

**CAMDEN DIOCESAN HIGH SCHOOLS
& SPECIAL EDUCATION PROGRAM**

AND

CATHOLIC TEACHERS UNION

September 1, 2009 - August 31, 2013 Contract

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Preamble This Agreement is made this fifteenth day of April, 2010 by and between the Camden Diocesan high schools and Special Education programs (hereinafter referred to as the Schools, or, where the context indicates, the School) and the Catholic Teachers Union (hereinafter referred to as the Union);

And whereas, the said parties desire to establish the terms and conditions relating to the professional employment of lay teachers in the Schools; to affirm the Catholic identity and mission of the high schools in the Diocese of Camden in the context of the Catholic Church's teaching mission; to advance the Catholic educational objectives of the high schools as set forth by the Bishop of the Diocese; to indicate the areas of authority and responsibility of both parties; and to provide a reasonable means of adjustment of differences that may arise between them, they agree as follows:

ARTICLE I Recognition and Scope of Agreement

A. The Union is hereby recognized by the Schools as the sole and exclusive collective bargaining agent for the following lay employees at the Schools.

1. All full-time classroom teachers;
2. All full-time guidance counselors;
3. All full-time librarians;
4. All full-time special education teachers assigned to Diocesan administered special education programs;
5. All long term substitutes: long term substitutes are defined as those hired to teach one quarter or more or the equivalent of one quarter or more in school days. If a vacancy occurs after the beginning of school, it will be filled by a full-time employee. However, if a principal receives less than thirty [30] school days notice from the time the vacancy occurs, he/she may hire a substitute to fill the position for that period of time up to thirty [30] school days from the date of notice. In the event that the substitute is subsequently hired to fill the position, the hiring shall be retroactive, to the first day the substitute worked, for all aspects of employment including salary, seniority, benefits, etc.
 - a. The above notwithstanding, whenever a vacancy occurs during the fourth quarter, the principal may fill the position with a substitute for the remainder of the school year.
6. All permanent part-time employees: permanent part-time employees are defined as those teaching or working the equivalent of an average of three classes per day.

B. Full-time positions shall not be filled with part-time employees.

C. Excluding all others including:

1. All presidents, principals, all vice principals, all assistant principals appointed by the Bishop of the Diocese, and all deans of students.

[a] In schools with enrollment over 500, these administrators shall teach no more than two (2) periods per day.

[b] In schools with enrollment under 500, these administrators shall teach no more than three (3) periods per day.

2. All short term substitute teachers, clerical employees, custodial-maintenance personnel, cafeteria employees and teacher aides.

D. The subjects covered by this Agreement are wages, benefits and other terms and conditions of employment.

E. Excluded from the scope of negotiations are the following:

1. Decisions involving educational policies touching upon the Catholic identity and mission of the high schools, and/or ecclesiastical considerations, and/or any matter touching upon the Catholic identity and mission of the high schools.

2. The right and obligation of the Bishop to assign priests, deacons and religious to any high school position.

3. The administrator's right to assign, supervise, discipline and demand responsible teacher accountability in all curricular and extra curricular areas.

4. The school ratio.

F. The Union declares that its aim is to provide a quality education for the students who attend the schools.

G. The Schools and the Union recognize the uniqueness of the Catholic school: it is established to provide a Catholic education - that is, education based on Catholic faith and Catholic principles under the direction and authority of the Bishop of Camden. Moreover, nothing in the agreement shall be construed to interfere in any way with the religious, ecclesiastical or canonical functions and duties of the Diocese.

H. The Schools and the Union recognize the importance of employees giving witness to the Faith by upholding and presenting the doctrinal and moral teachings of the Catholic Church and the policies of the Diocese of Camden related thereto, accurately, authentically and faithfully in all aspects of their educational ministry. Furthermore, Catholic teachers are called to a personal fidelity to the Church; they are to be outstanding for their correct doctrine and integrity of life.

I. The Union recognizes the non-profit nature of the Schools and that they are non-tax supported enterprises, primarily dependent upon tuition, and fees and voluntary offerings of the people,

and that, accordingly, they are non-compatible to tax-supported enterprises.

J. The Union recognizes the sole right and duty of the Bishop of the Diocese functioning through the Diocese to see that the schools are operated in accordance with the philosophy of Catholic education, the doctrine, the teachings, the laws and norms of the Catholic Church, and the policies of the Diocese of Camden related thereto as stated by the Bishop.

K. The superintendent and the officers of the Union shall meet on a regular basis at the request of either party.

L. The right to hire, suspend, discharge or otherwise discipline a teacher is reserved to the principals of the Schools subject to the right and duty of the Bishop as acknowledged in this Agreement.

M. The school administrators retain the sole right to operate the School and nothing shall be deemed to limit or restrict them in any way in the exercise of all their functions in management operations. This includes the right to make such rules relating to its operation as they shall deem advisable providing they are not inconsistent with the terms of the agreement.

N. In accordance with part III(2), pages 6&7 of the Settlement Agreement and Release dated October 15, 2001, new diocesan schools are automatically covered under this Agreement.

O. All employees hired on or after 9/1/2005 are subject to criminal background checks by the diocese's designated provider at the prospective employee's expense.

ARTICLE II Certificates

Anything herein to the contrary notwithstanding, the Schools reserve the right to require of all employees such New Jersey State certifications as

may be required under the provisions of any statute or regulation.

ARTICLE III Tenure

A. Tenure is defined as full-time employment by a degree holding employee for three (3) successive years and one (1) day. The calculation of tenure shall begin on the first paid day of employment.

B. An employee having tenure shall not be discharged except for reasons of serious and/or public immorality, insubordination, incompetency, serious neglect of duty or other just cause. Such discharge, when based upon incompetency shall be preceded by at least a

ninety (90) calendar day period during which the employee shall have the opportunity to correct the areas of incompetency. The ninety (90) day period shall commence following a conference with and a written evaluation of the employee detailing the areas of incompetency and the requirements to correct the same.

1. Employee may be otherwise disciplined for just cause which warrants disciplinary action, but falls short of cause for dismissal. This may include suspensions without pay. The Schools shall endeavor to provide written notice of the reason for any suspension at the time of the suspension. However, in no event shall such notice be provided later than 24 hours thereafter. Verbal notice of the reason shall be given at the time of suspension.

C. Upon dismissal, the employee shall be presented with a written statement of the reasons for such action, which shall be subject to the grievance procedure, except as noted below:

1. Notwithstanding grievance and arbitration procedures hereinafter specified, any grievance arising from the dismissal of a teacher for serious and/or public immorality and/or public rejection of official doctrine or teachings of the Church, and/or the policies of the Diocese of Camden related thereto as stated by the Bishop of the Diocese shall first be discussed orally with the principal. The charge shall then be reduced to writing and presented to the teacher. The teacher or Union may then file a grievance at the Office of Superintendent level. If the grievance is not resolved at the previous level, the teacher or the Union may request arbitration by the Bishop of the Diocese, or his designee. In those matters which, in the sole and absolute discretion of the Bishop of the Diocese, concern serious and/or public immorality and/or public rejection of official doctrine and/or teachings of the Church and/or the policies of the Diocese of Camden related thereto as stated by the Bishop, the Bishop of the Diocese shall be the ultimate judge whose decision shall be final and binding on all concerned.

ARTICLE IV Non-Tenure

A. An employee who has not acquired tenure as defined in Article III, or who is not eligible therefor, may not be dismissed during the term of the contract except for just cause. Such an employee may be otherwise disciplined for just cause which warrants disciplinary action, but falls short of cause for dismissal. This may include suspension without pay.

1. Notwithstanding grievance and arbitration procedures hereinafter specified, any grievance arising from the dismissal of a teacher for serious and/or public immorality, and/or public rejection of official doctrine or teaching of the Church, and/or the policies of the Diocese of Camden related thereto as stated by the Bishop of the Diocese shall first be discussed orally with the principal. The charge shall then be reduced to writing and presented to the teacher. The teacher or Union may then file a grievance at the Office of Superintendent level. If the grievance is not resolved at the previous level, the teacher or the Union may request arbitration by the Bishop of the Diocese, or his designee. In those matters which, in the sole and absolute discretion of the Bishop of the Diocese, concern serious and/or public immorality and/or public

rejection of official doctrine and/or teachings of the Church and/or the policies of the Diocese of Camden related thereto as stated by the Bishop, the Bishop of the Diocese shall be the ultimate judge whose decision shall be final and binding on all concerned.

B. Any dismissal or other discipline of a non-tenure employee may be appealed to Step 3 of the Grievance Procedure. The decision at that Step shall be final.

C. Non renewal of the contract of a non-tenured employee may not be for reasons arbitrary and capricious. Any non-tenured employee whose contract is not renewed shall be notified to that effect in writing by May 20 of any school year in which such termination shall take effect at the close of the school year in which the contract is so terminated. Such notification of non-renewal shall be preceded by a written notice given to the employee no later than twenty-five (25) school days prior to May 20 unless the cause for such action specifically arises after this date. This notice shall contain the reasons for considering non-renewal of the employee's

contract and should be interpreted to include but not be limited to the evaluation reports and notices of deficiency. Non renewal of a non-

tenured employee may be appealed to step 2 of the grievance procedure. The decision at that step shall be final.

ARTICLE V Seniority

A. There will be two levels of seniority within the Schools, as follows: School Seniority, based on the length of continuous service in a particular School, and Bargaining Unit Seniority, based on the length of continuous service within the Schools. This provision will be interpreted in a manner consistent with Part IV, pages 8 & 9 of the Settlement Agreement and Release dated October 15, 2001.

Employees who transfer to or are placed in another School maintain their prior School seniority in the new School. Seniority shall be calculated from the first paid day of employment.

B. A newly hired employee having prior teaching experience in any Catholic school in the Diocese of Camden shall receive full credit for such experience, for salary purposes only. Prior teaching experience in private Catholic schools within the Diocese shall not be covered by this provision.

1. Any other newly hired employee's salary shall be determined by the Schools, although not more than ten (10) years credit for prior teaching experience can be given.

C. If an employee who has taught in the Schools is rehired, he/she shall return with full salary increments and Bargaining Unit Seniority previously acquired provided the employee is rehired within two (2) school years of prior service. Tenure previously obtained will be restored after one (1) year of satisfactory service.

D. Any employee who works at least one-half of the employee work year or one full semester shall receive credit for a full year on the salary guide. Any employee on an approved leave of absence taken because of disability shall receive credit on the salary scale for time spent on leave. However, no more than one year of credit shall be granted to an employee on disability leave.

E. The Catholic Schools Office or School Administrators shall have the right to return to the bargaining unit and upon return they shall obtain full credit and benefits and School and Bargaining Unit Seniority for years of service both in their teaching and administrative capacities.

F. Seniority credit shall be given for approved leaves of absence taken because of disability.

G. Previously acquired seniority shall be maintained for employees returning upon the conclusion of other approved leaves of absence.

H. Rights of employees regarding military service shall be determined in accordance with law.

I. A member of the bargaining unit who becomes a campus minister shall have the right to return to the bargaining unit and upon return he/she shall obtain full credit and benefits and School and Bargaining Unit Seniority for years of service both in his/her teacher and campus minister capacities.

ARTICLE VI Constriction

A. It may be necessary to reduce teaching personnel due to a reduction in student enrollment, dropping or changing courses by students or for other good reason.

1. Such notification shall ordinarily be given by May 15.

2. However, constriction may occur at a later date as conditions warrant.

3. Under no circumstances shall the Schools delay notification of any intended constriction.

B. All transfers and lay-offs shall conform to the provisions of the contract unless otherwise mutually agreed to by the Union and the Schools.

C. In the event of a reduction in force which involves only non-tenured employees, credentials, evaluations, and evidence of ongoing formal education shall be utilized to determine who shall be laid off. All things being equal, seniority shall prevail.

D. The seniority of tenured employees is determined by the following criteria, in the order of priority:

1. First day of work;
2. Academic credentials (graduate credits);
3. Certification;
4. Evaluations;
5. Date of hire; (contract signing date).

E. In the event of a reduction in force which involves tenured employees, those who are senior under school seniority and qualified shall be retained in the available positions. Senior employees who are not qualified shall be dismissed.

F. A dismissal of a tenured employee based upon lack of qualification for available positions may be appealed in accordance with the Grievance Procedure. A dismissal based upon lack of seniority is not subject to appeal (although disputes over who is senior are).

G. No new teacher will be hired to fill vacancies until a constricted tenured teacher has been placed. If a constricted tenured teacher has not been placed by July 15th, that teacher will be assigned by the superintendent, provided there is within the Schools a non-tenured teacher holding a position for which the constricted tenured teacher is qualified.

H. In the event that the school where the reduction took place subsequently has a position available for which a displaced tenured employee is qualified, he/she shall be offered the employment. If two (2) or more qualified displaced employees apply for the position, seniority at that school shall prevail.

I. An employee who accepted a position in another school due to a constriction shall be given the opportunity to return to his/her previous school when a position for which he/she is qualified becomes vacant, retaining previously held school seniority, provided that such return shall be permitted only at the beginning of the school year.

J. All rights under this Article shall cease two (2) years following dismissal due to reduction in force.

K. If an employee who has taught in the Schools is rehired, he/she shall return with full salary increments and Bargaining Unit Seniority previously acquired provided the employee is rehired within the time period set forth in paragraph J of this Article. Tenure previously obtained will be restored after one (1) year of satisfactory service. If health benefits coverage from the prior employer are not available, the employee may enroll in a private plan secured through Diocesan assistance.

L. A tenured employee has the right to request a voluntary transfer to another school. In no case shall an employee be discriminated against for requesting such a transfer.

M. Requests for transfer must be made in writing to the Office of the Superintendent by April 30 of any school year. Such requests shall include preferred school(s) and subject areas.

N. A list of all known available openings shall be sent to the Union by the 15th day of May of each year. Periodic updates shall be given to all displaced tenured employees and the Union as openings occur.

O. A list of all of the openings and all of the transfers so made including a designation of the schools to which transferred and in what subject areas shall be supplied to the Union by October 1 of each year.

P. Any tenured employee who has requested and received a transfer for the last school year shall not be entitled to another transfer for the next school year.

Q. All transfers and lay-offs and the procedures involved shall conform to the provisions of this contract and all appropriate Constriction Guidelines unless mutually agreed to by the Union and the Office of the Superintendent.

R. The superintendent or his designee shall meet with the Union regarding the application of the procedures in this Article.

S. The provisions of this Article include by reference thereto the provisions of Part IV, page 8 (Employee Portability), of the Settlement Agreement and Release dated October 15, 2001.

ARTICLE VII Grievance Procedure

A. Definition.

1. A grievance is defined as an alleged violation, misinterpretation or misapplication of this Agreement.

B. Procedure.

1. Step 1. Any employee having a grievance shall submit a written, signed statement on a standard form to the school principal outlining the nature of the grievance, the specific section of the Agreement alleged to be violated, misinterpreted or misapplied and the remedy sought. This statement must be in the school principal's office within ten (10) school days following the occurrence of or the common knowledge of the occurrence of the situation giving rise to the grievance. The school principal shall meet with the employee and his/her Union representative, if any, within ten (10) school days following receipt of the grievance statement in order to discuss the grievance. The school principal shall submit a written reply within five (5) school days thereafter.

2. Step 2. In the event that the school principal's reply is not satisfactory, or in the event that he/she does not submit his/her reply within five (5) school days, the employee may submit the grievance statement, along with the school principal's reply, if any, to the Superintendent of Schools. The statement must be in the superintendent's office within five (5) school days following either the aforesaid reply or expiration of time to reply, as the case may be. The superintendent shall meet with the employee and his Union representative, if any, within ten (10) school days following submission of the grievance statement in order to discuss the grievance.

Within five (5) school days thereafter, the superintendent shall submit a written reply.

3. Step 3A. In the event that the superintendent's reply is not satisfactory, and the grievance is not contesting the suspension or discharge of a tenured employee, the Union shall inform the superintendent within ten (10) school days. The grievance will be submitted to a professional arbitrator from a panel of three arbitrators with Catholic school arbitration

experience for a hearing. Selection of the arbitrator for the hearing will be by mutual agreement or by alternately striking names until one remains who shall then be the selected person.

Within ten (10) school days from the date of the submission at (3A), the arbitrator shall convene a hearing at the School Office to hear the grievance.

Within fifteen (15) school days from the date of this meeting the arbitrator shall provide a written answer to the employee and his Union representative.

The costs of the arbitrator shall be borne equally by the Schools and the Union. However, any additional costs shall be borne by the party incurring them.

The arbitrator shall have no power or authority to add to, subtract from, alter or modify this Agreement.

The disposition of the grievance by the arbitrator shall be final and binding on all concerned.

4. Step 3B. In the event that the superintendent's reply is not satisfactory, and the grievance is contesting the suspension or discharge of a tenured employee (except where such suspension or discharge results from a teacher violating the teachings of the Roman Catholic Church), the Union may submit the grievance statement within ten [10] school days, along with any replies thereto, to the American Arbitration Association (Philadelphia Office) for arbitration. The selection of the Arbitrator and the conduct of the arbitration hearing shall be in accordance with the Association's rules.

The costs of the Arbitrator shall be borne equally by the Schools and the Union. However, any additional costs shall be borne by the party incurring them.

The Arbitrator shall have no power or authority to add to, subtract from, alter or modify this Agreement.

The decision of the Arbitrator shall be final and binding on all concerned.

C. Grievance Processing.

1. Every effort shall be made to resolve the problem at the local school level since all concerned agree that such problems can best be handled on a local level.

2. All grievance meetings shall be held outside of the employee's normal school work hours at a time mutually agreed upon by those involved.

3. Failure of the employee to file the grievance within the time limits specified at each step shall result in a disallowance of the grievance.

4. A teacher shall have the option of processing his/her grievance at any and all steps, except arbitration, on his/her own, without the assistance and participation of his Union representative if he/she so desires. In such event the representative shall receive copies of all written documents if the grievance would have an effect on the Union or other employees.

5. No reprisal of any kind shall be taken against any employee who participates in the processing of a grievance or the Union representative involved.

6. The grievance may be withdrawn by the employee at any level. However, the Union shall have the option to continue such grievance

if it affects a group of employees.

7. The disposition of any grievance at any step which is agreed upon by the School and the employee shall be final and binding on all concerned, subject, however, to the option of the Union to process a grievance which affects a group of employees.

8. The superintendent or the Union may request additional individuals to be present at the grievance meeting as it is determined to be necessary to assist in a full and fair grievance hearing.

9. A grievance involving the dismissal of an employee under tenure shall be initially submitted at Step 2 of the Grievance Procedure.

D. The Union may initiate at the level of the superintendent a grievance regarding interpretation of the contract provided there is an actual case. This means that an employee or employees must have in fact been affected by an administrative decision under the contract. Assertions which in effect are seeking advisory opinions shall not constitute a grievance.

ARTICLE VIII Teacher Assignments

A. No later than sixty (60) calendar days before the end of the school year, teaching, service and homeroom preference forms shall be distributed to all employees and returned no later than ten (10) school days thereafter. The talents and professional skills and experience of the individual employee in conjunction with the preference form choices shall be considered. Where preference form choices are not assigned, the administrator and department head at the local school shall, when requested, discuss the reasons. The administration's decision is not grievable.

B. The Department Head shall submit a recommendation to the Administration regarding the rotation of qualified persons within an academic field in matters of assigning employees to special, honor, voc-tech, and various track sections.

C. No later than June 5, each employee shall receive a tentative roster from the principal including subject, grade levels, track levels or any special groupings. At this time the employee shall also be informed of his/her tentative service schedule and homeroom assignment, if known. It must be understood that these recommendations are tentative in nature and subject to change.

D. Employees shall receive a complete roster no later than two (2) weeks prior to Labor Day. Complete roster shall be defined to include:

1. Subject area, grade level, track level, any special grouping, academically talented, accelerated, honor or seminar section.
2. Service period assignments.
3. Lunch period.
4. Homeroom.
5. Preparation period.
6. Service assignment during homeroom period

E. When principals are developing employees' rosters, they shall give consideration to the following elements:

1. Assignment of employees to teach subjects within their areas of competency, as demonstrated by college credits and/or teaching experience;

Rosters, however, and their development, shall not be subject to the grievance procedure and the Principal's determination shall be final.

F. Rosters may be modified as required by changes in staff, changes in student population, dropping or changing of courses by students, or for other good reason.

G. Employees shall not be assigned to teach subjects outside their field of competency (qualifications) unless agreed to in writing on the prescribed form by the employee and the principal. A copy will be forwarded to the Union. Competency (qualifications) shall be determined as demonstrated by academic background which shall mean eighteen (18) minimum semester hours of college credit or teaching experience in the subject which shall normally mean two (2) years or more.

In cases such as Science, Foreign Language, and Business, there are specific competencies, which should be honored where possible, such as:

Science - Biology, Physical Science, Physics, etc.

Language - Spanish, French, etc.

Business – Keyboarding, Accounting, etc.

H. A preparation is defined according to differences in subject area, primary textbook, or course of studies.

I. No employee shall be assigned a course load requiring more than three (3) preparations, unless section S of this article prevails.

J. No employee shall be assigned more than four (4) consecutive periods, i.e., three (3) class instructional periods and one (1) service period, unless section S of this article prevails.

K. No employee shall have a teaching load exceeding 25 teaching periods in a five (5) day cycle, 30 in a six (6) day cycle or 35 in a seven (7) day cycle.

L. A preparation period is one during which the employee is not assigned to a program responsibility.

1. One (1) preparation period per day and one (1) duty free lunch period per day, which is to be the same length as a teaching period, but no less than 30 minutes, shall be rostered to each employee.

2. Science lab teachers shall have one service period per cycle designated for laboratory preparation.

M. No employee shall be assigned a total teaching load more than 170 students (excluding physical education) in the 2005-2006 school year; 168 in the 2006-2007 school year; 167 in the 2007-2008 school year; and, 165 in the 2008-2009 school year. No employee shall be assigned a class larger than 35 students.

1. Physical education classes shall not exceed 53.

2. Health classes shall not exceed 35.

3. Chemistry lab classes shall not exceed 33.

4. Every effort will be made through improved scheduling to reduce individual class size further.

5. Each School will have three (3) full class days at the beginning of each school year to rectify initial deviations from roster numbers, during which time such deviations will not be subject to the grievance procedure. In the absence of a signed volunteer form, any such deviations will be noted at the time that rosters are distributed.

N. Guidance counselors shall not be assigned more than 400 students.

1. Guidance counselors with more than 350 students shall not be assigned teaching or service period responsibilities.

O. Heads of departments with two to four persons including the chairperson shall have reduction of two service periods per week. Heads of departments with five or more persons including the chairperson shall have no service periods assigned.

1. For purposes of supervision, a department head may request additional time from the principal by providing a supervision schedule.

P. The librarian shall have a lunch period and one other break during the day.

Q. Special education teachers shall have an average of no more than 12 students per teacher assigned.

1. Such students shall be admitted to the program after proper classification.

2. A preparation period shall be rostered where possible unless mainstreaming procedures prevent such scheduling.

R. Each newly-hired teacher shall audit the classes of consenting teachers according to the following schedule:

1. Non-certified teacher with no prior experience: five periods during the first semester, three periods during the second semester.

2. Certified teacher with no prior experience: four periods during the first semester, two periods during the second semester.

3. Teacher with prior full-time teaching experience: three periods during the first semester, two periods during the second semester.

The newly-hired teacher must submit a written record to the department chair and principal listing class audited, period of class, and teacher. A conference shall be held with the department chair following the audit.

During the first semester of the school year, audits will take place during service

periods. During that semester, the administrator charged with assigning substitutions can override, in the case of emergency, a scheduled audit.

During the subsequent semester, audits will take place during preparation periods.

S. It is agreed that the requirements of this Article may be altered only where the employee voluntarily agrees according to the provisions as outlined under the General Teaching Conditions, Section 1, in which case the volunteer form shall accompany the roster, or in the cases of academic necessity in which event, the Principal or his designee shall provide the opportunity to discuss the situation with the employee concerned. Academic necessity shall be understood as a unique situation where the implementation of a requirement would result in serious academic harm to a student or group of students. Academic necessity will only be applied after consultation with the Union.

1. An employee may agree to complete a volunteer form at the time he/she is informed by the Administration of his/her tentative roster. If there are no changes to the roster between this time and thirty (30) days prior to the opening of school, the signed volunteer form shall remain in force.

ARTICLE IX Duties and Assignments

A. The school year shall not exceed one hundred-eighty (180) days, one (1) orientation day and two (2) in-service days.

B. The employee work day shall not exceed seven and one-half (7-1/2) hours per day, provided, however, that employees may leave for the day ten minutes after the dismissal of students from the building at the end of the day and the completion of meetings (if any) and detention monitoring (if any).

1. All employees shall sign-in at least fifteen (15) minutes before morning homeroom and all teachers must be in their assigned areas of responsibility within the building ten (10) minutes prior to the beginning of morning homeroom.

a. Employees not assigned duties shall be available to students during the fifteen (15) minutes prior to morning homeroom.

2. Employees shall not be assigned duties, but shall remain available to students during the

ten (10) minutes after dismissal of students at the end of the day.

3. Detention monitoring shall be equitably distributed among all faculty members and shall not exceed three (3) times per year.

a. The number of students shall not normally exceed forty-five (45). However, in schools where the practice has been to limit the number of students to less than forty-five (45), such practice shall continue.

b. An administrator shall be present in the school during all detention monitoring.

4. In no event will the employee be required to participate in faculty meetings or department meetings beyond 3:30 p.m.

C. On days when school is not held to allow attendance at professional meetings, and employees are required to attend these meetings, the Schools shall make provisions for lunch and provide reasonable reimbursement for parking upon submission of a receipted bill.

D. Employees shall not be required to be present for more than seven (7) professional duties a year which may include parent-teacher conferences, graduation, baccalaureate, and open house. These duties will be distributed equitably among all faculty members.

1. These duties shall not exceed five (5) hours each.

2. No employee shall be assigned a meeting or duty, excluding graduation, on a Sunday.

3. When baccalaureate and graduation occur on the same day they shall be considered one (1) duty.

E. An agenda and related printed material shall be distributed, if possible, to employees at least 24 hours prior to a faculty meeting or department meeting.

F. Employees may indicate in writing their desire to place a specific topic on the agenda. The topic shall be included on the agenda of the next regularly scheduled faculty meeting or department meeting provided notice is given twenty-four (24) hours prior to the meeting. This request shall not be unreasonably denied.

G. A yearly calendar in each School shall be published in September indicating system holidays, school events, and meetings, especially faculty meetings, parent-teacher meetings, examination dates and closing of marks. Local holidays and necessary changes to the yearly calendar will be published on the first of each month.

1. Ten (10) post school general faculty meetings will be scheduled at the beginning of the year. During evaluation periods (Middle States) the committee meetings shall be scheduled at the beginning of the year and shall not exceed one meeting per week.

H. A teaching period is one in which the employee is actively involved in the act of teaching, either as an individual or a member of

a Teaching Team. This shall usually be a forty-five (45) minute period.

I. A service period is one in which the employee is assigned any professional duties other than teaching. They shall include, but not be limited to, study halls, cafeteria supervision, maintaining of classrooms, halls and lavatories, and teacher substitution.

1. It is agreed that during service period supervision in the cafeteria setting at least one teacher will be assigned per 100 students. During lunch periods no teacher will be assigned to supervise more than 250 students. Where present practice exceeds these numbers, such practice shall continue.

J. In the case of absence of three (3) or fewer consecutive work days, substitutions shall first be assigned to employees who have been rostered to serve as substitutes during a specific period which is to be their service period.

1. If there are no personnel available under Section J, then a member of the administration or a para-professional substitute shall be utilized.

2. If no teachers are available who have been rostered for substitution during that period then substitutes may be drawn from other service periods such as hall duty, lavatory duty, lab prep, except where this will adversely affect the efficient operation of the school. If such substitutes are drawn from cafeteria duty, an administrator shall be present in the cafeteria for the entire period.

3. Teachers may volunteer to give up a prep period for substitution and will be given a personal day after giving up four preparation periods.

K. In the case of an employee absence of more than three (3) consecutive work days due to illness or other comparable circumstances, an administrator may be utilized as a substitute or a professional or para-professional substitute shall be hired.

ARTICLE X

Leaves of Absence

A. Sick Leave

1. All full time employees shall be entitled to ten (10) sick leave days each year. Unused sick leave days shall be accumulated from year to year with a maximum of 200 days.

2. Each employee shall be provided a written account of all accumulated sick days available

to him/her by September 30th of each year of the contract.

3. Sick leave is occasioned by the absence of an individual from duty because of illness, disability or injury. Employees who find it necessary to be absent must communicate with their principal as early as possible to facilitate

alternative arrangements which will need to be made due to their absence.

[a] In the event of immediate family illness or emergency, once all personal days have been taken, an employee may take up to an additional five (5) days_ from the block of 10 sick days granted each year. The Schools reserve the right to require appropriate documentation in regard to such use.

4. A certificate from the employee's doctor may be required prior to payment of sick leave where a teacher is absent for three (3) consecutive days, absent for three (3) days in any calendar week, or where an absence is part of a pattern of abuse or is indicative of a health problem.

[a] Any non-renewed employee who has two (2) days absence within one calendar week following notice of non-renewal shall be required to provide medical documentation in regard thereto in order to be paid.

5. If an employee transfers to a different School, as a full-time employee, he/she shall maintain all accumulated and unused sick days which were available to him/her at the time of transfer.

6. Exclusively upon retirement under this Agreement, employees covered hereunder shall be paid for unused accumulated sick leave days, up to a maximum of 180 days, as follows:
at age 55 and after 20 years of service: \$42.50 per day
at age 55 and after 25 years of service: \$47.50 per day.

At the employee's option, the amount shall be deposited into the employee's 401(a) account in accordance with law. Payment may be in equal installments each year for four (4) years following retirement.

If a teacher dies while still employed as a teacher but who otherwise meets the criteria for sick-day redemption, the Schools shall pay to the estate of that teacher for any unused sick days as outlined above.

B. Bereavement Leave

1. All employees shall be granted paid time off from three (3) days up to a maximum of six (6) working days, as circumstances require, immediately following the date of death of members of the employee's immediate family. The immediate family shall be defined as husband, wife, child, father, mother, brother or sister.

2. In the event of death of employee's grandparents, grand-child, mother-in-law, father-in-law, brother-in-law, sister-in law, or

anyone living in the employee's home, two working days with pay shall be granted.

3. All employees shall be granted one (1) additional bereavement day per year for the death of someone not mentioned above. The day will be subtracted from the employee's accumulated sick leave days.

4. In all cases, to be eligible for such leave, the employee must give notice of absence to his/her principal and the principal has the right to request proof of the deceased's relationship to the employee.

5. An employee shall not be entitled to bereavement leave if at the time of death in the family, the employee is on vacation, leave, or otherwise absent from work under any other provision of his/her employment contract.

C. Personal Leave

1. All employees shall be entitled to receive up to three (3) personal days with full pay per year for the purpose of transacting or attending to personal, legal, religious or business matters which require absence during working hours. No more than one (1) personal day may be used before or after Thanksgiving, Christmas, and Easter breaks in order to extend vacations.

2. In the case of serious need, one additional sick leave day from the block of ten days granted each school year may be used.

3. As a condition of payment, it is mandatory that at least five (5) calendar days notice of intention to take a personal day be given to the principal except in an emergency.

4. The Schools may require additional information from the employee concerning the nature of the matter to insure that the time requested properly falls within the terms of this paragraph.

5. Personal days shall not accumulate from year to year.

D. Professional Leave

1. Each employee shall have an opportunity to attend one (1) professional day during the school year subject to the prior approval of the school principal. This professional day must be related to the teacher's classroom responsibilities. The employee shall make written application to the principal according to published guidelines. Principals may grant other professional days at their discretion.

E. Disability Leave

1. The Schools shall provide a Long Term Disability Plan in accordance with the attached exhibit.

2. The Schools shall not pay disability leave pay during the summer months when schools are not in session.

F. Maternity Leave

1. In the event an employee desires a child bearing leave of absence in anticipation of, and prior to, any disability or inability to work due to her pregnancy related condition, she shall notify the Local Administrator in writing of her intent to take child bearing leave of absence. The notice must contain information sufficient to verify the pregnancy including the expected date of delivery. The notice must be given at least sixty (60) days prior to the date the employee wishes to commence said leave except in case of emergency. Upon receipt of said notice, the Local Administrator shall confirm in writing the child bearing leave of absence.

[a] Sick leave and the Long Term Disability Plan as outlined above may be utilized by an employee on a child bearing leave upon certification by the employee's attending physician of the employee's disability by reason of pregnancy or pregnancy related conditions during the period of the child bearing leave of absence. All portions of the child bearing leave shall be unpaid except for the period of disability.

[b] The child bearing leave of absence shall extend for a period of one year from the date when the leave commenced, or, at the option of the employee, for a shorter period of time. The employee shall notify the Local Administrator in writing by June 1 if she plans to return by September 1 or November 15 if she plans to return for the second semester.

[c] When the requested date of return substantially interferes with the continuity of instruction, then the Local Administrator may adjust those dates to a more suitable time. The Union shall be notified in writing concerning any adjustment of said dates. An employee returning from such leave shall return to the same school and same department which she left without loss of Bargaining Unit or School Seniority as previously acquired. In the absence of such a position, the employee shall return to a position mutually agreed upon by the Union and the superintendent without loss of Bargaining Unit or School Seniority as previously acquired.

[d] The substitute teacher hired as a replacement shall be notified at the time of

employment with this clearly stated on the employee's contract.

G. Child Rearing Leave

1. An employee upon request may be granted up to one year leave of absence without pay for child rearing. Notice must be given sixty (60) calendar days prior to the date he/she wishes to commence such leave, except in emergency. The commencement of the leave and the teacher's return, and all other aspects of the leave shall be governed by the provisions for unpaid leaves of absence.

H. Adoption Leave

1. In the event that an employee adopts a child, he or she shall apply to the Local Administrator at least thirty (30) days prior to the adoption except in cases of emergency for an adoption leave of absence which shall be for one (1) year following the date of adoption, but may, at the option of the employee, be for a shorter period of time. The office shall confirm in writing the adoption leave of absence. All restrictions and benefits applicable to the child bearing leave shall be in effect during the adoption leave.

I. Unpaid Leave of Absence

1. An approved leave of absence without pay for a period not to exceed one (1) year may be granted to an employee who has received tenure.

[a] Such leave may include, but not be limited to, academic and curriculum leave.

2. Requests for such leave shall be made in writing to the Local Administrator. Leave of absence shall be granted at the discretion of the Local Administrator.

3. A leave of absence may only begin on the first day of the school year or on the first day of the second semester. An employee may return from leave only on the first day of the school year or the first day of the second semester, but in no event more than one year from the commencement of his/her leave.

4. An employee seeking to return on September 1st must notify the Local Administrator no later than April 30th. An employee seeking to return on the first day of the second semester must notify the Local Administrator by November 15th.

5. An employee applying for a full year's leave of absence may return earlier, provided he/she returns at the beginning of the school year or the second semester and timely advises the Local Administrator.

6. All applications for a leave of absence must be submitted by the employee to the Local

Administrator no less than sixty (60) calendar days prior to the requested date of commencement of the leave.

7. While on leave of absence, an employee shall not continue to accrue benefits. However, benefits already accrued shall not be lost, and upon return from leave shall be restored to him/her.

8. Upon return from leave, an employee shall be placed at the salary step following that step which he/she was on while last working.

9. Upon return from leave, an employee shall return to the same school and the same department which he/she left without loss of system or school seniority as previously acquired. In the absence of such a position, the employee shall return to a position mutually agreed upon by the Union and the Local Administrator without loss of Bargaining Unit or School seniority as previously acquired.

10. If the teacher has tenure prior to the commencement of the leave of absence, upon his/her return from the leave, such tenure shall continue.

11. A leave of absence shall not be granted simply to allow a teacher to work for another employer during such leave period. If the purpose of the requested leave is appropriate, such as continuing education, and the teacher anticipates that he/she may work as part of the acceptable reason for leave, the teacher must so advise the Local Administrator. If an employee fails to obtain advance approval to work during the leave of absence as set out above, or if an employee falsifies his reasons for such a leave, such employee shall be subject to immediate termination at the discretion of the Local Administrator.

12. Employees who are on approved unpaid leaves as provided in this agreement, shall have the option of continuing the medical health plan. The full cost of the plan will be borne by the employee.

13. The substitute teacher hired as a replacement for a teacher on an approved leave of absence shall be notified at the time of

employment with this clearly stated on the employee's contract.

14. Where applicable, the New Jersey Family Leave Act and the Family and Medical Leave Act of 1993 shall prevail.

J. Extended Leave

1. Due to accident or illness and after a period equal to all sick leave days plus twenty-six [26] weeks during the school year have been exhausted, it may be necessary for an employee to be placed on extended unpaid leave. The employee seeking such leave will supply the necessary medical verification, as well as the expected length of time for the leave, to the Local Administrator. In the event of a disagreement between the employee's doctor and the doctor selected by the Diocese, the employee will be examined by a third doctor mutually selected by the Diocese and the CTU, with the cost being shared equally between them. This doctor's determination shall be final and accepted by the Diocese, CTU and the employee. The extended leave will be granted for up to six months.

[a] When the requested date of return substantially interferes with the continuity of instruction, then the Local Administrator may adjust those dates to a more suitable time. The Union shall be notified in writing concerning any adjustment of such a date. An employee returning from such leave shall return to the same school and same department which he/she left without loss of Bargaining Unit or School seniority as previously acquired. In the absence of such a position, the employee shall return to a position mutually agreed upon by the Union and the superintendent without loss of Bargaining Unit or School Seniority as previously acquired.

[b] The substitute teacher hired as a replacement for a teacher on an extended leave shall be notified at the time of employment with this clearly stated on the employee's contract.

[c] An employee on an extended leave shall have the option to continue the medical health plan. The full cost of the plan will be borne by the employee.

ARTICLE XI

Benefits

A. Medical Insurance

1. The Schools shall provide 365 benefit days individual hospitalization coverage to all full-time employees under a HMO/POS plan of its choosing. Employees may, at their own expense, enroll in the Schools' PPO/Direct Access plan. The cost to the employee will be equal to the difference between the HMO/POS and PPO/Direct Access premiums. However, the following shall be excluded from any plan:

Any illicit procedure as described in the Ethical and Religious Directives for Catholic Health Facilities issued by the U.S. Catholic Conference and approved by the National Conference of Catholic Bishops (November 1, 1971 and as subsequently revised).

2. Family coverage under the diocesan HMO/POS plan shall be available to all full-time employees who desire such coverage at no cost for premiums to the employees. Employees who select the PPO/Direct Access Plan shall pay for the difference in cost between the HMO/POS and PPO/Direct Access Plan. In addition, full-time employees shall have the option of purchasing the coverage provided herein for dependents who are full-time students between the ages nineteen (19) to twenty-three (23) at the cost to the employee of \$450 per year.

The cost of dependent/student coverage shall be reduced by \$150/year if the employee opts-out of prescription coverage for the dependent/student.

3. Commencing September 1, 2011 the employees will pay 5% of the yearly cost of the HMO/POS plan. Should they choose the PPO/Direct Access plan they will pay the 5% of the HMO/POS plan plus the difference in the premiums.

4. These and other coverages are provided in accordance with the plan summary attached hereto.

5. If a newly hired employee does not have health benefits coverage, he/she may enroll in a private plan at his/her own expense. The Diocese will assist the employee in securing the plan.

B. Dental Insurance

1. The Schools shall provide individual dental coverage to all full-time employees for the term of the agreement. This coverage shall include coinsurance, a \$1500 maximum per year and \$50 deductible.

2. The choice of the insurance carrier is at the sole discretion of the Schools.

3. A family dental program at employee option and expense is available.

C. Prescription Drug Plan

1. The Schools shall provide full family coverage under the Drug and Prescription Plan to all full-time employees for the term of this agreement. This prescription drug program shall have a co-pay of \$50 non-formulary, \$25 formulary, and \$10 generic. The co-pay for ninety [90] day mail order prescriptions shall be \$100 non-formulary, \$50 formulary, and \$20 generic. The co-pay for approved injectables (other than diabetic medications) is \$100.

2. The choice of the insurance carrier is at the sole discretion of the Schools.

D. Life Insurance

1. Each full time employee will participate in a group term life insurance program. Each employee shall receive life insurance coverage in an amount equal to one and a half (1½) times his/her annual base salary.

2. Employees shall be given the option of purchasing additional life insurance in the amount of \$20,000 or in the amount of \$40,000 in accordance with the carrier rules and regulations.

3. At age 65, life insurance benefits are reduced to 50% of the amount in effect at the time the benefits are paid.

E. Continuation of Health Insurance Coverage

1. Former full-time employees, whose employment has terminated for any reason other than gross misconduct, shall have available to them and selected dependents the opportunity to purchase health insurance at group rates from the Schools for a specified time. The participants pay the entire cost of health insurance; the Schools pay nothing. The coverage period shall be:

[a] Disabled employees - up to eighteen (18) months from the date original coverage ceases;

[b] Spouses and dependents of deceased employees (children up to age 19) - up to eighteen (18) months from date original coverage ceases; and

[c] All other employees - six (6) months from date original coverage ceases.

2. Coverage shall include hospitalization, medical and major medical, and the prescription card system. Employee dental and life insurance will not be offered.

3. Participants may drop coverage but not drop and re-add at a later date.

4. Former employees who retire under the Early Retirement Incentive may participate in the Healthcare program for early retirees in accordance with the attached exhibit.

F. Retirement Plan

1. The Schools shall contribute five percent (5%) of the individual employee's annual salary to a 403(b)7 plan mutually agreed to by the Union and Schools.

2. Contributions shall be made for employees who have completed one (1) years of service or more in the Diocese and who have attained the age of 21.

3. New teachers who meet the eligibility requirements have the option to:

- a. Join the 403(b)7 plan, or
- b. Participate in the Diocesan Pension Plan for Lay Employees.

Note: All teachers who do not participate in the Diocesan Pension Plan for Lay Employees must participate in the 403(b)7 plan.

4. The above notwithstanding, employees who are participating in the Diocesan Pension Plan for Lay Employees at the time of hire may choose to remain in the Diocesan Pension Plan for Lay Employees in lieu of receiving employer contributions to the 403(b)7 plan.

5. If option a. above is exercised by a new teacher or a teacher presently participating in the Diocesan Pension Plan for Lay Employees, it is not reversible and the employee will no longer be eligible to participate in the Diocesan Pension Plan for Lay Employees.

G. Tuition Reimbursement for Graduate Credits

1. Full-time employees will be reimbursed for tuition for graduate credits at the rate of \$310.50 per credit hour up to a maximum of \$1035 per contract year.

[a] Notification must be given prior to engaging in graduate studies. Such notification

shall be indicated on the teacher preference form.

[b] Graduate courses should be related to high school curriculum or high school advancement.

[c] Proof of receipt of credit hours with a grade of C or better shall be provided to the principal.

[d] Reimbursement shall be paid by October 1 for courses taken the previous spring or summer and by April 1 for courses taken the previous fall, provided the employee remains in the Schools.

H. Early Retirement Incentive

1. Full-time employees may retire at age 62 with reduced pension benefits.

At age 62 and after 25 years service to the Schools, a full-time teacher may select an early retirement option. The employee's annual level of pay at age 62 or retirement age is reduced by the Step 4 BA annual rate of pay. The result is divided by 36 months (or 3 years) and paid evenly over a three year period on February 1st of each year.

2. The Superintendent of Schools of the Diocese of Camden can declare a second early retirement option available to teachers when conditions warrant. By May 15 of a contract year notice will be given to teachers whether or not this second option exists for the following contract year. A full-time teacher who will be at least 60 years of age by January 31 of the coming contract year may, after 20 years of service, select this second early retirement option. The teacher must declare his/her intent to exercise the option by September 20 of the current year (if intending to retire at the beginning of the second semester) or June 10 of the preceding year (if intending to retire at the beginning of the subsequent year). The payment plan under this option is as follows:

For each year that the option is exercised, the employee's compensation will be 50% of the difference between Step 4 of the current salary scale of the year in which the retiring employee first exercises the option and the current base salary step of the retiring employee on that same salary scale. Compensation for any ensuing years until the employee attains the age of 65 will be calculated on the same basis and salary scale as those used for the year in which the employee first exercised the option.

The employee's remuneration for one-half school year of retirement will be 50% of what would have been paid for a full school year of retirement.

No payments will be made after the contract year during which the employee attains the age of 65.

The retiring employee's compensation is subject to all applicable tax and social security obligations.

3. The two early retirement options described in this article are mutually exclusive. A teacher who selects one of the options will receive no benefit from the other.

4. Under either of the aforementioned options, payments are to be made to the teacher by the 30th of each month from September through June. If a teacher leaves after the start of a school year but before June, payments shall begin on the 30th of the month following the month the teacher retires.

I. Long Term Disability Plan

1. The Schools shall provide a Long Term Disability Plan in accordance with the attached exhibit.

a. The Schools shall pay 50% of the annual cost and the employees, by payroll deduction, will pay the other 50%, subject, however, to the Schools' contribution not exceeding 50% of \$.56/\$100 for the first two years. Before the end of the two year period, the parties shall meet to review the Long Term Disability Plan. The Union shall choose the carrier to continue the Plan, with the employee paying for any cost exceeding the Schools' contribution of 50% of the lowest bidder with an A- ["A minus"] rating from the A.M. Best Co..

J. Medical Insurance Option

1. Any full-time employee who has completed three months of service (waiting period) in the Schools shall have the option of not participating in the Schools' Health benefits package. Instead he/she may opt to receive from the school the following amounts which the school would have contributed on behalf of the employee under the health plan: Family \$1900; Husband & Wife \$1300; Parent & Child \$1175; Single \$700.

[a] The option must be exercised during the thirty (30) day open enrollment period every April during which employees can make changes in their coverage to enroll, add or delete optional benefits or opt out of the plan. All changes are effective the following July 1. In exercising the option, the employee must state that he/she has current medical and major medical insurance elsewhere.

[b] When waiving medical, major medical and hospitalization coverage, the employee shall

agree to notify the superintendent within thirty (30) days of the date when coverage under an alternative insurance plan is lost or lapses. The employee shall be re-instated in the diocesan plan on the first day of the month following loss or lapse of coverage under an alternative insurance plan due to a life-changing event.

[c] The health care package includes hospitalization, medical and major medical, dental, prescription drugs and life insurance. An employee may choose to opt out of all or some of the plans offered. However, the medical, major medical and hospitalization plan must be retained or waived in its entirety.

[d] All amounts to be paid directly to the employee who exercises this option should be paid in two installments which will be distributed February 1st (September through January) and June 1st (February through August). Appropriate federal and state tax deductions will be deducted.

[e] Dental and life insurance plans may not be rejoined for the life of the contract.

[f] An employee who has rejoined the plan may not choose to opt out again during the contract year.

[g] In cases where both spouses are employees of the Diocese or an entity affiliated with the Diocese, neither will be permitted to participate in the opt out program and the Birthday Rule will apply.

K. Vision Care

At their own expense and option, employees may purchase vision care coverage in accordance with the attached plan summary.

L. Healthcare Program for Early Retirees

1. The Schools shall provide a Healthcare Program for Early Retirees Plan in accordance with the attached exhibit.

M. 125 Plan Coverage

1. The Schools shall offer a 125 Plan for employees who: enroll in the health plan, make payments for family dental coverage; pay for vision coverage; buy extra life insurance coverage; and/or pay for dependent care coverage.

N. Severance Plan

1. Constricted Teachers shall participate in the severance plan in accordance with the attached exhibit.

ARTICLE XII
Lunch

The Schools will provide at no cost to the employees lunch on all regularly scheduled school days.

ARTICLE XIII
Tax Sheltered Annuity

Two voluntary tax sheltered annuities of the Union's choosing shall be offered to the employees.

ARTICLE XIV
Tuition Waiver

A. The Schools shall set aside in a trust account a sum of money to be utilized to defray the entire cost of tuition, registration and all other fees for the children of employees attending diocesan or parish secondary schools.

B. The aforementioned sum shall be disbursed by the Schools on behalf of the eligible students, who are enrolled in a diocesan or parish

secondary school as of October 31st of each year of the contract.

C. Eligible students are defined as children of employees who are then teaching in one of the Schools and who are enrolled as of October 31st of each year of the contract in a diocesan or parish secondary school.

ARTICLE XV
Salaries

A. Salaries for all full-time employees, including long-term substitutes, shall be paid in accordance with Schedules attached, including co-curricular and extra-curricular stipends.

1. The employee shall have the option of having his/her salary deposited directly into account(s) at the financial institutions(s) of the employee's choice.

B. A permanent part-time employee shall be paid according to the number of classes per cycle that he/she works. Such salary shall be based on a payment of one-sixth (1/6) of the appropriate scale (BA, BA + 15, etc.) for each five (5) classes per five-day cycle that the employee works.

ARTICLE XVI
No Strike - No Lockout

A. For the term of this Agreement, neither the Union nor the employees shall engage in any strikes, job actions, sick-outs, slowdowns or any other concerted or individual action designed for or having the effect of withholding or causing the withholding of services to the Schools. This provision shall apply to any matter, whether subject to the Grievance Procedure or not.

1. In the event of action in violation of this provision, the Union and its officers shall promptly and publicly urge the offending employees to cease such action.

B. For the terms of this Agreement, the Schools shall not engage in any activity known as a lockout.

ARTICLE XVII
General Conditions

A. A uniform procedure of supervision and evaluation will be utilized throughout the Schools as specified in published guidelines.

B. The provisions of this contract are not intended to limit an employee's rights to accept voluntarily any school activity offered to him/her.

1. If an employee does not wish to volunteer for any assignment which is beyond the terms of this contract, he/she is free to decline to volunteer.

2. In either case, the employee's right to volunteer or not to volunteer shall be without prejudice to his/her standing in the Schools and without censure from the Schools or Union.

3. When an employee is requested to or volunteers to accept an assignment which is beyond the terms of this contract, he/she must be given the written request for his/her signature which need not be returned sooner than twenty-four (24) hours after receipt of said request in order to demonstrate in writing his/her willingness to voluntarily accept the assignment

C. The Schools shall provide storage space (e.g., lockers), employee's lounges, and lavatory facilities.

D. Individual mailboxes shall be provided for each lay employee in each school, and mail received shall be placed in the employee's mailbox.

E. Expenses directly related to activities for which prior approval has been obtained from the principal shall be reimbursed at a rate and/or amount agreed to in advance.

F. An employee's grade for a student shall not be changed except by the principal and then only for serious and compelling reasons. Should circumstances indicate that a change might be necessary, the administration shall attempt reasonable means of discussing these circumstances with the employee before making a change in the grade. If the employee cannot be informed verbally, the employee shall be notified in writing if the grade is changed and given the reasons for the change as soon as possible.

G. The Schools shall pay registration fees for conferences required by the Schools.

H. The Schools and the Union shall equally share the cost of providing copies of this Agreement to all employees.

I. In each school, the local administration shall provide a bulletin board in a place mutually agreed to by the administration and the delegate, upon which the Union may display Union business and which is accessible to all members of the Union.

ARTICLE XVIII Extra-Curricular Activities

A. The local faculty and the Union will be notified by posting in the local schools of openings in extra-curricular activities. All eligible faculty members in the local school may apply and they shall be given serious consideration. The Union will be notified of the results through information given to the building delegate in the local school.

B. All appointments to an extra-curricular activities position shall be for one school year. Each principal will be responsible for making appointments for each new school year by June 5, unless extenuating circumstances make such an appointment by this date impossible.

ARTICLE XIX Advancement

A. Posting Procedures

1. All openings for administrative positions, athletic directors and department heads in the academic areas shall be posted in all schools. Each secondary school shall include the following: English, Math, Social Studies, Science, Business, Religion, Physical Education, Language, and Guidance. If the opening occurs during the school year then it shall be posted no later than fifteen (15) days after it occurs and shall remain posted for ten

(10) school days, after which time applications will close.

[a] Notwithstanding the above, vice principals, assistant principals, deans of students, and department heads for Religion shall be appointed by the Bishop of the Diocese.

[b] Notwithstanding the above, presidents shall be appointed by the Diocese and principals shall be named by the president in consultation with the boards of trustees and with the advice and consent of the Bishop.

2. All openings for these positions not posted for ten (10) school days before the end of the school year, or those openings which occur after the close of school, shall be submitted to the building representative and the Union and posted for at least fifteen (15) days thereafter in all schools. All applications for these positions must be submitted in writing or postmarked within the fifteen (15) day period.

3. All qualified candidates may apply and consideration shall be given to every application.

4. The Department Head shall be selected within twenty (20) working days after the closing date for applications and he/she shall be notified of his/her appointment no later than seven (7) working days thereafter.

[a] A written response confirming his/her acceptance must be received by the principal within seven (7) working days. Failure to

respond will be considered as rejection of the offer.

[b] The principal shall conduct interviews with qualified applicants to establish who is best suited for appointment to the post of Department Head.

[c] In the event that an acting Department Head is appointed pending permanent assignment, he shall be paid the increment provided elsewhere in the basic contract on a pro-rata basis.

[d] Department heads shall be afforded the opportunity to interview prospective employees in their departments.

[e] All appointments to a department head position shall be for two (2) years. Each principal will be responsible for making new appointments by May 15th, unless extenuating circumstances make an appointment by this date impossible.

ARTICLE XX Check-Off

A. All employees in the bargaining unit have the right to join the Union. The Schools shall cause to be deducted through the individual schools the Union dues from the salary of each member who shall furnish the proper authorization to make such deductions.

B. In addition to the check-off of dues of Union members, the Schools will also check-off service fees of non-members. Non-members shall be required to execute a written authorization for said check-off. The amount of the service fee shall not exceed 85% of the Union dues.

1. The above notwithstanding, those employees hired prior to 9/1/87 and who have never paid either a service fee or union dues are not subject to the mandatory service fee.

2. Service fee shall be remitted through payroll deductions.

3. The Union agrees to hold the Schools and Diocese harmless from any claims or liabilities which the Schools may incur by reason of making such deductions.

C. The Union will advise the Schools in writing as to any change in the amount of said dues at least thirty (30) days prior to the effective date of any change. All dues authorizations shall be irrevocable for the term of this contract and thereafter, unless the individual employee shall submit in writing his resignation from the Union by certified mail to the Union's office during the period of fifteen (15) days prior to the expiration of this contract or succeeding contracts.

D. All deductions above shall be remitted to the Union on each pay date.

ARTICLE XXI Union Representation

A. The Schools and the Union will not discriminate against or show preferential treatment toward any employee or member because of creed, race, sex, color, national origin, union activity, or lack thereof, membership or non-membership in the Union.

B. No employee may be asked to attend a meeting of a disciplinary nature with the school

or diocesan administration without the opportunity of having a representative of the Union present. Such an employee shall be advised in writing of the nature of the meeting if it will, or may, lead to disciplinary action against him/her.

C. In each school, the members of the Union shall designate one of their members as

delegate for purposes of liaison among faculty members and between members of the Union and the local school administration in matters pertaining to the administration and application of this contract and other matters of mutual concern.

D. The president or his/her designee from the Union's executive committee or board of delegates shall have free access to the Schools insofar as he/she may enter the schools without permission but must notify the local School administration of his/her presence in the building. He/she may consult with any member of the staff or administration of the Schools privately, as long as such consultation does not interfere with the school schedule in operation.

E. Local school membership meetings may be held on school premises outside the school day.

F. Notice of such meetings shall be given to the principal at least twenty-four (24) hours in advance. The principal shall schedule the meetings at reasonable times.

G. Permission for general membership or board of delegates meeting on school premises must be obtained from the Office of the Superintendent by the Union's representative at least twenty-four (24) hours in advance of such meetings. Such permission shall be on the same terms and conditions as permission to non-school organizations.

H. An employee's personnel file shall be used as a report of his/her documented performance and shall be kept in a place accessible only to the Bishop of the Diocese, superintendent, assistant superintendents, presidents and principals. Proper reports relating to special competencies, academic, civil, and social achievements should also be placed in the file. An employee may examine his/her personnel file at his request. The employee shall acknowledge his/her examination of the file in

writing and shall have the right to answer any material. Such answers shall be included in the file.

I. No material detrimental to the employee's record or derogatory to his/her conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had a dated copy given to him/her. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed with the understanding that his/her signature merely signifies that he/she has read such material and does not necessarily indicate agreement with its content. The employee shall have the right to answer any such material filed, and his/her answer shall be attached to that material. Anonymous material shall never be placed in the personnel file.

J. No such detrimental or derogatory material contained in the above selection may be used in any disciplinary action against an employee unless he/she has been supplied a copy of the material being used. The employee shall acknowledge that he/she has received such material by affixing his/her signature to said material.

K. Where the individual school publishes a faculty handbook, the delegate shall be supplied with a copy of the handbook to be forwarded to the Union.

L. Union Leave

1. Any two members of the Union may take one or more years unpaid leave of absence for Union/Affiliate business. During the term of the leave, the employee shall continue to accrue seniority and advance a step per year on the salary scale.

2. The Schools shall attempt to give the president and vice president of the Union scheduling consideration by having a preparation period assigned as the last period of the day.

ARTICLE XXII
Term of Agreement

- A. This Agreement shall be effective from September 1, 2009 through August 31, 2013
- B. At any time subsequent to March 1, 2013, either party may give written notice of its intention to open negotiations for a new agreement. The parties shall commence negotiation within thirty (30) days thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this fifteenth day of April, 2010.

SCHOOLS

CATHOLIC TEACHERS UNION



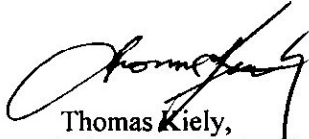
By: Mary P. Boyle,
Superintendent of Schools




By: William J. Blumenstein,
President



Rev. Msgr. Andrew Martin
President, Camden Catholic High School



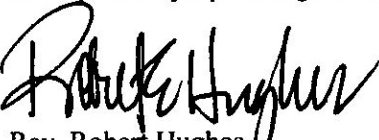
Thomas Kiely,
Principal, Camden Catholic High School



Rev. Perry Cherubini,
President, Holy Spirit High School



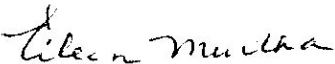
Susan Dennen,
Principal, Holy Spirit High School



Rev. Robert Hughes,
President, Paul VI High School



Sr. Marianne McCann,
Principal, Paul VI High School



Eileen Murtha,
Director, Special Education

Note: It is agreed that the commencement of medical coverage shall be delayed at the time of hire so that the coverage extends through July and August for teachers who complete the school year and have either been non-renewed or have resigned, provided it is not contrary to the carrier's requirements.

Long Term Disability

Effective Date: November 1, 1997

Employees Covered: All full-time employees (35 hours per week) who are covered by this Agreement.

Employee Eligibility Requirement: At least 17 weeks of full-time employment in the year prior to the date of disability.

Use of Sick Days: For the first 30 calendar days of disability, employees must first use sick leave days. To the extent that an employee has an insufficient number of sick leave days, he/she will be paid based upon 2/3 of his/her average weekly wages to a maximum at least equal to the maximum provided by the state Temporary Disability Plan.

Return from Disability: An employee may return from disability within a period of time equal to 26 weeks plus one year plus the number of unused sick leave days from the date of disability. If the employee does not return to work within that time, employment is terminated.

Medical Plan Coverage: During the period of used sick leave days, plus 26 weeks, plus one year, plus the number of unused accumulated sick days from the date of disability, the employee may continue the diocesan medical plan, the Schools bearing the expense during the period of used sick leave days plus 26 weeks following the date of disability, the employee bearing the expense during the one year period following the 26 week period and the Schools again bearing the expense for a period of time equal to the unused accumulated sick leave days.

a. For each sick leave day counted beyond the 26 weeks and one year periods, the number of sick leave days for sell-back purposes is reduced accordingly.

Salary Scale 2009-2010

STEP	YEARS	BA	BA+15	BA+30	MA	MA+15	MA+30	2MA/PhD
	EXPERIENCE*							
A	1	32,143	32,820	33,497	34,309	34,986	35,663	36,475
B	2	32,143	32,820	33,497	34,309	34,986	35,663	36,475
C	3	32,143	32,820	33,497	34,309	34,986	35,663	36,475
D	4	32,713	33,390	34,067	34,879	35,556	36,233	37,045
E	5	33,283	33,960	34,637	35,449	36,126	36,803	37,615
F	6	33,853	34,530	35,207	36,019	36,696	37,373	38,185
G	7	34,993	35,670	36,347	37,159	37,836	38,513	39,325
H	8	36,133	36,810	37,487	38,299	38,976	39,653	40,465
I	9	37,273	37,950	38,627	39,439	40,116	40,793	41,605
J	10	38,412	39,089	39,766	40,578	41,255	41,932	42,744
K	11	39,552	40,229	40,906	41,718	42,395	43,072	43,884
L	12	40,692	41,369	42,046	42,858	43,535	44,212	45,024
M	13-16	41,832	42,509	43,186	43,998	44,675	45,352	46,164
N	17-19	42,972	43,649	44,326	45,138	45,815	46,492	47,304
O	20-21	44,111	44,788	45,465	46,277	46,954	47,631	48,443
P	22-23	45,251	45,928	46,605	47,417	48,094	48,771	49,583
Q	24-25	46,391	47,068	47,745	48,557	49,234	49,911	50,723
R	26	47,531	48,208	48,885	49,697	50,374	51,051	51,863
S	27	48,671	49,348	50,025	50,837	51,514	52,191	53,003
T	28	49,810	50,487	51,164	51,976	52,653	53,330	54,142
U	29	50,950	51,627	52,304	53,116	53,793	54,470	55,282
V	30	52,090	52,767	53,444	54,256	54,933	55,610	56,422
W	31	53,230	53,907	54,584	55,396	56,073	56,750	57,562
X	32	54,370	55,047	55,724	56,536	57,213	57,890	58,702
Y	33	55,510	56,187	56,864	57,676	58,353	59,030	59,842
Z	34	56,650	57,327	58,004	58,816	59,493	60,170	60,982
AA	35	57,790	58,467	59,144	59,956	60,633	61,310	62,122
BB	36	58,930	59,607	60,284	61,096	61,773	62,450	63,262
CC	37	60,069	60,746	61,423	62,235	62,912	63,589	64,401
DD	38	61,209	61,886	62,563	63,375	64,052	64,729	65,541
EE	39	62,349	63,026	63,703	64,515	65,192	65,869	66,681
FF	40-42	64,629	65,306	65,983	66,795	67,472	68,149	68,961
GG	43-44	65,769	66,446	67,123	67,935	68,612	69,289	70,101
HH	45	66,909	67,586	68,263	69,075	69,752	70,429	71,241
II	46-50	68,049	68,726	69,403	70,215	70,892	71,569	72,381

*Including current year

Figures reflect NJ State Certification. Deduct \$325 for non-certification.

Salary Scale 2010-2011

STEP	YEARS	BA	BA+15	BA+30	MA	MA+15	MA+30	2MA/PhD
	EXPERIENCE*							
A	1	32,143	32,820	33,497	34,309	34,986	35,663	36,475
B	2	32,143	32,820	33,497	34,309	34,986	35,663	36,475
C	3	32,713	33,390	34,067	34,879	35,556	36,233	37,045
D	4	33,283	33,960	34,637	35,449	36,126	36,803	37,615
E	5	33,853	34,530	35,207	36,019	36,696	37,373	38,185
F	6	34,423	35,100	35,777	36,589	37,266	37,943	38,755
G	7	34,993	35,670	36,347	37,159	37,836	38,513	39,325
H	8	36,133	36,810	37,487	38,299	38,976	39,653	40,465
I	9	37,273	37,950	38,627	39,439	40,116	40,793	41,605
J	10	38,413	39,090	39,767	40,579	41,256	41,933	42,745
K	11	39,553	40,230	40,907	41,719	42,396	43,073	43,885
L	12	40,692	41,369	42,046	42,858	43,535	44,212	45,024
M	13	41,832	42,509	43,186	43,998	44,675	45,352	46,164
N	14-17	42,972	43,649	44,326	45,138	45,815	46,492	47,304
O	18-20	44,112	44,789	45,466	46,278	46,955	47,632	48,444
P	21-22	45,252	45,929	46,606	47,418	48,095	48,772	49,584
Q	23-24	46,391	47,068	47,745	48,557	49,234	49,911	50,723
R	25-26	47,531	48,208	48,885	49,697	50,374	51,051	51,863
S	27	48,671	49,348	50,025	50,837	51,514	52,191	53,003
T	28	49,811	50,488	51,165	51,977	52,654	53,331	54,143
U	29	50,951	51,628	52,305	53,117	53,794	54,471	55,283
V	30	52,090	52,767	53,444	54,256	54,933	55,610	56,422
W	31	53,230	53,907	54,584	55,396	56,073	56,750	57,562
X	32	54,370	55,047	55,724	56,536	57,213	57,890	58,702
Y	33	55,510	56,187	56,864	57,676	58,353	59,030	59,842
Z	34	56,650	57,327	58,004	58,816	59,493	60,170	60,982
AA	35	57,790	58,467	59,144	59,956	60,633	61,310	62,122
BB	36	58,930	59,607	60,284	61,096	61,773	62,450	63,262
CC	37	60,070	60,747	61,424	62,236	62,913	63,590	64,402
DD	38	61,210	61,887	62,564	63,376	64,053	64,730	65,542
EE	39	62,349	63,026	63,703	64,515	65,192	65,869	66,681
FF	40	63,489	64,166	64,843	65,655	66,332	67,009	67,821
GG	41-43	65,769	66,446	67,123	67,935	68,612	69,289	70,101
HH	44-45	66,909	67,586	68,263	69,075	69,752	70,429	71,241
II	46	68,049	68,726	69,403	70,215	70,892	71,569	72,381
JJ	47-51	69,189	69,866	70,543	71,355	72,032	72,709	73,521

*Including current year

Figures reflect NJ State Certification. Deduct \$325 for non-certification.

Salary Scale 2011-2012

STEP	YEARS	BA	BA+15	BA+30	MA	MA+15	MA+30	2MA/PhD
	EXPERIENCE*							
A	1	32,492	33,181	33,870	34,696	35,385	36,074	36,899
B	2	33,069	33,758	34,447	35,273	35,962	36,651	37,476
C	3	33,645	34,334	35,023	35,849	36,538	37,227	38,052
D	4	34,221	34,910	35,599	36,425	37,114	37,803	38,628
E	5	34,797	35,486	36,175	37,001	37,690	38,379	39,204
F	6	35,373	36,062	36,751	37,577	38,266	38,955	39,780
G	7	35,950	36,639	37,328	38,154	38,843	39,532	40,357
H	8	36,526	37,215	37,904	38,730	39,419	40,108	40,933
I	9	37,678	38,367	39,056	39,882	40,571	41,260	42,085
J	10	38,831	39,520	40,209	41,035	41,724	42,413	43,238
K	11	39,983	40,672	41,361	42,187	42,876	43,565	44,390
L	12	41,134	41,823	42,512	43,338	44,027	44,716	45,541
M	13	42,287	42,976	43,665	44,491	45,180	45,869	46,694
N	14	43,439	44,128	44,817	45,643	46,332	47,021	47,846
O	15-18	44,592	45,281	45,970	46,796	47,485	48,174	48,999
P	19-21	45,744	46,433	47,122	47,948	48,637	49,326	50,151
Q	22-23	46,895	47,584	48,273	49,099	49,788	50,477	51,302
R	24-25	48,048	48,737	49,426	50,252	50,941	51,630	52,455
S	26-27	49,200	49,889	50,578	51,404	52,093	52,782	53,607
T	28	50,353	51,042	51,731	52,557	53,246	53,935	54,760
U	29	51,505	52,194	52,883	53,709	54,398	55,087	55,912
V	30	52,656	53,345	54,034	54,860	55,549	56,238	57,063
W	31	53,809	54,498	55,187	56,013	56,702	57,391	58,216
X	32	54,961	55,650	56,339	57,165	57,854	58,543	59,368
Y	33	56,114	56,803	57,492	58,318	59,007	59,696	60,521
Z	34	57,266	57,955	58,644	59,470	60,159	60,848	61,673
AA	35	58,418	59,107	59,796	60,622	61,311	62,000	62,825
BB	36	59,571	60,260	60,949	61,775	62,464	63,153	63,978
CC	37	60,723	61,412	62,101	62,927	63,616	64,305	65,130
DD	38	61,876	62,565	63,254	64,080	64,769	65,458	66,283
EE	39	63,027	63,716	64,405	65,231	65,920	66,609	67,434
FF	40	64,179	64,868	65,557	66,383	67,072	67,761	68,586
GG	41	65,332	66,021	66,710	67,536	68,225	68,914	69,739
HH	42-44	67,060	67,749	68,438	69,264	69,953	70,642	71,467
II	45-46	68,213	68,902	69,591	70,417	71,106	71,795	72,620
JJ	47	69,365	70,054	70,743	71,569	72,258	72,947	73,772
KK	48	69,941	70,630	71,319	72,145	72,834	73,523	74,348

*Including current year

Figures reflect NJ State Certification. Deduct \$325 for non-certification.

Salary Scale 2012-2013

STEP	YEARS	BA	BA+15	BA+30	MA	MA+15	MA+30	2MA/PhD
	EXPERIENCE*							
A	1	33,446	34,147	34,848	35,689	36,390	37,090	37,930
B	2	34,028	34,729	35,430	36,271	36,972	37,672	38,512
C	3	34,611	35,312	36,013	36,854	37,555	38,255	39,095
D	4	35,194	35,895	36,596	37,437	38,138	38,838	39,678
E	5	35,777	36,478	37,179	38,020	38,721	39,421	40,261
F	6	36,360	37,061	37,762	38,603	39,304	40,004	40,844
G	7	36,942	37,643	38,344	39,185	39,886	40,586	41,426
H	8	37,525	38,226	38,927	39,768	40,469	41,169	42,009
I	9	38,108	38,809	39,510	40,351	41,052	41,752	42,592
J	10	39,273	39,974	40,675	41,516	42,217	42,917	43,757
K	11	40,439	41,140	41,841	42,682	43,383	44,083	44,923
L	12	41,603	42,304	43,005	43,846	44,547	45,247	46,087
M	13	42,769	43,470	44,171	45,012	45,713	46,413	47,253
N	14	43,934	44,635	45,336	46,177	46,878	47,578	48,418
O	15	45,100	45,801	46,502	47,343	48,044	48,744	49,584
P	16-19	46,266	46,967	47,668	48,509	49,210	49,910	50,750
Q	20-22	47,430	48,131	48,832	49,673	50,374	51,074	51,914
R	23-24	48,596	49,297	49,998	50,839	51,540	52,240	53,080
S	25-26	49,761	50,462	51,163	52,004	52,705	53,405	54,245
T	27-28	50,927	51,628	52,329	53,170	53,871	54,571	55,411
U	29	52,092	52,793	53,494	54,335	55,036	55,736	56,576
V	30	53,257	53,958	54,659	55,500	56,201	56,901	57,741
W	31	54,422	55,123	55,824	56,665	57,366	58,066	58,906
X	32	55,588	56,289	56,990	57,831	58,532	59,232	60,072
Y	33	56,753	57,454	58,155	58,996	59,697	60,397	61,237
Z	34	57,919	58,620	59,321	60,162	60,863	61,563	62,403
AA	35	59,084	59,785	60,486	61,327	62,028	62,728	63,568
BB	36	60,250	60,951	61,652	62,493	63,194	63,894	64,734
CC	37	61,416	62,117	62,818	63,659	64,360	65,060	65,900
DD	38	62,581	63,282	63,983	64,824	65,525	66,225	67,065
EE	39	63,746	64,447	65,148	65,989	66,690	67,390	68,230
FF	40	64,911	65,612	66,313	67,154	67,855	68,555	69,395
GG	41	66,077	66,778	67,479	68,320	69,021	69,721	70,561
HH	42	67,242	67,943	68,644	69,485	70,186	70,886	71,726
II	43-45	68,408	69,109	69,810	70,651	71,352	72,052	72,892
JJ	46-47	69,573	70,274	70,975	71,816	72,517	73,217	74,057
KK	48-49	70,739	71,440	72,141	72,982	73,683	74,383	75,223

*Including current year

Figures reflect NJ State Certification. Deduct \$325 for non-certification.

Secondary Department Salary Scales

# Techs	09/10	10/11	11/12	12/13
2	2,045	2,096	2,169	2,245
3	2,087	2,139	2,214	2,291
4	2,130	2,183	2,260	2,339
5	2,173	2,227	2,305	2,386
6	2,215	2,271	2,350	2,432
7	2,258	2,315	2,396	2,480
8	2,302	2,359	2,441	2,527
9	2,344	2,402	2,486	2,573
10	2,387	2,446	2,532	2,620
11	2,429	2,489	2,576	2,667
12	2,472	2,533	2,622	2,714

Notes:

- 1) Compensation for positions not included in the above scales will be determined by the high school principal.
- 2) Where an individual is currently being compensated in excess of the applicable amount as prescribed in the above scales, that individual's current level of compensation will remain in effect until such time when the prescribed scale amount should exceed the current level of compensation.

Secondary Activity/Moderator Salary Scales

Activity	09/10	10/11	11/12	12/13
Newspaper	2,228	2,283	2,363	2,446
Magazine	2,045	2,096	2,169	2,245
Yearbook	2,411	2,471	2,558	2,647
Stud. Gobs.	2,411	2,471	2,558	2,647
Forensics	2,106	2,158	2,234	2,312
Audio-Visual	2,106	2,158	2,234	2,312
Glee Club	1,983	2,033	2,104	2,178
Nat'l Honor Society	2,106	2,158	2,234	2,312
Class Moderators:				
Frosh/Sop	1,861	1,908	1,974	2,044
Junior/Senior	2,045	2,096	2,169	2,245

Notes:

- 1) The moderator of any approved activity not mentioned above requiring 30 hours or more per year shall be compensated at a rate equal to the lowest printed moderator stipend. An agreement in writing with the principal must be made in advance of the assignment.
- 2) Where an individual is currently being compensated in excess of the applicable amount as prescribed in the above scales, that individual's current level of compensation will remain in effect until such time when the prescribed scale amount should exceed the current level of compensation.

NAME: _____ Date of Request: _____

Categories - Select one: _____ Personal _____ Bereavement _____ Professional/Workshop
_____ Other(Specify) _____

Please fill in the appropriate information below.

PERSONAL/BEREAVEMENT:

Date(s): _____ Duration: _____

According to contract, at least five (5) days notice is to be given to the principal for personal days except in cases of emergency.

PROFESSIONAL/WORKSHOP:

Department: _____ Budget Withdrawal: _____

Date(s) of Workshop _____ Hours of Workshop _____ Cost \$ _____

Title of Workshop _____ Location of Workshop _____

Brief Description of Workshop

Briefly state your objectives for attending the workshop

Relevance to school's educational mission/objectives

Additional Information: _____

_____ **Approved**

_____ **Disapproved**

Principal

Date

Teacher Preference Form

SCHOOL _____

SCHOOL YEAR _____ **NAME OF TEACHER** _____

In accordance with the contract, Article VIII - A, you are requested to complete this "preference form", and return it to the principal's secretary by _____.

TEACHING ASSIGNMENTS:

In order of preference _____

SERVICE ASSIGNMENTS:

In order of preference _____

HOMEROOM ASSIGNMENT:

Level preference _____

Please describe below any special requests you may have; e.g., room assignment, scheduling arrangement, etc.

Please indicate below if you intend to take any graduate courses in the near future (please specify dates.)

Teacher Volunteer Form

ARTICLE XVII

General Conditions

B. The provisions of this contract are not intended to limit an employee's rights to accept voluntarily any school activity offered to him/her.

1. If an employee does not wish to volunteer for any assignment which is beyond the terms of this contract, he/she is free to do so.

2. In either case, the employee's right to volunteer or not to volunteer shall be without prejudice to his/her standing in the Schools and without censure from the Schools or Union.

3. When an employee is requested to or volunteers to accept an assignment which is beyond the terms of this contract, he/she must be given the written request for his signature which need not be returned sooner than twenty-four (24) hours after receipt of said request in order to demonstrate in writing his willingness

I, _____
Name of Employee

() do volunteer () do not volunteer

for the following condition:

Signature

Date

Competency Form

Name of Teacher _____

School _____

Year _____

Subject Area to be Taught _____

Course Title _____

It is recognized that the teacher named above has agreed to teach outside of his or her field of competency as defined in this contract.

copy: Diocesan Schools Office
President - CTU

Disciplinary Meeting Form

To: _____ (Name of Teacher)

From: _____ (Principal)

Date for Meeting: _____ TIME: _____

Topic: _____

You are reminded that you have the right to have a representative of the Union present at this meeting.

If you do not wish to bring someone, please sign below

New Teacher Audit Form

Date _____ Time _____

Name of School _____

Class Audited _____

Teacher Auditing _____

copy: Department Chairperson

Preparation Period Use for Substitution

Teacher _____

School _____

Period of Substitution _____ DATE _____

It is recognized that only those teachers who wish to volunteer will be asked to give up their Preparation Period. For every four (4) Preparation Periods used, a teacher will be given an extra Personal Day.

Tuition Reimbursement Request Form

This section to be completed by teacher:

Name: _____	Date of Application: _____
School: _____	
Title of Graduate Course: _____	
Graduate School: _____	
N.B. Request for reimbursement for summer courses must be made by June 1 for September reimbursement	

This section to be completed by principal:

Request approved: _____ (Pending contractual stipulation of proof of grade of C or better)
Request denied: _____
Reasons for denial: _____

Principal's signature

GRIEVANCE REPORT FORM

Date: _____

Name: _____

School: _____

Position: _____

Delegate's Name: _____

I. Nature of Grievance: _____

II. Applicable Article and Section: _____

III. Remedy Sought: _____

Signature _____

This form is to be completed in triplicate:

- Original to appropriate administrator
- One copy to the Union
- One copy to be retained by the aggrieved

Diocese of Camden Horizon Point of Service Plan

	In-Network	Out-of-Network
Annual Deductible	none	\$2500 individual / \$5000 family
Out-of Pocket Maximum	\$1000 individual / \$2000 family	\$5000 individual / \$10,000 family
Coinsurance	100%	60%
Lifetime Maximum	unlimited	\$5,000,000
Hospital/ Facility Services		
Inpatient Services - Hospital	\$300 per admission	\$300 co-pay then 60% after deductible
Inpatient Services - Skilled Nursing Facility	100% up to 100 days	60% up to 60 days
Outpatient - Emergency Services	\$75 co-pay	\$75 co-pay
Outpatient - Non-Emergency Services	100%	60% after deductible
Outpatient Diagnostic Lab, X-ray & Preadmission Testing	100%	60% after deductible
Surgi-center	100%	60% after deductible
Home Health Care	100%	60% after deductible
Hospice Care	100% - combined \$9,000 lifetime maximum	60% after deductible - combined \$9,000 lifetime maximum
Physician Services		
Inpatient Services - Medical Care	100%	60% after deductible
Inpatient Services - Surgery	100%	60% after deductible
Inpatient Services - Obstetrical Services	100%	60% after deductible
Inpatient Services - Diagnostic Services	100%	60% after deductible
Outpatient Services - Office Visits	\$20 PCP co-pay - \$25 specialist	60% after deductible
Outpatient Services - Surgery	\$25 co-pay	60% after deductible
Outpatient Diagnostic Lab & X-ray	Office & LabCorp: 100% all others: 80%	60% after deductible
Allergy Testing	100% after \$25 co-pay	60% after deductible
Maternity - Physician Services	\$25 co-pay, 1st visit then 100%	60% after deductible
Preventive Benefits		
Well Child Care	\$20 co-pay	60%, no deductible
Child Immunizations	\$20 co-pay	60%, no deductible
Routine Physicals	\$20 co-pay	60%, no deductible
Prostate Screening	\$20 co-pay	60%, no deductible
Annual Routine OB/Gyn Visit	\$20 co-pay	60%, no deductible
Short-Term Therapies - physical, speech, occupational, respiratory/inhalation	\$20 PCP co-pay - \$25 specialist 30 visits per benefit period	60% after deductible \$1000/\$2000 max each therapy 30 visits per benefit period
Chiropractic Manipulations	\$25 co-pay 30 combined visits per benefit period	60% after deductible 30 combined visits per benefit period
Private Duty Nursing	100%, 240 hrs/year combined maximum	60%, 240 hours/year combined maximum
Durable Medical Equipment	100% - combined \$5,000 maximum (no max on prosthetics)	60% after deductible, combined \$5,000 max (no max on prosthetics)
Diabetic Supplies	100%	60% after deductible
Inpatient Physical Rehabilitation	100%, limited to 60 days per benefit period	60% after deductible, limited to 60 days per benefit period
Oxygen & Administration	100%	60% after deductible
Nutrition	100%	60% after deductible
Routine Vision Exam (1 per benefit period)	100% after \$30 co-pay	60% after deductible
Vision Hardware	\$100 in a two calendar year period	\$50 in a two calendar year period
Mental Health Coverage [limits do not apply to biologically based mental illnesses]		
Inpatient Services	100% - 45 days calendar year, maximum 90 days per lifetime	60% after deductible, 30 days per benefit period 90 days lifetime
Outpatient Services	\$25 co-pay, 50 visits per benefit period 150 visits per lifetime	60% after deductible, 20 visits per benefit period, 60 visits per lifetime
Substance Abuse Coverage - included in Mental Health Coverage		

Diocese of Camden Horizon Direct Access 3 Plan

	In-Network	Out-of-Network
Annual Deductible	none	\$300 individual / \$600 family
Out-of Pocket Maximum	\$750 individual / \$1500 family	\$2000 individual / \$5000 family
Coinsurance	80%	60%
Lifetime Maximum	unlimited	\$5,000,000
Hospital/ Facility Services		
Inpatient Services - Hospital	80%	60% after deductible
Inpatient Services - Skilled Nursing Facility	80% up to 100 days	60% after deductible - up to 60 days
Outpatient - Emergency Services	80% after \$50 co-pay	80% after \$50 co-pay
Non-Emergency Services	80%	60% after deductible
Outpatient Diagnostic Lab, X-ray & Preadmission Testing	100%	60% after deductible
Surgi-center	80%	60% after deductible
Home Health Care	80%	60% after deductible - up to 100 visits
Hospice Care	80% combined \$9,000 lifetime maximum	60% after deductible combined \$9,000 lifetime maximum
Physician Services		
Inpatient Services - Medical Care	80%	60% after deductible
Inpatient Services - Surgery	80%	60% after deductible
Inpatient Services - Obstetrical Services	80%	60% after deductible
Inpatient Services - Diagnostic Services	80%	60% after deductible
Outpatient Services - Office Visits	\$15 co-pay	60% after deductible
Outpatient Services - Surgery	Office: 100% after \$15 co-pay Other: 80%	60% after deductible
Outpatient Diagnostic Lab & X-ray	Office & LabCorp: 100% all others: 80%	60% after deductible
Allergy Testing	100% after \$15 co-pay	60% after deductible
Maternity - Physician Services	\$15 co-pay, 1st visit then 80%	60% after deductible
Preventive Benefits		
Well Child Care	\$15 co-pay	60%, no deductible
Child Immunizations	\$15 co-pay	60%, no deductible
Routine Physicals	\$15 co-pay	60%, no deductible
Prostate Screening	\$15 co-pay	60%, no deductible
Annual Routine OB/Gyn Visit	\$15 co-pay	60%, no deductible
Short-Term Therapies - physical, speech, occupational, respiratory/inhalation	Office: \$15 co-pay Other: 80% 30 visits per benefit period	60% after deductible - \$1000/\$2000 max each therapy 30 visits per benefit period
Chiropractic Manipulations	Office: \$15 co-pay Other: 80% 30 combined visits per benefit period	60% after deductible 30 combined visits per benefit period
Private Duty Nursing	80% - 240 hrs/year combined maximum	60% - 240 hours/year combined maximum
Durable Medical Equipment	80% - combined \$5,000 maximum (no max on prosthetics)	60% after deductible - combined \$5,000 maximum (no max on prosthetics)
Diabetic Supplies	80%	60% after deductible
Inpatient Physical Rehabilitation	80%	60% after deductible
Oxygen & Administration	80%	60% after deductible
Nutrition	80%	60% after deductible
Routine Vision Exam (1 per benefit period)	100% after \$15 co-pay	60% after deductible
Vision Hardware	\$50 in a two calendar year period	\$50 in a two calendar year period
Mental Health Coverage [limits do not apply to biologically based mental illnesses]		
Inpatient Services	80% - 45 days calendar year maximum 90 days per lifetime	60% after deductible - 30 days per benefit period 90 days lifetime
Outpatient Services	80% - 50 visits per benefit period 150 visits per lifetime	60% after deductible - 20 visits per benefit period 60 visits per lifetime
Substance Abuse Coverage - included in Mental Health Coverage		

These coverages are provided for full-time employees in accordance with the provisions of Article XI.A.1.

Diocese of Camden Managed Vision Care Program

Frequency of Service

	Employee	Spouse	Children (Student Age 25)
Vision Exam	12 months	12 months	12 months
Lenses	12 months	12 months	12 months
Frames	24 months	24 months	24 months

Benefits

	VBA Participating Doctor Amount Covered	Non-Participating Doctor Amount Reimbursed
Vision Exam	100%	\$35
Clear Standard Lenses (pair)		
Single Vision	100%	\$30
Bifocal	100%	\$40
Trifocal	100%	\$60
Lenticular	100%	\$80
Frames	100%	\$45
	<i>(within the program's \$45 wholesale allowance – approx \$100 retail)</i>	
OR		
Contacts (includes the vision exam allowance)		
Selected in lieu of Glasses	\$125	\$125
Medically Required	UCR (usual, customary, and reasonable as determined by VBA)	\$250

Diocese of Camden Dental Insurance Plan

Plan Features

Dental Indemnity Plan

Annual Deductible

\$50 per person

Annual Maximum Benefit

\$1,500 per person

Class I Services

Preventive/Diagnostic (cleanings, x-rays, exams)

100% coverage; annual deductible is waived for these services

Class II Services

Basic/Restorative (filings, extractions, root canals)

85% coverage after annual deductible

Class III Services

Major (crown/bridges, dentures)

50% coverage after annual deductible

Prosthodontia is reduced from 50% to 25% for the first 24 months of coverage for new employees on and after 7/1/95 who had teeth missing when hired.

Class IV Services

Orthodontia (braces)

50% coverage after annual deductible; lifetime maximum of \$1,000 per person

Orthodontia treatment received prior to your eligibility date is not covered. Ongoing monthly treatment provided on or after your eligibility date is covered.

Diocese of Camden Healthcare Program for Early Retirees

1. An employee who has worked at least 20 years with the Diocese and retires between the ages of 60 and 65 has the option of continuing the medical benefit [single, couple, parent/child, family] at the employee's expense. At age 65 the employee will no longer be eligible for coverage under the Diocesan plan.
2. The retired employee's spouse may participate in the current health coverage at the retired employee's expense, until the retired employee reaches the age of 65. If the spouse is not yet eligible for Medicare, the Diocese will assist the spouse in obtaining coverage, if the spouse chooses, and at the spouse's expense.
3. If a retired employee participating in this coverage dies before the age of 65, the spouse is no longer eligible to participate in the plan.

Administrative Rules

1. An "eligible retiree" is an employee:
 - a. age 60 or older who is not qualified for Medicare coverage, and
 - b. who has served not less than 20 years of service with *covered employers*, and
 - c. who terminates employment with a *covered employer*, and
 - d. who remains current with healthcare contributions, and
 - e. who while in active employment, was covered by the Diocesan health plan for at least five years, prior to retirement.
2. A "covered employer" is:
 - a. a parish, agency or an institution of the Diocese of Camden, which provides coverage with the Diocesan health plan.
3. Healthcare premiums are due and payable by the eligible retiree no later than the tenth of the month before the month for which coverage is requested. As an example, premium for coverage for the month of July must be paid no later than June 10.

4. Coverage terminates for an eligible retiree for the earliest of the following:
 - a. notification by the eligible retiree in writing with copies of the Social Security Administration notice to show that Medicare coverage is now in effect, or
 - b. the healthcare premium is more than 15 days late, or
 - c. the death of the eligible retiree.
5. Coverage terminates for a dependent of an eligible retiree:
 - a. when documentation has been received from the eligible retiree that Medicare coverage is now in effect, or
 - b. when the healthcare premium is more than 15 days late, or
 - c. when the dependent dies, or
 - d. when the eligible retiree dies.
6. Single healthcare coverage may be changed to add dependents during the Open Enrollment Period each year. The Open Enrollment Period is the month of May for a July 1 effective date.
7. An employee and dependents form of healthcare coverage may be changed to Single coverage at any time. It will become effective on the first of the month following the month in which the covered employer is notified in writing.
8. An eligible retiree who has been covered by the Diocesan health plan and who elected coverage completes the Election Form. The completed Election Form is forwarded to the employer. Arrangements are made with the employee to remit the required monthly premium payments to the employer on a timely basis.
9. An eligible retiree who elects to waive Program coverage must complete a Waiver Form. This Waiver Form is forwarded to the employer.

Severance Pay Plan

1. Severance pay will be computed and paid, when eligible, on a weekly basis according to the following schedule based upon the salary or wage of the terminated employee for the last completed weekly pay period prior to termination.

Less than 6 months	No benefit
Six months but less than two years	Two full weeks salary
Two years but less than three years	Three full weeks salary
Three years but less than four years	Four full weeks salary
Four years but less than five years	Five full weeks salary
Five years but less than six years	Six full weeks salary
Six years but less than seven years	Seven full weeks salary
Seven years but less than eight years	Eight full weeks salary
Eight years but less than nine years	Nine full weeks salary
Nine years but less than ten years	Ten full weeks salary
A minimum of ten years	Twelve full weeks salary

2. In the case of teachers, "salary" shall be calculated by dividing their annual base compensation by fifty-two (52) to ascertain a weekly salary.
3. Once it is determined that an instrumentality of the Diocese of Camden is to involuntarily terminate an employee other than "for cause," then such instrumentality shall so notify the Office of Human Resources, the Plan Administrator, forthwith so that inquiries can be effected in an attempt to secure another suitable position for such employee within the diocese. The inability of the Diocese to locate another suitable position shall entitle the employee to the previously specified benefits under this Plan.
4. Years of employment will be calculated from the first day of employment until the date of involuntary termination. Calculation of total time accumulated for the purposes of Paragraph 3 shall be for continuous and uninterrupted service with any instrumentality of the Diocese of Camden.

Service with one or more instrumentalities shall be deemed to be continuous and uninterrupted provided it is consecutive.

Service shall be deemed to be continuous and uninterrupted in the case of educational instrumentalities notwithstanding the fact that such educational instrumentalities do not operate during the normal and accepted vacation periods.

5. Implementation of the Plan by the Diocese of Camden is not intended to confer, and does not confer any legal, equitable, contractual or other rights on any kind on any employee of any instrumentality of the diocese. It may at any time, and with or without cause, be amended in whole or in part by the Diocese and/or abrogated in its entirety.

6. In the case of an employee who is delivered of a child, maternity leave of up to one year, during which time the employee is not otherwise gainfully employed, shall not be deemed to interrupt the continuous and uninterrupted service required in Paragraph 4; provided, however, that such maternity leave shall not be calculated as employment for purposes of Paragraph 1.

7. No payment shall be made under this plan to any employee who, at the time of involuntary termination, is entitled to receive any other type of severance pay or unemployment compensation of any kind pursuant to any type of agreement or requirement.

8. No payments shall be made under this Plan to any employee who, within 10 business days of termination has obtained another suitable position.

9. Any employee eligible for benefits under the provisions of the Diocesan pension program shall be ineligible for benefits under this Plan.

10. Roman Catholic agencies, institutions and instrumentalities which are located in the Diocese of Camden, but which are not subject to the civil authority of the Ordinary of the diocese, may participate in this program, with the approval of the said Ordinary, on a voluntary basis, provided, however, that such participation of any such agency, institution or instrumentality shall be conditioned upon such entity complying with all applicable provisions of this program. Participation by any such agency, institution or instrumentality is not intended to confer, and does not confer, any legal, equitable, contractual or other right of any kind on any employee of any such entity. Participation of any such entity in this program may be terminated, at any time and with or without cause, by such entity or by the Ordinary.

13. Notwithstanding any other provisions of this Plan no employee of any educational institution shall be entitled to any benefits hereunder during the summer vacation period between academic years.

14. Notwithstanding any other provisions of the Plan, any employee of an educational institution who has been subject to an involuntary termination at the end of the academic year, and who normally does not work at such educational institution during the summer vacation period, and who is not otherwise gainfully employed on the first day of the next succeeding year shall, only at such time, receive the appropriately computed benefits under this Plan.