

SACRED HEART HIGH SCHOOL

AND

CATHOLIC TEACHERS UNION

September 1, 2009 - August 31, 2013 Contract

Contents

Article I - Recognition and Scope of Agreement	1
Article II - Certificates.....	2
Article III - Tenure.....	2
Article IV - Non-Tenure.....	3
Article V - Seniority.....	3
Article VI - Constriction.....	4
Article VII - Grievance Procedure.....	5
Article VIII - Teacher Assignments	7
Article IX - Duties and Assignments.....	8
Article X - Leaves of Absence	10
A. Sick Leave	10
B. Bereavement Leave.....	10
C. Personal Leave.....	10
D. Professional Leave.....	11
E. Disability Leave	11
F. Maternity Leave	11
G. Child Rearing Leave.....	11
H. Adoption Leave	11
I. Unpaid Leave of Absence	12
J. Extended Leave.....	12
Article XI - Benefits	13
A. Medical Insurance.....	13
B. Dental Insurance	13
C. Prescription Drug Plan.....	13
D. Life Insurance	13
E. Continuation of Health Insurance Coverage.....	14
F. Retirement Plan.....	14
G. Tuition Reimbursement for Graduate Credits	14
H. Early Retirement Incentive	14
I. Long Term Disability Plan.....	15
J. Medical Insurance Option.....	15
K. Vision Care.....	15
L. Healthcare Program for Early Retirees	15
M. 125 Plan Coverage.....	16
N. Severance Plan.....	16
Article XII - Lunch	16
Article XIII - Tax Sheltered Annuity.....	16
Article XIV - Tuition Waiver	16
Article XV - Salaries	16
Article XVI - No Strike - No Lockout.....	16
Article XVII - General Conditions	17
Article XVIII - Extra-Curricular Activities	17
Article XIX - Advancement	17
Article XX - Check-Off.....	18
Article XXI - Union Representation.....	19
Article XXII - Term of Agreement.....	20

Salary Scale 2009-2010.....	21
Salary Scale 2010-2011.....	22
Salary Scale 2011-2012.....	23
Salary Scale 2012-2013.....	24
Secondary Department Salary Scales.....	25
Secondary Activity/Moderator Salary Scales.....	25
Personal/Bereavement/Professional Day Request Form.....	26
Teacher Preference Form.....	27
Teacher Volunteer Form.....	28
Competency Form.....	29
Disciplinary Meeting Form.....	29
New Teacher Audit Form.....	30
Preparation Period Use for Substitution.....	30
Tuition Reimbursement Request Form.....	31
Grievance Report Form.....	32
Diocese of Camden Horizon Point of Service Plan.....	33
Diocese of Camden Horizon Direct Access 3 Plan.....	33
Managed Vision Care Program.....	35
Dental Insurance Plan.....	36
Healthcare Program for Early Retirees.....	36
Severance Pay Plan.....	37

Preamble This Agreement is made this first day of August, 2010 by and between Sacred Heart High School (hereinafter referred to as 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 School as the sole and exclusive collective bargaining agent for the following lay employees at the School.

1. All full-time classroom teachers;
2. All full-time guidance counselors;
3. All full-time librarians;
4. 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.

5. 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. ***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 School.

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 School 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 School 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 School 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 school is 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 principal of the School subject to the right and duty of the Bishop as acknowledged in this Agreement.

M. The school and/or parish 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. 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 School 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 School 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 School, as follows: School Seniority, based on the length of continuous service in the School, and Bargaining Unit Seniority, based on the length of continuous service within the schools covered by any predecessor collective bargaining agreement, to 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 School, although not more than ten (10) years credit for prior teaching experience can be given.

C. If an employee who has taught in the School 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 School 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 School.

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 School 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 School 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. The Superintendent of Schools of the Diocese of Camden shall seek to assist any tenured teacher

at Sacred Heart Catholic High School who wishes to teach in another Catholic high school. Requests for such assistance must be made in writing to the superintendent by April 30th of any school year. Requests shall include preferred school(s) and subject areas.

M. 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.

N. All 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.

O. The principal shall meet with the Union regarding the application of the procedures in this Article.

P. 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 School 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 School 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 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 the Principal is developing employees' rosters, he/she 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 165 students (excluding physical education). 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. The 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 the 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 School 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. The Principal may grant other professional days at his/her discretion.

E. Disability Leave

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

2. The School 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 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 School 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 School 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 School.

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 School 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 School 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 School, 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 School shall provide a Long Term Disability Plan in accordance with the attached exhibit.

a. The School 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 School shall have the option of not participating in the School's 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 School shall provide a Healthcare Program for Early Retirees Plan in accordance with the attached exhibit.

M. 125 Plan Coverage

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

D. Individual mailboxes shall be provided for each lay employee in the 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 School shall pay registration fees for conferences required by the School.

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

I. In the 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 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 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 School 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 School 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 School and Diocese harmless from any claims or liabilities which the School may incur by reason of making such deductions.

C. The Union will advise the School 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 School 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 School 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 School 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 first day of August, 2010.

SACRED HEART HIGH SCHOOL

CATHOLIC TEACHERS UNION



Rev. Edward Namiotka, President



By: William J. Blumenstein, President



Mary P. Boyle, Superintendent

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 School 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 School 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

YEARS								
STEP	EXPERIENCE*	BA	BA+15	BA+30	MA	MA+15	MA+30	2MA/PhD
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	32,143	32,820	33,497	34,309	34,986	35,663	36,475
E	5	32,143	32,820	33,497	34,309	34,986	35,663	36,475
F	6	32,370	33,047	33,724	34,536	35,213	35,890	36,702
G	7	33,635	34,312	34,989	35,801	36,478	37,155	37,967
H	8	34,899	35,576	36,253	37,065	37,742	38,419	39,231
I	9	36,164	36,841	37,518	38,330	39,007	39,684	40,496
J	10	37,428	38,105	38,782	39,594	40,271	40,948	41,760
K	11	38,693	39,370	40,047	40,859	41,536	42,213	43,025
L	12	39,957	40,634	41,311	42,123	42,800	43,477	44,289
M	13-16	41,222	41,899	42,576	43,388	44,065	44,742	45,554
N	17-19	42,486	43,163	43,840	44,652	45,329	46,006	46,818
O	20-21	43,750	44,427	45,104	45,916	46,593	47,270	48,082
P	22-23	45,014	45,691	46,368	47,180	47,857	48,534	49,346
Q	24-25	46,279	46,956	47,633	48,445	49,122	49,799	50,611
R	26	47,543	48,220	48,897	49,709	50,386	51,063	51,875
S	27	48,808	49,485	50,162	50,974	51,651	52,328	53,140
T	28	50,072	50,749	51,426	52,238	52,915	53,592	54,404
U	29	51,337	52,014	52,691	53,503	54,180	54,857	55,669
V	30	52,601	53,278	53,955	54,767	55,444	56,121	56,933
W	31	53,866	54,543	55,220	56,032	56,709	57,386	58,198
X	32	55,130	55,807	56,484	57,296	57,973	58,650	59,462
Y	33	56,394	57,071	57,748	58,560	59,237	59,914	60,726
Z	34	57,658	58,335	59,012	59,824	60,501	61,178	61,990
AA	35	58,923	59,600	60,277	61,089	61,766	62,443	63,255
BB	36	60,187	60,864	61,541	62,353	63,030	63,707	64,519
CC	37	61,452	62,129	62,806	63,618	64,295	64,972	65,784
DD	38	62,716	63,393	64,070	64,882	65,559	66,236	67,048
EE	39	63,981	64,658	65,335	66,147	66,824	67,501	68,313

*Including current year

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

Salary Scale 2010-2011

STEP	YEARS EXPERIENCE*	BA	BA+15	BA+30	MA	MA+15	MA+30	2MA/PhD
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	32,246	32,923	33,600	34,412	35,089	35,766	36,578
E	5	32,246	32,923	33,600	34,412	35,089	35,766	36,578
F	6	32,878	33,555	34,232	35,044	35,721	36,398	37,210
G	7	33,510	34,187	34,864	35,676	36,353	37,030	37,842
H	8	34,775	35,452	36,129	36,941	37,618	38,295	39,107
I	9	36,039	36,716	37,393	38,205	38,882	39,559	40,371
J	10	37,304	37,981	38,658	39,470	40,147	40,824	41,636
K	11	38,568	39,245	39,922	40,734	41,411	42,088	42,900
L	12	39,833	40,510	41,187	41,999	42,676	43,353	44,165
M	13	41,097	41,774	42,451	43,263	43,940	44,617	45,429
N	14-17	42,362	43,039	43,716	44,528	45,205	45,882	46,694
O	18-20	43,626	44,303	44,980	45,792	46,469	47,146	47,958
P	21-22	44,890	45,567	46,244	47,056	47,733	48,410	49,222
Q	23-24	46,154	46,831	47,508	48,320	48,997	49,674	50,486
R	25-26	47,419	48,096	48,773	49,585	50,262	50,939	51,751
S	27	48,683	49,360	50,037	50,849	51,526	52,203	53,015
T	28	49,948	50,625	51,302	52,114	52,791	53,468	54,280
U	29	51,212	51,889	52,566	53,378	54,055	54,732	55,544
V	30	52,477	53,154	53,831	54,643	55,320	55,997	56,809
W	31	53,741	54,418	55,095	55,907	56,584	57,261	58,073
X	32	55,006	55,683	56,360	57,172	57,849	58,526	59,338
Y	33	56,270	56,947	57,624	58,436	59,113	59,790	60,602
Z	34	57,534	58,211	58,888	59,700	60,377	61,054	61,866
AA	35	58,798	59,475	60,152	60,964	61,641	62,318	63,130
BB	36	60,063	60,740	61,417	62,229	62,906	63,583	64,395
CC	37	61,327	62,004	62,681	63,493	64,170	64,847	65,659
DD	38	62,592	63,269	63,946	64,758	65,435	66,112	66,924
EE	39	63,856	64,533	65,210	66,022	66,699	67,376	68,188
FF	40	65,121	65,798	66,475	67,287	67,964	68,641	69,453

*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	32,143	32,832	33,521	34,347	35,036	35,725	36,550
B	2	32,143	32,832	33,521	34,347	35,036	35,725	36,550
C	3	32,143	32,832	33,521	34,347	35,036	35,725	36,550
D	4	32,512	33,201	33,890	34,716	35,405	36,094	36,919
E	5	33,149	33,838	34,527	35,353	36,042	36,731	37,556
F	6	33,787	34,476	35,165	35,991	36,680	37,369	38,194
G	7	34,424	35,113	35,802	36,628	37,317	38,006	38,831
H	8	35,062	35,751	36,440	37,266	37,955	38,644	39,469
I	9	36,337	37,026	37,715	38,541	39,230	39,919	40,744
J	10	37,612	38,301	38,990	39,816	40,505	41,194	42,019
K	11	38,887	39,576	40,265	41,091	41,780	42,469	43,294
L	12	40,162	40,851	41,540	42,366	43,055	43,744	44,569
M	13	41,436	42,125	42,814	43,640	44,329	45,018	45,843
N	14	42,711	43,400	44,089	44,915	45,604	46,293	47,118
O	15-18	43,986	44,675	45,364	46,190	46,879	47,568	48,393
P	19-21	45,260	45,949	46,638	47,464	48,153	48,842	49,667
Q	22-23	46,535	47,224	47,913	48,739	49,428	50,117	50,942
R	24-25	47,810	48,499	49,188	50,014	50,703	51,392	52,217
S	26-27	49,085	49,774	50,463	51,289	51,978	52,667	53,492
T	28	50,360	51,049	51,738	52,564	53,253	53,942	54,767
U	29	51,635	52,324	53,013	53,839	54,528	55,217	56,042
V	30	52,910	53,599	54,288	55,114	55,803	56,492	57,317
W	31	54,185	54,874	55,563	56,389	57,078	57,767	58,592
X	32	55,460	56,149	56,838	57,664	58,353	59,042	59,867
Y	33	56,735	57,424	58,113	58,939	59,628	60,317	61,142
Z	34	58,008	58,697	59,386	60,212	60,901	61,590	62,415
AA	35	59,283	59,972	60,661	61,487	62,176	62,865	63,690
BB	36	60,558	61,247	61,936	62,762	63,451	64,140	64,965
CC	37	61,833	62,522	63,211	64,037	64,726	65,415	66,240
DD	38	63,108	63,797	64,486	65,312	66,001	66,690	67,515
EE	39	64,383	65,072	65,761	66,587	67,276	67,965	68,790
FF	40-41	65,658	66,347	67,036	67,862	68,551	69,240	70,065

*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	32,143	32,844	33,545	34,386	35,087	35,787	36,627
B	2	32,143	32,844	33,545	34,386	35,087	35,787	36,627
C	3	32,726	33,427	34,128	34,969	35,670	36,370	37,210
D	4	33,368	34,069	34,770	35,611	36,312	37,012	37,852
E	5	34,010	34,711	35,412	36,253	36,954	37,654	38,494
F	6	34,651	35,352	36,053	36,894	37,595	38,295	39,135
G	7	35,293	35,994	36,695	37,536	38,237	38,937	39,777
H	8	35,935	36,636	37,337	38,178	38,879	39,579	40,419
I	9	36,576	37,277	37,978	38,819	39,520	40,220	41,060
J	10	37,860	38,561	39,262	40,103	40,804	41,504	42,344
K	11	39,143	39,844	40,545	41,386	42,087	42,787	43,627
L	12	40,427	41,128	41,829	42,670	43,371	44,071	44,911
M	13	41,710	42,411	43,112	43,953	44,654	45,354	46,194
N	14	42,993	43,694	44,395	45,236	45,937	46,637	47,477
O	15	44,277	44,978	45,679	46,520	47,221	47,921	48,761
P	16-19	45,559	46,260	46,961	47,802	48,503	49,203	50,043
Q	20-22	46,842	47,543	48,244	49,085	49,786	50,486	51,326
R	23-24	48,126	48,827	49,528	50,369	51,070	51,770	52,610
S	25-26	49,409	50,110	50,811	51,652	52,353	53,053	53,893
T	27-28	50,692	51,393	52,094	52,935	53,636	54,336	55,176
U	29	51,976	52,677	53,378	54,219	54,920	55,620	56,460
V	30	53,259	53,960	54,661	55,502	56,203	56,903	57,743
W	31	54,542	55,243	55,944	56,785	57,486	58,186	59,026
X	32	55,826	56,527	57,228	58,069	58,770	59,470	60,310
Y	33	57,109	57,810	58,511	59,352	60,053	60,753	61,593
Z	34	58,391	59,092	59,793	60,634	61,335	62,035	62,875
AA	35	59,675	60,376	61,077	61,918	62,619	63,319	64,159
BB	36	60,958	61,659	62,360	63,201	63,902	64,602	65,442
CC	37	62,241	62,942	63,643	64,484	65,185	65,885	66,725
DD	38	63,525	64,226	64,927	65,768	66,469	67,169	68,009
EE	39	64,808	65,509	66,210	67,051	67,752	68,452	69,292
FF	40-42	66,092	66,793	67,494	68,335	69,036	69,736	70,576

*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.

20 _____ **HIGH SCHOOL REQUEST FOR FACULTY LEAVE**

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	800	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.