

DIOCESAN STANDARDS

Governing Lay Pastoral Personnel in Parishes

Archdiocese of Montreal



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While this is an official English translation of the French document, *NORMES_DIOCÉSAINES_personnel_pastoral_laïque_paroisse-FR-2023-01.vf.pdf*, should there be any dispute of the document due to language, it is the French version that takes precedence and should be referred to.

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SECTION I – EMPLOYMENT LINKS

1. PASTORAL MANDATE

The *pastoral mandate* is the act whereby the archbishop, recognizing the spiritual qualities, abilities, skills, and suitability of a lay person¹, chooses the associate “to collaborate in the exercise of pastoral care and sends him or her on a mission” in a specific milieu². It defines the ecclesial bond between the person mandated and the Catholic Church that he or she represents.

In paragraph 1, the terms are defined as follows:

1.1 “*The Archbishop*” is the Archbishop of Montreal.

1.1.1 It is the archbishop’s responsibility to assign the pastoral mandate and to stipulate the terms therein; he grants the pastoral mandate by a *letter of appointment*, in which are designated the function, the place, and the duration of the mandate.

1.1.2 A false declaration shall result in the immediate withdrawal of any letter of appointment declaring that a mandate had been granted by the archbishop.

1.1.3 In the event of a serious violation of the terms of employment as described in this document, the archbishop may at any time suspend or revoke the pastoral mandate.

1.1.4 A pastoral mandate does not constitute an employment contract.

1.2 “*Spiritual qualities and capacities*”:

Aptitudes and attitudes necessary to adequately fulfill the functions required in the community where the mandate is to be exercised, including:

1.2.1 Have an evangelical approach.

1.2.2 Awareness of the responsibilities involved and an aptitude for teamwork.

1.2.3 Capacity for making decisions using discernment.

1.2.4 Initiative and ability to carry through on projects.

1.2.5 Ability to be welcoming and to listen.

1.2.6 Ability to form and animate groups.

¹ The term “lay person” is employed here in the sense of an unordained person. Members of religious institutes are included.

² Assembly of Quebec Catholic Bishops, *Le ministère d'agente et d'agent de pastorale laïque, document de référence* (The Ministry of Lay Pastoral Associate, Reference Document). Montreal, AECQ, 2017, p. 5.

1.3 “Skills”

The Ministry of Lay Pastoral Associate requires the skills necessary to ensure that their contribution to the exercise of pastoral care will be meaningful, professional, and credible.

Relevant pastoral experience acquired through the candidate’s active participation in the life of a Christian community is a necessary condition for this position.

1.3.1 The initial formation required for the position are as follows

- BA in Theology
- BA in another field of study with at least a university certificate in theology or pastoral studies (30 credits)

1.3.2A certain minimum of continuing formation is required every year and is considered an activity that is integral to the position (article 12). The maintenance and development of one’s skills ensures that one remains up to date of issues and challenges arising in the pastoral mission.

1.4 “Suitability”

Persons are recognized as apt for this role when they assume the faith of their baptism and are able to bear witness to it by a way of life consistent with the teaching of the Church, taking into account their personal journey. They have known a significant ecclesial, spiritual, and community life experience; they are capable of making connections between faith and life; and they are in solidarity with the thought and mission of the Roman Catholic Church in communion with the diocesan bishop³.

1.4.1 The person has received the sacraments of Christian initiation within the Catholic Church.

1.4.2 In the case of a religious, the person must have received authorization from the superior of his or her community in order to occupy the position.

1.4.3 The person is in compliance with the criteria set out in the policies of responsible pastoral ministry, among which is the requirement of

³ Assembly of Quebec Catholic Bishops, *Le mandat pastoral décerné aux agentes et agents de pastorale laïques* (The Pastoral mandate granted to lay pastoral agents), reference document adopted by the AÉCQ March 12, 2004.

verification for high-risk positions that there exist no impediments to the person's employment.

2. DIOCESAN LETTER OF ATTESTATION (PERMIS D'INTERVENTION)

- 2.1** A person who is completing initial formation and has not yet obtained sufficient qualifications to be granted the status of pastoral associate is called a pastoral collaborator. A letter of attestation from the Archbishop confirms that the person is completing university studies. The status of pastoral collaborator remains in effect until the qualifications have been obtained.
- 2.2** Throughout the formation and/or discernment phase, the terms of employment and salary are those provided for in the "Diocesan Standards Governing Lay Pastoral Personnel" in the Diocese of Montreal.

3. EVALUATION

- 3.1** At the end of every pastoral year, it is essential to ascertain by means of an evaluation how objectives have been met in relation to accomplishing the tasks designated at the beginning of the pastoral year between the priest or the respondent priest and the employee.
- 3.2** During the probation year, it is recommended that an evaluation be conducted at the end of the first three months.

4. EMPLOYMENT CONTRAT

- 4.1** An employment contract must be signed by the Fabrique (the employer) and the salaried associate (the employee) within three (3) months of the employee's assuming their functions. The employment contract requires the prior granting of a pastoral mandate or letter of attestation. See articles of the contract, Appendix 2.

5. TERMINATION OF EMPLOYEMENT

- 5.1** The employer or the employee must provide the other party with written notice before terminating a contract which is in effect. They must inform the diocesan pastoral authorities and the archbishop.
- 5.2** A notification from the employer should indicate the reasons for the dismissal.
- 5.3** The employer may not eliminate the position of pastoral associate or of a collaborator without the Archbishop's authorization and must provide three

months' prior notice before eliminating the position of a pastoral associate or a pastoral collaborator.

- 5.4** If the position is eliminated, or the employee is dismissed, or the pastoral mandate is not renewed, the pastoral associate must, before his or her departure, return to the parish or the organization to which he or she was appointed any physical assets which were placed at his or her disposal for the purpose of carrying out the work, as well as any confidential information, computerized or otherwise, acquired in the course of the period of employment. No copy of this information is to be retained by the associate, who is subject to Section 1991, Ch. 64, Art. 2088 of the Civil Code of Quebec⁴: *“The employee is bound not only to perform his work with prudence and diligence, but also to act faithfully and honestly and not use any confidential information he obtains in the performance or in the course of his work. These obligations continue for a reasonable time after the contract terminates and permanently where the information concerns the reputation and privacy of others.”*

⁴ <https://www.legisquebec.gouv.qc.ca/en/document/cs/CCQ-1991>

SECTION II - TERMS OF EMPLOYMENT

6. WORDAYS AND WORK HOURS

- 6.1** The regular work week of the lay pastoral associate and the PCL is thirty-five (35) hours per week full-time, which may include evenings and weekends.
- 6.2** Any employee whose employment contract stipulates a work week of less than thirty-five (35) hours is deemed to be part-time. An employee working less than twenty (20) hours per week is not eligible for coverage under the group insurance policy.
- 6.3** The work schedule is established by agreement between the pastor or respondent priest and the employee and depending on the pastoral requirements of the milieu.
- 6.4** The employee is entitled to two (2) consecutive days off weekly.

7. OVERTIME

- 7.1** Overtime hours are only approved if authorized in advance by the pastor or respondent priest. Overtime hours are compensated at a “straight” rate and are to be taken in time off, not to exceed ten (10) workdays, unless by previous agreement with the pastor or the respondent priest.
- 7.1.1** With prior approval of the pastor or respondent priest, such time off may be taken during the summer or at a time when the employee’s absence will have less effect.

8. HOLIDAYS

Paid holidays are as follows:

- January 1 (Mary, the Holy Mother of God)
- Day after New Year’s Day⁵
- Good Friday
- Easter Monday
- Monday preceding May 25 (National Patriots’ Day)
- June 24 (St. John the Baptist)⁶
- July 1 (Canada Day)

⁵ If this is a Saturday, the holiday will be on the following Monday.

⁶ If this Feast falls on a Saturday, the holiday will be on the Friday; if it falls on a Sunday, it will be on the Monday

- First Monday in September (Labour Day)
- Second Monday in October (Thanksgiving)
- Afternoon on Christmas Eve⁷
- Christmas Day
- Boxing Day⁵
- Afternoon on December 31 (New Year's Eve)⁷

The employer may, however, grant days off at its discretion, in addition to the holidays listed above.

9. VACATION

- 9.1** The reference year extends from September 1 of the preceding year to August 31 of the current year. In all cases, for all full-time and part-time employees, the number of vacation days is calculated on a basis of years of employment accrued in the diocese as of September 1 of the current year.
- 9.2** Every full-time employee having accrued more than three (3) months of continuous service, but less than one (1) year of service is entitled to paid vacation leave at the rate of 1.25 working days per full month worked up until the first day of vacation time taken, which may begin to be taken as of June 30 and thereafter.
- 9.3** Every full-time employee having completed one year of employment is entitled to annual paid vacation leave of fifteen (15) working days.
- 9.4** Every full-time employee having completed three (3) years of employment is entitled to annual paid vacation leave of twenty (20) working days.
- 9.5** Every full-time employee having completed ten (10) years of employment is entitled to annual paid vacation leave of twenty-five (25) working days.
- 9.6** The selection of vacation time shall be made by mutual agreement between the employee and the priest or respondent-priest, but the final decision shall be the latter's. The employee must make his or her wishes known in writing before May 1 of each given year. Vacation time may not be accumulated year over year.
- 9.7** Upon his or her departure, an employee shall receive, in addition to the usual remuneration, compensation for vacation leave accrued (and not taken) from September 1 until the date of his or her termination. This amount is calculated at the rate of 6%, 8% or 10% of the employee's gross salary earned during said period, the respective rate depending on the employee's vacation entitlement during the given reference year.

⁷ If this day is a Saturday or a Sunday, the holiday will be taken on the preceding Friday.

- 9.8** In the event of a change of position or function within the Diocese of Montreal, the employee remains eligible for all employment benefits, provided that there has been no interruption in the employee's remuneration (and no interruption of work).

10. PERSONAL LEAVE

10.1 Death

- 10.1.1** In the event of the death or funeral of an employee's mother, father, spouse, brother, sister, child or stepchild, son-in-law, daughter-in-law, father-in-law or mother-in-law, the employee is authorized to take leave from work for three consecutive (3) working days without incurring any reduction in remuneration. The employee may take an additional two (2) consecutive days' leave, however in this case the leave will not be paid.
- 10.1.2** In the event of the death or funeral of an uncle or aunt, a grandparent or grandchild or a stepfather, stepmother, stepbrother, or stepsister, the employee may take leave from work for one (1) working day without incurring any reduction in remuneration.
- 10.1.3** The first of these days shall be taken on the day of or on the day following the death. The employee must provide to the employer written notice as to the days to be taken in the event of a death or funeral.

10.2 Wedding/Birth/Adoption

- 10.2.1** An employee may take leave from work for five (5) consecutive working days on the occasion of his or her wedding, the birth of his or her child, the adoption of a child, or a miscarriage occurring at or after the 20th week of pregnancy. The first three (3) days of this leave may be taken without incurring any reduction in remuneration. The employee may in these circumstances take an additional two (2) consecutive days' leave. This extended leave will not be paid.
- 10.2.2** An employee may take leave from work for one (1) day for the wedding of a family member, including the employee's father, mother, son, daughter, brother, sister, step-father or step-mother. If said day is a normal working day, there shall be no reduction in the employee's remuneration.

11. SPIRITUAL RENEWAL

During each calendar year, the employee is entitled to the time equivalent of one work week (the number of hours or days worked per week) for a spiritual retreat or renewal session without incurring any reduction in remuneration. These days are not cumulative year over year, and they may not be exchanged for money as compensation or converted to paid leave.

12. FORMATION

During each calendar year, the employee is entitled to a minimum of two (2) to a maximum of six (6) days per year for initial or continuing formation, without incurring any reduction in remuneration. This time is to be determined in agreement with the pastor or respondent priest, as the case may be.

In the event that a formation program is offered by the Archdiocese, between 50% and 100% of the registration fees will be paid by the employer, while the employee alone will pay travel expenses and meals.

13. SALARIES

13.1 Remuneration of the lay pastoral personnel in parishes is established by the diocese.

13.1.1 The employee's base salary is determined according to the diocesan salary grid and taking into account the formation and years of recognized pastoral service in the Archdiocese of Montreal.

13.1.2 At the conclusion of each fiscal year, a salary grid is produced for the coming year by the Diocesan Finance Office. This grid is then forwarded to parishes by the Administrative Services to Fabriques Department (DSAF), as well as to the lay pastoral personnel by the Office for Pastoral Personnel (OPP).

13.1.3 Any adjustment pertaining to the employee's academic formation will be made following receipt of written confirmation, to the satisfaction of the employer, of the award of the diploma.

14. EMPLOYEE BENEFITS

14.1 Pension funds

14.1.1 The employee may enroll in the diocesan group pension fund as of the first day of his or her second year of employment, or after having accrued 700 hours worked, by contributing the amount stipulated to this effect.

You may participate in a Registered Pension Plan as of January 1 of the year following the calendar year in which you have worked a minimum of 700 hours for your employer or you have received from your employer remuneration in an amount equalling at least 35% of the maximum pensionable earnings as established by the QPP (Quebec Pension Plan) for the preceding year.

14.2 Group Insurance

14.2.1 After having completed three (3) months of service, every new employee who works at least twenty (20) hours per week must enrol in the group

insurance plan⁸ at the end of his or her third month of work, although an employee may be exempted with proof of an existing insurance plan. This exemption applies only to health insurance.

14.2.2 After having completed three (3) months of service, the employee is protected under a group insurance plan that will cover part of his or her salary during an illness that extends beyond one week.

14.2.3 In the instance of parental leave, the employer continues to pay its contribution and the employee must continue to pay his or her contribution to the employer throughout the duration of said leave.

15. ABSENCES

15.1 Sick leave

15.1.1 A full-time employee is entitled to seven (7) working days of sick leave. For a part-time employee, the number of days allowed is proportional to the days worked.

15.1.2 Days absent are counted on the basis of a full year: that is, from September 1 to August 31.

15.1.3 These days are not cumulative year over year, and they may not be remunerated or converted to paid leave. At the termination of employment, the days not taken are not compensated.

15.1.4 Any employee taking sick leave must advise the priest or respondent priest of his or her absence and the reason for said leave.

15.1.5 After two consecutive days of sick leave, the employer may require the employee to provide documentation as to the reason for said leave.

15.2 Absence for family or parental reasons

15.2.1 If attested to by a health or social services professional governed by the *Code des professions*, an employee may be absent from work for ten (10) days per year to fulfil parental obligations with respect to the custody, health or education of his or her child or to attend to the health care of a parent or other person for whom the employee acts as caregiver.

15.2.2 To be entitled to absences of this type, the employee must have completed three (3) months of continuous service. The law provides for a total of two

⁸ The Desjardins group insurance plan for employees of the Fabrique of the Archdiocese of Montreal applies only if the employer (parish) has subscribed to it.

(2) days of paid absence of this type per calendar year (from January 1 to December 31). The remaining eight (8) days are not remunerated. These days may not be carried over from one year to the next and they may not be remunerated.

15.2.3 The employee must advise the employer of his or her absence as soon as possible and must take all reasonable precautions available to limit the need and the duration of such leave.

15.3 Long-term absence (illness, family or parental grounds) or accident

The provisions of the Act respecting labour standards are applicable.

15.4 Other absences

Any absence for reasons other than those cited above may be approved in advance and at the discretion of the priest or respondent priest.

15.5 Elections

On the day of the election, under the terms of electoral law, an employee who is entitled to vote may take leave from work to have a period of four (4) consecutive hours permitting him or her to go and vote before the polling stations are closed.

16. GENERAL TERMS GOVERNING ABSENCES AND LEAVES

16.1 To be entitled to these absences and leaves, an employee must have completed three (3) months of continuous service.

16.2 Any compensation paid to the employee for absences shall be equal to one twentieth (1/20) of the salary he or she earned during the four (4) full paid weeks preceding the week of leave and excluding overtime hours.

SECTION III – PHYSICAL AND PSYCHOLOGICAL WORK ENVIRONMENT

17. WORKING REMOTELY

Working remotely is a form of labour organization whereby the employee conducts all or part of his or her work from a remote workspace by using information technologies.

By agreement with the pastor or respondent priest, and depending on the work to be done, working remotely may be done from the home, on an occasional or regular basis.

18. ZERO TOLERANCE

The parties recognize the right of all persons to work in an atmosphere that is free of any harassment, violence, or discrimination. The employer is committed to ensuring that the environment is free of any abuse.

All pastoral associates, consecrated persons, and other lay actors occupying high-risk positions in the Archdiocese, whether paid or volunteer, must provide a certificate of a record check.

All pastoral personnel, whether mandated or volunteer, working in the Archdiocese of Montreal, must follow training sessions⁹ to assist them in better recognizing and reporting abuse, in whatever form.

⁹ Training focused on the Victims of Abuse – prevention-vigilance and reporting, in four modules

APPENDIX 1: GENERAL PROVISIONS

This ordinance implements a) the provisions of the Code of Canon Law (c. 157 and 231) and of the Act Respecting Fabriques (Articles 4e and 4g, CQLR chapter F-1)

Provisions of Canon Law

Can. 157 – Unless the law explicitly establishes otherwise, it is for the diocesan bishop to provide for ecclesiastical offices in his own particular church by free conferral.

Can. 231 §1. – Lay persons who permanently or temporarily devote themselves to special service of the Church are obliged to acquire the appropriate formation required to fulfill their function properly and to carry out this function conscientiously, eagerly, and diligently.

Can. 231 §2. – Without prejudice to the prescript of Can. 230, §1 and with the prescripts of civil law having been observed, lay persons have the right to decent remuneration appropriate to their condition so that they are able to provide decently for their own needs and those of their family. They also have a right for their social provision, social security, and health benefits to be duly provided.

Act Respecting Fabriques

Article 4(e) – Appoint and dismiss the pastors, ministering clerics, chairmen, vice-chairmen, auxiliary clerics, pastoral associates and pastoral trainees in the parishes and chapelries.

Article 4(g) – Fix the remuneration and allowances payable by Fabriques to pastors, ministering clerics, auxiliary clerics, pastoral associates and pastoral trainees, and specify the method and conditions of payment thereof.

Article 4(g.1) – Establish group insurance plans for the benefit of pastors, ministering clerics, auxiliary clerics, pastoral associates and pastoral trainees, conclude contracts for that purpose with insurers authorized to offer such plans and fix the terms and conditions of payment of the premiums.

Article 4(g.2) – Establish pension plans for the benefit of pastors, ministering clerics, auxiliary clerics, pastoral associates and pastoral trainees, conclude contracts for that purpose with persons authorized to offer such plans and fix the terms and conditions of payment of contributions.

Article 4(g.3) – Require Fabriques to pay all or part of the premiums or contributions payable under the plans referred to in paragraphs g.1 and g.2.

APPENDIX 2: ELEMENTS OF THE EMPLOYMENT CONTRACT

The employment contract for lay pastoral personnel employed by a Fabrique of the Archdiocese of Montreal shall include the following elements:

1. The salaried employee's identification
2. The name of the employing or mandating Fabrique
3. The status of the employment: pastoral associate, pastoral collaborator, full-time or part-time
4. The number of hours to be worked per week
5. The duration of the employment contract and the duration of the pastoral mandate, where applicable
6. The position, with a description of the job and tasks attached
7. The name of the immediate superior (parish pastor or respondent priest)
8. The main place of work
9. The employee's recognized salary grade according to his or her academic training and years of pastoral service at the time of signing the contract
10. Where applicable, the date of enrolment in the group health insurance and pension plans
11. Any other clauses deemed relevant
12. In conclusion, the date and signatures formalizing the agreement of the parties

Notes:

Possession of a pastoral mandate or a diocesan letter of attestation is required in order that the contract be valid.

Remuneration will take into account changes in the diocesan salary grid as at January 1 of each year during the term of the contract.

The parties agree to respect the clauses of the signed contract, as well as the terms of employment as established by the *Diocesan Standards Governing Lay Pastoral Personnel*. The parties shall refer to the *Accompanying Booklet*, the purpose of which is to facilitate the enforcement of the standards in effect.