

## STATUTES AND CANONICAL AGREEMENT FOR THE LATIN MASS CHAPLAINCY IN THE DIOCESE OF MAITLAND-NEWCASTLE

63/2024

### Decree - Statutes

#### 1. PURPOSE

- 1.1. To attend to the spiritual and pastoral needs of diocesan parishioners who wish to celebrate liturgy and pray according to the liturgical books of 1962.

#### 2. MEMBERSHIP

- 2.1. Membership is for Catholics of the Diocese of Maitland-Newcastle, who wish to celebrate liturgically and pray according to the liturgical books of 1962.

#### 3. A BRIEF HISTORY OF THE LATIN MASS POST 1962 IN DoMN

*[to be written]*

#### 4. AGREEMENT FOR CHAPLIANCY SERVICES

- 4.1. Given the diocese does not have priests that can celebrate the 1962 liturgy in conformity with *Traditionis Custodes*<sup>1</sup> it enters this agreement with the Fraternity of St Peter, District of Oceania (FSSP), to provide a priest<sup>2</sup> to this chaplaincy.
- 4.2. The Fraternity of St Peter, District of Oceania, has the right of presentation (cc. 158-163<sup>3</sup>) of the chaplain.

#### 5. TERM AND REVIEW

- 5.1. Twelve months from date of signing.

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<sup>1</sup> [https://www.vatican.va/content/francesco/en/motu\\_proprio/documents/20210716-motu-proprio-traditionis-custodes.html](https://www.vatican.va/content/francesco/en/motu_proprio/documents/20210716-motu-proprio-traditionis-custodes.html) =TS

<sup>2</sup> <https://www.fssp.org/en/decreed-of-pope-francis-confirming-the-use-of-the-1962-liturgical-books/>

<sup>3</sup> [http://www.vatican.va/archive/cod-iuris-canonici/cic\\_index\\_en.html](http://www.vatican.va/archive/cod-iuris-canonici/cic_index_en.html). All canon references are to the Latin Code.

- 5.2. Reviewed at the end of the first twelve-month period in accordance with the Key Performance Indicators (KPIs) being developed for this purpose. If the measured outcomes of the review are satisfactory, then the agreement is for five years renewable.
- 5.3. Reviewed at the end of each five-year term.

## 6. PRIESTS OF GOOD STANDING

- 6.1. The FSSP shall only present priests of good standing, which includes that:
  - 6.1.1. The priest has no criminal record, no substantiated complaints of abuse against him,
  - 6.1.2. nor has ever had criminal charges brought against him or been suspended or canonical disciplined so as to prevent the exercise of his priestly ministry.
  - 6.1.3. The FSSP is not aware of any circumstances that could lead to a complaint of abuse against the priest.
  - 6.1.4. The FSSP holds the considered view that there would not be an unacceptable risk to children or vulnerable adults if the priest ministered in the Diocese.
  - 6.1.5. The FSSP holds the considered view that the priest has no untreated alcohol or substance abuse problem.
  - 6.1.6. The FSSP is not aware of anything in the priest's background or actions that would render him unsuitable to work in ministry or would adversely affect the performance of his priestly ministry.
  - 6.1.7. The FSSP shall provide the Diocese with a Declaration of points 6.1.1 - 6.1.6.
  - 6.1.8. The priest shall likewise provide the Diocese with a personal written Declaration of points 6.1.1 - 6.1.6.
  - 6.1.9. The FSSP will inform the bishop if the Fraternity becomes aware of any concern about the priest, either presently or from his past, or his capacity to properly minister in the Diocese during the term of this Agreement.
  - 6.1.10. The FSSP is aware that the priest will be subject to the requirements of the NSW Child Protection (Working with Children) Act 2012.
  - 6.1.11. Should any matter arise related to an issue of professional standards, or in respect to an issue that might result in canonical penalty, such complaints against the chaplain will be investigated by the Fraternity. After a risk assessment the chaplain maybe stood down while any investigation is undertaken.
  - 6.1.12. A breach of section 6 will be a just cause to nullify either this Agreement if the breach relates to the FSSP or if an individual the individual's appointment.



## 7. APPOINTMENT AND REMOVAL OF CHAPLAIN

- 7.1. The chaplain is appointed by the local ordinary to whom it also belongs to install the one appointed (CIC83 c. 557).
- 7.2. Removal as per c. 563.
- 7.3. If the chaplain is on leave, or for any just reason cannot be available, the superior can appoint the temporary replacement. Notification to the bishop by email is sufficient.
- 7.4. The Fraternity of St Peter, District of Oceania, is responsible for ensuring the chaplain meets all professional standards requirements – safeguarding training, continual professional development, professional supervision. An annual written statement from the Superior that the chaplain has met these requirements is to be provided to the Chancellor.
- 7.5. A breach of section 7.4 will be a just cause to nullify either this Agreement if the breach relates to the FSSP or if an individual the individual's appointment.

## 8. VENUE

- 8.1. The chaplaincy shall have use of St John the Baptist Oratory at Maitland and its grounds (TS Art. 3 §2).
- 8.2. The Diocese of Maitland-Newcastle (DoMN) will have responsibility to supply the necessary liturgical items and physical space for the celebration of the 1962 liturgies. The chaplain will supply an inventory of items that the diocese will provide. The list will form the inventory (c. 1283 2/,3/) which will then be given on loan to the chaplaincy.
- 8.3. The Blessed Sacrament is not to be reserved.

## 9. RELATIONSHIP OF CHAPLAINCY TO THE HOST PARISH

- 9.1. The lay members of the chaplaincy are from many parishes, all are diocesan parishioners. That being said, the Oratory is within Maitland Parish. All sacraments needing recording will be recorded in the relevant registers of Maitland Parish.
- 9.2. The Parish Priest and his staff will be responsible for sending any notifications.
- 9.3. The parish and chaplaincy have no other responsibilities to each other, with the exception of the records noted at point 11.5.

## 10. LITURGY AND PRAYER

In DoMN, at the Oratory,

- 10.1. The chaplain will celebrate mass according to the liturgical books of 1962 on every Sunday and Holy Day of Obligation,
- 10.2. When requested by the faithful, the chaplain may agree to offer the sacraments of Baptism, Reconciliation, Marriage, and Anointing of the Sick, together with the blessings contained in the Roman Ritual according to the books of 1962 to those who wish for them. Any necessary



preparation maybe undertaken by the chaplain, or at the direction of the chaplain in the home parish of the member.

- 10.3. Funerals maybe celebrated and each request will be the Chaplain's decision.
- 10.4. The Triduum, All Saint's Day, and All Souls Day liturgies will be celebrated only if the chaplain is available.
- 10.5. The chaplain will celebrate mass according to the liturgical books of 1962, on September 15 (or the closest Sunday) the Diocesan Feast of the Perpetual Day of Remembrance.

## 11. PASTORAL STRUCTURES

- 11.1. Two roles are mandatory and to be filled by the community members and the individual approved by the chaplain.
  - 11.1.1. Safeguarding Coordinator. This individual is to follow the diocesan guidelines for this role. Including volunteer induction and the annual safeguarding coordinators meeting.
  - 11.1.2. Community Liaison. This individual is to keep the membership abreast of all diocesan events etc. so that the membership can actively engage in diocesan life.
- 11.2. After consultation with the community it may be prudent to establish some other pastoral structures which may include:
  - 11.2.1. a pastoral and finance team to assist the Chaplain.
  - 11.2.2. if established such teams will follow the statutes provided by the diocese for the equivalent parish bodies.
  - 11.2.3. pastoral and spiritual support groups that will benefit the faith life of the members of the chaplaincy.
- 11.3. The establishment of any such groups is the decision and responsibility of the chaplain.
- 11.4. All involved in any pastoral structures are to follow the requirements of the relevant Diocesan policies and procedures.
- 11.5. It is the Chaplain's responsibility to ensure all records associated with volunteering are completed and recorded in the parish where the Chaplaincy is based.

## 12. COMMUNICATIONS

- 12.1. Given the Chaplaincy is a formal part of the Diocese of Maitland-Newcastle the groups communication and advertising will need to be governed by diocesan policy.
- 12.2. The Diocese will provide space on its website for the chaplaincy.
- 12.3. The Diocese will provide all other electronic media platforms of communication (Facebook page, etc).
- 12.4. The Chaplain has the right to make all final decisions relating to such media.
- 12.5. The Diocesan Head of Communication will assist the Chaplain and provide Diocesan Governance.

### 13. FINANCES

- 13.1. For the use of the Oratory on Sunday, the FSSP will give the Diocese a contribution each week. This amount will be taken from the second collection taken up at the Oratory. The amount will be \$30 per hour, for three hours per week (= \$90), plus \$100 cleaning fee per week, for a total of \$190 per week. This amount is to be remitted monthly. The remainder of the second collection will be set aside by the FSSP for the use of the Maitland-Newcastle Latin Mass Community, at the discretion of the chaplain.
- 13.2. The first collection will be retained by the FSSP for their expenses.
- 13.3. The chaplain will also ensure that all other collections mandated by the Diocese and Vatican are collected, when possible, and the moneys given to the geographical parish in which the church is situated.
- 13.4. If the Oratory is used by the Chaplaincy at other times during the week the hourly rate will apply, but not the cleaning fee. This is to be calculated by the Chaplain or his delegate and included in the monthly remittance.
- 13.5. The diocese shall be responsible for all other recurrent costs, including cleaning.
- 13.6. Individual Maitland-Newcastle Latin Mass Community members are free to make other donations to the diocese to support the upkeep of the Oratory.

### 14. ACCESS TO ORATORY

- 14.1. The diocesan property shared services team will provide access and site support to the Chaplain/cy. This will be via the local Facilities Coordinator.

### 15. CHANGES TO STATUTES

- 15.1. By approval of the Bishop.
- 15.2. After hearing Presbyteral Council, members of the community, and Chaplain.

### 16. DISPUTES

- 16.1. The diocesan procedures are to be utilised in dispute resolution.
- 16.2. If the chaplain is unable to resolve a dispute by dialogue it may be escalated
  - 16.2.1. To the Chancellor
  - 16.2.2. Then to the Vicar General
  - 16.2.3. And only then to the Bishop – who is the final arbitrator.

### 17. CLOSURE OF THE CHAPLAINCY

- 17.1. By decision of the Bishop.
- 17.2. By decision of the FSSP Superior.

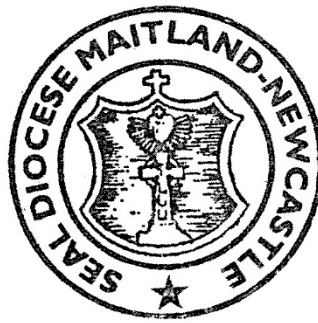
## DECREE APPROVING STATUTES

Acknowledging the history of the Latin Mass community in the diocese, and after consultation with those concerned, and after agreement from the presbyteral council I hereby approve these statutes for the Latin Mass Chaplaincy Diocese of Maitland-Newcastle

Given at Hamilton, NSW, on this **30th Day of July 2024**



Most Reverend Michael Kennedy  
**Bishop of Maitland-Newcastle**



Very Reverend Matthew Muller VG  
**Chancellor**  
Notary

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