

WILDWOOD CATHOLIC HIGH SCHOOL

AND

CATHOLIC TEACHERS UNION

September 1, 2010 - August 31, 2014 Contract

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Preamble This Agreement is made this first day of September, 2010 by and between Wildwood Catholic High School (hereinafter referred to as the School) and the Catholic Teachers Union (hereinafter referred to as the Union);

Whereas, the said parties desire to establish the terms and conditions relating to the professional employment of the lay teachers in the bargaining unit; to affirm the Catholic identity and mission of Wildwood Catholic High School in the context of the Catholic Church's teaching mission; to advance the Catholic educational objectives of the Diocese 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 Wildwood Catholic High School:

1. All full-time classroom teachers;
2. All full-time guidance counselors;
3. All full-time media specialist;
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. 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 School, 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 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 School.

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 it is anon-tax supported enterprise, primarily dependent upon tuition, and fees and voluntary offerings of the people, and that, accordingly, it is 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 Academic Dean 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 schools and nothing shall be deemed to limit or restrict it in any way in the exercise of all its functions in management operations. This includes the right to make such rules relating to its operation as it shall deem advisable providing they are not inconsistent with the terms of the agreement.

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 therefore, 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 at Wildwood Catholic High School, as follows: School Seniority, based on the length of continuous service at the School; and Bargaining Unit seniority, based on the length of continuous service within the Schools covered by, and interpreted in a manner consistent with, Part IV, pages 8 & 9 of the Settlement Agreement and Release dated October 15, 2001.

B. A newly hired employee having prior teaching experience in any diocesan school shall receive full credit for such experience, for salary purposes only.

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 System 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.

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 system a non-tenured teacher holding a position for which the constricted tenured teacher is qualified.

H. In the event that the school 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 Wildwood Catholic High 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.

L. The superintendent shall seek to assist any tenured teacher at Wildwood 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. Exceptions shall be mutually agreed to by the Union and the School.

O. The Academic Dean 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 Academic Dean 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 Academic Dean'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 Academic Dean 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 Academic Dean shall submit a written reply within five (5) school days thereafter.

2. Step 2. In the event that the Academic Dean's reply is not satisfactory, or in the event that he does not submit his reply within five (5) school days, the employee may submit the grievance statement, along with the Academic Dean'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 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 Area Coordinator at the school shall,

when requested, discuss the reasons. The administration's decision is not grievable.

B. The Area Coordinator 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 Academic Dean 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.

E. When the Academic Dean 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 Academic Dean'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 Academic Dean. 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 - Accounting, etc.

H. 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 N of this article prevails.

I. 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.

J. 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.

K. No employee shall be assigned a total teaching load more than 170 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. All lab classes (science), computer and all art classes shall not exceed 30..

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

5. The School will have five (5) 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.

L. 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.

M. Area Coordinators with two to four persons including the Coordinator shall have reduction of two service periods per week. Area Coordinators with five or more persons including the chairperson shall have no service periods assigned.

1. For purposes of supervision, an Area Coordinator may request additional time from the Academic Dean by providing a supervision schedule.

N. 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 Academic Dean or his/her 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 organization.

1. An employee may agree to complete a volunteer form at the time he/she is informed by the Administration of his 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 homeroom teachers must be in their assigned areas of responsibility ten (10) minutes prior to the beginning of morning homeroom.

a. Employees not assigned homeroom 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 twice each semester.

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 School 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 meetings a year which may include parent-teacher conferences, graduation, baccalaureate, and open house. Employees may be assigned one (1) additional service duty a year outside the school day. These duties will be distributed equitably among all faculty members.

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

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

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

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

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

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

H. A teaching period is one in which the employee is actively involved in the act of teaching, either as an individual or a member of a Teaching Team. This shall usually be a forty-five (45) minute period.

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

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

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

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

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

administrator shall be present in the cafeteria for the entire period.

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

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

ARTICLE X Leaves of Absence

A. Sick Leave

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

2. Each employee shall be provided a written account of all accumulated sick days available to him/her by September 30th of each year of the contract.

3. Sick leave is occasioned by the absence of an individual from duty because of illness, disability or injury. Employees who find it necessary to be absent must communicate with the Academic Dean 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 School reserves 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. 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

If a teacher dies while still employed as a teacher but who otherwise meets the criteria for sick-day redemption, the School 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 the Academic Dean and the Academic Dean 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 Academic Dean. 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. Academic Deans may grant other professional days at their 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 Academic Dean 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 Academic Dean 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 Academic Dean 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 Academic Dean 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 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 Academic Dean 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 Academic Dean 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 Academic Dean 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 Academic Dean. Leave of absence shall be granted at the discretion of the principal.

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 leave.

4. An employee seeking to return on September 1st must notify the principal no later than April 30th. An employee seeking to return on the first day of the second semester must notify the Academic Dean 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 Academic Dean.

6. All applications for a leave of absence must be submitted by the employee to the Academic Dean 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 was on while last working.

9. Upon return from leave, an employee shall return to the 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 Academic Dean 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 Academic Dean. 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 principal.

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 Academic Dean. The extended leave will be granted for up to one year.

[a] When the requested date of return substantially interferes with the continuity of instruction, then the Academic Dean 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 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 Academic Dean 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 School 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 School's 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 revised in 1975).

2. Family coverage under the diocesan HMO/POS plan shall be available to all full-time 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, 2010 the employees will pay 3% of the yearly cost of the HMO/POS plan. Should they choose the PPO/Direct Access plan they will pay the 3% of the HMO/POS plan plus the difference in the premiums.

4. 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 School.

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 \$60 non-formulary, \$35 formulary, and \$15 generic. The co-pay for ninety [90] day mail order prescriptions shall be \$120 non-formulary, \$70 formulary, and \$30 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 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 to that time.

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 School pays 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 prescription as part of continuing health coverage. Employee dental and life insurance will not be offered.

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

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 School.

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 Academic Dean.

[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 School.

H. Early Retirement Incentive

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

At age 62 and after 25 years service to the Diocese, 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 Academic Dean 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 his 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 School's 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 School's 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 \$1800; Husband & Wife \$1200; Parent & Child \$1075; Single \$600

[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 in 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 School 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 the School 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.

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 School. 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 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 School and without censure from the School 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 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 Academic Dean 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 each school, the local administration shall provide a bulletin board in a place mutually agreed to by the administration and the delegate, upon which the Union may display Union business and which is accessible to all members of the Union.

ARTICLE XVIII Extra-Curricular Activities

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

B. All appointments to an extra-curricular activities position shall be for one school year. The Academic Dean 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 Area Coordinators in the academic areas shall be posted in the school. 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, presidents, principals, Academic Deans, vice principals, deans of students, and Area Coordinators for Religion shall be appointed by the Bishop of the Diocese.

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 **Area Coordinator** 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 Academic Dean within seven (7) working days. Failure to respond will be considered as rejection of the offer.

[b] The Academic Dean shall conduct interviews with qualified applicants to establish who is best suited for appointment to the post of Area Coordinator.

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

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

[e] All appointments to an Area Coordinator position shall be for two (2) years. The Academic Dean 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 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 the 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 school administration in matters pertaining to the administration and application of this contract and other matters of mutual concern.

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

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

F. Notice of such meetings shall be given to the Academic Dean at least twenty-four (24) hours in

advance. The Academic Dean shall schedule the meetings at reasonable times.

G. 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, principals, Academic Deans, and vice 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.

H. 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.

I. 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.

J. The delegate shall be supplied with a copy of the faculty handbook to be forwarded to the Union.

K. Organization Leave

1. Any two member 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**

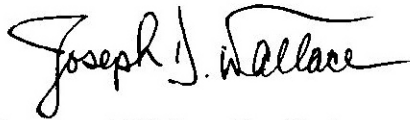
A. This Agreement shall be effective from September 1, 2010 through August 31, 2014

B. At any time subsequent to March 1, 2014, 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.

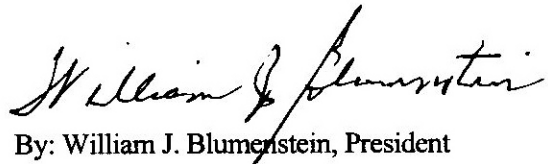
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this first day of September, 2010.

WILDWOOD CATHOLIC HIGH SCHOOL

CATHOLIC TEACHERS UNION



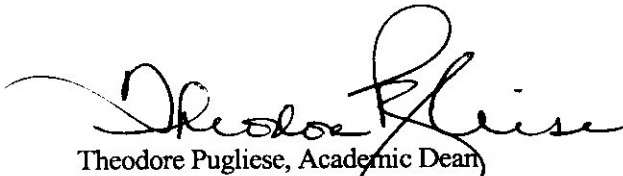
Rev. Joseph Wallace, President



By: William J. Blumenstein, President



Rev. Michael Field, Co-Pastor Notre Dame de la Mer



Theodore Pugliese, Academic Dean



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.

Area Coordinator Salary Scales

# Tchrs	10/11	11/12	12/13	13/14
2	2,112	2,164	2,219	2,296
3	2,153	2,207	2,262	2,341
4	2,195	2,250	2,306	2,387
5	2,237	2,292	2,350	2,432
6	2,266	2,323	2,381	2,464
7	2,326	2,384	2,444	2,529
8	2,361	2,421	2,481	2,568

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	10/11	11/12	12/13	13/14
Newspaper	2,171	2,225	2,281	2,361
Magazine	2,052	2,103	2,156	2,232
Yearbook	2,231	2,286	2,344	2,426
Stud. Gov't.	2,231	2,286	2,344	2,426
Forensics	2,052	2,103	2,156	2,232
Audio-Visual	2,052	2,103	2,156	2,232
Glee Club	1,993	2,042	2,094	2,167
Nat'l Honor Society	2,052	2,103	2,156	2,232
Class Moderators:				
Frosh/Soph	1,814	1,860	1,906	1,973
Junior/Senior	1,993	2,042	2,094	2,167

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.

Salary Scale 2010-2011

STEP	YEARS*	BA	BA+15	BA+30	MA	MA+15	MA+30	2MA/PhD
A	1	29,004	29,583	30,162	30,857	31,436	32,015	32,710
B	2	29,704	30,297	30,890	31,601	32,194	32,787	33,499
C	3	30,403	31,010	31,617	32,346	32,953	33,560	34,288
D	4	31,103	31,724	32,345	33,090	33,711	34,332	35,077
E	5	31,803	32,437	33,072	33,834	34,469	35,104	35,866
F	6	32,502	33,151	33,800	34,579	35,228	35,877	36,655
G	7	33,202	33,865	34,528	35,323	35,986	36,649	37,444
H	8	33,917	34,594	35,271	36,083	36,761	37,438	38,250
I	9	34,647	35,338	36,030	36,860	37,552	38,244	39,074
J	10	35,392	36,099	36,806	37,654	38,360	39,067	39,915
K	11	36,826	37,532	38,239	39,087	39,793	40,500	41,348
L	12	38,259	38,965	39,672	40,520	41,226	41,933	42,781
M	13	39,692	40,398	41,105	41,953	42,659	43,366	44,214
N	14 to 17	41,125	41,831	42,538	43,386	44,093	44,799	45,647
O	18 to 20	42,558	43,264	43,971	44,819	45,526	46,232	47,080
P	21 & 22	43,991	44,697	45,404	46,252	46,959	47,665	48,513
Q	23 & 24	45,424	46,130	46,837	47,685	48,392	49,098	49,946
R	25 & 26	46,857	47,564	48,270	49,118	49,825	50,531	51,379
S	27	48,289	48,995	49,702	50,550	51,256	51,963	52,811
T	28	49,722	50,428	51,135	51,983	52,689	53,396	54,244
U	29	51,155	51,861	52,568	53,416	54,123	54,829	55,677
V	30	52,588	53,294	54,001	54,849	55,556	56,262	57,110
W	31	54,021	54,727	55,434	56,282	56,989	57,695	58,543
X	32	55,454	56,160	56,867	57,715	58,422	59,128	59,976
Y	33	56,887	57,593	58,300	59,148	59,855	60,561	61,409
Z	34	58,320	59,027	59,733	60,581	61,288	61,994	62,842
AA	35	59,753	60,460	61,166	62,014	62,721	63,427	64,275
BB	36	61,186	61,893	62,599	63,447	64,154	64,861	65,708
CC	37	62,618	63,324	64,031	64,879	65,586	66,292	67,140
DD	38	64,051	64,757	65,464	66,312	67,019	67,725	68,573
EE	39	65,484	66,190	66,897	67,745	68,452	69,158	70,006
FF	40	66,917	67,623	68,330	69,178	69,885	70,591	71,439

*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
A	1	29,012	29,591	30,170	30,865	31,445	32,024	32,719
B	2	29,729	30,323	30,916	31,628	32,222	32,815	33,528
C	3	30,446	31,054	31,662	32,391	32,999	33,607	34,337
D	4	31,163	31,785	32,408	33,154	33,777	34,399	35,145
E	5	31,880	32,517	33,153	33,917	34,554	35,190	35,954
F	6	32,598	33,248	33,899	34,680	35,331	35,982	36,763
G	7	33,315	33,980	34,645	35,443	36,108	36,774	37,572
H	8	34,032	34,711	35,391	36,206	36,886	37,565	38,380
I	9	34,764	35,459	36,153	36,986	37,680	38,374	39,207
J	10	35,513	36,222	36,931	37,782	38,491	39,200	40,051
K	11	36,277	37,002	37,726	38,595	39,319	40,044	40,913
L	12	37,746	38,470	39,195	40,064	40,788	41,513	42,382
M	13	39,215	39,939	40,664	41,533	42,257	42,981	43,851
N	14	40,684	41,408	42,133	43,002	43,726	44,450	45,319
O	15 to 18	42,153	42,877	43,601	44,471	45,195	45,919	46,788
P	19 to 21	43,622	44,346	45,070	45,939	46,664	47,388	48,257
Q	22 & 23	45,091	45,815	46,539	47,408	48,133	48,857	49,726
R	24 & 25	46,559	47,284	48,008	48,877	49,601	50,326	51,195
S	26 & 27	48,028	48,753	49,477	50,346	51,070	51,795	52,664
T	28	49,496	50,220	50,944	51,814	52,538	53,262	54,131
U	29	50,965	51,689	52,413	53,282	54,007	54,731	55,600
V	30	52,434	53,158	53,882	54,751	55,476	56,200	57,069
W	31	53,902	54,627	55,351	56,220	56,944	57,669	58,538
X	32	55,371	56,096	56,820	57,689	58,413	59,138	60,007
Y	33	56,840	57,564	58,289	59,158	59,882	60,607	61,476
Z	34	58,309	59,033	59,758	60,627	61,351	62,075	62,945
AA	35	59,778	60,502	61,227	62,096	62,820	63,544	64,413
BB	36	61,247	61,971	62,695	63,565	64,289	65,013	65,882
CC	37	62,716	63,440	64,164	65,033	65,758	66,482	67,351
DD	38	64,183	64,907	65,632	66,501	67,225	67,949	68,819
EE	39	65,652	66,376	67,101	67,970	68,694	69,418	70,287
FF	40	67,121	67,845	68,569	69,439	70,163	70,887	71,756
GG	41	68,590	69,314	70,038	70,907	71,632	72,356	73,225

*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
A	1	29,002	29,581	30,160	30,855	31,434	32,013	32,708
B	2	29,737	30,331	30,925	31,637	32,231	32,824	33,537
C	3	30,472	31,081	31,689	32,419	33,027	33,636	34,366
D	4	31,207	31,830	32,453	33,201	33,824	34,447	35,195
E	5	31,942	32,580	33,218	33,983	34,621	35,259	36,024
F	6	32,677	33,330	33,982	34,765	35,418	36,070	36,853
G	7	33,413	34,080	34,747	35,547	36,214	36,881	37,682
H	8	34,148	34,829	35,511	36,329	37,011	37,693	38,511
I	9	34,883	35,579	36,276	37,111	37,808	38,504	39,340
J	10	35,634	36,345	37,056	37,910	38,622	39,333	40,187
K	11	36,401	37,127	37,854	38,726	39,453	40,180	41,052
L	12	37,184	37,927	38,669	39,560	40,302	41,045	41,936
M	13	38,690	39,432	40,175	41,066	41,808	42,550	43,441
N	14	40,195	40,938	41,680	42,571	43,314	44,056	44,947
O	15	41,701	42,443	43,186	44,077	44,819	45,562	46,452
P	16 to 19	43,207	43,949	44,691	45,582	46,325	47,067	47,958
Q	20 to 22	44,712	45,455	46,197	47,088	47,830	48,573	49,464
R	23 & 24	46,218	46,960	47,703	48,594	49,336	50,078	50,969
S	25 & 26	47,723	48,466	49,208	50,099	50,842	51,584	52,475
T	27 & 28	49,229	49,971	50,714	51,605	52,347	53,090	53,980
U	29	50,733	51,476	52,218	53,109	53,851	54,594	55,485
V	30	52,239	52,981	53,724	54,614	55,357	56,099	56,990
W	31	53,744	54,487	55,229	56,120	56,862	57,605	58,496
X	32	55,250	55,992	56,735	57,626	58,368	59,110	60,001
Y	33	56,756	57,498	58,240	59,131	59,874	60,616	61,507
Z	34	58,261	59,004	59,746	60,637	61,379	62,122	63,013
AA	35	59,767	60,509	61,252	62,142	62,885	63,627	64,518
BB	36	61,272	62,015	62,757	63,648	64,390	65,133	66,024
CC	37	62,778	63,520	64,263	65,154	65,896	66,638	67,529
DD	38	64,284	65,026	65,768	66,659	67,402	68,144	69,035
EE	39	65,788	66,530	67,272	68,163	68,906	69,648	70,539
FF	40	67,293	68,036	68,778	69,669	70,411	71,154	72,045
GG	41	68,799	69,541	70,284	71,175	71,917	72,659	73,550
HH	42	70,304	71,047	71,789	72,680	73,423	74,165	75,056

*Including current year

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

Salary Scale 2013-2014

STEP	YEARS*	BA	BA+15	BA+30	MA	MA+15	MA+30	2MA/PhD
A	1	29,256	29,840	30,425	31,126	31,710	32,294	32,995
B	2	30,017	30,616	31,216	31,935	32,534	33,134	33,853
C	3	30,778	31,392	32,007	32,744	33,359	33,973	34,711
D	4	31,539	32,168	32,798	33,554	34,183	34,813	35,569
E	5	32,300	32,944	33,589	34,363	35,008	35,653	36,427
F	6	33,060	33,720	34,380	35,173	35,833	36,493	37,285
G	7	33,821	34,496	35,172	35,982	36,657	37,333	38,143
H	8	34,582	35,272	35,963	36,791	37,482	38,172	39,001
I	9	35,343	36,048	36,754	37,601	38,306	39,012	39,859
J	10	36,104	36,824	37,545	38,410	39,131	39,852	40,717
K	11	36,881	37,617	38,353	39,237	39,973	40,710	41,593
L	12	37,675	38,427	39,179	40,082	40,834	41,586	42,489
M	13	38,486	39,254	40,022	40,945	41,713	42,481	43,403
N	14	40,044	40,812	41,581	42,503	43,271	44,040	44,962
O	15	41,602	42,371	43,139	44,061	44,829	45,598	46,520
P	16	43,161	43,929	44,697	45,619	46,388	47,156	48,078
Q	17 to 20	44,719	45,487	46,256	47,178	47,946	48,714	49,637
R	21 to 23	46,277	47,046	47,814	48,736	49,504	50,273	51,195
S	24 & 25	47,835	48,604	49,372	50,294	51,063	51,831	52,753
T	26 & 27	49,394	50,162	50,931	51,853	52,621	53,389	54,311
U	28 & 29	50,952	51,720	52,489	53,411	54,179	54,948	55,870
V	30	52,509	53,277	54,046	54,968	55,736	56,504	57,427
W	31	54,067	54,835	55,604	56,526	57,294	58,063	58,985
X	32	55,625	56,394	57,162	58,084	58,853	59,621	60,543
Y	33	57,184	57,952	58,720	59,643	60,411	61,179	62,101
Z	34	58,742	59,510	60,279	61,201	61,969	62,738	63,660
AA	35	60,300	61,069	61,837	62,759	63,528	64,296	65,218
BB	36	61,859	62,627	63,395	64,317	65,086	65,854	66,776
CC	37	63,417	64,185	64,954	65,876	66,644	67,413	68,335
DD	38	64,975	65,744	66,512	67,434	68,202	68,971	69,893
EE	39	66,533	67,302	68,070	68,992	69,761	70,529	71,451
FF	40	68,090	68,859	69,627	70,549	71,317	72,086	73,008
GG	41	69,649	70,417	71,185	72,107	72,876	73,644	74,566
HH	42	71,207	71,975	72,744	73,666	74,434	75,202	76,125
II	43	72,765	73,534	74,302	75,224	75,992	76,761	77,683

*Including current year

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

Wildwood Catholic High School 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.)

Wildwood Catholic High School 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

Wildwood Catholic High School 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

Wildwood Catholic High School Disciplinary Meeting Form

To: _____ (Name of Teacher)

From: _____ (Academic Dean)

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

Wildwood Catholic High School 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.

Wildwood Catholic High School Tuition Reimbursement Request Form

This section to be completed by teacher:

Name: _____

School: _____

Date of Application: _____

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 Academic Dean:

Request approved: _____
(Pending contractual stipulation of proof of grade of C or better)

Request denied: _____

Reasons for denial: _____

Academic Dean's signature

WILDWOOD CATHOLIC HIGH SCHOOL 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	\$200 individual/\$400 family	\$2500 individual / \$5000 family
Out-of Pocket Maximum	\$1500 individual / \$3000 family	\$5000 individual / \$10,000 family
Coinsurance	100%	60%
Lifetime Maximum	unlimited	\$5,000,000
Hospital/ Facility Services		
Inpatient Services - Hospital	100%	\$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	\$30 PCP co-pay - \$30 specialist	60% after deductible
Outpatient Services - Surgery	\$30 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	\$30 co-pay, 1st visit then 100%	60% after deductible
Preventive Benefits		
Well Child Care	\$30 co-pay	60%, no deductible
Child Immunizations	\$30 co-pay	60%, no deductible
Routine Physicals	\$30 co-pay	60%, no deductible
Prostate Screening	\$30 co-pay	60%, no deductible
Annual Routine OB/Gyn Visit	\$30 co-pay	60%, no deductible
Short-Term Therapies - physical, speech, occupational, respiratory/inhalation	\$30 PCP co-pay - \$30 specialist 30 visits per benefit period	60% after deductible \$1000/\$2000 max each therapy 30 visits per benefit period
Chiropractic Manipulations	\$30 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	\$30 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	\$200 individual/\$400 family	\$300 individual / \$600 family
Out-of Pocket Maximum	\$1000 individual / \$2000 family	\$2000 individual / \$5000 family
Coinsurance	80%	60%
Lifetime Maximum	unlimited	\$5,000,000

Hospital/ Facility Services		
Inpatient Services - Hospital	100%	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 \$30 co-pay	60% after deductible
Maternity - Physician Services	\$30 co-pay, 1st visit then 80%	60% after deductible

Preventive Benefits		
Well Child Care	\$30 co-pay	60%, no deductible
Child Immunizations	\$30 co-pay	60%, no deductible
Routine Physicals	\$30 co-pay	60%, no deductible
Prostate Screening	\$30 co-pay	60%, no deductible
Annual Routine OB/Gyn Visit	\$30 co-pay	60%, no deductible
Short-Term Therapies - physical, speech, occupational, respiratory/inhalation	Office: \$30 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: \$30 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.