](#)).

Adopted
17 September 2008
Revised
11 February 2009

REMUNERATION, TRAVEL AND HOUSING

PART 1: GENERAL

- 1 The Diocese shall confer remuneration and other benefits on the following classifications of Clergy:
 - a) full-time regular parish Clergy;
 - b) full-time regular Clergy serving in a Diocesan or other special ministry;
 - c) part-time Clergy;
 - d) interim Clergy;
 - e) retired Clergy; and
 - f) Assistant Curates.
- 2 Clergy remuneration comprises:
 - a) Clergy stipend;
 - b) Clergy Car Replacement Allowance and a Travel Reimbursement;
 - c) Clergy Housing Allowance or the CRA deemed value of one's rectory residency but does not include the leave and other benefits set out in Regulations 7-4 to 7-9; and
 - d) the Employer's contribution to the Group Registered Retirement Savings Plan under Regulation 7-6.

PART 2: FULL-TIME CLERGY

1 Stipend

- 1(1) The Scale of Minimum Stipends, established by the Diocesan Council which is set out as [Schedule A](#) to this Regulation (Scale of Minimum Stipends), establishes the minimum compensation to which regular full-time Clergy, serving in a parishes or special ministries, are entitled.
- 1(2) A Parish Corporation may pay its Cleric an amount above that required by the Scale of Stipends based on qualifications and experience.
- 1(3) The stipend shall be set at 150% of the top level of the Minimum Stipend Scale (see [Schedule A](#)) for the Diocesan Bishop, and at 140% of the top level for a Suffragan Bishop and a Coadjutor Bishop.
- 1(4) The Diocesan Bishop shall receive an increment of one thousand dollars (\$1000) per year of service (in the role of the Diocesan Bishop) after the first year with a maximum of ten (10) such increments in subsequent years.
- 1(5) The stipend shall be set at 125% of the top level of the Minimum Stipend Scale (see [Schedule A](#)) for the Executive Assistant to the Bishop of Fredericton.

2 Travel

- 2(1) Full-time Clergy are entitled to a Car Replacement Allowance in an amount established by the Diocesan Council on the recommendation of the Human Resources Committee.
- 2(2) Full-time Clergy serving in a parish are entitled to Travel Reimbursement in an amount established by the Diocesan Council on the recommendation of the Human Resources Committee. ([Schedule B](#) - Travel Reimbursement Chart)
- 2(3) Parishes making reimbursement to clergy driving in excess of the threshold number of kilometres per year on parish business may recover those costs from the diocesan travel pool. ([Schedule B](#))
- 2(4) A layperson who is working on behalf of the Diocese and all categories of Clergy not in receipt of the car replacement allowance may claim for travel reimbursement at a rate according to Category B on the Travel Reimbursement Chart ([Schedule B](#)).
- 2(5) Clergy on Diocesan staff who are in receipt of car replacement allowance may claim for travel reimbursement at a rate according to Category A on the Travel Reimbursement Chart ([Schedule B](#)).
- 2(6) Parish clergy in receipt of car replacement allowance and travel reimbursement shall provide a report to the Diocesan Treasurer at the end of each month. The report shall contain the number of kilometres driven in that month on parish business.
- 2(7) All Clergy making a parish claim for travel reimbursement are responsible for keeping records distinguishing kilometres driven for personal use from kilometres driven on parish business.
- 2(8) The Diocese administers the pool of funds established to pay the anticipated excess travel reimbursement claims. Each Parish Corporation shall pay equally into the pool in an amount that shall be established from time to time. ([Schedule B](#))

3 Housing

- 3(1) Regular full-time Clergy are entitled to either a rectory or a housing allowance in accordance with Regulation 7-3 (Housing Standards and Moving (Relocation)).

PART 3: REGULAR PART-TIME CLERGY

1 Stipend

- 1(1) The stipend for regular part-time Clergy shall be based on the Scale of Minimum Stipends (see [Schedule A](#)), and shall be calculated pro rata.

2 Travel

- 2(1) Regular Part-Time Clergy shall be paid travel reimbursement. ([Schedule B](#) - Travel Reimbursement Chart).

3 Housing

- 3(1) Regular Part-Time Clergy are entitled to either a rectory or housing allowance on the pro-rata basis defined by the terms of the appointment.

4 Benefits

- 4(1) Regular Part-Time Clergy are entitled to the same vacation benefits as regular Full-Time Clergy on a pro rata basis.
- 4(2) Regular Part-Time Clergy working half-time or more are required to participate in the regular Clergy pension, medical, vision, dental and life insurance plans as provide in the General Synod 'Policy Re: Benefits for Employees on Short Term Contracts,' which is set out as [Schedule C](#) to this Regulation
- 4(3) Regular Part-Time Clergy working less than half-time are entitled to one week's educational leave per year and a \$300 education allowance.

PART 4: RETIRED CLERGY ("RETIREES")

1 Appointment

The Bishop may appoint a retired members of the clergy ("Retiree") on a full-time or part-time interim (temporary) basis.

2 Stipend

- 2(1) A Retiree may negotiate a remuneration arrangement with the Parish Corporation based on time expectations and workload, rather than the Scale of Minimum Stipends (see [Schedule A](#)).

3 Travel

- 3(1) A Retiree may claim travel reimbursement according to Category B of the Travel Reimbursement Chart ([Schedule B](#)).

4 Housing

- 4(1) A Retiree is not entitled to either a rectory or a housing allowance.

5 Benefits

- 5(1) A Retiree is not eligible to participate in the regular Clergy pension, medical, vision, dental or life insurance plans, but shall normally participate in the retired Clergy benefit plans.
- 5(2) A Retiree is entitled to two weeks paid vacation per year to be paid at his or her regular weekly rate, or to 4% vacation pay in lieu thereof, the latter to be paid annually in June or at termination of appointment.
- 5(3) A Retiree working more than half-time is entitled to two week's educational leave per year and a \$450 education allowance. A Retiree working half-time or less is entitled to one week's educational leave per year and a \$300 education allowance.

PART 5: INTERIM NON-RETIRED CLERGY

- 1 The Bishop may appoint a non-retired member of the clergy to be the Incumbent of a parish (see Schedule D - [Directive 8.8.3 Interim Parish Ministry](#))
- 2 A non-retired member of the clergy who is appointed to be an Incumbent on an interim basis shall be paid a Stipend, Car Replacement and Travel Reimbursement, and be provided with a rectory or Housing Allowance.

PART 6: ASSISTANT CURATES

- 1 The Bishop may appoint an Assistant Curate to serve in a parish.
- 2 A Parish Corporation may employ an Assistant Curate at its own expense or in accordance with the Diocesan Training Curacy Program (see Schedule E - [Policy B-5 Diocesan Training Curacies](#))

PART 7: VOCATIONAL DEACONS

- 1 Stipend
 - 1(1) A (vocational) deacon normally would not be paid a Stipend.
- 2 Travel
 - 2(1) A (vocational) deacon may claim travel reimbursement from the Parish Corporation according to Category B of the Travel Reimbursement Chart ([Schedule B](#)).
- 3 Housing
 - 3(1) A (vocational) deacon is not entitled to either a rectory or a housing allowance.

4 Benefits

- 4(1) A (vocational) deacon is not eligible for participation in the regular Clergy pension, medical, vision, dental or life insurance plans.
- 4(2) A (vocational) deacon is entitled to up to four weeks, unpaid vacation per year.
- 4(3) Parishes with (vocational) deacons functioning with a current covenant shall provide an annual contribution of \$450 to the diocesan continuing education fund for (vocational) deacons.

PART 8: HONORARIA FOR TAKING OCCASIONAL SERVICES

- 8(1) Clergy not established in a regular, parish stipendiary ministry shall be paid at least \$100/day by the receiving Parish Corporation for taking a service or services in another parish.
- 8(2) Where a layperson or member of the clergy who is established in a regular parish stipendiary ministry takes a service or services in another parish, the receiving Parish Corporation is encouraged to pay an honorarium..

PART 9: CLERGY OUTFITTING GRANT

- 1(1) A newly ordained (transitional) Deacon, upon his or her first appointment, shall be provided a grant in an amount established by the Diocesan Council.
- 1(2) A newly ordained Bishop shall be provided a grant in an amount established by the Diocesan Council.

PART 10: PAYROLL ADMINISTRATION

1 Diocesan Responsibilities

- 1(1) The Diocese shall administer payroll, ensuring that the Clergy are paid on a timely basis, that withholdings are properly calculated and remitted/allocated as required, and that adequate payroll information is provided to both Parish Corporation and the Cleric on a timely basis.
- 1(2) The Diocese shall ensure that T4, T4-A, Record of Employment, and other forms are prepared and distributed as required within the appropriate time frames.
- 1(3) The Diocese shall provide temporary financing to make sure payroll can be processed as required.
- 1(4) The Diocese shall, in accordance with [Schedule F Parish Payroll Arrears](#) of this Regulation, monitor the arrears in parish payroll assessment payments.

2 Parish Corporation Responsibilities

- 2(1) As the employer the Parish Corporation is responsible for meeting its payroll cost obligations on a monthly basis, with such payment being due on the 22nd day of each month. In the event the Parish Corporation chooses to meet its payroll obligation through direct debit, the processing date is the 28th day of each month.

Note: While the Diocese does make sure that cash flow is adequate to cover the payroll cost, this does not in any way reduce the obligation of the Parish Corporation to provide the necessary funding.

3 Clergy/Employee Responsibilities

- 3(1) The employee shall provide all necessary documentation and information as requested, including TD1 forms, notices of any:
- a) Change in stipend or withholding amounts;
 - b) Banking information for direct deposit purposes, and;
 - c) Monthly reports of kilometres driven on parish business.
- 3(2) When a pay-statement is issued, the employee shall carefully examine it and immediately advise Synod Office of any errors or omissions.

4 Procedure

- 4(1) At the beginning of each year, or with a new appointment, the Parish Corporation shall indicate the stipend which will be paid. The failure to do so will result in the assumption that the minimum stipend applies (see [Schedule A](#)). The Diocese will then issue a statement showing the cost for which the Parish Corporation is responsible and, if requested, an estimate of the net pay amount.
- 4(2) A Cleric or other employee is paid on a semi-monthly basis on the 15th and 30th days of each month through direct deposit to an account or accounts of the employee's choosing. If a payday falls on a non-banking day, it will be deposited on the previous, closest banking day.
- 4(3) The payroll is processed at least four working days prior to the applicable pay date. Any changes in amounts must be communicated with that time frame in mind. Normally changes in withholdings are processed only on the first pay of the month.
- 4(4) Withholdings are remitted and allocated on a monthly basis.
- 4(5) The payroll processing is carried out by a contracted service provider.
- 4(6) Employment Insurance premiums are calculated on stipend, car replacement, travel allowance and the value of housing. An annual maximum premium applies. A Cleric will normally reach that maximum in the latter months of each year, resulting in an increase in net pay for a short time. For Employment Insurance (EI) purposes, a Cleric is assumed to work 93.3 hours per semi-monthly (i.e. twice-per month) pay period.

- 4(7) Canada Pension Plan premiums are calculated on stipend, car replacement, and travel allowance. While a maximum applies a Cleric will not normally attain it since housing value is excluded.
- 4(8) Income tax is calculated based on the personal exemption which applies as per TD1 form. In the absence of that form tax is based on "single" status.
- 4(9) A T4 form will include as income, stipend, car replacement, employer contribution to the Group RSP and housing value. The T4 form will include a Pension Adjustment amount which is the sum of employee and employer contributions to the Pension Plan.
- 4(10) T4 forms are normally distributed annually in the first or second week of February.

Revised
25 November 2010

[Schedule A - Scale of Minimum Stipends](#)

[Schedule B - Travel Reimbursement Chart](#)

[Schedule C - Benefits for Employees on Short Term Contracts](#)

[Schedule D - Directive 8.8.3 Interim Parish Ministry](#)

[Schedule E - Policy B-5 Diocesan Training Curacies](#)

[Schedule F - Parish Payroll Arrears](#)

Regulation 7-2 Schedule A
Diocese of Fredericton
Scale of Minimum Stipends

Effective 01 January 2018

Year Ordained	Years of Service	Minimum Stipend
2017/2018	1	\$ 34,604
2016	2	\$ 35,261
2015	3	\$ 35,921
2014	4	\$ 36,577
2013	5	\$ 37,236
2012	6	\$ 37,893
2011	7	\$ 38,552
2010	8	\$ 39,212
2009	9	\$ 39,880
2008	10	\$ 40,529
Prior to 2008	11	\$ 41,187

Note: A Car Replacement Allowance of \$4,200 per year added to stipend.

Approved 5 October 2017

Regulation 7-2 Schedule B
Diocese of Fredericton
Travel Reimbursement Chart

Effective 01 January 2014

A	Clergy in receipt of Car Replacement Allowance	25 cents per km.
B	Lay volunteers and others who are not established in a stipendiary ministry	44 cents per km.

Notes:

- 1) Clergy under Category B could be either retired or employed but not receiving the car replacement allowance.
- 2) Annual parish contribution to the Diocesan Travel Pool Fund is \$480.
- 3) Parishes may recover travel reimbursement costs from the Travel Pool when parish driving is in excess of 17,500 kilometres in any given year.

Adopted
27 November 2013

Regulation 7-2 Schedule C
Diocese of Fredericton
Benefits for Employees on Short Term Contracts

We wish to differentiate contract staff depending on the anticipated duration of an assigned project, relative to the benefit plan eligibility of such staff. We wish to balance our need to be financially prudent in our benefit plan expenses and our need to provide appropriate benefits to those who work for us.

With this in mind, the eligibility for benefit plan participation is outlined below:

	DURATION OF CONTRACT	
	Less than 12 months	12 months or more
Pension Plan	No	Yes
Health & Dental Benefits	No	Yes *
Short & Long Term Disability Benefits	No	No
Life Insurance	No	Yes *

* must meet Manulife's requirement of working 20 hours per week

Adopted
17 September 2008

Regulation 7-2 Schedule F
Diocese of Fredericton
Parish Payroll Arrears

Background

The central payroll processing service ensures that the sometimes complicated aspect of payroll is processed accurately and on a consistent and timely basis. The service greatly reduces the administrative workload at the parish level. There are over 120 clergy and lay employees on the system, representing a monthly outlay of over \$330,000.00.

The central payroll system operates with clearly defined responsibilities:

- a) The Diocese has responsibility for processing and reporting of payroll on behalf of the parishes and their employees.
- b) The primary parish responsibility is to provide the funding required to cover the total cost related to their employees, including stipend, travel, benefits, and related costs - defined as the Payroll Assessment. That Assessment is to be paid by the 22nd of each month. (For parishes on direct debit, payment is processed nearer the end of the month.)

The provision of funding is a key component. The intention is not that the Diocese be the payroll source or "banker" for these parish costs. It is an administrative service only. Failure to meet this obligation as required places the Parish in default on its employment responsibilities, which ultimately can result in the employee(s) not receiving their pay.

What follows is a specific process for tracking and following up in all cases where payroll is in arrears. The follow-up is very direct and intentional and, essentially reflects a zero tolerance to payroll arrears.

Payroll Arrears Monitoring Process

Month End Status	Direction	Consequence
Arrears 1 month	Inform Archdeacon with request for follow-up	If not in by end of month, move to 2 month arrears follow-up
Arrears 2 months	Contact Parish, CC Bishop, who will arrange meeting with Parish Advisory Committee, Archdeacon and Finance Committee	Parish has until cut off for next pay (10th) to meet minimum 50% of arrears:: if met, monitoring continues - if not met, payroll is run on the 15th but notice given that the 30th pay will be the last

As can be seen, under this process if a parish falls into payroll assessment arrears for a third month, the central pay processing for that Parish will cease at the end of that month and it will become the responsibility of the Parish to make arrangements to pay their Incumbent and any other employees they may have.

An Example:

If at the close of the Diocesan books on April 30th the Parish has not met its April payroll assessment, the Archdeacon of the area will be informed and the Parish contacted for payment. If that payment is not made by the end of May, the Parish will then be two months in arrears (April and May) and will be given until June 10th to meet at least 50% of its arrears amount. If this payment is not made the parish would be informed that the pay for June 30th will be the last processed under the payroll system.

It should be noted that the process is designed for monitoring and followup on an ongoing basis. It should be seen as tool for the parishes as well as for the Diocese. If a parish is consistently among those in arrears and being followed up, that may be a sign of a long term problem that requires immediate address.

All clergy, treasurers and wardens are to be aware of this process and bring it to the attention the Corporation when necessary. Many parishes have never been in arrears on payroll and may see this as being of passing interest. Others, however, will need to pay close attention to the process and its possible implications.

Adopted
March 2005

HOUSING STANDARDS AND MOVING (RELOCATION)

PART 1: RECTORY STANDARDS

1 General Rule

- 1(1) A Parish Corporation shall provide a rectory or housing allowance for the use of the incumbent and the incumbent's family.
- 1(2) A regular part-time Cleric is entitled to either a rectory or housing allowance on the pro-rata basis defined by the terms of the appointment.
- 1(3) A rectory shall have a kitchen, dining room, living room, a minimum of three bedrooms, a minimum of one full bath and a half-bath, a minimum of 80 square feet of the dry, storage space, and a study that is equipped with a desk/chair, a bookshelf, telephone / internet connections. The payment of charges for personal long distance telephone calls and for access of the world wide web - internet for personal purposes are the sole responsibility of the Cleric.
- 1(4) A Parish Corporation shall provide the following appliances and other movables:
 - a) An efficient kitchen stove in excellent working order;
 - b) A refrigerator of not less than twelve (12) cubic feet capacity in excellent working order;
 - c) Automatic washing and drying equipment for clothing;
 - d) Drapes or curtains for all dining and living rooms, and;
 - e) Blinds for all bedroom and bathroom windows;

2 Purposes

- 2(1) The purposes of this regulation are:
 - a) To establish minimum standards to govern the condition, occupancy and maintenance of rectories;
 - b) To provide safeguards for the safety, health and welfare of occupants and users of properties by requiring owners to repair and maintain them in accordance with established minimum standards;
 - c) For laypersons and all categories of Clerics who are not established in a stipendiary ministry;
 - d) To establish standards regarding the payment of utility bills by owners.

3 Definitions

- 3(1) In this regulation,
 - "occupant" means a person who occupies a rectory by virtue of his or her position as a Cleric, and includes his or her adult family members;
 - "owner" means the Parish Corporation or the Diocesan Synod that owns or controls the property, and includes an agent acting on behalf of the owner;
 - "property" means a rectory or part thereof, and includes accessory buildings and the land on which the rectory is located and that are used or intended to be used in connection therewith;
 - "rectory" includes any residence provided for a Cleric;
 - "standards" include all applicable Municipal, Provincial and Federal standards or regulations, and are to be considered to refer to their current form.

4 New Construction and Alterations

- 4(1) New buildings and additions or alterations must comply with any applicable municipal, provincial and federal laws. Without limiting the generality of the foregoing, the owner shall ensure that the plans meet the standards set out in the current edition of the National Building Code of Canada.
- 4(2) The owner shall, before purchasing, constructing, adding to, or structurally altering a rectory, submit an application for permission to the Diocesan Property Committee.
- 4(3) The Property Committee shall consider this application in accordance with its procedures.

5 Fire Prevention Measures

- 5(1) The installation of smoke alarms and smoke detectors shall conform to the provisions of the National Fire Code of Canada and of New Brunswick Smoke Alarms and Smoke Detectors Regulation No. 82-95 under the Fire Prevention Act. If two or more detectors are installed there shall be one of each of the ionization and photoelectric types.
- 5(2) The occupant shall not permit hazardous liquids (e.g., petroleum products, etc.) and hazardous waste (oily or paint soaked rags, etc.) to be stored in a rectory, nor shall the occupant permit the accumulation of combustible waste (e.g., paper, boxes, Christmas trees, etc.).
- 5(3) The owner shall ensure that every rectory kitchen is equipped with a wall mounted fire extinguisher of the dry chemical type suitable for Class A, B and C fires and no smaller than 1.59 kg. This unit shall be inspected and periodically recharged by the owner.
- 5(4) It is the responsibility of both the owner and the occupant to correct a fire hazard as soon as possible after such hazard comes to their attention.
- 5(5) The installation of all masonry or factory built chimneys shall conform to the minimum standards as set forth in National Building Code.

6 Plumbing and Sewage

- 6(1) Plumbing fixtures and sewage disposal shall, as a minimum standard, comply with the provisions of the National Building Code.

7 Electrical Facilities

- 7(1) Electrical installations, including the service capacity of the installation and the number and distribution of circuits, shall meet the requirements of the appropriate provincial or municipal laws, or, in the absence of such laws, shall conform to the Canadian Electrical Code.
- 7(2) Aluminium wiring shall not be used in any new installation or rewiring project. Where aluminium wiring is now installed in a property the owner and/or occupant shall immediately notify the Secretary of the Synod. An immediate inspection shall be arranged following notification to eliminate possible fire hazards. Aluminium wiring can only be safe if connected to certain approved receptacles and switches.

8 Owner's Responsibilities

- 8(1) In addition to any other owner responsibilities included in this regulation, the owner shall:
- a) Prohibit the occupation or use of any rectory or part thereof that does not conform to the standards set out in this regulation;
 - b) Ensure that a rectory is in a clean, sanitary and safe condition and free from infestation by insects, rodents, or other pests before anyone occupies it;
 - c) Pay the electrical, heating and water & sewer bills and basic telephone service of the rectory;
 - d) Be responsible for normal repair and maintenance of the rectory in accordance with the standards set out herein including, without limiting the generality of the foregoing, interior and exterior painting, renewing of floors, replacing and repairing of stoves, refrigerators and other rectory appliances or fixtures;
 - e) Establish a schedule of repairing and reconditioning of the rectory in cooperation with the regional Archdeacon and the occupant (either before or within a reasonable time after the occupant moves into a rectory);
 - f) Provide snow-ploughing services to permit access to driveways, parking areas, carports and entrances;
 - g) Provide grounds-keeping services;
 - h) Provide the following appliances and other movables:
 - i) An efficient kitchen stove in excellent working order;
 - ii) A refrigerator of not less than twelve (12) cubic feet capacity in excellent working order;
 - iii) Automatic washing and drying equipment;
 - iv) Drapes or curtains for all dining and living rooms; and
 - v) Blinds for all bedroom and bathroom windows;
 - i) Carry out any direction given by the regional Archdeacon with respect to the rectory.

9 Occupant's Responsibilities

- 9(1) In addition to any other occupant responsibilities included in this Regulation, the occupant shall:
- a) Maintain the property in a reasonably clean, sanitary and safe condition, free from infestation by insects, rodents or other pests;
 - b) Maintain lands and accessory buildings in a clean, sanitary and safe condition;
 - c) Remove kitchen waste at least once weekly;
 - d) Keep the grounds of the property reasonably neat at all times and not allow the property to be littered with unsightly material such as paper, wood waste or old automobiles;
 - e) Maintain all plumbing, cooking and refrigeration fixtures and appliances as well as other building equipment and storage facilities in a clean and sanitary condition;
 - f) Keep all exits clean, safe and unobstructed;
 - g) Be financially responsible for damage caused to property by his or her negligence or misuse or that of any person who is on the property with the permission of the occupant or his or her dependents;
 - h) Cooperate with the owner to ensure that painters and other contractors and trades people have reasonable access to carry out normal maintenance;
 - i) Not alter or change any part of the property without the consent of the owner.

10 Access

- 10(1) With the exception of the circumstances mentioned in subsections 21, 22 and 23, the owner shall not have access to an occupied rectory without the express consent of the occupant.
- 10(2) The owner shall have immediate access to an occupied rectory without the consent of the occupant in the case of an emergency involving the life or health of persons or damage or potential damage to property.
- 10(3) The occupant shall provide reasonable access to the owner at a time or times to be agreed upon at least 24 hours in advance, for the purpose of examination of the structure or systems of the property and their proper maintenance.
- 10(4) The occupant and owner shall agree upon a date and time for an annual review of the rectory property.
- 10(5) Either the owner or the occupant may, on reasonable notice, request an inspection of the property by the regional Archdeacon.

11 Rental by Owner for Other than Rectory

- 11(1) Where an owner leases a property for a purpose other than a rectory, the lease shall contain a covenant requiring the lessee to perform the same obligations as this regulation requires of an occupant.
- 11(2) The owner shall, at its discretion and where permitted by law, determine whether the rental of the property should include all or some of the obligations this Regulation requires of an owner.

PART 2: CLERIC-OWNED HOUSING

1 Where Rectory Not Available

- 1(1) Where a Parish Corporation does not own a Rectory it shall provide housing to the Cleric.

2 Principles

- 2(1) The following principles apply:
 - a) The Parish Corporation shall provide a housing allowance to the incumbent, based on the equivalent fair rental value of an adequate property for the incumbent and his or her family and including a fair value for the utilities and services that would be included if a rectory were provided. A fair rental value may be obtained from the Canada Mortgage and Housing Corporation or a licensed realtor;
 - b) If the incumbent is employed on a permanent part-time basis, the housing allowance shall be determined on a pro-rata basis;
 - c) If the incumbent decides to purchase a home, the Parish Corporation shall not be responsible for real property taxes or property insurance. These two items are usually included in a fair rental value, and as such, are covered through the housing allowance.

3 Where Rectory Available but Not Occupied by the Incumbent

3(1) Where a rectory is available but the Cleric by his or her own choice decides not to occupy it, the Parish Corporation shall adhere to the following practice:

- a) The Parish Corporation and the Cleric shall negotiate an adequate housing allowance based on the fair rental value of the existing rectory;
- b) The housing allowance shall include an allowance for heat and utility costs, which should not exceed the cost that would be incurred for these items if the rectory were occupied;
- c) In order to recover its costs, the Parish Corporation may rent the existing Rectory to a third party. In such a case the rental income received by the Parish Corporation, less any additional costs attributable to renting the rectory, shall form the basis of the negotiation of the housing allowance;
- d) Where a rectory is available but the Cleric refuses to occupy it due to its physical condition, the regional Archdeacon shall resolve the issue.

PART 3: MOVING EXPENSES

1 Moving from Outside New Brunswick

- 1(1) If a Cleric moves into the Diocese from outside, his or her moving expenses shall be negotiated with the Diocese.
- 1(2) If a Cleric who has moved from outside the Diocese leaves his or her original ministry or a similar one within the Diocese within a three (3) year period after commencement, s/he shall repay the Diocese a pro-rata share of moving expenses paid on his or her behalf: one third of the moving cost repayable for each year not served.

2 Moving within New Brunswick - Eligible Expenses

- 2(1) The payment of moving expenses for a Cleric who is relocating within New Brunswick shall be shared between the Diocese and the Cleric, based on the following considerations:
 - a) The Diocese shall designate acceptable moving companies, based on tendered price for the services required and other considerations such as quality of service and reputation. The Cleric shall use the moving company designated by the Diocese.
 - b) The Diocese shall pay the cost of moving, which shall include packing of breakable objects and insurance on contents subject to the following exceptions:
 - The Cleric shall pack all non-breakable items (e.g., books, bedding, clothing, and kitchenware) in acceptable packages;
 - The Cleric shall be solely responsible for the cost of moving (relocation) vehicles, including boats, trailers, snowmobiles, and recreational vehicles;
 - c) The Cleric shall be solely responsible for the cost of insuring calculable valuables, (e.g., jewellery, furs, art, antiques and collectibles, valuable papers, etc.).

3 Moving Within a Parish

- 3(1) Where the Parish Corporation requires a Cleric to move, the Parish Corporation shall pay all moving (relocation) expenses in accordance with the cost-sharing formula set out in s. 2(1).

4 Moving at Retirement

- 4(1) Upon provision of receipts for approved expenditures, the Diocese shall reimburse the moving expenses of a retiring Cleric up to an amount established by the Diocesan Council.

Adopted 17 September 2008

Vacation and Leave of Absence

PART 1: APPLICATION OF THE N. B. EMPLOYMENT STANDARDS ACT

1 Employment Standards

- 1(1) A Cleric's entitlement to a leave of absence is governed by this Regulation and by the New Brunswick Employment Standards Act, R.S.N.B. 1973, c. E-7.2.
laws.gnb.ca/en/ShowPdf/cs/E-7.2.pdf
- 1(2) A Cleric is entitled to public holidays in accordance with s. (1) and s. (18) of the NB Employment Standards Act, including time off in place of such holidays.
- 1(3) In the case of a conflict between this Regulation and the Employment Standards Act, the latter will apply unless this Regulation provides the employee with a more generous benefit.

2 Administration

- 2(1) The Diocesan Synod administers this Regulation, and employment standards generally are administered by the Employment Standards Branch of the Department of Post-Secondary Education, Training and Labour.
- 2(2) The Diocesan Synod may be contacted at the following address:
- The Diocesan Synod of Fredericton
115 Church Street, Fredericton NB E3B 4C8
Phone: (506) 459-1801
Web Site: anglican.nb.ca
Email Contacts: anglican.nb.ca/synod/
- 2(3) The Employment Standards Branch of the Department of Post-Secondary Education, Training and Labour may be contacted at the following address:

Employment Standards Branch
Department of Post-Secondary Education, Training and Labour
Chestnet Complex
470 York Street, P.O. Box 6000, Fredericton NB E3B 3P7
Phone: (506) 453 2725
Toll Free: 888 452 2887
Web Site: www2.gnb.ca/content/gnb/en/departments/post-secondary_education_training_and_labour/People/content/EmploymentStandards.html

PART 2: DEFINITIONS

In this Regulation:

- 'child care leave' ('parental leave') means the thirty-seven weeks of leave that is available to the natural mother, father and adoptive parents that shall commence no earlier than the

day the baby is born or the day the adopted child comes into custody and no later than fifty-two weeks after that date;

- 'close family relationship' means the relationship between persons who are married to one another, between parents and their children, between siblings and between grandparents and their grandchildren, and includes a relationship between persons who, although not married to one another and whether or not a blood relationship exists, demonstrate an intention to extend to one another the mutual attention and support normally associated with the relationships first mentioned;
- 'compassionate care leave' means an unpaid, eight-week leave for employees who need to care for a seriously ill person in a close family relationship who has a high risk of dying within 26 weeks;
- 'employee' means a Cleric as the context directs or required in a given Regulation;
- 'employer' means the Bishop of Fredericton, the Diocesan Synod, a Parish Corporation or the Bishop and Chapter of Christ Church Cathedral, Fredericton, as the context directs or required in a given Regulation;
- 'immediate family member' means a spouse, parent, child, sibling or another relative with whom the employee permanently resides or with whom a close family relationship exists;
- 'maternity leave' ('pregnancy leave') means the seventeen weeks of leave (or provincial minimum) that, according to federal legislation, is provided to the mother at the time of the birth of her child.

PART 3: VACATION LEAVE

- 1 A regular full-time Cleric shall take four weeks vacation, and may take a fifth week provided such fifth week is taken between the Feast of the Epiphany and Palm Sunday (Canon Seven, s. 3(1)). A Cleric shall consult with his or her Parish Corporation when scheduling his or her vacation.
- 2 The Parish Corporation shall ensure the Cleric takes two (2) days off per week from his or her normal clerical duties.

PART 4: MATERNITY AND CHILD CARE LEAVE

1 Policy

- 1(1) The employer shall grant a maternity or child care leave of absence without pay to a full or part-time employee.

2 Procedure

- 2(1) A pregnant employee may commence her seventeen weeks of maternity leave sixteen weeks prior to the scheduled date of birth.
- 2(2) The child care leave of absence shall commence no earlier than the date of birth.

- 2(3) The employer may require a pregnant employee to take maternity leave where it is determined the pregnancy would prevent the person from safely performing the duties of her position.
- 2(4) A male employee is entitled to unpaid child care leave of up to thirty-seven weeks upon the birth of his child or upon the arrival of a child by adoption.
- 2(5) An employee shall give four weeks notice of the date s/he will commence the leave and the date s/he plans to return to work.
- 2(6) An employee who returns to work following the completion of the maternity and/or child care leave(s) shall retain all seniority and benefits approved at the commencement of the leave.
- 2(7) The employee will resume work in the position s/he held immediately before the leave began or, where that position is not available, in a comparable position.
- 2(8) The employer shall grant a one-day leave to a male employee to enable him to attend at the birth of his child.
- 2(9) An employee shall not be entitled to a longer leave if s/he becomes ill during the period of the leave.
- 2(10) Where an employee has begun leave and the new-born child is hospitalized for a period exceeding one week, the employee may return to work and defer the unused portion of the leave until the child is discharged from the hospital.
- 2(11) On providing four-weeks notice to the employer, the employee may amend the dates of his/her leave:
- a) If the employee wishes to return to work at an earlier date than the originally scheduled date; or
 - b) If the employee wishes to extend his/her leave beyond the originally scheduled date.
- 2(12) Where the employer grants a leave to a Cleric, s/he may continue to live in the existing housing arrangement.
- 2(13) An employee who is receiving a housing allowance shall, during the leave, receive the percentage of the allowance permitted by the Employment Insurance Commission rules (so long as it has been taxed).
- 2(14) The employer shall pay the housing and utilities costs for a Cleric who resides in an employer-owned residence during her/his leave.
- 2(15) In accordance with the applicable General Synod provisions, an employee shall continue to contribute to the applicable General Synod pension plan, and shall receive medical, continuing education and group insurance benefits (the employee shall be responsible for their own share of the premiums during the leave).

PART 5: BEREAVEMENT LEAVE

- 1 In the event of the death of an immediate family member, the Bishop or other employer may grant a bereavement leave for any working days that fall within the five day period immediately following the day of death, and commencing not later than the date of the funeral.
- 2 The Bishop or other employer may grant a leave with pay for the day of the funeral of family members not mentioned.
- 3 The Bishop or other employer may grant one additional day's leave if required for travel time.
- 4 The Bishop or other employer may grant a reasonable time off during office hours to attend the funeral of a close friend or colleague.

PART 6: COMPASSIONATE CARE LEAVE

- 1 In addition to any entitlement under the Employment Insurance Program, the employer may grant a compassionate leave of at least one week to a Cleric or other employee who has been employed for a period of at least three months.
- 2 A Cleric or other employee who requests a compassionate leave shall provide the employer with adequate notice and medical evidence of the ill health of the applicant's immediate family member.
- 3 An employee on compassionate leave may continue to contribute to any benefit program under her or his terms of employment.
- 4 If the employer has established an expiry date for the employee's right to continue to contribute to any benefit program while on a compassionate care leave, the employer shall provide at least ten days written notice of its intent to do so.
- 5 At the conclusion of a compassionate care leave, an employee may return to work in the same position or, where that position is not available, in a comparable position, with no loss of seniority or benefits.

PART 7: FAMILY RESPONSIBILITY LEAVE

- 1 The employer shall grant a family responsibility leave of absence of up to three days to an employee in the following circumstances:
 - a) The illness of an immediate family member which interferes with established care arrangements;
 - b) The sudden breakdown of established care giving arrangements;
 - c) A medical appointment of an immediate family member where attendance is considered essential;
 - d) The serious illness of an immediate family member;
 - e) A special educational, religious or cultural event of an immediate family member or
 - f) An accident, fire, flood or other exceptional natural event.
- 2 The employer may grant a leave, with or without pay, in excess of three days.

PART 8: COURT LEAVE

1. The Diocesan Council or Parish Corporation shall grant a paid leave as a result of being absent from work as a result of being:

- (a) Summoned to serve on a jury,
- (b) Selected to serve on a jury, or
- (c) Served with a summons to attend at the hearing of an action, application or proceeding as a witness,

in accordance with s. 44.023 of the [New Brunswick Employment Standards Act](#).

Note: Under Para. 3(j) of the [New Brunswick Jury Act](#), clergy are ineligible for jury duty.

Adopted
07 November 2009

SICK LEAVE AND DISABILITY

PART 1: THE GENERAL SYNOD LONG TERM DISABILITY PLAN

1 Application of General Synod Canons, Regulations, Policies and Guidelines

- 1(1) A Cleric's sick leave is governed by this Regulation and by:
- a) Canon VIII of the General Synod of The Anglican Church of Canada, entitled 'General Synod Pension and Benefit Plan', which is set out as [Schedule A](#) to this Regulation;
 - b) The General Synod 'Pension Plan Regulations', which are set out as [Schedule B](#) to this Regulation;
 - c) The General Synod 'Long Term Disability Plan Regulations', which are set out as [Schedule C](#) to this Regulation;
 - d) The General Synod 'Long Term Disability Plan Pre-2005' document, which is set out as [Schedule D](#) to this Regulation; and
 - e) The General Synod 'Policy Re: Benefits for Employees on Short Term Contracts', which is set out as [Schedule E](#) to this Regulation.
- 1(2) A Cleric may obtain guidance from this Regulation and from The 'Anglican Church of Canada Long Term Disability Plan' Booklet, prepared by the General Synod Pension Office and available from the Diocesan Synod.
- 1(3) The Diocese has an agreement with Employment Insurance Canada for a Supplementary Employment Benefit (SEB) Plan. A copy of this SEB plan has been set out as [Schedule F](#) to this Regulation.
- 1(4) In the case of a conflict between this Regulation and the documents referred to in s. 1(1), the latter will apply.

2 Administration

- 2(1) The Diocesan Treasurer administers the short term sick leave policy.
- 2(2) The General Synod Pension Office and the Diocesan Synod Office administer the General Synod Long Term Disability Plan.
- 2(3) The Diocesan Synod Office may be contacted at the following address:

Diocesan Synod of Fredericton
115 Church Street, Fredericton NB E3B 4C8
Phone: (506) 459 1801
Web Site: anglican.nb.ca
Email Contacts: anglican.nb.ca/synod/

The General Synod Pension Office may be contacted at the following address:

Pension Office Corporation
625 Church Street, Suite 401, Toronto ON M4Y 2G1
Phone: (416) 960-2484
Toll Free: 1 (800) 265-1070
Web Site: www.anglicanpension.ca
Email Address: ehinchcliffe at anglicanpension.ca

PART 2: SHORT TERM SICK LEAVE

1 Eligibility - Sick time less than two (2) weeks

- 1(1) Each full-time and permanent part-time Cleric is entitled to be paid in the normal manner for sick time where it is anticipated that the duration will be less than two (2) weeks.

2 Eligibility - Sick time longer than two (2) weeks: SEB plan

- 2(1) For situations in which the Cleric anticipates that s/he will be sick for longer than two (2) weeks, the Diocese has an agreement with Employment Insurance Canada for a Supplementary Employment Benefit (SEB) Plan (see [Schedule F](#)). The purpose of the SEB plan is to protect the Parish Corporation from undue financial hardship during the illness of its Cleric. Each Cleric is urged to co-operate to the fullest extent with the operation of the SEB plan as described below.
- 2(2) As soon as the Cleric knows that the duration of an illness is likely to be more than two (2) weeks, s/he shall inform the Parish Corporation, which shall inform the Diocese. The Diocesan Treasurer shall issue a Record of Employment (ROE) and shall forward it immediately to the Cleric.
- 2(3) As soon as the Cleric receives the ROE, s/he is required to apply at the nearest federal employment insurance office for an EI sick leave benefit.
- 2(4) It is not possible to backdate any SEB plan claims, so it is important for both the Cleric and the Parish Corporation to be aware of the likely duration of the illness as soon as possible after the commencement of the illness.

3 Payment of sick time under SEB plan

- 3(1) Under the SEB plan the Diocese, on behalf of the employer, will advance to the claimant an amount equal to 95% of his or her Employment Insurance (EI) insurable earnings, which includes the Minimum Annual Stipend, applicable Travel and Car Replacement Allowances, and RRSP employer-contributions. Although income tax is deducted, there will be no CPP and EI deductions.
- 3(2) While on short term sick leave the employee and the employer are required to continue to pay their respective contributions and premiums to the pension plan, the

LTD plan, the benefits plan, and the continuing education plan. The employee's component of these premiums will be deducted from SEB benefit payments.

- 3(3) Each time the employee receives payment of his/her EI sickness benefit, s/he shall forward the full amount immediately to the Diocesan Treasurer.

4 Parish Corporation's Responsibilities

- 4(1) Of the 95% benefit advanced to the employee, approximately 55% is funded by EI (subject to the maximum benefit). The remainder is funded by the Parish Corporation through an adjusted payroll assessment.
- 4(2) An employer shall not replace the position of incumbent while the holder is on short term sick leave. The employer shall ensure and fund temporary coverage of the incumbent's duties to the degree possible.

5 Maximum Available STD

- 5(1) Sick leave and STD benefits shall normally terminate after seventeen weeks and, shall cease following twenty weeks of absence due to illness or other disability.
- 5(2) Fifteen (15) weeks after the onset of an illness, the employee becomes eligible for long term disability under the General Synod LTD Plan (see Part 3 below).

PART 3: LONG TERM DISABILITY PLAN (LTD)

1 Administration

- 1(1) The General Synod LTD Plan is administered in accordance with the documents set out in Part 1 of this Regulation.

2 Membership

- 2(1) Each contributor to the General Synod Pension Plan is a member of the Church's Long Term Disability (LTD) plan, and shall receive benefits if s/he is sick or disabled and unable to work.
- 2(2) An employee who is on an approved leave of absence without pay, including maternity and parental leave, will be suspended from LTD coverage unless s/he makes any premium payments that would normally be deducted from her/his pay cheque and the employer continues to contribute the required premiums.
- 2(3) Each employee shall join the LTD Plan after 30 days of continuous employment.
- 2(4) The employer pays the cost of providing this coverage (at 2.2% of the Cleric's pensionable earnings). Each employee shall make a small contribution to the prior plan (' Long Term Disability Plan Pre-2005') by payroll deduction (at 0.4% of his or her pensionable earnings).

- 2(5) An employee who is employed for a fixed employment term is ineligible for LTD coverage.

3 Eligibility for Benefits

- 3(1) An employee is eligible to receive LTD benefits if s/he has been continuously and totally disabled (see definition in s. 9) for a period of 119 days.
- 3(2) An employee shall continue to receive LTD benefits until s/he is no longer disabled, reaches age 65, retires or dies, whichever occurs first.

4 LTD Benefit Payment Source

- 4(1) The General Synod Pension Office shall pay the first 18 months of benefits, following which the underwriter, the Standard Life Assurance Company, will pay the LTD benefit.

5 Total Disability Defined

- 5(1) An employee is eligible to receive LTD benefits only if s/he is totally disabled. This means s/he cannot perform the duties of one's own occupation during the 119-day waiting period and the following 24 months. After 24 months, an employee is considered totally disabled only if s/he cannot do any job for which s/he is suited by education, training or experience.

6 Partial Disability

- 6(1) An employee is eligible to receive reduced LTD benefits if s/he has been continuously disabled for 119 days, and cannot return to his/her own job, but is able to undertake other paid employment.

7 Recurrence of Total Disability

- 7(1) If an employee returns to her/his job before the 119-day waiting period ends, and become sick again from the same or a related disability within 15 days, s/he will not have to recommence the waiting period.
- 7(2) If an employee returns to her/his own job after receiving LTD benefits and, within six(6) months becomes unable to work due to the same disability, the LTD benefits will resume from the day the disability recurs.

8 LTD Claim Procedure

- 8(1) Claim forms are available from the General Synod Pension Office or the Diocesan Treasurer.
- 8(2) A claimant, the employer and the claimant's physician shall complete all sections of the forms before a claim can be considered for payment.

- 8(3) A claimant may be required to undergo an independent medical, paid for by the employer.

9 LTD Benefit Payment

- 9(1) The LTD benefit payment is calculated as 60% of the Cleric's pensionable earnings, and is taxable.
- 9(2) The LTD benefit will be paid monthly, in arrears, by a direct deposit to the bank account subject to tax deductions.
- 9(3) The maximum monthly benefit is \$10,000.
- 9(4) A Cleric's LTD benefit payment will be reduced by:
- a) Any disability benefits received from another plan, including the Canada/Quebec Pension Plan (CPP/QPP) and Workers' Compensation; and
 - b) 60% of the value of the Employer-owned housing or Housing Allowance provided during disability.
- 9(5) For the purpose of this section, 'pensionable earnings' means 150% of the stipend and Car Replacement Allowance combined.

10 Rehabilitation

- 10(1) A Cleric in receipt of LTD Benefits shall comply with a reasonable requirement to participate in a rehabilitation program.
- 10(2) If a Cleric unreasonably refuses to participate in a recommended rehabilitation program, payment of his/her LTD benefits will stop.
- 10(3) While participating in an approved rehabilitation program, a Cleric may earn some income.
- 10(4) Under the rules of the Plan, a Cleric may earn a total gross income, including rehabilitation earnings and the LTD benefit, of up to 100% of the gross income received from employment prior to disability. The LTD benefit will be reduced if the total gross income exceeds this level.

Adopted
17 September 2008
Revised
12 February 2009
27 July 2011

[Schedule A General Synod Pension and Benefit Plan](#)

(Canon VIII of the General Synod of The Anglican Church of Canada)

<http://www.anglicanpension.ca/wp-content/uploads/Canon-VIII4.pdf>

[Schedule B Pension Plan Regulations](#)

<http://www.anglicanpension.ca/wp-content/uploads/Regulations-of-Canon-VIII3.pdf>

[Schedule C Long Term Disability Plan Regulations](#)

<http://www.anglicanpension.ca/wp-content/uploads/LTD-Plan-Regulations2.pdf>

[Schedule D Long Term Disability Plan Pre-2005' Document](#)

<http://www.anglicanpension.ca/wp-content/uploads/LTD-Pre-20052.pdf>

[Schedule E Benefits for Employees on Short Term Contracts](#)

[Schedule F Supplemental Employment Benefits Plan](#)

Regulation 7-7 Schedule E
Diocese of Fredericton
**The General Synod Policy Re: Benefits for Employees
on Short Term Contracts**

We wish to differentiate contract staff depending on the anticipated duration of an assigned project, relative to the benefit plan eligibility of such staff. We wish to balance our need to be financially prudent in our benefit plan expenses and our need to provide appropriate benefits to those who work for us.

With this in mind, the eligibility for benefit plan participation is outlined below:

	DURATION OF CONTRACT	
	Less than 12 months	12 months or more
Pension Plan	No	Yes
Health & Dental Benefits	No	Yes*
Short & Long Term Disability Benefits	No	No
Life Insurance	No	Yes*

* shall meet the requirement of working 20 hours per week

Adopted 17 September 2008

Regulation 7-7 Schedule F
Diocese of Fredericton
Supplemental Employment Benefits Plan

(Previously referred to as the "Supplemental Unemployment Plan")

Following is the official wording of the terms and conditions of the Diocesan Supplemental Unemployment Benefit Plan:

- 1 Coverage under the Plan is extended to all active clergy in the Diocese and to all employees of the Synod Office of the Diocese. In addition, coverage is extended to include full time and permanent part-time lay employees of Parishes in the Diocese
- 2 The combined E.I. and S.U.B. Benefit payments, along with any other earnings from employment, will be limited to 95% of the employees' regular insurable earnings.
- 3 The maximum number of benefit weeks is fifteen
- 4 The Plan will supplement Employment Insurance paid as a result of:
 - I Sickness, injury or quarantine
 - II Temporary shortage of work
 - III Pregnancy
 - IV Parental Leave
 - V Training
 - VI Child care as referred to in Section 20(1) of the act OR
 - VII any combination of these factors
- 5 The plan is effective from April 30, 2004 to April 2009 (subject to renewal)
- 6 Employees disentitled or disqualified from receiving E.I. Benefits are not eligible for S.U.B. payments unless the disentitlement or disqualification is due to one of the following reasons:
 - I insufficient hours of insurable employment
 - II serving E.I. waiting period
 - III E.I. Benefits exhausted
- 7 The employees have no vested rights to payments under the Plan except to payments during a period of unemployment as specified in the Plan.
- 8 Payments under the Plan will be accounted for separately from the regular payroll records of the employer(s) and the Plan will be financed out of the employer(s) general operating income.
- 9 Employees must apply for and be approved for E.I. Benefits before any S.U.B. payments may commence.

- 10 Employee must provide proof that s/he is in receipt of E.I. Benefits (or proof of disqualification as referred to in Item Six) before benefits are payable under the Plan.
- 11 The employer will inform the Employment Insurance Commission of any changes to the Plan within 30 days of the effective date of such changes.
- 12 The Plan provides that payments in respect of guaranteed annual remuneration, or in respect of deferred remuneration or severance pay benefits, are not reduced or increased by payments received under the Plan.

This Plan was adopted by the Diocesan Executive Committee on April 10, 1987 with subsequent modifications.

Adopted January 2006

CONTINUING EDUCATION

PART 1: THE GENERAL SYNOD CONTINUING EDUCATION PLAN

1 Application of General Synod Canons, Regulations, Policies and Guidelines

- 1(1) A Cleric's eligibility for continuing education benefits is governed by this Regulation and by:
- a) Canon XII of the General Synod of The Anglican Church of Canada, entitled 'Continuing Education Plan', which is set out as [Schedule A](#) to this Regulation;
 - b) The General Synod 'Regulations for the Operation of the Continuing Education Plan', which are set out as [Schedule B](#) to this Regulation;
 - c) The General Synod Pension Office 'Guidelines Re Special Grants and Sabbatical Grants' which are set out as [Schedule C](#) to this Regulation;
 - d) The General Synod 'Policy Re: Benefits for Employees on Short Term Contracts,' which is set out as [Schedule D](#) to this Regulation; and
 - e) The Forms prescribed by the General Synod Pension Office and the Diocese for continuing education funding approval, which are available from the Diocesan Synod.
- 1(2) A Cleric may obtain direction and guidance from this Regulation and from the General Synod Pension Office Booklet entitled 'Exercise Your Mind: Continuing Education Plan,' which is available from the office of the Diocesan Synod.
- 1(3) In the case of a conflict between this Regulation and the documents referred to in s. 1(1), the latter will apply.

2 Administration

- 2(1) The General Synod Pension Office and the Diocesan Synod Office administer the General Synod Continuing Education Plan.
- 2(2) The Diocesan Synod Office may be contacted at the following address:

Diocesan Synod of Fredericton
115 Church Street, Fredericton NB E3B 4C8
Phone: (506) 459 1801
Web Site: anglican.nb.ca
Email Contacts: anglican.nb.ca/synod

- 2(3) The General Synod Pension Office may be contacted at the following address:

Pension Office Corporation
625 Church Street, Suite 401, Toronto ON M4Y 2G1
Phone: (416) 960-2484
Toll Free: 1 (800) 265-1070
Web Site: www.anglicanpension.ca
Email Address: ehinchcliffe at anglicanpension.ca

PART 2: ON-GOING PROFESSIONAL DEVELOPMENT

1 Diocesan Commitment to Professional Development

- 1(1) All clergy are encouraged to avail themselves of opportunities for professional and vocational growth on a regular basis. The Diocesan Continuing Education program is designed to assist clergy to achieve this goal.

2 Annual Leave for Continuing Education

- 2(1) Each full-time Cleric in the Diocese shall be provided two weeks of educational leave annually. Each permanent part-time Cleric shall be provided with one week of educational leave annually.
- 2(2) Each Cleric is responsible for finding programs that will accomplish the goals of clergy professional development.
- 2(3) A Cleric shall consult with his or her Parish Corporation when scheduling his or her educational leave.
- 2(4) A Cleric may accumulate educational leave for up to three years for a total of six weeks' credit. A part-time Cleric may accumulate leave for up to three years for a total of three weeks' credit. After this period, accumulation ceases until the Cleric makes use of the credit. Lost weeks of education leave due to lack of use are not recoverable.

3 Funding to the Clergy for Continuing Education

- 3(1) Each full-time Cleric is entitled to \$450 per year, to be cumulative without a maximum number of years of accumulation, from the General Synod Continuing Education Plan (GSCEP), into which all active Clerics are enrolled. In the case of a permanent part-time Cleric who is not eligible to enrol in the GSCEP, his or her employing Parish Corporation shall pay directly to such Cleric an education allowance of \$300 per year.
- 3(2) The employer shall pay the annual assessments for the GSCEP as stipulated by General Synod Canon XII (Regulation section 1). This assessment is advanced by the Diocese and recovered from the Parish Corporation through an employment assessment.
- 3(3) Grants from the Continuing Education Plan may, with the Bishop's approval, be drawn in accordance with General Synod Canon XII.

4 Parish Corporation Responsibility

- 4(1) During a period of clergy continuing education leave; the employing Parish Corporation is responsible for payment of regular stipend and all benefits. The Parish Corporation is also responsible for the cost of supply clergy or laypersons required in the absence of the incumbent.

5 Diocesan “Clergy Colleges” and Other Training

- 5(1) In addition to Educational Leave, the Diocese will support the continuing education of clergy in a variety of other ways, including conferences and training events within the diocese and the “Clergy College.”

PART 3: SABBATICAL LEAVE

1 Diocesan Commitment to Sabbatical Leave

- 1(1) At greater intervals it is important for a member of the clergy to spend more extended periods of time renewing his or her preparedness for ministry, pursuing personal development, and/or pursuing worthy, scholarly interests relative to his or her area of ministry. To this end, the Diocese encourages clergy to take Sabbatical Leaves in accordance with the criteria described below. However, the approval of any Sabbatical Leave is at the discretion of the Bishop and is not an entitlement of the clergy.

2 Eligibility

- 2(1) In order to be eligible to apply for a sabbatical leave, clergy must meet the following requirements:
- a) Be ordained, and active in parish or diocesan ministry, for a minimum of seven (7) years;
 - b) Have at least five (5) years incumbency in his or her current ministry;
 - c) Submit an application in accordance with the criteria contained herein;
 - d) Commit to remaining in his or her current ministry for a minimum of two (2) years following the conclusion of the sabbatical leave.

4 Duration of Leave

- 4(1) A sabbatical leave shall be a period of at least one month to a maximum of three months.

5 Content of Sabbatical Leave

- 5(1) Clergy are encouraged to leave their parishes during a sabbatical leave. There is a range of activities that can be pursued during a sabbatical leave, including:
- a) Taking courses;
 - b) Participating in specialized programs;
 - c) Visiting sites or situations of particular spiritual significance;
 - d) Developing a personal program of study or research;
 - e) Taking part in activities in a community or retreat setting.
- 5(2) The content of these courses, programs, studies or activities shall fulfil some or all of the following goals:

- a) Inspiration and Spiritual Direction;
- a) Education, Ministry and Pastoral Care;
- b) Rest and Renewal.

6 Potential Sources of Funding

6(1) Potential sources of funding for Sabbatical Leave include:

- a) Any accumulated amount in the Cleric's General Synod Continuing Education Fund;
- b) Additional funding for sabbaticals available from the General Synod Continuing Education Fund;
- c) The Diocesan [Jubilee Fund for Sabbaticals](#);
- d) The Archbishop Harold Nutter Fund for Clergy Education; and
- e) A contribution from the incumbent's Parish Corporation.

7 Parish Corporation Responsibilities

7(1) During its Cleric's sabbatical leave, the Parish Corporation is responsible for all normal ongoing clergy costs (stipend and benefits) and the costs associated with pastoral oversight during such leave, and for ensuring that worship, pastoral care and administration remain uninterrupted.

8 Procedure

8(1) Clergy wishing to take a sabbatical leave, who meet the criteria for eligibility as described above, shall submit a written application to the Bishop:

- a) Describing in detail his or her proposed activities and their location(s), taking into account "Content of Sabbatical Leave" in paragraphs 7-8 Part 3 s. 5 above;
- b) Stating the proposed time period of the sabbatical leave:
 - Outlining the estimated cost of the leave and the proposed sources of funding;
 - Containing the signature of consent of the Parish Wardens or, the case of the Cathedral, the lay chair of the Bishop and Chapter.

8(2) The Bishop, following consultation with the applicant's Parish Corporation, shall advise the Cleric and the Church Wardens of his or her decision to approve or deny the application, or of her or his recommendations for the Cleric to make changes to the application, within 30 days of receipt.

9 Report at Conclusion of Sabbatical

9(1) A Cleric returning from sabbatical leave shall, within forty-five (45) days after the conclusion of the leave, submit to the Bishop with a copy to the Parish Corporation (or the Cathedral Chapter), a report detailing the final Sabbatical itinerary and the benefits and learning experiences obtained from the sabbatical leave.

Adopted
17 September 2008
Revised
23 November 2010
27 July 2011
28 January 2013
15 April 2016

[Schedule A Continuing Education Plan](#)

(Canon XII of the General Synod of The Anglican Church of Canada)

http://images.anglican.ca/pdf/handbook/212_canon_XII.pdf

(Note: this document is currently out of date)

[Schedule B The General Synod 'Canon XII and Regulations for the Operation of the Continuing Education Plan'](#)

<http://www.anglicanpension.ca/wp-content/uploads/Canon-XII-and-Regulations.pdf>

[Schedule C The General Synod Pension Office 'Guidelines on Special Grants and Sabbatical Grants'](#)

[Schedule D The General Synod 'Policy Re: Benefits for Employees on Short Term Contracts'](#)

Regulation 7-8 Schedule C
Diocese of Fredericton
Guidelines on Special Grants and Sabbatical Grants
The General Synod Pension Office - Continuing Education Plan

The Special Grants are: disparity, retraining and salary source.

Disparity

To reduce the disparities of opportunity that arise in a Church as diverse as the Anglican Church of Canada (e.g. to assist with high travel costs for those members who live at great distance from Canadian education institutions). This grant is for an education course and not for education travel.

It is expected that

- members will use local education resources before considering resources at a distance
- members will have explored the possibility of local financial assistance
- members will have applied for their full credit in the C.E.P. before applying for a special grant
- the length of time of membership in the plan will be taken into consideration in establishing the amount of a special grant.

Retraining

The purpose of this fund is to provide modest assistance to members of C.E.P. who are experiencing career crisis, and who require retraining.

Grants are subject to:

- \$2,000.00 limit
- member must have 5 years' membership in the Plan
- funds to be used for education or training
- application must be made by the Bishop on behalf of the member

These grants are not available for:

- retirement planning
- resettlement

Salary Source

To enable diocese or participating organizations to mount educational events for employees who are members of the Plan (staff development days, clergy seminars, etc.)

Diocese should apply to the Administrator describing:

- nature of the program
- the approximate cost

- diocesan share of the cost
- benefits to be expected from the program, for the employer

Sabbatical Grant

A grant of up to \$3,000.00 (*) may be provided to a member for a period of full time study of not less than 8 weeks after 5 years' membership. (For a D. Min Program, the 8 weeks need not be consecutive). Application should be made to the Administrator giving:

- goals of the study
- procedure for supervision
- form of evaluation of the work
- the relationship of the sabbatical to future employment in the Church
- budget

It is expected that the employee will return to his/her job after his/her sabbatical, for a minimum of 6 months.

(*) The amount of a sabbatical grant prior to 1999 was \$2,000.00.

July 2005

Regulation 7-8 Schedule D
Diocese of Fredericton
Benefits for Employees on Short Term Contracts

We wish to differentiate contract staff depending on the anticipated duration of an assigned project, relative to the benefit plan eligibility of such staff. We wish to balance our need to be financially prudent in our benefit plan expenses and our need to provide appropriate benefits to those who work for us.

With this in mind, the eligibility for benefit plan participation is outlined below:

	DURATION OF CONTRACT	
	Less than 12 months	12 months or more
Pension Plan	No	Yes
Health & Dental Benefits	No	Yes *
Short & Long Term Disability Benefits	No	No
Life Insurance	No	Yes *

* must meet Manulife's requirement of working 20 hours per week

Adopted
17 September 2008

HEALTH, WELLNESS AND LIFE INSURANCE

PART 1: ADMINISTRATION

1 Active Cleric

- 1(1) An active Cleric's medical, vision and dental benefit plan is governed by a contract between the Diocese (Group Policy Number G0026721) and the Manufacturers Life Assurance Company ('Manulife Financial').
- 1(2) An active Cleric's Group Life Assurance coverage is governed by a contract between the General Synod national office and the Manufacturers Life Assurance Company ('Manulife Financial') under policy number G0021057C. Accidental Death and Dismemberment insurance is included under this policy.

2 Retired Cleric

- 2(1) A retired Cleric's extended health benefit plan is governed by Group Policy Number G0021057C between the General Synod and the Manufacturers Life Assurance Company (Manulife Financial).
- 2(2) A retired Cleric may be eligible to receive a Self-Insured Death Benefit of up to \$4,000 under a plan administered by the General Synod Pension Office.

3 Group Benefit Program

- 3(1) A Cleric may obtain guidance from this Regulation and from The Anglican Church of Canada 'Welcome to Your Group Benefit Program' Booklet, prepared by the General Synod Pension Office. A copy is available from the Diocesan Synod upon request.
- 3(2) A retired Cleric may obtain guidance from this Regulation and from The Anglican Church of Canada 'Welcome to Your Group Benefit Program' Booklet, prepared by the General Synod Pension Office. A copy is available from the Diocesan Synod upon request.
- 3(3) In the case of a conflict between this Regulation and the Contracts between the Diocese, the General Synod and the medical service providers, the latter will apply.

4 General

- 4(1) The General Synod Pension Office and the Diocesan Synod Office jointly administer the medical and group life insurance benefit plans.
- 4(2) Direct questions pertaining to contracts between the Diocese and Manufacturers Life Assurance Company ("Manulife Financial") to the Synod Office.

- 4(3) The Diocesan Synod Office may be contacted at the following address:

Diocesan Synod of Fredericton
115 Church Street, Fredericton NB E3B 4C8
Phone: (506) 459-1801
Web Site: anglican.nb.ca
Email Contacts: anglican.nb.ca/synod/

- 4(4) The General Synod Pension Office may be contacted at the following address:

Pension Office Corporation
625 Church Street, Suite 401, Toronto ON M4Y 2G1
Phone: (416) 960-2484
Toll Free: 1 (800) 265-1070
Web Site: www.anglicanpension.ca
Email Address: ehinchcliffe at anglicanpension.ca

5 Compulsory Participation

- 5(1) Each full time and permanent part-time Cleric shall participate in the life insurance plan, unless disqualified for coverage by virtue of age or retired status.
- 5(2) Each full time and permanent part-time Cleric shall participate in the medical, dental and vision care plans, unless the Cleric is covered through a spousal plan or is covered through the General Synod plan for retired Clerics.

6 Cost-sharing

- 6(1) The combined premiums for group life, medical and dental coverage are shared between the Diocese and the individual Cleric. The cost sharing ratio shall be determined by Diocesan Council on the recommendation of the Human Resources Committee. Under the current cost-sharing ratio, the individual shall pay the greater of 36% of the total premium or his/her group life insurance premium. The Diocese shall provide the remaining 64% of the premium cost (with reimbursement from the parishes through the payroll assessment). The following chart shows rates as of January 1, 2010:

Coverage	Single Rate	Employee Share	Family Rate	Employee Share
Medical/Dental	\$ 165.50	\$ 29.50	\$ 410.22	\$ 116.67
Group Life	\$ 47.00	\$ 47.00	\$ 48.45	\$ 48.45
Total	\$ 212.50	\$ 76.50 (36%)	\$ 458.67	\$ 165.12 (36%)

PART 2: EXTENDED HEALTH CARE

Extended Health Care includes:

- a) Most prescription drugs (with a deductible of \$10 per prescription), obtainable through a Direct Pay Card method;
- b) Most medical equipment not covered by Medicare (e.g. diabetic supplies, ileostomy and colostomy supplies; oxygen; orthopaedic shoes; hearing aids; prostheses, etc.);
- c) Many professional medical services not covered by Medicare to a maximum of \$535 each per calendar year (e.g. chiropractor, podiatrist, massage therapist, physiotherapist);
- d) Out-of province medical treatment within certain limitations;
- e) Private duty nursing at home within certain limitations;
- f) Note: private or semi-private hospital rooms are not included as a benefit.

PART 3: VISION CARE

Vision care includes:

- a) Eye examinations once per calendar year;
- b) Prescription glasses or contact lenses or elective laser surgery to a maximum of \$150 per calendar year for persons under age 18 and \$150 any two calendar years for persons age 18 and over.

PART 4: DENTAL CARE

Dental care includes:

- a) 80% co-pay (20% participant pay) for Basic Services, such as X-rays and a complete oral examination once every two calendar years; scaling and polishing every 6 months; fillings and extractions;
- b) 80% co-pay (20% participant pay) for Supplementary Services such as root canals;
- c) 80% co-pay (20 % participant pay) for Dentures and Major Restorative Services to a maximum of \$2800 per calendar year.
- d) Note: Orthodontics are not included as a benefit.

PART 5: EMPLOYEE ASSISTANCE, WELLNESS AND HEALTHY LIFESTYLES

1 Employee Assistance Program - General

1(1) Definition

In this Part, "employee" means a Cleric.

1(2) The Diocesan shall provide an Employee Assistance Program (EAP).

1(3) The current EAP is through a Professional Services Agreement between the Diocesan Synod of Fredericton and Shepell FGI LP Inc.

2 Administration

2(1) Shepell FGI LP Inc. and the Diocesan Synod Office jointly administers the EAP.

2(2) The Diocesan Synod Office may be contacted at the following address:

Diocesan Synod of Fredericton
115 Church Street, Fredericton NB E3B 4C8
Phone: (506) 459-1801
Web Site: anglican.nb.ca
Email Contacts: anglican.nb.ca/synod/

2(3) Shepell FGI LP Inc. may be contacted at:

Confidential help-line:
(For toll-free, 24 hour a day, seven days a week)
Telephone: (800) 268-5211
On-line counseling: www.fgiworldmembers.com
On-line resources: www.shepellfgi.com, then click on the FGIworld logo, or
www.fgiworld.com

Shepell FGI Administrative Office Contact:
Ms. Terra Lake
Direct Line: (902) 429-0431
Toll free: (877) 700-7674, extension 7

3 Program Elements

3(1) The EAP provides confidential and voluntary support that can help the employee address problems and challenges in his or her life. This support is available in person, by telephone, or on-line.

3(2) The program is available to an eligible employee and his or her immediate family members (as defined in the Plan).

3(3) The EAP endeavours to achieve the following outcomes:

- a) Personal well-being;
- b) Managed relationships and family;
- c) Legal clarity;

- d) Financial clarity;
- e) Research child-care and elder-care resources;
- f) Address workplace challenges;
- g) Tackle addictions; and
- h) Understand nutrition.

4 Wellness and Healthy Lifestyles

- 4(1) The Diocesan Council, on the recommendation of the Diocesan Human Resources Committee, shall implement a Wellness and Healthy Lifestyles Program.
- 4(2) Without limiting the generality of s. 2(1), the Wellness and Healthy Lifestyles Program will:
 - Produce high levels of job satisfaction for employees;
 - Develop a healthy and safe work environment;
 - Increase productivity, and;
 - Provide health and wellness monitoring.

PART 6: GROUP LIFE INSURANCE

- 1 Group Life insurance covers the employee for \$100,000, the employee's spouse for \$5000 and the employee's dependents for \$2500 each, without requirement of medical evidence. Additional insurance may be purchased although medical evidence will be required.
- 2 Accidental Death and Dismemberment (AD&D) coverage provides an additional \$100,000 of life insurance if the cause of death is accidental. Benefits are also provided at various levels for different dismemberment injuries. See Section 1(2) of this Regulation for the policy number with 'Manulife' Financial.

PART 7: RETIRED CLERIC BENEFITS

- 1 Each retired Cleric shall participate in the retirees' benefit plan offered through General Synod. This plan is similar to the benefit plan for active Clerics, with the following more notable exceptions:
 - a) There is a \$50,000 lifetime limit on extended health care, excluding drugs;
 - b) The limit on prescription glasses, contact lenses or elective laser surgery is \$100 during any 24 consecutive calendar months;
 - c) Professional medical services such as those listed for active Clerics are limited to \$350 per calendar year;
 - d) There is no dental care;
 - e) There is no life insurance, including no AD&D.

Adopted 17 September 2008
Last Revised 21 April 2010

APPLICATIONS TO THE ANGLICAN FOUNDATION

[The Anglican Foundation](#) exists to nurture the life of the Anglican Church of Canada by fostering growth of all kinds, promoting worship that is accessible, diverse and enriching as well as giving voice to and empowering people and communities to address social justice issues. It affirms the practice of innovation in a constant search for emerging issues and challenges for Anglican parishes and other ministries offering proactive support for innovative initiatives across the Anglican Church of Canada.

The Anglican Foundation partners with the Diocese and the applicant parishes. The following is to be understood by the partners. The purpose of this document is to provide important information for parishes considering an application to the Anglican Foundation.

Required by the Foundation

- Application forms are available directly from the Anglican Foundation or through the Diocese
- The Anglican Foundation meets three times per year, usually in early March, late May and mid-September. Applications must be submitted to the Foundation five weeks prior to the date at which it is to be considered
- Instructions of the Foundation regarding applications should be carefully followed
- In response to applications the Foundation may approve grants or loans
- The Diocese is required to guarantee payment of any loans approved by the Foundation to the applicant parishes
- All applications require approval of the [Diocesan Council](#) and the expressed support of the Diocesan Bishop. Applications submitted must be accompanied by a letter from the Bishop communicating support and a letter from the Secretary of the Synod quoting the exact wording of the resolution of the meeting approving the submission
- Prior to the submission of an application, projects must follow the normal diocesan approval procedures for projects with consideration given to the ability of the applicant to finance the work and granting approval
- The Diocese must consider giving financial assistance to the project

Required by the Diocese

- For the Diocese to fulfill its role in the application process, applicants formally request the approval of the Diocesan Council by submitting a "[Form of Request to make Application to the Anglican Foundation](#)" which is reviewed by the [Finance Committee](#) and referred with its recommendations to Diocesan Council
- The Diocese will be a member of the Foundation making a membership contribution as determined by the Finance Committee
- Applicants will also be members of the Anglican Foundation
- As each diocese is limited in the number of applications each calendar year, the Diocesan Council will normally approve no more than one application for submission to any meeting of the Anglican Foundation

- To assist in the diocesan approval process, parishes considering applications to the Foundation for major planned projects in the year ahead should make that known at the earliest possible date and no later than December 31st of the year previous to the intended application
- Requests to make application for crisis management or maintenance funding will not necessarily be considered to meet the criteria and purposes of the Foundation

Adopted
17 September 2008

Request for Application to the Anglican Foundation

The [Anglican Foundation](#) exists to nurture the life of the Anglican Church of Canada by fostering growth of all kinds, promoting worship that is accessible, diverse and enriching as well as giving voice to and empowering people and communities to address social justice issues. It affirms the practice of innovation in a constant search for emerging issues and challenges for Anglican parishes and other ministries offering proactive support for innovative initiatives across the Anglican Church of Canada.

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Adopted
17 September 2008



Diocese of Fredericton

Anglican Church of Canada
115 Church Street, Fredericton NB E3B 4C8

anglican.nb.ca

Proclaiming the Gospel of Jesus Christ
for the making of disciples

Request to make Application to the Anglican Foundation

The personal information on this form is collected for the purpose of administering the application under the authority of the Diocesan Synod and the Bishop of Fredericton and will be protected. Please refer to the [Diocesan Privacy Policy](#) for more information or contact the Secretary of the Synod. **Your privacy is important.**

Submit in advance not later than 31 December

NOTE: This form facilitates consideration and approvals required of the Diocese regarding applications to the Foundation. This is NOT an [Anglican Foundation Application](#).

APPLICANT

Name	Contact
Address	Address
City/Community	City/Community
Province	Province
Postal	Postal
Telephone	Telephone
E-mail	E-mail

ANGLICAN FOUNDATION

<input type="checkbox"/> Member of the Anglican Foundation	Preferred submission <input type="checkbox"/> January <input type="checkbox"/> April <input type="checkbox"/> September
--	---

PROJECT

The Project has received parish/organization approval <input type="checkbox"/> Yes <input type="checkbox"/> No		Date (dd/mm/yyyy)
Brief Description		
Preliminary Financial Overview		
Revenue	Cost	
Budgeted	Planning	
Cash on hand	Materials	
Bank loan	Professional	
Fund-raising	Other	
Other		
Total	Total	

INTENDED APPLICATION

Application request in the amount of	\$	Loan	Grant
Comments			

SIGNATURE

I certify that the information regarding this request for application is correct and true to the best of my knowledge. The parish/organization understands that the Diocese of Fredericton is required to act as a guarantor on loans made by the Anglican Foundation. I am the designated project contact for the Parish/Organization and submit this request on its behalf.

SIGN HERE	Date signed	Day Month Year
X		

FOR DIOCESAN SYNOD OFFICE USE

The Project has received the approval of			<input type="checkbox"/> Diocesan Property	<input type="checkbox"/> Diocesan Finance	<input type="checkbox"/> The Bishop
Recommendation to Diocesan Council on		Date			
Resolution of Diocesan Council on		Date			
Other notes					

Policy A2 - Proceeds from the Sale of Residential Properties

Background

Parish Corporations in the Diocese of Fredericton are responsible for the provision of housing for incumbents (Regulation 7-3; 1 (1)). The Cathedral or the Diocese may also provide similar housing. Traditionally, such housing has been provided as a Rectory, Deanery, Bishop's Court or other. The minimum standard for Rectories specifically is set out in Regulation 7-3. Regulation 7-3 does not technically apply to the Deanery, Bishop's Court or to other residential accommodations provided to incumbents by Corporations in the Diocese of Fredericton.

Some existing residential properties do not meet, and cannot feasibly be brought up to, the standards set out in Regulation 7-3 standard (Rectories only). Therefore, housing may also be provided to rectors/incumbents through the rental of appropriate facilities or through the provision of a housing allowance. This flexibility allows for the selected housing option to better suit the mutual circumstances of the incumbent and the Corporation. These changed options, and the amalgamation of parishes, have created in some instances, a surplus of owned residential properties within the Diocese.

Policy A-2 was developed in 2010 to ensure that the proceeds from sale of residential properties were invested on behalf of the selling Corporation to ensure continued provision of appropriate housing for rectors/incumbents through rentals, living allowances or the procurement of new housing.

Policy A-2 is hereby amended to allow for utilization of the net proceeds of sales as has actually become the norm, and to make it clear that Policy A-2 applies to all residential housing owned by any Corporation in the Diocese. This amended policy revision reflects the experience gained under the 2010 policy and is designed to accommodate further changing circumstances.

PROCEEDS FROM THE SALE OF RESIDENTIAL PROPERTIES

1. Policy Directive

The net proceeds realized by the sale of a residential property are to be remitted by the selling Corporation to the Diocesan Synod of Fredericton and held for said Corporation. This policy is applicable to all Parish Corporations, the Cathedral Corporation, Diocesan Camps, the Synod and any groups, missions or similar entities thereunder.

2. Net Proceeds

Net proceeds are defined, for the purposes of this policy, as the gross proceeds minus the costs associated with the sale of the property, including:

- Legal and appraisal fees;
- Survey and other costs associated with the securing of a deed;
- Property inspection costs and sales commissions;
- Repairs and other expenses mandated by the Agreement of Purchase and Sale;
- Payout of debits or liens directly associated with the property; and
- Other direct costs associated with closing the sale of the property.

3. Investment of Funds

The net proceeds of the sale of a residential property shall be invested in the Diocesan Consolidated Investment Fund (DCIF) and held in a Residential Property Fund specifically for the applicable Corporation.

4. Surplus Residential Properties

The Corporation may apply to the Finance Committee to have a residential property declared as surplus to the needs of the Corporation. If the residential property is deemed surplus, the net proceeds from the sale may, with the approval of the Bishop, be made available to the Corporation to assist it to fulfill its mission.

5. Use of Income Earned by the Residential Property Fund

The income earned by the Residential Property Fund will be paid to the Corporation.

6. Use of Residential Property Fund Capital

The Corporation may be eligible to withdraw up to 75% of the capital in their Residential Property Fund by applying in writing to the Finance Committee and stating:

- The intended use of the funds in relation to the mission of the Corporation;
- The rationale for the withdrawal including the results of other options;
- The effect of the withdrawal on the provision of housing in the current and future circumstances; and
- The plan for repayment of the funds.

Such withdrawal requires the approval of the Bishop.

7. Policy Coming Into Effect

The revisions in this policy will come into effect upon formal approval by the Diocesan Council and will have no effect on existing agreements related to the proceeds from the sale of residential properties.

Adopted

October 5, 2017

SALE, PURCHASE OR RENOVATION OF PARISH PROPERTY

Sale or Disposition of Property

No parish may sell, give or otherwise dispose of real property without the express consent of the Bishop and the Diocesan Synod (see [The Anglican Church Act, 2003](#) s7(5)). The same limitation applies in cases where a parish desires to mortgage, grant right of way, or otherwise encumber its real property holdings.

Approval of the Bishop and the Synod for such real property transactions may be obtained by application to the Property Sub-Committee, which acts in an advisory capacity to the Bishop of Fredericton. Approval must be obtained prior to finalizing the transaction.

There are two types of sale request the Property Committee will most often receive: a request to sell at a price agreed, or a request to list a property for sale on the market. While the transactions differ slightly the procedure and documentation are essentially the same.

To request sale approval, the parish must submit an application for approval in writing, following the format outlined in [A-3 Appendix A Application For Sale Approval](#).

Requests for lease, right of way, or mortgage approval must also be in writing, following similar guidelines, but will of course involve different documentation.

The Parish is advised to inform their local Archdeacon before making any application to the Property Committee.

New Construction, Purchase, or Renovation

In addition to its activities around the sale or lease of property, the Property Committee also has responsibility for approval of plans for new construction, purchases, or renovation projects undertaken at the parish level.

Parishes are requested to involve the Property Committee from the outset in their planning regarding changes to their facilities, certainly and at least prior to the acceptance or approval of these plans at the parish level. It is important the Committee be consulted so that it may have an objective input at the conceptual level, before any expenditure is made for architectural drawings or any commitment made to purchase.

The Committee reviews all plans on behalf of the Bishop, in order that he can be kept aware of such plans and offer his approval. The review is from two perspectives:

First, is the review from an aesthetic and design standpoint, which will depend largely on the degree of professional input in the drafting of final plans. This

review will center on accessibility, space, building specifications, adherence to rectory standards (if applicable) and the like.

Second, is a review from a financial perspective, which is a determination of whether the project is financially viable and within the resources of the Parish and the People. The Parish is to provide a detailed financial plan including cost estimates, funds on hand, anticipated financial support from parishioners and other sources, and debt financing. Cash flow projections are needed in terms the period of construction, and in terms of any longer term financing.

Any applications for approval should be submitted to the Property Committee via the Synod Office:

The Diocesan Synod of Fredericton
Attention: Property Committee
115 Church Street
Fredericton NB E3B 4C8

In the event the Parish is planning to purchase an existing facility i.e. rectory, then the floor plan must be reviewed by the Property Committee and the property is to be inspected by the territorial Archdeacon to ensure that it complies with diocesan rectory standards (see [Regulation 7-3 Housing Standards and Moving](#)).

The Parish is to inform the territorial Archdeacon before making any application to the Property Committee.

Adopted
September 2003

OBTAINING FINANCIAL ASSISTANCE FROM THE DIOCESE

It must first of all be noted that "Financial Assistance" in this section refers to requests from parishes for assistance with respect to capital or repair works. Grants in support of ministry (Mission Grants) are detailed in Section A6.

Secondly, and more important, at the time of writing there was little in the way of funding available in support of parish capital or repair work. The Diocesan Development (Advance) Fund has been depleted to the point where there are only minor amounts left for distribution.

Diocesan Loans to Parishes

In 1993 the Diocese ceased its former practice of making low interest loans available to parishes. This was due to cash flow difficulties. Parishes requiring loan financing, must approach banking institutions in that regard.

Diocesan Approval Required

Any loan which is backed or secured by a mortgage on church property (Church, rectory, hall, land) must be approved by the Diocese and the Bishop. The documentation for such loans will require the signature and seal of the Bishop and the Diocese

Diocesan Grants

There may be times when grants can be made available from the limited resources mentioned earlier in this Section. To apply, parishes should submit a written request outlining:

- a) the need;
- b) the cost of the work being done;
- c) the amount of funding available locally from all sources;
- d) whether it has been a decision of vestry to make the application; and
- e) whether the work being done has received the approval of the Property Sub-Committee of the Finance Committee (see [A-3 Sale, Purchase or Renovation of Parish Property](#)).

Since these applications are reviewed by the Board of Finance, it may take some time for a decision to be made.

Adopted
July 1999

ARCHIVAL RECORDS

Refer to [Canon One](#) s.1 for the definition of “a record” and to [Canon Five](#), s. 3(2) for requirements pertaining to the transfer of records to the Diocesan Archives.

Guidelines:

Records created by Anglican parishes and the congregation of Christ Church Cathedral which should be considered “archival:”

1. Corporation/vestry minutes and records
 - deeds and consecrations
 - financial records and statements
 - correspondence
 - liability / insurance policies (current AND expired)
 - Vestry Books (service registers)
 - registers
 - Baptism, Confirmation,
 - Marriage, Burial
 - building inventories
2. Organizations / committees / groups
 - Anglican Church Women
 - mens groups
 - guilds
 - sanctuary/chancel/altar guild
 - choir
3. Books prepared by parishes / congregations
4. Church / Sunday School records
5. Gifts to the Church - memorials, trusts, wills
6. Annual Reports (including vestry and officers of the corporation throughout the year)
7. Maps
8. Building plans and drawings
9. Cemeteries (maps, histories, plans)
10. Parish / congregation histories
11. Photographs
12. Clippings and scrapbooks
13. Diocesan camps
14. Bulletins (special commemorative services and events)
15. Clergy – biographies, diaries, special sermons, obituaries

Church records in the Diocese of Fredericton should be forwarded to:

The Diocesan Archives
c/o Provincial Archives of New Brunswick
PO Box 6000, 23 Dineen Drive, UNB Campus
Fredericton, NB E3B 5H1
(506) 453- 2122

or to

The Diocesan Synod of Fredericton
Attention: Diocesan Archivist
115 Church Street, Fredericton NB E3B 4C8
(506) 459-1801

Updated
27 November 2012

OUTSTANDING PARISH SUPPORT

General

In the Anglican tradition, the diocese is the primary unit of the Church. We are a church episcopally lead and synodically governed and look to our bishop(s) as a symbol of the unity we experience as a family of God. The Diocese of Fredericton is a local expression of that one Anglican family of God. Its parishes care about one another and support each other because we understand that together we are stronger than we are as individual, congregational expressions of that same church family. The Diocese is the collection of those parishes and creates an environment in which support of one another is possible and encouraged. Supports and services both temporal and spiritual that can be more effectively realized together we see as “diocesan expenses.” By sharing in the responsibility we are able to assist one another in a diocesan family unit. While the Diocese (the collection of its parishes) is eager to provide assistance when needed, each parish has an obligation to everything possible to engage the local mission while at the same time taking seriously its responsibility to the other parishes in the diocesan family – the Diocese of Fredericton. The financial aspect of that responsibility to support one another is referred to as “Parish Support of the Diocesan Shared Ministry Budget.”

The Diocese recognizes that from time to time and, possibly for good reason, a parish may not be able to meet its obligations to the Diocese (its sister parishes). In such cases, the Diocese carries an unpaid amount owed by the Parish for two years, after which the amount owing, with the exception of employment-related arrears, is “written-off.” This “write-off” assumes the Parish makes a special effort to “become and remain current” in its budget support payments. Parishes which subsequently find themselves in a better financial situation are encouraged to overpay their current Shared Ministry Budget Support to cover the amount previously in arrears to, and written-off by, the Diocese.

While the Diocese may “write-off “ or forgive some or all of a parish’s Support of the Shared Ministry Budget (ie. debt more than two years old) the first priority is to support parishes in efforts to secure sufficient funds so as to realize financial stability. There are various ways the Diocese provides this support: leadership in strong stewardship initiatives implemented at the parish level; the provision of a team led by a territorial Archdeacon to support and give direction to parishes which cannot meet their financial obligations or, counsel and support directly from members of the Diocesan Finance Committee assigned when necessary.

If after three years of not being able to meet financial obligations to the Diocese the Bishop will consider a report, with recommendations, from the territorial Archdeacon concerning the viability of the parish and the type of ministry that can or should be provided in it.

Specific Steps

1. Very early in each new year the Diocesan Treasurer will identify to the appropriate territorial Archdeacon(s) and the Finance Committee those parishes which have not paid the annual Support of the Shared Ministry Budget for two consecutive years, and those parishes in arrears on employment-related assessments (stipend, pension, health benefits, etc.)
2. The Treasurer and Finance Committee Chair will write a letter to each parish outlining the steps to follow according to this policy and, specifically request that the vestry/parish corporation respond by telling the Diocese (through the Archdeacon) what they think caused the Parish to be in arrears and what they believe should be done to rectify the situation.
3. If it is deemed necessary and, depending on the response from the Parish, the territorial Archdeacon may convene a Support Team of about four individuals, including at least one lay person, a priest (both of whom shall be from outside the parish) and the Diocesan Treasurer, to help the Parish look at probable causes and possible solutions. In such cases, the Diocesan Treasurer, in co-operation with the Parish Treasurer and Church Wardens, will prepare a package of information (recent financial statements, number of identifiable givers, average giving, etc.) for the Support Team and the Corporation to use as a basis for discussion. The Archdeacon and the Support Team will meet with the Parish Corporation to help them address the reasons for the financial shortfall and what might be done to “turn things around.”
4. The Parish Corporation will prepare and submit to the Archdeacon an action plan which includes specific steps to be taken by the Parish, beginning immediately, to ensure Parish Support of the Diocesan Shared Ministry Budget can and will be paid in future. The Archdeacon will table this report with the Finance Committee no later than April 30.
5. By the end of June, the Parish Corporation will submit a progress report to the Archdeacon and may, if necessary, request further help from the Support Team.
6. If the Parish has not been able to meet its commitment to the Shared Ministry Budget by the end of that year (ie. for the 3rd consecutive year), the Archdeacon will prepare a report with recommendations for consideration by the Bishop. This report will reference the reasons why the Parish is not able to meet its financial obligations and what can or should be done in order to avoid continued deficits by the Parish.

Important Note: If the Parish falls behind in employment-related assessment payments, the above procedures will be put into place immediately. (See also [Regulation 7-2 Schedule F - Parish Payroll Arrears](#))

Adopted 23 January 2013

MANDATORY PRE-AUTHORIZED DEBIT (PAD) FOR PARISH EMPLOYMENT ASSESSMENT

Background: Diocesan policy requires that all clergy appointed to stipendiary parish ministries be paid via the Central Payroll System administered at the Synod Office. Many parishes also use the payroll system for lay employees.

It is the responsibility of Synod Office Staff to process payroll ensuring that:

- earnings are in accordance with parish instructions
- withholdings correctly reflect legal requirements and/or employee instructions
- employment related remittances are processed in a timely manner
- parishes are informed of their monthly cost obligations
- follow up is carried out in respect of non-payment of those obligations

It is the responsibility of the employing parishes to:

- provide stipend and/or salary information within established timelines
- inform Synod Staff of any changes to employee earnings, withholdings or status
- honor their funding obligations in full, on a monthly basis

General Information: The components of the Employment Assessment include stipend or salary, allowances, employer EI/CPP charges, employer premiums for pension, benefits, LTD, and continuing education plans as well as an assessment for the travel pool where applicable. Payroll is run semi-monthly (on the 15th and 30th) and the Employment Assessment is due by the 22nd of each month. The total of employment obligation for all parishes is approximately \$380,000 monthly.

The Issue Being Addressed: The Employment Assessment typically runs in arrears at a rate of 10% - 12% (6- 10 parishes and \$35,000 - \$50,000).

Direct debit processing will operate under the following framework:

- the debit will be processed on the 25th of each month
- parishes will have no less than 3 business days before that date, to inform Synod Office of any need to reduce the debit amount due to shortage of funds and/or to inform as to when the rest of the payment will be made.

In the event of rejected payments:

- parish will be contacted to determine cause
- arrangements will be made for a full or partial debit within 5 business days
- if second attempt fails, amount will be added to the next debit run on the 26th
- a surcharge of \$20 may be applied

The near constant level of Employment Assessment arrears, requires the Diocese to serve as a lender, covering the cost while awaiting payment from the parish(es). The direct debit system has the potential to greatly reduce arrears,

especially with the possibility of partial payment. Moreover the process serves to underscore the notion of parish accountability and fiscal responsibility.

Comes into effect 01 September 2011

by Diocesan Finance Committee
05 April 2011

MINIMUM INSURANCE STANDARDS

The following is an outline of the basic minimum insurance coverages required by the Diocesan Synod of Fredericton:

Property Insurance - Building, all fixed assets, stained glass, pipe organ and all movable contents

Limit of Liability - As per individual Declaration Certificate

All Risk

Replacement Cost

90% Co-Insurance

Sewer Backup

Electronic Data Processing Equipment\$ 25,000

Extra Expense\$ 100,000

Pollutant Clean up & Removal\$ 250,000

Flood coverage

Earthquake coverage

Equipment Breakdown

All Risk

Loss of Income

Loss of Religious Institution Income\$ 100,000

Crime

Employee Dishonesty\$ 50,000

Inside/Outside Holdup coverage\$ 25,000

Money Orders and Counterfeit Currency\$ 25,000

Depositors Forgery\$ 25,000

Credit Card Fraud\$ 25,000

Audit Expenses\$ 25,000

Comprehensive General Liability (per occurrence)

Commercial General Liability\$5,000,000

Pastoral Counseling Services\$5,000,000

Non-Owned Automobile\$5,000,000

Physical & Sexual Abuse	\$2,000,000 per occurrence*
.....	and \$5,000,000 aggregate
Defense Cost	\$ 50,000
Employers Liability	\$5,000,000 per occurrence
Employee Benefit Errors and Omissions	\$2,000,000 per claim
.....	and in the aggregate annually
Medical Payments	\$ 25,000 per person
Tenant's Legal Liability	\$5,000,000
Pollution Liability Coverage	\$2,000,000
SEF 94 - All Perils	\$ 50,000

Adopted 09 November 2005
Updated 19 November 2015

[Addendum 1](#) Discretion in Respect of Replacement Cost Coverage for Building and Contents

[Addendum 2](#) Requirement for Compliance with Established Minimum Standards

Insurance Glossary

Replacement Cost: Valuation of property according to the cost of replacing it with property of a like kind and quality; cost to replace property at its current price with no deduction for depreciation.

All Risk: Coverage against loss or damage from all perils except those specifically excluded.

Water Exclusion clause: A provision in most property insurance policies excludes loss resulting from flood, backup of sewers or drains this coverage can and should be purchased or included back into your policy through sewer backup coverage which provides coverage for water that backs up through sewers or drains or that overflows from a sump.

Extra Expense: Property insurance coverage for necessary additional expenses of continuing business operations after damage to insured premises from a covered cause of loss; the reasonable cost of expediting repairs up to sub-limit, reasonable costs could include overtime and the extra cost of express or any other rapid means of transportation.

Pollution Clean-up & Removal: The expense incurred to extract "pollutants" from land or water at the Insured's premises, if the release, discharge or dispersal of the

* Per Occurrence, not Claim made basis

"pollutants" is the result of a peril insured against under this form. "Pollutants" means any solid, liquid gaseous or thermal irritant or contamination, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Equipment Breakdown: Almost every type of commercial establishment can experience an electrical or mechanical failure. These losses are not normally covered under your property policy. Electrical, mechanical, pressure and other forms of equipment are essential for the operation of most businesses. Electrical panels and cables, computer control equipment, telephone, processing, heating and air conditioning systems can be found in most risks. However, accidents such as mechanical breakdown, electrical arcing, power surge, rupture, cracking and explosion are specifically excluded under a property policy.

Loss of Religious Income: Actual loss of religious institution income that results if any real or personal property on the premises of the religious institution is damaged or destroyed by a peril insured against. This could include the reduction in any receipts normally received by the religious institution, revenues from collections, contributions, tuition from Sunday school, nursery school and day care centre.

Employee Dishonesty: The loss of money, securities and other property used by your religious institution due to dishonesty or fraud by religious institution members. Religious institution members includes clergy and other religious leaders of your religious institution, your religious institution officials, employees and volunteers.

Addendum 1

Discretion in Respect of Replacement Cost Coverage for Building and Contents

The minimum standards set out above have been developed for those cases where the assets of the parish corporation require full insurance protection. That is to say the building(s) and contents are integral to the ministry of the parish and would be replaced if destroyed or in the event of significant damage.

The standards do not impose upon parish corporations, a requirement that all buildings must be insured to full value. A corporation may in fact decide that certain of its buildings would be considered redundant to the long term ministry needs of the parish. In situations where it is unlikely that a building would be re-built if destroyed, it may not be necessary or fiscally responsible to insure that building to full replacement value. In those cases the corporation should consult with their insurance advisor to determine alternate courses of action and classes of coverage that may be available under the circumstances.

Another area that will need to be carefully considered in assessing insurance needs is that of buildings with extraordinary values. Sometimes appraised replacement values can, if fully insured, lead to premiums that could impose financial hardship on the corporation, to the point where the parish is “insurance poor.” Again, in cases such as this it is important that corporations work closely with their insurance advisor to determine what alternatives may be available.

It must be noted that any decision by the corporation to not insure, or to under-insure, any of its building and contents will lead to:

- a) a higher premium rate per insured dollar, and
- b) an assumption of risk on the part of corporation for uninsured losses. That is, should a loss occur where the damage cost exceeds the limit of coverage, the corporation will be responsible for the shortfall.

NOTE: This policy addendum provides for a degree of discretion with respect to the property and contents coverage. However, the standards and minimum requirements in respect of coverage for Comprehensive General Liability, Crime and Loss of Income, require adherence.

Addendum 2

Requirement for Compliance with Established Minimum Standards

Resolution of the 129th Session of the Diocesan Synod:

That this Synod direct Diocesan Council to continue to develop the Diocesan Group Property and Liability Insurance Program and that specific steps be taken

to ensure parishes not in compliance with the established minimum standards for coverage, be required to comply by participating in the group program.

The Diocesan Insurance Advisor will undertake to review the insurance policies of those parishes not participating in the Group Insurance Program and will point out to the corporation any areas of coverage that are not in compliance with the minimum standards. It will then be the responsibility of the corporation to address those areas in light of the above noted Synod motion.

Adopted 31 May 2008

RESPONSIBILITIES OF A MEMBER OF SYNOD

Lay Delegates to Diocesan Synod elected by parishes have responsibilities to the Diocese and to the parish until they are replaced at a subsequent annual meeting of parishioners according to [the Constitution](#), s. 4. All Clergy licensed in the Diocese are members of Synod.

- (1) Lay delegates, although elected by the parish, are “members” of Diocesan Synod and responsible to it when in session.
- (2) Synod members, when Synod is in session, act and vote as members according to their conscience and Christian understanding.
- (3) Synod members have the responsibility of reporting and explaining the action of Synod in a positive way at the parish level.
- (4) Synod members need to be familiar with the life of the Church at the parish level to guide their discussion at Synod and on committees at Synod, and be familiar with the structures of the Diocese so as to facilitate understanding at the local level.
- (5) Prior to any meeting of Synod, synod delegates will familiarize themselves with the agenda and any material pertaining to the said Synod.
- (6) Synod members should give leadership and accept election and/or appointment to Diocesan committees.
- (7) Synod members shall attend Archdeaconry Greater Chapter meetings when called by the Archdeacon.
- (8) Synod members are expected to promote the work of the Church at the parish, diocesan, and national level, as well as overseas.
- (9) Synod members ought to promote the actions of Synod, once decided upon, whether or not they voted in favour.

Adopted
27 January 2007

MISCONDUCT

PURPOSE

1 The purpose of this Policy is to protect all members of the Church community and, in particular, children, youth, and vulnerable adults, from misconduct in a Church setting.

DEFINITIONS

2 Definitions for terms used in this policy may be found in Part 1 of Regulation 4-4: Diocesan Safe Church. In the context of the Safe Church Regulation, the definition of “misconduct” is as follows:

“unacceptable behavior, abuse or maltreatment that includes physical or sexual assault, bullying, harassment and/or economic, emotional, physical or sexual misconduct, and for the purposes of this Regulation, includes any discriminatory practices described in the [Part 1 \(Proscribed Discrimination\)](#) of the Canadian Human Rights Act or the [New Brunswick Human Rights Act](#).”

PRINCIPLES

- 3(1) The Diocese shall provide a safe environment for its clergy and lay persons;
- 3(2) The Diocese shall protect the safety and well-being of a Complainant, Respondent and other affected persons.
- 3(3) A complaint shall be taken seriously and shall be investigated as quickly as is reasonably possible.
- 3(4) The Diocese shall provide pastoral care to all affected by an allegation of misconduct under this Policy.
- 3(5) Confidentiality shall be respected.
- 3(6) A Complainant shall prove that s/he has been subject to misconduct, and a Respondent is deemed to be innocent until proven otherwise.
- 3(7) A Respondent and a Complainant have the right to be represented by legal counsel or another representative of their own choice.
- 3(8) No person shall interfere with a criminal, civil or administrative investigation;

- 3(9) The Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation, a Diocesan Camp or a Church Leader shall immediately report an incident of sexual assault or abuse of a child, youth or vulnerable adult to the Minister of Social Development under the N.B. Family Services Act [see Chapter F-2.2, Part III, *Protection Services*: <http://www.gnb.ca/0062/PDF-acts/f-02-2.pdf>], and to the responsible policing authority;
- 3(10) No person shall knowingly make a false or vexatious complaint.
- 3(11) A person whose role is identified within this policy and who fails to implement this policy appropriate to his/her responsibility shall be subject to disciplinary action(s) as established by the Diocesan Synod, which could include an oral or written reprimand, suspension with or without terms or dismissal.

PREVENTION

- 4 The Diocesan Synod, the Corporation of the Cathedral of Christ Church, each Parish Corporation and each Diocesan Camp shall ensure that each Leader receives both initial training and periodic refresher training on this policy.

ADMINISTRATION

Diocesan Misconduct Complaints Officer

- 5(1) The Diocesan Council shall appoint a Diocesan Misconduct Complaints Officer.
- 5(2) The term of service of the Diocesan Misconduct Complaints Officer is at the pleasure of the Bishop.
- 5(3) The Diocesan Misconduct Complaints Officer shall report to the Diocesan Council.
- 5(4) The Diocesan Misconduct Complaints Officer shall be responsible for the specific functions assigned to him or her under this policy and for the general administration of this policy.
- 5(5) The Diocesan Council may appoint an Assistant Diocesan Misconduct Complaints Officer.
- 5(6) The Assistant Diocesan Misconduct Complaints Officer shall assist the Diocesan Misconduct Complaints Officer, and shall act in case of the absence or incapacity of the Diocesan Misconduct Complaints Officer, when the office of the Diocesan Misconduct Complaints Officer is vacant or for any sufficient reason, as when the complaint arises in

the Diocesan Misconduct Complaints Officer's own parish or there is a similar conflict of interest.

Diocesan Misconduct Committee

- 6(1) The Diocesan Council, in consultation with the Bishop, shall appoint a Diocesan Misconduct Committee (hereinafter referred to as "the Committee" comprising two clergy and two lay members.
- 6(2) The Diocesan Council, in consultation with the Bishop, shall designate the Chair of the Committee.
- 6(3) The term of service of the Chair of the Committee is at the pleasure of the Bishop.
- 6(4) The Committee shall be responsible for the investigation of all major complaints.

Pools of Investigators and Mediators

- 7(1) The Diocesan Council, as advised by the Chancellor, shall appoint triennially a Pool of Investigators and a Pool of Mediators; the composition of each pool shall take account of experience, training and regional representation.
- 7(2) The Pool of Investigators shall consist of a minimum of three persons.
- 7(3) The Pool of Mediators shall consist of a minimum of three persons.
- 8 The Committee may enlist the assistance of one or more Investigators and/or Mediators.

MAKING A COMPLAINT

- 9(1) A minor complaint shall be submitted either orally or in writing to the Leader.
- 9(2) A major complaint shall be submitted in writing to the Leader and the Diocesan Misconduct Complaints Officer by completing Appendix 1 (Diocesan Misconduct Complaint Form).
- 9(3) A written complaint, whether minor or major, shall be submitted to the Diocesan Misconduct Complaints Officer within twelve months after the alleged misconduct event took place.
- 9(4) The Committee may extend, at its sole discretion, the time limit given in s. 9(3) for the filing of a written, major complaint.

- 10 The Diocese, Corporation of the Cathedral of Christ Church, a Parish Corporation, a Diocesan Camp and any other party to a complaint under this Policy shall comply with the procedure set out in Appendix 2 (Complaint Procedure).
- 11 A Complaint shall be tracked by the Diocesan Misconduct Complaints Officer as set out in Appendix 3 (Tracking a Misconduct Complaint Form).
- 12 A third party who, honestly and in good faith, believes there has been a violation under this Policy, may bring the matter to the attention of a Leader or the Diocesan Misconduct Complaints Officer, and encourage the potential Complainant to make a complaint.
- 13 The parties to a complaint may engage in mediation at any time in a proceeding, as per s. 20 (Mediation), except when the alleged misconduct is subject to s. 3(9).

DECISION AND RESOLUTION

- 14 The Diocesan Misconduct Complaints Officer shall, within twenty-one days of the receipt of the Investigation Report, make a finding on whether the complaint is substantiated or not, or if appropriate refer it to mediation (as per s. 20).
- 15(1) If the Diocesan Misconduct Complaints Officer determines a complaint has been substantiated; s/he may impose a penalty on the Respondent, or may refer the matter to the Minister of Social Development, the responsible policing authority or another external authority.
- 15(2) Following receipt of the Investigation Report or the failure of mediation, the Diocesan Misconduct Complaints Officer may dismiss the complaint or impose a penalty, including:
 - a) Oral reprimand;
 - b) Written reprimand;
 - c) Suspension with or without terms;
 - d) Recommendation to the Bishop that a Cleric or a layperson in a leadership role be dismissed from a Clerical position, lay employment, or a volunteer position.
- 15(3) The Diocesan Misconduct Complaints Officer shall give a written decision, with reasons, on the discipline to be invoked and shall provide a copy to the Complainant, Respondent and the Bishop.
- 15(4) If a complaint is found to be false or malicious, discipline under this Policy may be imposed on the Complainant.
- 16(1) A party may appeal the decision of the Diocesan Misconduct Complaints Officer as per s. 15(3), in a written submission to the Bishop within thirty days.

- 16(2) The Bishop shall make a decision on the appeal (as per s. 16(1)) within sixty days.
- 17(1) The Bishop shall revoke the license of a Cleric found guilty of the sexual assault of a child, youth, or vulnerable adult in a criminal proceeding.
- 17(2) Any layperson, employee or volunteer found guilty of sexual assault of a child, youth, or vulnerable adult in a criminal proceeding shall be dismissed from employment and/or removed as a volunteer with the Church.
- 18(1) If a Respondent is found to be in violation of the Misconduct Policy specifically, or the Safe Church Regulation in general, then the Respondent shall complete full-scope training on both the Misconduct Policy and the Safe Church Regulation.
- 18(2) A Respondent subject to s. 18(1) may not participate or work, in any capacity, in another Church activity, event or program anywhere within the Diocese of Fredericton until the training specified in s. 18(1) has been completed to the satisfaction of the Diocesan Misconduct Complaints Officer.
- 18(3) The Diocesan Misconduct Complaints Officer, in co-operation with the Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp, and after consultation with the Bishop, shall decide if a guilty Respondent, who has completed the training to a satisfactory level pursuant to s. 18(2), may again participate or work, in any capacity, in a Church activity, event or program that involves either a child, youth and/or vulnerable adult in the Diocesan Synod, the Corporation of the Cathedral of Christ Church, any Parish Corporation, and/or a Diocesan Camp.
- 18(4) The Diocesan Misconduct Complaints Officer shall issue a written decision on the eligibility of a guilty Respondent (as per s. 18(3)) within sixty (60) days of receiving a request for Reinstatement of Privilege from the Respondent, the Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp.
- 18(5) The decision of the Diocesan Misconduct Complaints Officer as per s. 18(4) shall be final and not appealable.
- 19 In response to a request for a reference check in relation to employment or work, the Bishop shall disclose information relating to:
- a) Any disciplinary action taken under s. 15(2) (b), (c) or (d), or s. 18(2), and;
 - b) A decision in any criminal, civil or administrative proceeding in relation to the same matter of the complaint.

MEDIATION

- 20(1) The parties to a complaint may engage in mediation at any time in a proceeding by executing the Mediation Agreement set out in Appendix 4, except when the alleged misconduct is subject to s. 3(9).
- 20(2) The Diocesan Synod, Corporation of the Cathedral of Christ Church, a Parish Corporation, or a Diocesan Camp, as applicable, shall be responsible for the costs of mediation, including the Mediator, with the exception that the Complainant and the Respondent shall each be responsible for their own legal, administrative or other related expenses.
- 20(3) If the matter is referred to mediation, neither the Diocesan Misconduct Complaints Officer nor the parties shall take any further action.
- 20(4) The mediation process shall be completed within sixty days.
- 20(5) If mediation fails, the parties shall resume the investigative and/or decision-making process.

PASTORAL CARE AND COUNSELING

- 21(1) The Committee shall, without delay, offer pastoral care and counseling assistance to the Complainant, the Respondent, and their families.
- 21(2) Where appropriate, the Bishop may direct and provide resources for pastoral care and counseling services to the affected Church community.
- 21(3) Notwithstanding s. 21(1) and 21(2), no person who is a party to, or a witness in, the proceeding of a major complaint investigation shall provide pastoral care or counseling services to any of the parties affected by the allegation of misconduct.

CONFIDENTIALITY

- 22(1) Except when otherwise required by law, all proceedings under this Policy shall be confidential.
- 22(2) Except when otherwise required by law, all documents that form part of a proceeding under this Policy shall be confidential.
- 22(3) Notwithstanding s. 22(1) and 22(2), the Bishop may, after consultation with the Diocesan Misconduct Complaints Officer and the Diocesan Chancellor, require that proceedings be held in public, and/or that details of the complaint and/or a document be disclosed to the public.

EXTERNAL COMMUNICATIONS

External Authorities

- 23(1) The Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation and/or a Diocesan Camp shall co-operate and share information relating to a complaint with an external investigating authority, including the NB Minister of Social Development, a police authority, the Canadian or New Brunswick Human Rights Commission or other body.
- 23(2) The Diocesan Misconduct Complaints Officer shall, on written request, make a report of the incident(s) to an external investigating authority, as per s 23(1).

Media and the Public

- 24(1) The Diocesan Misconduct Complaints Officer shall be the sole media spokesperson for the Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp in relation to any matter under this Policy, unless directed otherwise by the Bishop.
- 24(2) The Diocesan Communications Officer shall assist in the preparation of all media announcements under this Policy.
- 24(3) The names of the alleged Complainant(s), Respondent(s), other witnesses or third parties shall remain confidential unless the Bishop, upon consultation by the Diocesan Misconduct Complaints Officer, determines that some of or all such information should be disclosed in accordance with s. 22 (Confidentiality).

RECORDS MANAGEMENT

- 25(1) The Diocesan Misconduct Complaints Officer shall, in accordance with the Diocesan Privacy Policy, retain in a central and secure location all records for a minimum of thirty-five years, including but not limited to:
- a) All summaries of minor complaint settlements.
 - b) All major complaints;
 - c) Findings, recommendations, and reports of the Committee;
 - d) Findings, recommendations, and reports of the Investigator(s)
 - e) Information made available by a Mediator to the Diocesan Misconduct Complaints Officer or the Committee;
 - f) All written decisions and other communications by the Diocesan Misconduct Complaints Officer and/or the Bishop.
 - g) All communications by the Diocesan Synod, Corporation of Christ Church Cathedral, a Parish Corporation or a Diocesan Camp relating to a complaint under this Policy.

- 25(2) At the conclusion of the time limit specified in s. 25(1) hereof, the Diocesan Synod, the Corporation of the Cathedral of Christ Church, each Parish Corporation or Diocesan Camp shall transfer the record(s) to the Diocesan Archivist in accordance with Canon Five.

POLICY REVIEW AND AUDIT

- 26 The Diocesan Misconduct Complaints Officer shall present a report at each regular meeting of the Synod, which shall include:
- a) Statistics on the number of complaints made under this Policy since the last report;
 - b) The number of complaints resolved and in what manner they were resolved, and;
 - c) Recommendations, if any, for changes to this Policy.
- 27(1) The Diocesan Council shall ensure that an audit of the processes under this Policy is undertaken at least once every three years.
- 27(2) The Diocesan Council, through the Diocesan Human Resources Committee, shall review this Policy at least once every three- years.

Adopted
4 October 2014
Revised
5 October 2017

MISCONDUCT

Appendix 1 – Diocesan Misconduct Complaint Form

Please use a pen, not a pencil. Be sure to complete Sections A through I, inclusive of the form. Contact the Diocesan Misconduct Complaints Officer or the Leader of the event, activity or program if you need any assistance to complete the form. Submit the completed form to either the Diocesan Misconduct Complaints Officer or the Leader. Please sign and date each page of the form, and each additional page that you may attach.

Timeline to Submit Your Complaint:

The Diocesan Misconduct Complaints Officer must receive your complaint within twelve months after the alleged misconduct event took place.

SECTION A: Complainant's Name and Age

A1: Name of Complainant (Please print):			
Street or Mailing Address:			
Town/City and Province	Postal Code	Email Address (if known)	Telephone or Cellular Phone Number (include area code)

A2: _____
Birthdate (yyyy/mm/dd)

Complainant's Signature

Date (yyyy/mm/dd)

Page ____ of ____ pages

SECTION B – Who are your complaining about? (The Respondent)

B1: Name of person (Please print):			
Street or Mailing Address:			
Town/City and Province	Postal Code	Email Address (if known)	Telephone or Cellular Phone Number (include area code)

Additional Respondent(s)

(2)

B2: Name of person (Please print):			
Street or Mailing Address:			
Town/City and Province	Postal Code	Email Address (if known)	Telephone or Cellular Phone Number (include area code)

(3)

B3: Name of person (Please print):			
Street or Mailing Address:			
Town/City and Province	Postal Code	Email Address (if known)	Telephone or Cellular Phone Number (include area code)

_____ Page ____ of ____ pages
Complainant's Signature Date (yyyy/mm/dd)

SECTION C – Identify the Leader(s) and the Church activity, event or program where the alleged misconduct took place.

“Leader” means a leadership role in an activity, event or program by a lay person or religious leader in which s/he has authority for the delivery of the activity, event or program.

<p>C1: Name of Leader (1), (Please print):</p> <p>Telephone or Cellular Number (Include area code):</p> <p>Email Address:</p>
<p>Name of Co-Leader (2), (Please print):</p> <p>Telephone or Cellular Number (Include area code):</p> <p>Email Address:</p>
<p>Name of Co-Leader (3), (Please print):</p> <p>Telephone or Cellular Number (Include area code):</p> <p>Email Address:</p>
<p>Name of the Church Event, Activity or Program where the alleged misconduct took place:</p>
<p>Location of the Church Event, Activity or Program where the alleged misconduct took place:</p> <p>Street Address (Please Print): _____</p> <p>Town/City: _____</p> <p>Province: _____ Postal Code: _____</p> <p>Telephone Number (include area code): _____</p>

Complainant's Signature

Date (yyyy/mm/dd)

Page ____ of ____ pages

SECTION D – Identify the Type of Alleged Misconduct

D1: Definition of Misconduct:

“misconduct” means unacceptable behaviour, abuse or maltreatment that includes physical or sexual assault, bullying, harassment and/or economic, emotional, physical or sexual misconduct, and for the purposes of this Regulation, includes any discriminatory practices described in the [Part 1 \(Proscribed Discrimination\)](#) of the Canadian Human Rights Act or the New Brunswick Human Rights Act.

D2: Burden of Proof and Presumed Innocent:

In accordance with s. 3(6) of the Diocesan Misconduct Policy, a Complainant shall prove that s/he has been subject to misconduct, and a Respondent is deemed to be innocent until proven otherwise.

D3: Check off one or more boxes that you believe represents a true and accurate account of the type of misconduct:

- | | |
|--|--|
| <input type="checkbox"/> Physical assault | <input type="checkbox"/> Sexual assault |
| <input type="checkbox"/> Bullying (Physical, Emotional, Psychological) | <input type="checkbox"/> Harassment (Physical or Sexual) |
| <input type="checkbox"/> Economic misconduct | <input type="checkbox"/> Emotional misconduct |
| <input type="checkbox"/> Physical misconduct | <input type="checkbox"/> Sexual misconduct |

Note: Definitions for each type of misconduct are provided in Part 1 of the Safe Church Regulation (Definitions of Terms).

- ☐ Discriminatory practice (Check off one or more boxes that apply)
- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Race | <input type="checkbox"/> Ancestry | <input type="checkbox"/> National Origin | <input type="checkbox"/> Place of Origin |
| <input type="checkbox"/> Colour | <input type="checkbox"/> Religion | <input type="checkbox"/> Marital Status | <input type="checkbox"/> Mental Disability |
| <input type="checkbox"/> Age | <input type="checkbox"/> Sex | <input type="checkbox"/> Sexual Orientation | <input type="checkbox"/> Physical Disability |
| <input type="checkbox"/> Political Belief | <input type="checkbox"/> Social Condition | <input type="checkbox"/> Employment Status | <input type="checkbox"/> Voluntary Status |
| <input type="checkbox"/> Family Status | <input type="checkbox"/> Gender Identity or Expression | | |

Complainant's Signature

Date (yyyy/mm/dd)

Page ____ of ____ pages

SECTION E – When did the alleged misconduct occur? If more than one occurrence, identify the dates of the first and the most recent occurrence. If there were more than three occurrences of misconduct, please state in Section E4 below the date of each additional occurrence to the best of your knowledge. Attached another page if more space is required; please remember to sign, date and number each additional page.

E1: Misconduct Event #1 Date: _____ (First Occurrence)
(yyyy/mm/dd)

E2: Misconduct Event #2 Date: _____
(yyyy/mm/dd)

E3: Misconduct Event #3 Date: _____ (Most Recent Occurrence)
(yyyy/mm/dd)

E4: Additional comments:

Complainant's Signature

Date (yyyy/mm/dd)

Page ____ of ____ pages

7

7

No

(yyyy/mm/dd)

(yyyy/mm/dd)

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Page _____ of _____ pages

[illegible]

Complainant's Signature

Date (yyyy/mm/dd)

Page ____ of ____ pages

[illegible]

Complainant's Signature _____ Date (yyyy/mm/dd) _____ Page _____ of _____ pages

[illegible]

Complainant's Signature _____ Date (yyyy/mm/dd) _____ Page _____ of _____ pages

SECTION I - Complainant's Declarations and Understandings. Read the following four statements. Sign and date after each statement. If the Complainant is a child or youth, then the parent or guardian shall sign below each statement as well.

I1: I am making a complaint under the Diocesan Safe Church Regulation – Diocesan Misconduct Policy. I declare the information I have provided on this form to be true and accurate to the best of my knowledge and belief.

Complainant's Signature

Date (yyyy/mm/dd)

Complainant's Parent or Guardian Signature
(If the Complainant is a child)

Date (yyyy/mm/dd)

I2: I understand that if my complaint is accepted by the Diocesan Misconduct Complaints Officer, then a copy of the accepted complaint will be sent to the Respondent(s):

Complainant's Signature

Date (yyyy/mm/dd)

Complainant's Parent or Guardian Signature
(If the Complainant is a child)

Date (yyyy/mm/dd)

I3: I understand that the Diocesan Synod, the Corporation of the Cathedral of Christ Church, the Parish Corporation or the Diocesan Camp, as applicable, will also send any supporting medical information and other important record or document to the Respondent(s) during the investigation process:

Complainant's Signature

Date (yyyy/mm/dd)

Complainant's Parent or Guardian Signature
(If the Complainant is a child)

_____,
Date (yyyy/mm/dd)

Page ____ of ____ pages

I4: I have signed, dated and numbered each page, including each additional page attached, of this complaint form:

Complainant's Signature

Date (yyyy/mm/dd)

Complainant's Parent or Guardian Signature
(If the Complainant is a child)

Date (yyyy/mm/dd)

Remember to provide the diocesan misconduct complaints officer with any changes to your contact information as the Diocese may close your complaint as having been abandoned if you are unable to be contacted.

Adopted
4 October 2014
Revised
5 October 2017

Page ____ of ____ pages

MISCONDUCT

Appendix 2 –Complaint Procedure

General

- 1(1) A Complainant or a Respondent who is a child shall proceed only through her or his parent, guardian, a person *in local parentis*, or other legal representative.
- 1(2) A Complainant or a Respondent who is a youth or a vulnerable adult may, at the discretion of the Diocesan Misconduct Complaints Officer or the Misconduct Committee, proceed either alone or only through her or his parent, guardian, a person *in local parentis*, or other legal representative.
- 2 The Complainant may withdraw his/her complaint at any time with the permission of the Diocesan Misconduct Complaints Officer.
- 3 The Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp may assist the Complainant and Respondent to meet the requirements of this policy.
- 4 The Diocesan Misconduct Complaints Officer may refer a matter falling under the scope of this Policy to the Committee on his or her own motion, notwithstanding that no major complaint has been filed.
- 5 The Diocesan Misconduct Complaints Officer, or any other person, shall immediately report an alleged incident of sexual assault or sexual harassment of a child, youth, or vulnerable adult to the Minister of Social Development under the NB Family Services Act [Chapter F-2.2, Part III, *Protection Services*: <http://www.gnb.ca/0062/PDF-acts/f-02-2.pdf>, and to the responsible policing authority.

Tracking a Complaint

- 6 A complaint shall be tracked by the Diocesan Misconduct Complaints Officer using Appendix 3, (Tracking the Diocesan Misconduct Complaint Form)

Making a Complaint

- 7(1) A Complainant may make a minor complaint (as per s. 8) or a major complaint (as per s. 9) against a Respondent.

- 7(2) If the Complainant is a child, youth or vulnerable adult, then either the Complainant, the Leader or other person, shall within twenty-four (24) hours inform the Diocesan Misconduct Complaints Officer of the complaint.

Minor Complaint

- 8(1) A Complainant may make a minor complaint either orally or in writing to the Leader.
- 8(2) Where the Complainant is an adult, other than an vulnerable adult, the Leader may investigate and settle the complaint;
- 8(3) Where the Complainant is a child, youth or vulnerable adult, the Diocesan Misconduct Complaints Officer may personally settle it as a minor complaint or request the Leader to do so.
- 8(4) Upon settling a minor complaint, the Leader or the Diocesan Misconduct Complaints Officer, as the case may be, shall submit a written summary to the Territorial Archdeacon and the Office of the Diocesan Misconduct Complaints Officer not later than twenty-one (21) days after the complaint arose.
- 8(5) If a Leader or the Diocesan Misconduct Complaints Officer fails to settle a minor complaint it shall be investigated as a major complaint.

Major Complaint

- 9(1) A Complainant shall complete the Diocesan Misconduct Complaint Form (Appendix 1), and submit it as the written complaint to the Leader and the Diocesan Misconduct Complaints Officer within twelve (12) months of the alleged misconduct.
- 9(2) The Committee may extend, at its sole discretion, the time limit given in s. 9(1) for the filing of a written, major complaint.
- 9(3) Except in unusual circumstances, the Diocesan Misconduct Complaints Officer shall immediately refer a major complaint to the Committee and inform the Territorial Archdeacon(s) and the Parish Corporation(s) of the complaint.
- 9(4) The Diocesan Misconduct Complaints Officer shall advise the Complainant and Respondent of their right to legal counsel.
- 9(5) The Diocesan Misconduct Complaints Officer shall, within five days, provide the Respondent a written notification of receipt of a major complaint.

- 9(6) The Diocesan Misconduct Complaints Officer shall provide a copy of the written major complaint to the Respondent and the Leader of the activity, event or program in which the complaint arose.
- 9(7) The Diocesan Misconduct Complaints Officer may recommend to the Bishop that s/he suspend the license of a Cleric who is a Respondent in a major complaint, and the Bishop shall make a decision on this recommendation within ten days.
- 9(8) The Diocesan Misconduct Complaints Officer may recommend to the Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp that it suspend, with or without pay, a Synod, Cathedral, Parish or Camp lay employee who is a Respondent in a major complaint, and the Diocesan Synod, the Corporation of the Cathedral of Christ Church, the Parish Corporation or the Diocesan Camp shall make a decision on this recommendation within ten days.
- 9(9) The Diocesan Misconduct Complaints Officer may recommend to the Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp that it suspends, with or without pay, a Synod, Cathedral, Parish or Camp Volunteer who is a Respondent in a major complaint, and the Diocesan Synod, the Corporation of the Cathedral of Christ Church, the Parish Corporation or the Diocesan Camp shall make a decision on this recommendation within ten (10) days.
- 9(10) The Committee shall investigate a major complaint under this Policy.
- 9(11) The Committee shall commence an investigation immediately upon receipt of a major complaint.
- 9(12) Notwithstanding ss. 9(10) and 9(11), all investigations and proceedings under this Policy shall be suspended following the commencement of proceedings under the New Brunswick [Family Services Act](#) or criminal proceedings in relation to the same matter.
- 9(13) No person, including the Diocesan Misconduct Complaints Officer, the Committee, an Investigator, a Mediator, and/or the Leader, shall under any circumstances advise the Complainant that the procedure under this Policy is a substitute for criminal, civil, or administrative proceedings outside the Policy.

Major Complaint Investigation Report

- 10(1) The Committee shall complete its complaint investigation and submit an Investigation Report to the Diocesan Misconduct Complaints Officer within ninety days of receipt of the complaint.
- 10(2) The Committee may delegate to an Investigator the tasks of completing the complaint investigation and preparing a draft Investigation Report.

10(3) The Investigation Report shall conform to the following minimum requirements:

- a) The names of the parties and persons interviewed;
- b) The written complaint, including the date the conduct subject to the complaint allegedly arose;
- c) The Respondent's response to the complaint;
- d) Confirmed findings of fact;
- e) Unconfirmed allegations;
- f) A factual conclusion, if possible;
- g) Deductions from the findings of fact;
- h) Recommendations;
- i) The name(s) of the person(s) who prepared the report;
- j) The date of the report.

Special Complaint Circumstances

- 11(1) Where a complaint is made against either the Bishop or the Diocesan Misconduct Complaints Officer, it shall be submitted directly to the Chair of the Misconduct Committee, and the Committee shall investigate the complaint.
- 11(2) Where a complaint is made against the Diocesan Misconduct Complaints Officer, or concerns his/her parish or there is a similar conflict of interest, the Bishop shall determine the complaint.
- 11(3) Where a complaint is made against the Bishop, the Metropolitan of the Province shall determine the complaint.
- 11(4) Where a complaint is made against the Metropolitan, and the Metropolitan is also the Diocesan Bishop, the Diocesan Misconduct Complaints Officer shall request the Primate or another Bishop from the Province to determine the complaint.
- 11(5) Where a complaint is made against a member of the Misconduct Committee, the member shall not participate in the proceedings and the remaining members of the Committee shall complete the investigation and/or mediation of the complaint.
- 12 A Cleric who has heard a confession from any party to a proceeding under this Policy shall disclose that fact to the Diocesan Misconduct Complaints Officer and shall not participate further in the proceeding.

Adopted
4 October 2014
Revised
5 October 2017

MISCONDUCT

Appendix 3 – Tracking the Diocesan Misconduct Complaint Form

The Office of the Diocesan Misconduct Complaints Officer shall complete the following information on receipt of this complaint form, and update this section from time to time throughout the complaint resolution process.

1 Date the Misconduct Complaint Form Was Received: _____
(by the Leader or the Diocesan Misconduct Complaints Officer) (yyyy/mm/dd)

2 Date of the Most Recent Misconduct Event: _____
(yyyy/mm/dd)

3 Assess the Elapsed Period After The Misconduct Event:

Have twelve months elapsed between the misconduct event (s. 2) and the receipt of the Diocesan Misconduct Complaint Form (s. 1)? No ☐ Yes ☐

If Yes, the Diocesan Misconduct Complaints Officer shall advise the Misconduct Committee that a Complaint has been received that is outside of the prescribed time limit of twelve months, and the Committee shall decide if the time limit is to be extended based on the gravity of the Complaint. The Misconduct Officer will inform the Complainant that either the limitation of twelve months has elapsed, in accordance with Section 9(3) of the Diocesan Misconduct Policy, and advise the Complainant that there will be no investigation or further action concerning this complaint or that the time limit has been extended to receive and investigate the Complaint accordingly

4 Assess if this is a Minor Complaint or a Major Complaint:

“minor complaint” means a complaint of alleged misconduct that is, to the knowledge and belief of the Leader, an isolated incident that does not allege assault, and is made by someone other than a child, youth or vulnerable adult, and may be informally resolved to the satisfaction of the Leader and the parties to the complaint. A minor complaint may be communicated to either the Leader or The Diocesan Misconduct Complaints Officer, and may be either written or oral.

“major complaint” means a complaint of misconduct that is not a minor complaint.

☐

Minor Complaint

☐

Major Complaint

For a Minor Complaint, the Leader or Diocesan Misconduct Complaints Officer shall submit a written summary of an oral complaint, or this complaint form completed by the Complainant, to the Territorial Archdeacon within 21 days after the complaint arose, in accordance with s. 8(4) of Appendix 2: “Complaint Procedure” of the Diocesan Misconduct Policy.

Name of Person making this assessment: _____

Date of this assessment: _____
(yyyy/mm/dd)

Date this assessment was reviewed by Diocesan Misconduct Complaints Officer:

(yyyy/mm/dd)

5 Status of Resolution of Complaint: Give the date and a brief description for each status update. **Each update shall be initialed by the person making the update.**

Adopted
4 October 2014
Revised
5 October 2017

MISCONDUCT

Appendix 4 – Mediation Agreement

THIS IS A MEDIATION AGREEMENT made this _____ day of _____, 20 ____.

B E T W E E N: _____

- and -

- and -

Name of Mediator

1 AGREEMENT

The parties agree:

- (1) To attempt to settle a controversy through the mediation process on the terms contained in this agreement;
- (1) That the parties will be present at mediation or will have a representative present who will have authority to settle the case on the spot;
- (2) That the parties enter in this mediation with the intent to work towards a mutually acceptable settlement and will conduct themselves in good faith at all times;
- (3) That the mediation will be closed and all discussions between the parties will be confidential and no communication made by the parties or by the mediator will be admissible in evidence at any subsequent proceeding except as mutually agreed;
- (4) This agreement will continue in force from the date of the signing until it either is replaced by another agreement, or the mediation process is terminated, or the mediation process is extended for a further period, each condition being subject to the mutual consent of both parties.

2 IMPARTIALITY OF THE MEDIATOR

- (1) The parties acknowledge that the mediator is an impartial third party and that the mediator's role is to assist the parties to negotiate a voluntary settlement of issues arising between them. As such, the parties acknowledge that the primary responsibility for resolving their disputes rests with them and not with the mediator, who acts as a facilitator only. It is understood by the parties that the mediator will not represent either of the parties in any subsequent legal proceedings between them.

3 ACKNOWLEDGEMENTS BY THE PARTIES

- (1) The parties acknowledge that the mediator will not give legal advice or a legal opinion with respect to individual rights, obligations and entitlements under the laws of the Province or any other jurisdiction.
- (2) The parties further acknowledge that they have been specifically advised by the mediator to obtain independent legal advice during the course of mediation.
- (3) If one of the parties refuses to obtain independent legal advice, he or she hereby agrees to indemnify and save the mediator harmless from any and all liabilities arising out of or related to any mediated settlement.

4 MEDIATOR'S CONFIDENTIALITY

- (1) During the mediation process the mediator may disclose to either or both parties any information provided by the other party unless the disclosing party has specifically requested the mediator to keep the information confidential.
- i. The mediator will not disclose to anyone who is not a party to the mediation except:
 - ii. with the consent of all parties;
 - iii. where required by law;
 - iv. where the information suggests an actual or potential threat to human life or safety.

5 NO SUMMONS OR SUBPOENA

- (1) It is agreed that none of the parties will call the mediator as a witness to testify as to the fact of mediation or as to any oral or written communication made during mediation, nor will the parties summon, subpoena, or seek access to any document prepared for or in connection with mediation including any records, notes or work product of the mediator.

6 MEDIATION SESSIONS

- (1) The mediator will schedule the time and place for the mediation sessions in consultation and with the consent of the parties.

7 COSTS OF MEDIATION

- (1) The Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp shall be responsible for the costs of mediation, including the Mediator, with the exception that the Complainant and the Respondent shall each be responsible for their own legal, administrative or other related expenses.

8 REPORT BY MEDIATOR

- (1) If an agreement has been mediated, the mediator will prepare interim minutes of settlement respecting agreements reached on issues of dispute.

- (2) If no agreement is reached on the issues, the mediator will prepare reports stating only whether or not mediation was successful and outlining the process followed.

9 TERMINATION OF MEDIATION

- (1) Any of the parties has the right to withdraw from the mediation process at any time during mediation on notice to the mediator and the other party.
- (2) The mediator has the right to suspend or terminate the mediation process at any time when in his or her opinion continuation of the process would result in harm or prejudice to one or both parties.
- (3) This agreement will continue in force from the date of the signing until an agreement is reached or the mediation process is terminated or the mediation process is extended with the mutual consent of both parties for a further period.
- (4) The confidentiality, admissibility, compellability of the mediator or the mediator's notes, the liability of the mediator, and the without prejudice clauses of this agreement remain in effect indefinitely with regard to any information obtained through the mediation process (discussions) that is subject to this agreement.

10 UNDERTAKINGS

- (1) Both the Complainant and the Respondent hereby undertake to make full disclosure of all relevant information reasonably required by the mediator to understand the outstanding issues.
- (2) Neither the Complainant nor the Respondent, or anyone acting on their behalf, will initiate or take any fresh steps in any legal proceeding between them while the mediation is in process.

11 GOVERNING LAW

- (1) This agreement will be governed by and construed according to the laws of New Brunswick.

12 SEVERABILITY

- (1) The invalidity or enforceability of any provision of this agreement will not affect the validity or enforceability of the other provisions and any invalid provision will be severable.

13 CLOSED MEDIATION

- (1) The parties understand and acknowledge that their discussions are confidential and on a “without prejudice” basis and that no party will use any disclosures or discussion against the other in any subsequent legal proceedings. Further, this paragraph may be pleaded as a complete bar to disclosure of any discussions, documents, interim agreements, notes or materials relating to this mediation, with the exception of a full and final agreement executed by the parties and confirmed by counsel for each of them or a report stating only that no agreement was reached.

14 EXECUTION OF AGREEMENT

- (1) The parties each acknowledge that (s/)he has read this agreement and agrees to proceed with mediation in accordance with the terms and voluntarily enters into the execution of this agreement.

Date

Complainant Signature

Date

Respondent Signature

Date

Mediator

Adopted
4 October 2014
Revised
5 October 2017

PRIVACY

PURPOSE

1. The purpose of this Policy is to protect the personal information of all members of the church community, particularly with respect to information collection, management, retention and sharing practices.

DEFINITIONS

2. Definitions for terms used in this policy are found in Part 1 of Regulation 4-4: Diocesan Safe Church. In the context of the Safe Church Regulation, the definition of “personal information” is information about an identifiable individual. For the purposes of the Safe Church Regulation, personal information may also include personal health information.

“Personal health information”, with respect to an individual, whether living or deceased, means:

- (a) information concerning the physical or mental health of the individual;
- (b) information concerning any health service provided to the individual;
- (c) information that is collected in the course of providing health services to the individual; or
- (d) information that is collected incidentally to the provision of health services to
- (e) the individual.

PRINCIPLES

3. Each individual retains ownership of her or his personal information and shall have access to it for the purpose of ensuring accuracy and completeness.
4. The Diocesan Synod, the Corporation of Christ Church Cathedral, each Parish Corporation and Diocesan Camp shall adhere to the permission-based principles contained in the federal Personal Information Protection and Electronics Document Act (**PIPEDA**) and to the Provincial Health Information Privacy and Access Act (PHIPAA) with respect to:
 - (a) identifying purposes;
 - (b) consent;
 - (c) limiting collection;
 - (d) limiting use, disclosure and retention;
 - (e) accuracy;
 - (f) safeguards
 - (g) openness;

- (h) individual access; and
- (i) provision of recourse.

5. The Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp may collect an individual's personal information for purposes specified before or at the time of collection.
6. All personal information collected by or on behalf of the Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp is for the use of the Diocesan Synod, the Corporation of the Cathedral of Christ Church, Parish Corporation or Diocesan Camp.
7. All personal information held by the Diocese, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp shall be as accurate, complete and up-to-date as is necessary for the purposes for which it is to be used.

ADMINISTRATION

8. The Diocesan Council shall appoint a Diocesan Privacy Officer who shall administer this Policy.
9. The Diocesan Privacy Officer is contacted through the Diocesan Synod of Fredericton
10. The Diocesan Privacy Officer shall implement a program whereby Church members, when required, shall provide consent for the collection, use, disclosure and retention of their personal information prior to or during the collection of such information using the "Personal Information Consent Form" which is Appendix 1 of this policy
11. The Diocesan Privacy Officer shall make an annual report to the Diocesan Council, in which s/he shall:
 - (a) provide statistical data on the number of inquiries and complaints made under the Policy and the disposition of them; and
 - (b) report and make recommendations, if any, on this Policy.
12. The Diocesan Council shall complete an audit of this policy at least once every three years.

PERMISSION-BASED RIGHT TO PRIVACY

Personal Information Collection

13. Personal information shall be collected only for specific purposes; i.e. the amount and type of information collected will be limited to what is necessary for the identified purpose(s).

14. The purpose(s) for which information is required shall be identified before or at the time the information is collected.
15. If collected information is to be used for a different purpose at a future time, the individual's consent shall be obtained before or at that time.

Personal Information Retention

16. Personal information shall be retained as an active record only as long as necessary for the purposes for which it was collected
17. Personal information that is no longer an active record will be reviewed in consultation with the Diocesan Archivist for retention, selection or destruction as part of the regular records transfer process.
18. Personal information retained as archival will be accessible in accordance with the 'Diocesan Archives Records Access Requirements' attached as Appendix 3.

Personal Information Sharing

19. The Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp shall disclose personal information only in accordance with the purpose for which it is collected.
20. Incorrect or outdated information shall be amended in a timely fashion.
21. Access to personal information shall be restricted to individuals or persons in positions set out in Appendix 2 of this policy.
22. An individual shall have access to her or his own personal information files for the purpose of ensuring its accuracy and completeness.

Web Privacy Protection

23. The Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp shall adhere to the Web Privacy Statement as set out in Appendix 4 of this policy.

EXCEPTIONS TO THE PERMISSION-BASED RIGHT TO PRIVACY

Non-Disclosure of Information

24. The Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp may refuse an individual's request for access to their personal information if:

- a) the information is protected by solicitor-client privilege;
- b) to do so could reasonably be expected to threaten the life or security of another individual;
- c) the information was collected without the knowledge or consent of the individual because such knowledge or consent would compromise the availability or the accuracy of the information and the collection is reasonable for purposes related to investigating a breach of an agreement or a contravention of the laws of Canada or a province; or
- d) the information was generated in the course of a formal dispute resolution process; or
- e) to do so would reveal confidential commercial information.

Collection of Information Without Consent

25(1) The Diocese, the Corporation of Christ Church Cathedral or a Parish Corporation may collect and use personal information without permission:

- a) if it is clearly in the individual's interests and consent is not available in a timely way;
- b) if collection is required to investigate a breach of an agreement or contravention of a federal or provincial law;
- c) for journalistic, artistic or literary purposes with respect to activities by the individual at an open Church event or within the public domain where the individual has no expectation of privacy;
- d) if it is publicly available;
- e) for an emergency that threatens an individual's life, health or security; or
- f) for statistical or scholarly study or research, provided that anonymity is preserved.

25(2) Notwithstanding s. 25(1) no photograph of a child shall be taken, stored and/or published by a Leader or Volunteer of the Church program without the consent of the child's parent, guardian or trustee.

Disclosure of Information Without Consent

26. The Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp may disclose personal information without consent:

- a) to a lawyer representing the Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp;
- b) to collect a debt the individual owes the Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp;
- c) to comply with a summons, warrant or order made by a court or other juridical body; or

- d) to a lawfully authorized government authority.

COMPLAINTS

27. A person may complain to the Diocesan Privacy Officer if:

- a) s/he believes personal information was collected without consent;
- b) s/he believes the Diocesan Synod, the Corporation of the Corporation of Christ Church, a Parish Corporation or a Diocesan Camp possesses incorrect or inaccurate personal information about that person;
- c) the Diocesan Synod, the Corporation of the Cathedral of Christ Church, , a Parish Corporation or a Diocesan Camp has refused or otherwise failed to disclose information to her or him following a request to do so; or
- d) the Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp has allegedly disclosed her or his personal information to an unauthorized person.

28. The Diocesan Privacy Officer shall investigate the complaint and make a decision within thirty days.

29. In her/his decision, the Diocesan Privacy Officer may:

- a) dismiss the complaint in whole or in part;
- b) order that some or all the information collected without consent be destroyed;
- c) order that any incorrect information be corrected in a timely manner;
- d) order that information be disclosed to the complainant in whole or in part; and/or
- e) order the return of information that was incorrectly disclosed to a third party.

30(1) A party may appeal a decision of the Diocesan Privacy Officer to the Bishop within thirty days.

31(2) The Bishop shall make a decision on the appeal within sixty days.

Adopted
3 December 2014
Revised
5 October 2017

PRIVACY

Appendix 1 - Personal Information Consent Form

I, _____, hereby acknowledge and consent to the collection, use, disclosure and retention of my personal information by the Diocese of Fredericton, the Corporation of Christ Church Cathedral, a Parish Corporation or a Diocesan Camp, in accordance with the Diocese of Fredericton Privacy Policy.

The purpose of my consent is to enable the Diocesan Synod, the Corporation of Christ Church Cathedral, a Parish Corporation or a Diocesan Camp to communicate with me and to identify members of associations within or affiliated with the Diocese of Fredericton.

I also acknowledge and consent to the retention of my personal information for archival purposes to the extent it has historical value.

I hereby acknowledge this consent remains in effect until I revoke or amend it.

Signature

Date (yyyy/mm/dd)

Name

Contact Information

Mailing Address:

(Street Address)

(Apt Number)

(Town or City)

(Province)

(Postal Code)

Telephone:

Cellular Phone:

Email:

PRIVACY

Appendix 2 - Persons Authorized to Receive Personal Information

The following persons are authorized to receive personal information under the Diocesan Privacy Policy:

1. the Bishop of Fredericton;
2. the Dean of Christ Church Cathedral;
3. the Chancellor;
4. the Vice-Chancellor;
5. the Executive Assistant to the Bishop;
6. the Secretary to the Bishop;
7. the Diocesan Privacy Officer;
8. the Diocesan Misconduct Officer, as required;
9. the Diocesan Treasurer, as required;
10. a Territorial Archdeacon, as required;
11. a Cleric of a Parish Corporation, as required;
12. the Director of a Diocesan Camp, as required;
13. a Parish Nurse, as required;
14. the Confidential Parish Secretary, as required;
15. a Church Warden, as required;
16. the Vestry of a Parish Corporation, as required;
17. the Chair of the Diocesan Human Resources Committee, as required;
18. the Diocesan Council and its Executive Committee, as required;
19. the Secretary of the Synod; as required;
20. the Chair of the Synod Planning Committee, as required;
21. the Diocesan Archivist pursuant to s. 17 of the Diocesan Privacy Policy.

I hereby so authorize:

Name (please print)

Signature

Date (yyyy/mm/dd)

Adopted
3 December 2014
Revised
5 October 2017

PRIVACY

Appendix 3 - Archives Records Access Requirements

1. Effective immediately, records of baptisms and marriages, which occurred after 1966, and confirmations, funerals and burials occurring after 1996 will not be open to the public. Records for subsequent years will be opened on a rolling basis (i.e., baptisms and marriages for 1967 and confirmations, funerals and burials for 1997 will be opened 1 January 2017; 1968 and 1998 opened 1 January 2018, and so on).
2. A person desiring a copy of one's own record of baptism, marriage or confirmation – within these years – should consult the Archivist designated by the Diocesan Archives and the Provincial Archives.
3. The Diocesan Council, on the recommendation of the Diocesan Archivist and the Provincial Archives of New Brunswick, shall periodically review the access restrictions placed on Diocesan Registers.
4. Microfilms of parish registers will not be sold.
5. Parish registers – for the time periods that are open for research – will be made available on microfilm only. The original registers will not be available.
6. Records of individual baptisms, marriages and burials can be copied if desired, but only in limited quantities. An individual needing a copy of a baptism, marriage or burial record for official purposes can obtain it by consulting the Archivist designated by the Diocesan Archives and the Provincial Archives or by contacting the parish in which the record originated. Except for a request by the Corporation of Christ Church Cathedral or a Parish Corporation, a copy of a record will be provided for a fee as determined by the Provincial Archives of New Brunswick. The Corporation of Christ Church Cathedral or Parish Corporations shall not be charged a fee for such a request.
7. Copying of entire Registers (or a large portion thereof) shall not be permitted. Registers may not be published without the permission of the Diocesan Archives and the Provincial Archives of New Brunswick.

Revisions adopted
18 June 2016

PRIVACY

Appendix 4: Web Privacy Statement

Diocesan web-based sites shall include the following statement, accessible from a link visible on all main pages:

1. Our Commitment to Privacy

The Anglican Diocese of Fredericton adheres to the Diocesan Privacy Policy as part of our commitment to protect personal information. The statement characterizes our information collection and sharing practices for this website [e.g., <http://anglican.nb.ca/>]. If you require more information on our policy, have questions, comments, or concerns; contact the diocese at (506) 459 1801, or through this contact form.
[http://anglican.nb.ca/mail_forms/privacy.html]

2. Cookies

This website uses cookies to track visits. (A cookie is an information file stored on your computer's hard drive, which contains data about web sites that you have visited.) This process does not involve the extraction or aggregation of private information.

3. External Links

There are websites linked to and from this site that are operated by organizations outside of the Anglican Diocese of Fredericton. Those organizations are solely responsible for the operation and information found on their respective websites. The linking to or from this site does not imply any endorsement by the Diocese of Fredericton of these websites.

Revisions adopted
25 February 2017

DIOCESAN TRAINING CURACIES

1 The Rationale for this Program

This program is a much needed addition to the personnel administration of the diocese in that it will provide for on-the-spot training of ordinands in the practical aspects of parish ministry, leadership, and management prior to taking on the role of incumbent. It will also allow for a strengthening of skills in the areas of pastoral care and preaching. These are benefits to the diocese as a whole as well as to the newly ordained.

2 Program Goals

The Training Curacies Programme will provide diocesan financial support and coordination to enable placement of newly ordained persons into parishes where their training for parish ministry will be completed. Successful placements under Training Curacies programme will result in these outcomes:

- a) Assistant curates will receive support, encouragement, and training as they make the transition from theological college and/or other employment into parish ministry;
- b) The diocese will benefit from the practical training of the newly ordained which will ensure the fullest training of new clergy for parish incumbencies.

3 Responsibilities

3.1 The Diocese shall:

- a) Ensure that the basis of the program is the availability of good training rather than the needs of the parish;
- b) Provide funding through the annual diocesan budget;
- c) Set term limits of placements to not less than one year.

3.2 The Assistant Curate shall:

- a) Follow the guidance and obey the directives of the Incumbent concerning parish matters on a daily basis;
- b) Operate under the authority of the Bishop;
- c) Under the direction of the incumbent, be engaged with all aspects of parish life;
- d) Report to the Bishop on his/her progress.

3.3 Expectations of and for the Parish (Corporation):

- a) The Parish will accept the newly ordained person selected by the Bishop to fill the position;
- b) Through participation in the program, the benefits to the parish are:
 - i. Availability of another ordained person to undertake pastoral duties;
 - ii. Ability to establish more programming

4 Funding

Since the placement of an assistant curate in a parish under this program will be of common benefit to diocese, curate, and parish, it is equitable that the costs be shared by the parish and the diocese. The diocese will provide a subsidy toward the actual costs of stipend (based on Diocesan Minimum Stipend Scale), benefits, travel and vehicle replacement allowances and housing costs.

Adopted
26 January 2005

POLICE RECORDS CHECK (PRC)

1. The Diocesan Synod, Corporation of the Cathedral of Christ Church, each Parish Corporation and Diocesan Camp shall require each Cleric, employee, leader and volunteer to complete and file with the Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporation or Diocesan Camp, a Police Records Check (PRC) in the form prescribed by a policing authority:
 - a) at the commencement of any Church work described as a position of trust or one that will place the individual into contact with children, youth or vulnerable adults in a Church program or setting, and
 - b) at least every third year thereafter.
2. Each PRC applicant shall specify in the PRC application if he/she is working or coming into contact with, children, youth and/or vulnerable adults in a Church program setting and requires that a “Vulnerable Sector Check” be conducted. See Appendix 1 for a PRC Request Form.
3. The Diocese, Corporation of the Cathedral of Christ Church, Parish Corporation or Diocesan Camp may reimburse the cost of a PRC.
4. No person found guilty in a judicial proceeding of physical or sexual assault for which a pardon has not been granted shall be permitted to work with children, youth or vulnerable adults in a Church program.

Adopted
3 December 2014
Revised
5 October 2017

POLICE RECORDS CHECK (PRC)**Appendix 1 – PRC Request Form (to be on corporate letterhead)**

Date

To whom it may concern:

_____ will be ☐ employed ☐ volunteering
(Name of Applicant)

with the _____
(Name of Diocese, Organization, Corporation or Camp)

The policy of the Anglican Church of Canada, Diocese of Fredericton, for anyone who works in a position of trust is that they are required to provide a current police record check.

As the duties, responsibilities or work/volunteer environment may cause this individual to be in contact with children, youth and vulnerable adults in a church program setting, a vulnerable sector check is also requested. ☐ Yes ☐ No

It is hereby requested that a ☐ police record check ☐ vulnerable sector check be undertaken and that you provide documentation that _____ does not have a criminal record or is included on any listing related to vulnerable persons, as applicable.

If further information is required, please contact the undersigned immediately.

(Name)

(Telephone Number)

(Signature)

Adopted
3 December 2014
Revised
5 October 2017

THE PARISH DISCERNMENT COMMITTEE

This directive has been designed to help parish incumbents and parishes in the formation, preparation and implementation of Parish Discernment Committees (PDC). Materials for this guide have been gathered from various sources including guides published by other dioceses.

Discernment Committee Members and the Inquirer

Ministry happens in community. One avenue of call to ministry is the Christian community itself and that call is tested in community. We are committed through our Baptismal Covenant to support one another in ministry. Discernment often takes place within the community of the person being called where the person is well known and has been observed over a lengthy period of time.

The work of a PDC focuses on discernment of a call to ministry of a member of that community. A by-product of that discernment is the increased learning and awareness about ministry, the orders of ministry, individual gifts, and the ways in which each person's gifts complement the gifts of others in the congregation. It is hoped that the result for the PDC members is a broader picture of how we live as God's people both in the Church and in the world. It is hoped that the result for the inquirer is a clearer picture of the ministry to which he or she is called.

The Inquirer, along with the members of his/her home parish, seeks to answer the fundamental question, "Is ordination the form my ministry as a Christian should take?" Before the question can be answered, a time of exploration, prayer, reflection and evaluation is required. The role of the PDC is to help the inquirer determine an appropriate response to this question by delving into the hard questions of vocational choice, reflecting on an inquirer's potential for ordained and lay ministry; evaluating his/her readiness to pursue this course; and exploring the depth of an inquirer's Christian faith and spiritual development.

At the same time that the PDC facilitates exploration for the individual, it can be an opportunity for personal reflection for each PDC member, as well as an opportunity to carry the discussion about ministry into the larger community. While the specific content of the PDC's discussions with the Inquirer are strictly confidential, the discernment process can serve as a training course in ministry and faith development for the whole parish.

The PDC is asked to enter into a special relationship with the Inquirer on behalf of the Parish and the larger church. This requires a commitment of time, energy, sharing of themselves, and a commitment to ask difficult and challenging questions of one another. This task calls for humility and a willingness to be open and candid in the context of a caring community: both to comfort and to support the Inquirer.

As an inquirer is asking, “Is ordination the form my ministry should take?” the PDC, wardens, vestry and incumbent are asking: “Does ordained ministry seem to be the form of ministry to which God is calling this person?; Can we in good faith send this person to the Bishop to be considered for ordered ministry? ; What is it about this person’s gifts and the way they are utilized that makes her/him especially suitable to the ordained ministry?; What ministries excite, inspire, and satisfy this person and what areas elicit discomfort and apathy?”

PDC Membership

The PDC, on behalf of the congregation and the larger Church, is asked to deal with such daunting questions and in doing so, enter into a special relationship with each inquirer. As mentioned earlier, this requires a significant commitment of time, energy, and prayer and a willingness to share one’s own life and faith. Such openness requires a strict commitment to complete confidentiality.

Many people entering this commitment say with reluctance, “What do I have to offer? Who am I to judge the truth of another’s call?” The basic qualifications are:

- knowledge and experience of the Anglican tradition
- a sense of one’s own ministry and vocation
- being well-known and trusted by the congregation
- willingness to make a sustained commitment to prayer and to the discernment process

The territorial archdeacon in consultation with the rector, priest-in-charge or interim priest (“the incumbent”), wardens and the inquirer, appoints five members to the PDC. Two must be members of the parish and three must be members from the archdeaconry discernment committee list. One of the members from the parish must be a church warden or a member of vestry. It is encouraged to have at least one member who does not know the candidate. When possible, membership should reflect the diversity of the congregation and parish in terms of gender, age, race, and life circumstances

The incumbent and the territorial archdeacon will lead an orientation meeting with the PDC to begin the process. The convener is a member of the PDC whose primary task is to help facilitate the work of the committee. The responsibilities of the convener are as follows:

- set the time and location of the meetings
- work to create a safe and confidential environment for discussion
- help to maintain the continuity of discussion from meeting to meeting
- make sure that all members have an opportunity to share their thoughts and feelings.

PDC Meetings / Sessions

Development of Committee Procedures

Each PDC will develop its own format and style for sessions with inquirers. Some of the issues in development that need to be agreed upon by PDC members by the end of Session I are:

- leadership style (select a convener)
- format for the meetings with the inquirer
- record-keeping needs and reporting procedures
- options for on-going relationships with the inquirer

The PDC process should include five to seven meetings to be held over a period of at least two months. It is preferable that more time be taken to allow for adequate consideration of issues, and prayer about those issues, by each individual between times when the PDC is together. The following outline of PDC meetings and sessions can be used as a guide in establishing a meeting format. These are suggestions, please modify them as needed. Possible session outlines are included in [Appendix B Session Agendas](#).

Length

It is recommended that each meeting be between one and three hours in length.

Climate

Because of the personal nature of the PDC discussions, it is important to establish a climate of acceptance and trust. Each person needs to know that whatever they say will be honoured and will be held in confidence within the group, that they will not be criticized or judged, and that there will be no advice offered to solve perceived problems. Competition or control issues do not belong in the PDC. Patient, careful listening will greatly aid the process. Questions can be asked for clarity, but should not be asked out of curiosity or in the manner of an interrogation. Because of the need to receive information about the inquirer, there is a real danger that the discussion can become an inquisition of sorts. It is recommended, to the degree that is practical, that all members share their experiences and points of view in response to the questions. For the sake of continuity, it is most helpful if each member can attend every session.

Structure

The following is a suggested meeting format.

- Opening prayer
- Check-in and update status
- Reflection on Scripture or suggested reading
- Discuss content
- Evaluate

- Closing prayer

These elements are explained below and then illustrated in session outlines.

Opening and Closing Prayer

By beginning and ending with prayer, we place ourselves in God's hands and submit to the guidance of the Holy Spirit. (See BCP pp. 39-61 or BAS pp. 675-684 for suggestions).

Reflection on Scripture or suggested parts of liturgical rites

Read together the suggested portions of Scripture, the Catechism or ordination services which relate to the task at hand.

Check-in and update status

Before entering into discussion, it is usually helpful to review the progress to date, briefly state the goals for the current session and allow each person in the group a moment to offer observations or significant occurrences since the last session. This time at the first session with the inquirer can be primarily an opportunity for each member to introduce themselves.

Discuss Content

Discuss the reading material and/or questions designated for that session.

Evaluation

Evaluation is an important part of each session. Near the end of the meeting, take time to review the highlights of what was discussed and shared. It is recommended that a few quiet moments be provided at the end of each session so that each PDC member may take time to make personal notes for future reference. Much of the PDC discernment process is based on impressions which are easily lost a week or a month later.

PDC Process

The first task of the PDC is to come together as a group, to develop trust, and to assist one another in understanding how to go about discerning a call to ministry for the inquirer. The PDC's work is definitely much more than a matchmaking process in which the inquirer's gifts are matched to the talents needed for a particular ministry. This is work that touches on the divine, work that is done with minds and hearts in prayer, open to the guidance of the Holy Spirit.

It is good to keep in mind that the PDC process is only the beginning of the effort to assist the Inquirer and the Diocese in learning about God's call for this person. Since members of a congregation are not normally experienced in ministry discernment,

the PDC sessions will be a learning experience for all involved. At times there may be a feeling of not knowing what to do. It is important to trust your intuition as to what God would have you do and not be afraid of making mistakes. The stages that follow the PDC discernment offer a safety net for errors in judgment due to lack of experience in these matters; however, the PDC's report is of great value to those who follow you.

Outline of Sessions

SESSION I: Orientation

PDC meets with the incumbent and the territorial archdeacon who chairs this meeting.

Preparation: Read the Guidelines for the Parish Discernment Committee including "The Community Discerns a Call to Ordination" from the Ministry Discernment Handbook, p. 29.

SESSION II: Spiritual Journey – Faith and Spiritual Development

Preparation: Prepare Spiritual Journey Statement, read "Discerning a Personal Call" from the Ministry Discernment Handbook, p. 15, the Catechism in the BCP pp. 544-555, and "The Congregation" from the Ministry Discernment Handbook, p. 10.

SESSION III: The Ministry of the Baptized - The Whole People of God

Preparation: Read Chapters One, Two and Four from the Ministry Discernment Handbook, p. 8, p. 10, p. 21, Holy Baptism, BAS pp. 153-165, Confirmation, BAS pp. 623-630.

SESSION IV: Perceptions of Christian Ministry – Call to Ordained Ministry

Preparation: Read Perceptions of Christian Ministry and Call to Ordained Ministry in these Guidelines. Also read chapters five and six from the Ministry Discernment Handbook.

SESSION V: Intellectual, Emotional and Leadership Capacities

- Capacity to learn
- Emotional health
- Responsibility and authority
- Communication skills

Preparation: Read [Appendix A - Seeking out Aspirants](#)

SESSION VI: Evaluation Session WITHOUT the Inquirer

Preparation: Read Evaluation Session in these guidelines. Session VI is held WITHOUT the inquirer present. Review notes you made during the previous sessions.

SESSION VII: Review of the PDC Report with the Inquirer

Preparation: Once the final report is prepared, at least two members of the PDC will review the report with the inquirer prior to its submission to the parish corporation.

Preparing for Each Session

SESSION I - Orientation

Each PDC member should have a copy of this directive well in advance of the first meeting in order to become thoroughly familiar with their content. In addition, members may be asked to read other materials referred to in these guidelines including the [Ministry Discernment Handbook](#). Please keep in mind that the committee should use this document as a guide for discussion, not as something to be slavishly followed. Don't feel constrained to ask every question – and allow room for the Holy Spirit to also guide the conversation! Topics that will be covered at the orientation meeting with the incumbent and the archdeacon include:

- Explanation of the purpose and task of the committee.
- Exploration of each member's understanding of ordained ministry.
- Discussion of the importance of this committee's work. This will give the PDC information on how to structure its work, allow members to get to know one another, and recognize each individual's contribution to this ministry.
- Discussion of the biases or tensions each member brings to this committee's work. An honest exploration of each member's attitudes, values, and biases will enable the committee to recognize when they are interfering with the process of discernment.
- Time should also be spent discussing the PDC's role in the discernment process, particularly its relationship with the Commission on the Diaconate, vocational chaplains, the Bishop and the parish.

PDC's Relationship with the Commission on the Diaconate / Vocational Chaplains

The Commission on the Diaconate and vocational chaplains work as advisory bodies to the Bishop, appointed by and serving completely at his/her discretion. The Bishop seeks advice on the suitability of aspirants, postulants and candidates for ordination to the priesthood and to the diaconate. In carrying out that charge, these groups will consider carefully the work and report of the Parish Discernment Committee. The report of the PDC is included in the individual's file and is reviewed by the appropriate groups which assist in guiding discernment.

When a PDC is formed, the Archdeacon will meet with the group in Session I. The Archdeacon will be available to answer questions about the process which emerge as the Committee engages in its work. The report of the PDC is one of a number of evaluative materials that are considered.

PDC'S Relationship with the Incumbent

The incumbent appoints the PDC with the concurrence of the parish corporation. Before appointing the PDC, the incumbent should consult with the inquirer and the corporation with regard to potential members.

Once the PDC has been appointed, it is recommended that the incumbent attend the first meeting along with the archdeacon. The PDC should then meet alone with the inquirer during the discernment phase of their work together.

At the conclusion of their meetings with the inquirer, the PDC completes a report on its observations and recommendations, meets with the Inquirer to review the report and sends a copy of the report to the parish corporation. The form for this report is in [Appendix C](#). It is important that the Inquirer be affirmed and supported as one who has a calling to ministry through Baptism and who is valued as a person and child of God.

The Parish Corporation then makes a decision as to whether or not to recommend the Inquirer for aspirant status (deacon or priest). The PDC may recommend a specific lay ministry in lieu of commendation and nomination to Holy Orders. This decision is prayerfully based on the work of the PDC and the observations of its members. If the Corporation wishes to recommend the Inquirer for status as an aspirant, the form for that purpose is completed and sent to the Bishop. It may be that through the discernment process the Inquirer has received some clarity that he or she is not called to ordained ministry. Here the PDC can be very helpful in working with the person to look at the next steps he or she might take in deepening his/her lay ministry.

SESSION II - Spiritual Journey – Faith and Spiritual Development

Spiritual Journey Session Preparation

As a preparation for the discussion in Session II, each member of the PDC, including the Inquirer, should prepare a brief (10 minute) “spiritual journey” statement. This is a brief account of each individual’s life viewed through their relationship to God. There are many possible ways to construct such a statement, a few of which are listed below.

- Make a list of significant events in your life that are related to your relationship with God.
- Consider the theme of relationship with God and briefly illustrate how that theme has been present in your life.
- Divide your life into 10 or 15 year segments and select a phrase that describes a major theme for each segment that reflects your relationship with God for that time period.

- Consider a person in your life who has been a role model for, or has been significant influence in, guiding your relationship with God and briefly explain that influence.

At this session, which is the first with the Inquirer, begin with introductions and a discussion of how the group will function and everyone's expectations. Discuss how the Committee will work together to build a climate that encourages risk-taking, sharing and caring; a climate that discourages judgment, competition, and advice.

Also spend a few minutes sharing members' expectations about what you are beginning. An inquirer's attitude and expectations toward this step of the process are a key factor in its outcome.

Faith and Spiritual Development

The first and most important criterion in discernment of ministry is the faith of the Inquirer. Some sense of the depth of faith can be pursued in a full group discussion of personal faith. Some information may be drawn from the sharing of spiritual journeys. The PDC may also gain a deep sense of this from the way the Inquirer answers other questions. For example, family life and goal setting are topics that are not usually focused on spiritual relationships. If an inquirer brings God, prayer life, or some such reference into the discussion, it may speak much louder than the answers to questions directly asked about spirituality. Consider the answers to these questions when forming an impression about the inquirer's spiritual development.

1. How well does this person understand the faith expressed in Scripture and the Book of Common Prayer? (See BCP pp. 544-555)
2. What evidence of having a personal relationship with God does the inquirer give in word and deed?
3. Has this person done any teaching in the parish? Would I entrust my own religious education to him or her?
4. What has each member established as his or her Rule of Life and how successfully is it followed? What benefits are derived from it? What is the inquirer's Rule of Life, how well is it followed, and what benefits are derived from it?
5. What indication is there that the inquirer is still questioning, searching, and probing the mysteries of the faith?
6. How do the inquirer's financial commitments reflect his or her spiritual commitment?

SESSION III - The Ministry of the Baptized - The Whole People of God

This is a discussion of the ministry of the Whole People of God shared by both lay and ordained members of the Christian community. Members of the group should

find opportunities to learn about their own calling to service and find encouragement in one another who often identify gifts we ourselves do not see.

1. Discuss the perceived ministry of each member of the group. Try to reflect the ministries of others as you see them. Especially assist the inquirer in formulating an account of his or her own current ministry as a lay person.
2. It has been said that a church without mission is dead. What importance do you attach to mission and how does it affect the life of the parish?
3. What elements of difference between the ministry of the baptized and the ministry of the ordained are most evident to you? Explore both positive and negative aspects of both.
4. What is your understanding of the Christian ministry?
5. How do you view the ministry of the whole Body of Christ?
6. How are gifts of ministry developed and manifested in the Church? Discuss talents and gifts given to each of us by our Creator. What are the inquirer's gifts? How are these gifts and personal characteristics being used?
7. With an awareness of each person's involvement in employment, family, and church community, focus on the inquirer's involvement in these areas. What are this person's current ministries in those areas? How does she or he tie together the secular and sacred realms of life?

SESSION IV - Perceptions of Christian Ministry – Call to Ordained Ministry

This is a discussion of ministry and orders. The following questions may be helpful to stimulate discussion, as well as explore the inquirer's views on these issues.

1. How do you differentiate between the ministries of lay persons, deacons and priests?
2. What do you see as the primary function of the ordained minister?
3. How do you understand the central task of pastoral care? (Solving other people's problems? Giving answers? Helping one come to a resolution of one's problems?)

Call to Ordained Ministry

The discernment of a call from God requires careful listening to what is said directly and what is said indirectly. A sense of a call from God may be to any order of ministry – lay, episcopate, diaconate, or priesthood. A call is different from a conventional decision to pursue a new career or vocation. A call heard from God carries with it a kind of imperious constraint – it must be pursued. The task at hand involves listening first for a sense that it is a call from God, and then striving to determine the type of ministry to which the individual is called. It should be emphasized that a call to a committed lay ministry may be very likely. Consider these questions about the inquirer's recognition of a call from God to ordained ministry.

1. What does it mean to each member to be “called” by God?
2. What evidence do you have that this person is called by God to the ordained ministry?
3. What is the difference between a call to Christian service and a call to ordination?
4. Are the inquirer’s primary interests congruent with the function of an ordained minister?
5. Are the inquirer’s innate abilities commensurate with the demands of the ordained ministry?
6. Why does the inquirer want to be ordained? What can the inquirer do as a priest or deacon that he or she cannot do as a committed lay person?
7. How does the prospect of extended schooling and training mesh with the inquirer’s family life and employment/income sources? Does the inquirer have family support for following such a pathway?

SESSION V - Intellectual, Emotional and Leadership Capacities

Capacity to Learn

The ordination process for the priesthood includes graduate level education that requires the abilities to understand and analyze complex ideas, speak articulately, write clearly, and be open to new concepts. The ordination process for the diaconate in this Diocese includes a commitment to training that requires the same abilities. The ordained minister must have a lifelong commitment to learning and personal growth. Consider these aspects of the inquirer’s attitude about, and capacity for, learning.

1. What is this person’s capacity to learn?
2. What is his or her academic record?
3. How open is she or he to questioning, self-exploration, and reality testing? What openness have you seen during the session? Have you seen the inquirer grapple with a difficult issue and emerge with a new viewpoint?
4. What evidence is there of his or her continuing commitment to learning and intellectual growth?

Emotional Health

PDC members may feel uncomfortable assessing an inquirer’s emotional health. It is realized that most PDC members are not competent to make a professional assessment. The Diocese relies on a consultant for the assessment of emotional health. You are asked to respond on the basis of your feelings and observations, just as you might respond to a member of your family. The questions that follow are primarily a guide for the committee’s reflection after each session. Some direct

discussion may be appropriate, e.g., discussion of what makes one happy, angry, sad, or how one deals with those feelings.

1. Does the inquirer have a realistic view of the world?
2. How aware is she or he of her or his own feelings?
3. How well does he or she express strong positive and negative feelings?
4. How well is the inquirer able to work under pressure, with conflicting demands and/or stress? Talk about the pressures of your lives. What pressures have there been in the inquirer's life? How does the inquirer respond to pressure? Is there a current situation, such as pending or recent divorce, or other unresolved issue that might indicate waiting or delaying entry into the process until such issues are resolved?
5. How does the inquirer deal with conflict? Flight or fight? "Non-anxious presence?"
6. To what extent is she or he aware of and comfortable with her or his own sexuality?
7. Are there any indications that he or she aspires to the ordained ministry as a way of solving personal problems?
8. Does he or she have a level of maturity and ability to adapt that is commensurate with a chronological age?
9. Does the inquirer have a healthy relationship with family and friends?

Leadership Capacities

Leadership skills are essential for persons entering ordained ministry. The characteristics of leadership which the Diocese seeks are listed in [Appendix A](#). Consider these general questions concerning leadership.

1. How does this person make important decisions that will affect others as well as herself or himself?
2. Does he or she show initiative, self confidence, enthusiasm, flexibility, trust?
3. Can he or she motivate others, drawing them together to elicit the use of their spiritual gifts and resources?
4. Is she or he aware of and at ease with a variety of leadership styles and able to use them as the situation indicates?
5. How does she or he function in interpersonal relationships?
6. How comfortable is she or he as a person with whom authority rests?
7. How has her or his leadership already been evidenced in prior or current lay ministries in school, work, or church settings?
8. How do other people respond to his or her leadership?
9. How does she or he respond to the leadership of others?

Responsibility and Authority

1. How does the inquirer view issues of authority in the institutional Church?
2. How comfortable is he or she with being a person in whom authority rests? Can that authority be claimed and used appropriately?
3. How comfortable is she or he being under the authority of the Bishop and others who may have supervision over her or him?

The group might utilize some “What if...?” scenarios to prompt discussion of reactivity to authority.

Communication Skills

Presentation of a clear message with a caring and pleasant delivery is essential for persons whose ministry is often focussed on preaching, teaching, offering pastoral care, and facilitating others in ministry. In meeting with the aspirant, be aware of how ideas are expressed and how well the person listens to others.

1. Does this person express ideas clearly, both in speaking and in writing?
2. What listening skills does the inquirer make use of? How do I feel when this person is listening to me?
3. Can this person read other people’s nonverbal cues accurately and tailor a response of appropriate length and complexity?
4. When dealing with his or her feelings, do physical gestures and movements (body language) match the words spoken?
5. Does this person interrupt, override, or attempt to verbally dominate others?
6. Does the inquirer take the time to listen to each person and respond appropriately, without regard for age or status of the person?

SESSION VI - Evaluation Session WITHOUT the Inquirer

The purpose of the evaluation session is to review the progress to date and come to a decision and recommendation, as well as form the statements for the written report of the PDC. Please note that there may be other times during the process that the PDC members wish to meet without the inquirer in order to evaluate progress. This might be scheduled for the end of one or two sessions, or a few minutes might be taken at the end of each session. Except for the final evaluative session, it is recommended that the inquirer participate in the majority of the evaluations in order to avoid an adversarial relationship.

At this session the Committee considers what type of ministry they feel would be appropriate for the Inquirer in this period in his or her life. Ask yourselves, “Can I envision this person as a priest or a deacon? ...as my priest or deacon? If you have some feelings that you would not be able to turn to this individual as your priest or deacon, your feelings should be explored with the group. They may point to deeper feelings, perhaps shared within the group that there is hesitation about the

individual proceeding toward ordination. The Committee needs to be careful not to think only in terms of their particular parish ministry. There are many types of parishes. Also, there may be a variety of positions for priests and deacons that are not associated with parishes.

Ask yourselves, “Do we want to present the inquirer to the Corporation for approval?” If you have reservations, decide whether or not the areas of doubt include skills, experience, or characteristics that have a reasonable potential for improvement. If so, state your reservations clearly on the report form with your recommendation for either delay for improvement, or to go ahead with the understanding that there are areas to work on.

A formal report will be composed in the format provided, a summary of which to be shared with the Parish Corporation. ([Appendix C](#)). It is very helpful to the Bishop if reservations are stated clearly in the report and explanation provided about any difficulties in coming to final conclusions. The report should be read to the Inquirer by a minimum of two people from the PDC before it is presented to the Parish Corporation. It may be necessary to assist your brother or sister to recognize that the PDC understands his or her call differently than he or she envisions it. Explain how you understand the call, with both its challenges and areas of satisfaction. Reiterate the inquirer’s talents as they have been revealed to you and relate them to the call as you see it. Additional meetings of the group may be needed for this.

Another very real possibility is that the person is a very capable lay minister. In this case, the Committee will need to review their discussions of whether or not the Inquirer is responding to a call from God for ordained ministry. If it becomes very difficult for the members to make such a discernment, or if you are still unsure of the recommendation it is advised to consult with the incumbent and then, if necessary, with the Archdeacon who met with you at the introductory meeting.

The PDC delegates the tasks involved in preparing the report and makes arrangements for its final drafting following the format in [Appendix C](#).

Discuss from a broad point of view what changes in your attitudes or concepts of Christian ministry have occurred in these meetings. Perhaps some PDC members would like to share these perceptions with the congregation (remembering to preserve confidentiality) through a newsletter article or a discussion at a parish meeting or event.

Determine what you need to do to conclude this series of meetings between yourselves, the Inquirer, and the Incumbent. Also determine if you would like to continue some kind of relationship with the inquirer in the future, e.g., facilitating

her or his entry into new lay ministry, or becoming a liaison with the parish for him or her if continuing in the process toward ordination.

PDC Service

You have served the Inquirer, the Parish, and the Diocese in a very important way. Your report will be passed on to the Parish Corporation, the Commission on the Diaconate or vocational chaplains as appropriate and the Bishop. It is hoped that committee members realize how much that service is valued. At the same time, you are asked to understand that your recommendation is only one part of a broader discernment process. Others involved in the various stages also seek to discern God's will for the inquirer. At times inquirers recommended by a PDC are redirected to another ministry or delayed at later stages of the discernment process.

It may be disheartening when this happens to someone in whom you have invested a lot of time. It is especially important that you trust the persons who are continuing the discernment process you began in the Parish. You can be of most help to the inquirer by guiding her or him to see and consider what truth is present in the judgment of others. And remember, the goal of all your work is to further the ministry and mission of the Church. Please continue to support the inquirer in the coming months!

SESSION VI - Conclusion

Representatives of the PDC (or the entire committee) meet with the Inquirer to read and review the report prior to the summary to the Corporation and submission to the Bishop.

Issued 12 November 2008

[Appendix A Seeking Out Aspirants](#)

[Appendix B Session Agendas](#)

[Appendix C Report of the Parish Discernment Committee](#)

[Appendix D Parish Commendation and Nomination for Holy Orders](#)

[Ministry Discernment Handbook](#)

THE LAITY

We recognize that we are called by God into the family of God through faith in Jesus Christ, and through Baptism made a member of Christ's family. The basic plan for our life within the Church is outlined in the "*Rule of Life*" (The Book of Common Prayer - page 555) as follows:

Every Christian man or woman should from time to time frame for him/herself a Rule of Life in accordance with the precepts of the Gospel and the faith and order of the church; wherein he/she may consider the following:

- *The regularity of attendance at public worship and especially at the Holy Communion*
- *The practice of private prayer, Bible reading, and self-discipline*
- *Bringing the teaching and example of Christ into everyday life*
- *The boldness of his/her spoken witness to his/her faith in Christ*
- *Personal service to the Church and the community*
- *The offering of money according to his/her means for the support of the work of the Church at home and overseas*

In considering the application of the "*Rule of Life*," the following should be specifically considered by individuals. Parish programs should be framed in such a way as to enable the laity to exercise their ministry in the following ways:

1. God has endowed each person with particular gifts to be used for the benefit of the whole family of God. The individual must be enabled to develop and use these gifts in carrying out his/her share of the responsibility for the ministry of the Church.
2. The laity are called by God to be the primary agents of witness, service, and evangelism. As such, they must be prepared to accept and share teaching in the faith and training for ministry.
3. The laity have the responsibility to take leadership in such areas as outreach, visitation, teaching, organization and finance within the church.
4. The primary focus of the ministry of the laity shall be toward the extension of God's Kingdom in family, community and society, rather than maintenance of programs.
5. The people of God are called to share in leadership and worship, and in the proclamation and demonstration of the Gospel both within the Church and in society.

6. The people of God have responsibility to share (with other laity and clergy) in all aspects of the ministry, except those conferred specifically by Ordination.
7. The people of God are ministers of Jesus Christ by virtue of their Baptism, and that ministry is exercised in the world in cooperation with the local parish.
8. A baptized individual witnesses for Christ wherever he or she happens to be, but all action should take into consideration what is best for the life of the local parish so that the unity of the Body of the Church is maintained.

Issued May 1986

THE PRIEST IN THE PARISH

A person enters the Priesthood in response to a special calling from the Holy Spirit. This call is made inwardly by God and outwardly by the Church. The call must be responded to by the person, not only in relation to his individual response, but under the authority of the Church, as particularly manifested by the Bishop from whom he/she receives delegated authority.

Responsibilities in the Parish

1. The Priest as spiritual leader is responsible for teaching the doctrine of the Church and administering the Sacraments and discipline of Christ. In discharging this responsibility, among other things, he/she will:
 - (a) exercise overall responsibility for the proper administration of the Parish or Cure, including teaching and enabling the parish to set Christian standards of stewardship of time, talent and treasure. The Diocesan standard is the Biblical tithe
 - (b) make known to his people God's will through proper and systematic preaching of the Gospel
 - (c) be responsible for the instruction and preparation of candidates for Baptism, Confirmation, and Holy Matrimony.
2. He/she is to be the teacher/ enabler of the laity so that they may exercise the ministry to which God calls them. Among the areas of particular concern to effect this:
 - (a) he/she will initiate and direct programs of Christian Education among all age groups. i.e. adult education, youth work and Church School
 - (b) keep before his/her people the claims of the mission of the church, working in cooperation with mission education initiatives on the diocesan and national level
 - (c) have overall responsibility for the training of the laity in out-reach and evangelistic mission.
3. In consultation with the Bishop, he/she will participate in programs of continuing education; included in this would be attendance at conferences and courses which will assist him/her in his/her spiritual growth, and provide him/her with knowledge and techniques useful in carrying out his/her parish responsibilities.
4. He/she is responsible to make available either from within or outside the parish such resource persons as are required from time to time by individuals or groups in the parish.

5. He/she is responsible for enlisting and training lay people of the parish to assist him/her in carrying out the ministry of the Church; included in this will be regular and systematic visitations in the parish generally, and with particular emphasis among the sick and shut-ins.
6. He/she has responsibility to exercise his/her ministry to the broad community of the Church. To accomplish this, he/she must search out lay leaders in the parish to assist in developing a climate in which the fellowship of God's Church can grow in the community.
7. While his/her primary responsibility is to the Church, he/she is also to be visible in the community, and to give leadership in such areas as community development, social justice, and ecumenical endeavors.
8. He/she is to take responsibility on the Deanery and Diocesan level when called to do so, sharing his/her God-given talents with the whole Church.
9. He/she is responsible to see that Bishop's directives, diocesan regulations and Policies are explained and followed at the Parish level.
10. When decisions are made by the Diocesan Synod and/or Council, he/she is to see that they are communicated in a positive way, always leaving a concern for the unity of the Body.

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THE DEACON IN THE PARISH

1 Introduction

This directive provides the practical context for the exercise of the ministry of the (vocational) deacon in parishes of the Diocese of Fredericton.

Role and function of deacons

Deacons exist to call the whole community into servant ministry. They are prophetic ministers who are called to challenge the Church to always look outside and beyond itself.

Applicants to the order of deacon need to have the character of a servant, and this character should be visible in the applicant's life and ministry. Ordination to the diaconate is not a way to recognize or validate existing ministries, but a means of forming living icons who illuminate Christ as the model of servanthood to all the baptized. Deacons are not ordained to do the outreach ministry for the Church, but lead others into servant ministry in the world. "Vocational" deacons, under any circumstances, will not be ordained priest without the normal discernment and preparation process for priesthood.

Deacons are under the authority of the Bishop and of the supervising priest under whom they work. The liturgical functions of a deacon are not their primary ministry, but are symbolic and expressive of their central ministry:

- serving all people, particularly the poor, the weak, the sick, and the lonely
- interpreting to the Church the needs, concerns, and hopes of the world.

The fundamental difference between priests and deacons according to Archdeacon Ormond Plater of the Diocese of Louisiana is that "priests tend to the 'Church gathered', deacons tend to the 'Church scattered.'" Deacons will normally serve 80% of their ministry in the community and 20% in the Church. Deacons will be servants who have a visible ministry to the dispossessed, are willing to undertake the role of prophet, and will strengthen the servant ministry of the Anglican Church in the Diocese of Fredericton.

Ten components of clergy character

Universal/Foundational Components of Clergy Character

1. Perseverance

Constancy, steadfastness to call, to self and to one's task; persistence; capacity to grow; stamina, staying power amid dissonance and resistance; underlying is an assumption of committing oneself to an ongoing covenant relationship for a specific time period; discipline; ability to live with ambiguity; ability to be forgiving and forgiven; faithfulness.

2. Acceptance of Realistic Limitation

The struggle to be neither more nor less than what one really is; an awareness of sin; ability to live within the sense of the comic and the tragic in one's own life and in the lives of others; eschatological awareness; awareness of a theology of the cross; patience; adaptability; capacity to change and tolerate change; manifestation of joy, humor, laughter; wellness, both in self and in family/household.

Ecclesial Components of Clergy Character

3. Discriminate Assertiveness

Being intentional about planning and implementing objectives; avoidance of a passive and/or dependent stance; resourceful; energetic; and commitment to follow through on tasks and goals.

4. Consultative/Participatory Leadership

Avoidance of either authoritative or laissez-faire approach to decision making; seeing process as important and of equal value to knowledge; ability to accept and tolerate divergent viewpoints; awareness of boundaries and the knowledge of when to ask boundary questions; ability to be collegial, both inter and intra denominationally; ability to integrate leadership styles and functions; not being threatened by others and their divergent styles of leadership; and an understanding of power and authority.

5. Capacity to be Nurturing

The capacity to be sensitive and empathetic toward people; pastoral ability, with skill to listen, to relate, to care, and to communicate caring.

6. Courage to do Mercy and Justice

The ability to demonstrate fortitude to witness to, and to act for the truth; the ability to peacefully work to change the dehumanizing structures of society; and the ability to arouse and prompt the laity to do justice and mercy.

7. Prudence

Presence of a healthy skepticism; willingness to question and probe one another's interpretation of doctrine, ethics, and behaviors; inquisitive; avoidance of rigidity; academic competence, not intellectualism, but wisdom and knowledge; vision or accurate perception; the capacity and ability to make right decisions; the ability to govern and discipline oneself by use of reason; discernment.

8. Integrity with Internal and External History

Integrating God's truth as revealed in history with the truth of one's own life and the life of the Christian community; connecting and integrating symbols; the ability to allow visions to emerge and to see them through; knowing and living

tradition beyond one's own experience and time; awareness of one's own agenda and politics from that of God's; self knowledge; sense of Christian (Anglican) identity and uniqueness, in terms of scripture, tradition and reason; independent trusteeship; trustworthiness.

Personal, Psychological Components of Healthy Character

9. Appropriate Sense of Self Worth

Inner resiliency which enables one to stay composed amid adverse circumstances; sufficient ego strength to tolerate unresolved incongruence and conflict; ability to live with what is unchangeable.

10. Appropriate Self Transparency

Integrity regarding one's inner being; willingness to become intimate and secure with the inner self; readiness to share selectively with one's coworkers about one's doubts, assessments, interpretations, values, commitments and visions; intention to disclose personal interests, conversational pieces, histories; connecting of life activities in a way that transcends professional functions.

2 Discernment, formation and education of deacons

The process of discernment, formation and educational expectations for deacons is outlined in the [Bishop's directive \(7.2\) on discernment](#).

3 Relationships of the Deacon

Bishop Traditionally, deacons serve immediately under the authority of the Bishop. In this diocese, most deacons will be assigned by the Bishop to a parish or chaplaincy and will serve under a supervising priest, normally the incumbent. Deacons may, however, be reassigned by the Bishop and continue to function as deacons. Deacons are expected to negotiate a written covenant between themselves and the parish or institution in which they are serving, to be approved by the Bishop. A new covenant is negotiated when there is a change of supervisor.

Diocese As members of the Clergy, deacons are invited and active at meetings of deanery clericus. Some accommodation should be made to keep deacons informed of the content of clericus meetings when held during the working day. Deacons have an important integrated place within the "business" of the diocese. Deacons are to always look for opportunities to make, encourage and affirm ministries which connect the Church to the world and vice versa. Deacons are bridges and connectors. If not a diaconal responsibility, an opportunity may be missed. Deacons are considered members of the college of clergy and therefore are voting members of synod, may serve as clerical members of commissions and

committees, and as clerical representatives. Deacons vote as clergy when there is voting “by orders.”

Parish

Role

The Deacon is encouraged to attend meetings of the Parish Corporation without vote, but reports regularly and when requested on the on-going work. A deacon assigned to a particular parish is considered “assistant clergy” and, as such, will resign should the incumbent resign his or her appointment. The Deacon may be re-appointed by the bishop to serve during the interim under the direction of the bishop and/or the territorial archdeacon and the parish wardens. Upon the appointment of a new incumbent, the Deacon's covenant may be re-negotiated or the Bishop may appoint the Deacon to another ministry.

During parish interims

Interim ministry is a perfect opportunity for a deacon to model servant ministry and help others to act on their roles and talents. The goal is to be a positive stabilizing influence for the congregation, avoid taking sides or being triangulated into difficulties. The Deacon, under no circumstances, assumes the role of parish or congregational leadership. The outlined role of a deacon in the liturgy remains the same during a parish interim arrangement. The Deacon should:

- Attend all meetings of the parish corporation in order to assist in the discovery of options and needs. This is a time to listen and relay concerns to the bishop when appropriate. The Deacon becomes a “coach” to assist the congregation in remaining mission-minded and focused on the future. The Deacon also becomes an “encourager,” helping the wardens and vestry to assume the role as stabilizing influence for the congregation.
- Review resources in the church, encourage volunteers to be lay administrators of Communion, lay visitors, teachers, servers, ushers, hospitality people. From buildings and grounds to hospital visits to Sunday worship, the parish remains constant in its functioning.
- Communicate with the bishop, regional dean and territorial archdeacon so they are able to assist with resources. Assist in communication within the parish so that, when appropriate, everyone is aware of information and decision-making meetings and the outcome of each. Maintain a relationship with the other parishes in the deanery, archdeaconry and diocese.
- Determine not to serve as a “volunteer interim” as tension develops between the congregation wanting the Deacon to step into the role of leader and the Deacon's call to servant ministry. The congregation will learn to look to the wardens as leaders while the Deacon maintains the role of coach. This is a time for a deacon to take an intentional role of

listener, and define the role of conduit of communication between the Bishop, wardens and the congregation.

4 Specifics for the (vocational) Deacon

a. Ordination of deacons

Deacons will normally be ordained in the Cathedral. The rite of the “Celebration of a New Ministry of a Deacon” may be used in the local congregation of appointment, especially when the ordination takes place elsewhere.

b. Conferences and continuing education

Deacons will be invited to the annual diocesan clergy conference and to other clergy educational and social gatherings. In addition to these, other conferences and continuing education events may be offered especially for deacons. Deacons are expected to place a high priority on continuing education and formation.

c. Communication

Deacons are listed with diocesan personnel and receive mailings in accordance with the practice of the Diocese.

d. Covenants and license

Deacons and their supervising priest shall together design and approve a covenant outlining the specifics of the Deacon's ministry in that place renewed annually before the end of every calendar year. The Bishop or the Bishop's designee shall approve the Covenants. A deacon will be licensed to ministry by the Bishop. No deacon will function in ministry without a current license and covenant.

e. Stipend, reimbursement and allowances

Deacons are normally non-stipendiary although unique circumstances may exist. The reimbursement of incurred ministry expenses and the provision of resources for continuing education by the Parish or institution is assumed.

f. Titles and forms of address

These directives pertain specifically to “vocational” deacons, not “transitional” deacons. “Vocational” deacons are usually referred to in spoken address as “Deacon John Doe.” The appropriate form of written address for a deacon is “Deacon” before or after the person's name or formally “The Rev’d John Doe, Deacon.” “Deacon” will always appear in the Title.

g. Liturgical dress

Liturgical dress follows the tradition of the Church and local custom. The stole is worn over the left shoulder with an alb, or cassock and surplice (or cotta). Local

custom for other vesture should be followed. The traditional dress for sacramental ministrations is alb and stole or cassock, surplice (or cotta) and stole. The traditional dress for the Liturgies of the Word (non-sacramental), is cassock and surplice (or cotta).

h. Street dress

Clerical street wear is not the norm for deacons, however, such attire may be worn under the following circumstances:

1. When administering Communion from the Reserved Sacrament to the sick and shut-in.
2. For admission and recognition in hospitals, jails, other institutions, and in other specialized ministry situations when appropriate.
3. Under liturgical attire during the liturgy, and at events where such celebrations and services take place.

Appendix A [Deacon / Incumbent / Parish Covenant](#) [Annual Assessment](#)
(these documents revised September 2015)

Appendix B [Celebration of a New Ministry of a Deacon](#)

Issued 25 September 2009

PARISH APPOINTMENTS PROCESS PROTOCOL

1. Preamble

Each parish corporation (church wardens and vestry) is required by Canon Seven to appoint a (standing) Parish Advisory Committee ([Canon Seven](#) 2(3)). The PAC normally begins to function when a clerical vacancy occurs. It has the serious responsibility of advising the Bishop during the process that leads to the Bishop's appointment of a new rector. As part of this process, it is essential that prospective clergy are given as much information as possible about the Parish and its community(ies) so that they are aware of the parish's aspirations, strengths, challenges, sense of mission, relations with and place in the community at large, demographics, etc. Equally important, committee members need to be well-prepared and confident in advising the Bishop as to the priest who is best suited to pastor the people and lead the Parish into the future. In the early stages of the process it is essential that the whole parish community be involved in a carefully constructed review of how it is now doing, its strengths, the challenges it faces and the future of the Parish. Outlined below is a recommended process to guide the Parish Advisory Committee in its work.

2. General Procedures

- 2.1 In accordance with [Canon Seven](#), a Parish Advisory Committee (advisory to the Bishop) is to be appointed by the Corporation at its first meeting following the Annual comprised of the two church wardens and three members of the vestry. One of the five members is to be chosen as chair and one as secretary both of whom shall be reported by way of the annual parish return no later than 15 March.
- 2.2 The Committee will meet with the territorial archdeacon at the request of the Bishop following the departure of the resigned incumbent.
- 2.3 The Committee should do its work with the goal of the vacancy being filled within six months after the departure of the incumbent.
- 2.4 Depending on the specific situation (financial, demographic, etc.), the Committee may wish, or be asked by the Bishop, to give consideration to amalgamating or joining forces with one or more other parishes in the process leading to an appointment. If there is a decision to consider amalgamation or the sharing of clergy by more than one parish, a joint advisory committee will be established in close consultation with the territorial archdeacon.
- 2.5 Each meeting of the PAC should begin with prayer and study. (See attached appendix)
- 2.6 The first meeting of the PAC shall be with the Archdeacon, ideally within two weeks of the departure of the incumbent.
- 2.7 The Advisory Committee and Archdeacon will first review the information and requirements of [Canon Seven](#) s.2, along with this directive. They will

then review the history of the Parish, its present strengths, its challenges and its aspirations. The Archdeacon will also review with the Committee the contents of the Parish Profile form and the four major tasks of the Committee which are:

- 2.7.1 overseeing a process that engages parishioners in a full and open discussion of the parish's strengths, challenges, aspirations and leadership needs in relation to the mission and vision statements of the Parish and the Diocese;
 - 2.7.2 developing and writing a parish profile which describes all aspects of the Parish including 2.7.1;
 - 2.7.3 sending the parish profile to the Archdeacon and Bishop, meeting with the Bishop and working with the Bishop in determining clergy to be considered;
 - 2.7.4 requesting from the Bishop's Office resumés (or clergy profiles), interviewing (usually not more than three) and, reporting findings regarding a potential calling to the Bishop.
- 2.8 The Archdeacon will review with the PAC the need to work together as a team, to maintain confidentiality during the process and afterward regarding personnel information on all prospective candidates.

3. Engaging parishioners in the early stages

3.1 It is very important that the Committee develop a parish profile which not only describes the Parish at present but also looks to the future – especially in reference to the statements of mission and vision. The Committee should carefully plan and carry out the discussions and consultations within the Parish. This can take several forms depending on the governance structures established within the Parish:

- 3.1.1 meeting with the vestry
- 3.1.2 meetings with various committees
- 3.1.3 meeting with the congregation
- 3.1.4 surveys or questionnaires
- 3.1.5 meeting with youth and other unique groups within the Parish
- 3.1.6 invitation for individual parishioners to send to the Committee their views

3.2 Typical questions to be asked include:

- 3.2.1 What are our present strengths in relation to statements of mission and vision?
- 3.2.2 What are the most important challenges we are facing?
- 3.2.3 Where do we want to be as a parish five years from now?
- 3.2.4 What kind of leadership do we need from within the Parish?
- 3.2.5 What kind of leadership do we need from a new rector in order to grow and change?
- 3.2.6 What are the characteristics that define us as a parish?

3.2.7 Where is the Holy Spirit leading us?

NB Expertise is needed in implementing the process through which the congregation is engaged in these discussions and consultation. It is highly recommended that the Committee ensure that a leader or facilitator with proven capability in carrying out consultations is used - particularly in discussions with the congregation, committees and youth/special groups. The results of these discussions and consultations are the foundation upon which the Parish Profile is developed.

4. Developing and writing the parish profile

- 4.1 The profile begins with a composite and thorough picture of the Parish as it stands. The profile provides facts and information regarding parish property, finances, trends in envelope offerings, community and congregational numbers and demographics, governance – the way things get done through vestry, committees, groups, etc., worship patterns, mission/outreach activities, Christian Education and spiritual growth programs, fellowship opportunities within the Parish, etc.
- 4.2 A second important element of the parish profile is a clear description of the parish's plans and hopes for ministry in the years ahead.
- 4.3 The profile provides solid information for the Parish, the Bishop and the Archdeacon. It is important for the Committee to understand that the Bishop reserves the right to ask the PAC to make certain changes/additions to the profile based on his knowledge of the diocese, archdeaconry and parish.
- 4.4 The profile becomes the tool by which the Bishop and the Advisory Committee can reach agreement on the kind of priest that is needed – leadership and pastoral skills, years and types of experience, 'fit' with the future needs of the Parish and its people, etc.
- 4.5 The profile also becomes the base from which the Committee will develop the questions that it will ask in any interviews with prospective clergy.
- 4.6 The final version of the parish profile is to be shared with the vestry as information.

NB Please see "The Parish Profile" for details of the information that needs to be provided.

5. Meeting with the Bishop

- 5.1 The Committee sends the completed profile first to the Archdeacon who signs off on the final draft. The finished document is sent to the Bishop.
- 5.2 If no changes are suggested or requested, the PAC will ask to meet with the Bishop to discuss potential candidates for the Parish.
- 5.3 At this meeting a decision may be made as to who could or will be the next rector. In most instances, however, the Bishop and the PAC will review

possible candidates to be considered. In most cases three names will be selected for interviews.

6. Process of selecting a preferred candidate

- 6.1 The PAC will send to each candidate a copy of the parish profile.
- 6.2 The PAC will establish a set of questions which will be the basis for questioning all the candidates interviewed.
- 6.3 The questions should flow from the parish profile, and be focused on subjects that are important to the future of the Parish.
- 6.4 Based on the Parish Profile, the PAC should also establish a list of characteristics that the Parish would hope to see in a new priest and rector.
- 6.5 The PAC may establish a rating scale from 1 - 10 (not important to very important) against which members can evaluate the strengths, abilities and characteristics of each candidate.
- 6.6 The interviewing process should involve the following:
 - 6.6.1 A member of the PAC will arrange with each candidate an interview time and location, and all members should be present for all interviews.
 - 6.6.2 A tour of the church and rectory should be arranged for the candidate and his/her spouse.
 - 6.6.3 The PAC may wish to interview one or all candidates more than once.
 - 6.6.4 In the interview each committee member may take the lead in asking questions that relate to an important subject.
 - 6.6.5 Members should write down a summary of each candidate's responses to the questions posed.
 - 6.6.6 Towards the end of the interview there should be opportunity for each candidate to ask questions – for example, information related to the Parish Profile or the future of the Parish, the rectory or housing allowance, stipend and other benefits, parish expectations, the community(ies), any concerns he/she might have, etc.
 - 6.6.7 After each interview each member of the Committee should quietly and confidentially rate the candidate against the agreed-upon characteristics hoped for in a new priest and rector and their 'fit' with the Parish.
 - 6.6.8 There should be a general sharing of members' views (and rating forms, if used) after the interview.
 - 6.6.9 The final step in the process is the development of a recommendation to the Bishop. The Committee will come together to pray, share information and views, and – guided by the Spirit – reach agreement on a recommendation to the Bishop.
 - 6.6.10 All of this should be done in relation to the parish profile, the present situation of the Parish and its aspirations for the future. Once there is

unity among the members, a recommendation can be communicated to the Bishop. Normally, the PAC will, as part of its recommendation(s) to the Bishop, list the interviewed candidates in order of priority.

- 6.6.11 The Bishop shall make the final decision and call the selected candidate. He/she will then inform the Advisory Committee. Only when authorized by the Bishop shall the name of the new priest and rector become public knowledge.

NB Confidentiality is essential throughout the appointment process.

Appendix 1

Each meeting of the Advisory Committee should begin with prayer and study.

- In the case of the study of Scripture, four questions might be asked:
 1. What does the text say? i.e. seek out the meaning of the passage(s).
 2. What do I say?
 3. What impact does the Scripture have for me personally?
 4. How would I pray about this?
- Compose a prayer based upon the answer to the first two questions. What am I going to do? What impact does the Scripture have on my life and ministry?
- At the close of each session assign leadership of the study for the next session for home study and prayer. Close with a prayer for the guidance of the Holy Spirit.
- Some suggested texts as background in building the Parish Profile are:

The Church: Colossians 3:12-17; 1 Corinthians 11:23-26; Luke 24:13_35

The Laity: 1 Corinthians 12:12-28 Ephesians 4:1-16; Matthew 28:16_20

The Ordination of a Priest: Isaiah 6:1-8; 1 Peter 5:1-4; John 6:35-38; 10:11-18

Consult the Ordination Service - "The Examination," BCP (pp.648-653), BAS (pp. 646-647)

The Pastoral Ministry: 1 Corinthians 4; 1 Peter 5:1-11; Matthew 7:7-12

The Priesthood: Hebrews 4:14-5:10; John 15:1-17

Ordination BCP (pp.654-653), BAS (pp.648-649)

The Cost of Ministry: Revelation 5:6-14; 2 Corinthians 5:17 6:15; Matthew 9:35-10:39

The Discipline of Ministry: 1 Corinthians 9:16_27; John 21:15-19

The Prayer of Union: John 17

Prayer for One Another: Ephesians 1:15-23; 3:14-19; Philippians 1:3-11

The Faithfulness of God: Romans 8:31-39; St. Matthew 5:1-12; 6:19-34

Issued 15 February 2013

INTERIM PARISH MINISTRY

To be used as a directive from the Bishop during the interim period when a previous rector has departed, and before the new rector has been appointed.

- 1 The Bishop, or his representative, will be responsible for placement of interim minister(s). The person functioning as interim minister is subject to the discipline and authority of the Bishop. Whenever possible the appointment will have a definite term.
- 2 In concert with the Wardens, the interim minister will report on a regular basis to the Bishop, or to the person whom the Bishop appoints, i.e. Archdeacon / Regional Dean / neighbouring parish priest.

- 3 The Interim Minister

(a) is to maintain the viability of the church or parish in which he/she is to minister. Reference: [Directive 8.2 The Priest in the Parish](#) and [Directives under Section 1 General Liturgy and Worship](#).

b) will honour the tradition and practice of the Parish. He/she will maintain and encourage pastoral duties plus the Christian activities of the laity. Continuing the programmes already established and reporting to the Bishop if unfamiliar with local practice rather than 'shelving' until the new rector is appointed.

c) should ensure that any change of direction in programme, liturgical practice, education materials introduced, schedule and location of services etc. is:

- In accord with the directives of the Bishop,
- Is really wanted / needed by the Congregation, and
- Has grown out of an assessment / evaluation by the Congregation and Bishop.

d) will recognize that a congregation in an interim period is already dealing with change. Even what may appear to the interim minister as "minor" changes may be more than what people are able to cope with during the interim. An interim minister's preference for "things" one way or another is not good cause for change. Using the appropriate structures and consulting with the Bishop will help legitimize and empower the agreed to change(s) and proceedings. Likewise the interim should be careful not to promote systemic changes, such as amalgamation of churches or a new rectory during an interim period.

- 4 All gifts or bequests that will constitute changes to the fabric of a church building, or other buildings, in any parish during the interim period must only be

considered on a tentative basis, and will be subject to final approval for implementation by the Bishop.

- 5 Removing, adding, or altering church furnishings without the expressed wishes of the congregation and without consultation with the Bishop, is to be discouraged. Appropriate faculty is required for additions to the fabric of the church proper.
- 6 The interim minister is to increase the potential for a successful ministry by the next incumbent. Emphasis on fellowship and reconciliation are opportunities which may bring about needed and helpful congregational healing during the 'grief', loss, or waiting period. The updating of mailing lists, inventories of churches and offices, and review of reporting procedure and other data which would be helpful to the incoming rector are worthwhile projects during an interim ministry.
- 7 Where possible, the interim minister should nurture the congregation to become future oriented. The congregation may have experienced hurts from the past, thus becoming inward looking. It is in the best interests of the ongoing ministry of the Bishop, and of the congregation, that the interim minister identify and communicate in his/her report to the Bishop any information which will enable the Bishop to provide appropriate consideration for future appointment.
- 8 The interim minister is not to become involved with the Bishop's Advisory Committee on Appointments.
- 9 The interim is not to be considered as candidacy for appointment.

Issued February 2005

EMERGENCY PREPAREDNESS AND RESPONSE

Serving people in our local communities at times of greatest need
Because God so loved the world ...

From time to time situations of crisis arise when the Church is called to serve the local community. For various reasons, often not least of all our existing structures, local churches have wished they could participate in responses to local emergencies, but either could not, or at best were less effective and slower in that response than they would like. Too often this can also be due to simply being unprepared, creating the need to improvise a response in less than ideal circumstances.

The following is provided as guidance to local churches in emergency preparedness, the first step in enabling the people of God to respond when disaster strikes close to home.

- Meet with members of your local congregation and like-minded members of other local churches, and determine what type of response your people are most capable of providing in response to a variety of local emergencies: incidents potentially involving a lot of local casualties in a school bus accident, an over-turned hay ride, a shooting incident at a local school, alternatively a lot of locally displaced people, who may have lost their homes due to a major flood, ice storm or fire.
- Make contact with and meet with your local municipal, district or regional Emergency Measures Organization to discuss with them the types of help you could provide, what needs they anticipate and what plans they already have in place. Get to know the other people who would be activated and responding to any local emergency. Ensure they and you know what types of help could be most effective and how you would establish contact and organize your response in the event it were needed.
- Write down your response plan, detailing what you would intend to do, where and how. Ensure you have a detailed and accurate call-out activation plan linked with your local Emergency Measures Organization to ensure you know how you are going to call out the people necessary to make your response work. Consider how this is going to work given that your people are also potentially involved in being part of the disaster: possible casualties in your own congregation, loss of electrical power, downed phone lines, blocked roads, loss of your own building or having members of your church work with members of a different denomination out of another church building, for example. Make sure your local Emergency Measures Organization, other involved local churches and the Diocesan Office

have copies of your written plan and know how to contact and support you if needed.

- Practice your plan and develop a means for keeping in touch with your local Emergency Measures Organization so you can adapt the plan as things change in your area over time. Ensure you have someone responsible for reviewing your plan and keeping your contact information up to date as people and phone numbers and other circumstances change.

Diocesan Council Mission Outreach Team
December 2012

INTERACTION WITH THE MEDIA

This is to further clarify our policy, in effect since the episcopacy of Archbishop Claude Miller, regarding dealings with the media.

No clergy, diocesan staff member, parish corporation member or parish staff shall speak to the media without prior consultation with the diocesan communications officer and/or the bishop.

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