

**WILDWOOD CATHOLIC HIGH SCHOOL
AND
CATHOLIC TEACHERS UNION**

September 1, 2006 - August 31, 2010 Contract Table of Contents

Article I - Recognition and Scope of Agreement.....	1
Article II - Certificates	2
Article III - Tenure	2
Article IV - Non-Tenure	3
Article V - Seniority	3
Article VI - Constriction	4
Article VII - Grievance Procedure	5
Article VIII - Teacher Assignments.....	6
Article IX - Duties and Assignments	8
Article X - Leaves of Absence.....	9
A. Sick Leave.....	9
B. Bereavement Leave	10
C. Personal Leave	10
D. Professional Leave	10
E. Disability Leave	10
F. Maternity Leave.....	11
G. Child Rearing Leave	11
H. Adoption Leave.....	11
I. Unpaid Leave of Absence	11
J. Extended Leave	12
Article XI - Benefits	12
A. Medical Insurance.....	12
B. Dental Insurance.....	12
C. Prescription Drug Plan	13
D. Life Insurance	13
E. Continuation of Health Insurance Coverage	13
F. Retirement Plan	13
G. Tuition Reimbursement for Graduate Credits	13
H. Early Retirement Incentive	13
I. Long Term Disability Plan	14
J. Medical Insurance Option.....	14
K. Vision Care	15
L. Healthcare Program for Early Retirees	15
M. 125 Plan Coverage	15
Article XII - Lunch	15
Article XIII - Tax Sheltered Annuity.....	15
Article XIV - Tuition Waiver	15
Article XV - Salaries	15
Article XVI - No Strike - No Lockout.....	15
Article XVII - General Conditions	16
Article XVIII - Extra-Curricular Activities	16
Article XIX - Advancement.....	16
Article XX - Check-Off	17
Article XXI - Union Representation.....	17
Article XXII - Term of Agreement.....	19
Long Term Disability Exhibit.....	19
Secondary Department Salary Scales	20
Secondary Activity/Moderator Salary Scales	20

Salary Scale 2006-2007	21
Salary Scale 2007-2008	22
Salary Scale 2008-2009	23
Salary Scale 2009-2010	24
Personal Day Request Form	25
Bereavement Leave Request Form	25
New Teacher Audit Form	25
Teacher Preference Form.....	26
Preparation Period Use for Substitution	26
Teacher Volunteer Form.....	27
Competency Form.....	27
Disciplinary Meeting Form.....	28
Professional Day Request Form	28
Tuition Reimbursement Request Form.....	29
Grievance Report Form	30
Diocese of Camden HMO Plan	31
Diocese of Camden PPO Plan	32
Managed Vision Care Program.....	32
Dental Insurance Plan	34
Healthcare Program for Early Retirees	34

Preamble This Agreement is made this twelfth day of May, 2006 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 specialists;
4. All long term substitutes: long term

substitutes are defined as those hired to teach one quarter or more or the equivalent of one quarter or more in school days. If a vacancy occurs after the beginning of school, it will be filled by a full-time employee. However, if a principal receives less than thirty [30] school days notice from the time the vacancy occurs, he/she may hire a substitute to fill the position for that period of time up to thirty [30] school days from the date of notice. In the event that the substitute is subsequently hired to fill the position, the hiring shall be retroactive, to the first day the substitute worked, for all aspects of employment including salary, seniority, benefits, etc.

a. The above notwithstanding, whenever a vacancy occurs during the fourth quarter, the principal may fill the position with a substitute for the remainder of the school year.

5. All permanent part-time employees: permanent part-time employees are defined as those teaching or working the equivalent of an average of three classes per day.

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

C. Excluding all others including:

1. All presidents, principals, all vice principals, all assistant principals appointed by the Bishop of the Diocese, and all deans of students. These administrators shall teach no more than three (3) periods per day.

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

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

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

1. Decisions involving educational policies touching upon the Catholic identity and mission of the 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 Schools and that it is a non-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 Principal 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.

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

ARTICLE VI Constriction

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K. If an employee who has taught in the School is rehired, he/she shall return with full salary increments and Bargaining Unit Seniority previously acquired provided the employee is rehired within the time period set forth in paragraph J of this Article. Tenure previously obtained will be restored after one (1) year of satisfactory service.

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

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

ARTICLE VII Grievance Procedure

A. Definition.

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

B. Procedure.

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

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

The superintendent shall meet with the employee and his Union representative, if any, within ten (10) school days following submission of the grievance statement in order to discuss the grievance.

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

3. Step 3A. In the event that the superintendent's reply is not satisfactory, and the grievance is not contesting the suspension or discharge of a tenured employee, the Union shall inform the superintendent within ten (10) school days. The grievance will be submitted to a professional arbitrator from a panel of three arbitrators with Catholic school arbitration experience for a hearing. Selection of the arbitrator for the hearing will be by mutual agreement or by alternately striking names until one remains who shall then be the selected person.

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

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

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

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

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

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

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

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

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

C. Grievance Processing.

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

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

3. Failure of the employee to file the grievance within the time limits specified at

each step shall result in a disallowance of the grievance.

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

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

6. The grievance may be withdrawn by the employee at any level. However, the Union shall have the option to continue such grievance if it affects a group of employees.

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

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

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

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

ARTICLE VIII Teacher Assignments

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

reasons. The administration's decision is not grievable.

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

C. No later than June 5, each employee shall receive a tentative line roster from the principal

including subject, grade levels, ability levels or any special groupings. At this time the employee shall also be informed of his/her 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, Advanced Placement, Honors or College Preparatory.
2. Service period assignments.
3. Lunch period.
4. Homeroom.
5. Preparation period.

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

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

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

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

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

In cases such as Science, World Languages, 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. A preparation is defined according to differences in subject area, primary textbook, or course of studies.

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

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

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

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

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

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

M. No employee shall be assigned a total teaching load more than 170 students (excluding physical education). 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 three (3) full class days at the beginning of each school year to rectify initial deviations from roster numbers, during which time such deviations will not be subject to the grievance procedure. In the absence of a signed volunteer form, any such deviations will be noted at the time that rosters are distributed.

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

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

O. Heads of departments with two to four persons including the chairperson shall have reduction of two service periods per week. Heads of departments with five or more persons

including the chairperson shall have no service periods assigned.

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

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

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

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

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

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

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

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

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

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

R. It is agreed that the requirements of this Article may be altered only where the employee voluntarily agrees according to the provisions as outlined under the General Teaching Conditions, Section 1, in which case the volunteer form shall accompany the roster, or in the cases of academic necessity in which event, the Principal or his designee shall provide the opportunity to discuss the situation with the employee concerned. Academic necessity shall be understood as a unique situation where the implementation of a requirement would result in serious academic harm to a student or group of students. Academic necessity will only be applied after consultation with the 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 193 days for the 200-2007 school year; and 200 days for the remaining years of the contract.

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

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

their principal as early as possible to facilitate alternative arrangements which will need to be made due to their absence.

[a] In the event of immediate family illness or emergency, once all personal days have been taken, an employee may take up to an additional five (5) days_ from the block of 10 sick days granted each year. The 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 170 days for the 2006-2007 school year and 180 days for the remainder of the contract 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 his principal and the principal has the right to request proof of the deceased's relationship to the employee.

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

C. Personal Leave

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

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

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

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

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

D. Professional Leave

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

6. All applications for a leave of absence must be submitted by the employee to the principal 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 principal 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 principal. 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 principal. 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 Principal 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 principal 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 Health Maintenance Organization plan of its choosing. Employees may, at their own expense, enroll in the School's preferred provider organization plan. The cost to the employee will be equal to the difference between the HMO and PPO 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 hospitalization plan shall be available to all full-time employees who desire such coverage at no cost for premiums to the employees. 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. Coverages are provided in accordance with the plan summary attached hereto.

4. If a newly hired employee does not have health benefits coverage, he/she may enroll in a private plan secured through Diocesan assistance.

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 \$1000 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 \$35 non-formulary, \$20 formulary, and \$8 generic. The co-pay for ninety [90] day mail order prescriptions shall be \$70 non-formulary, \$40 formulary, and \$16 generic. The co-pay for approved injectables is 20%.

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

D. Life Insurance

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

2. Employees shall be given the option of purchasing additional life insurance in the amount of \$10,000 or 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 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 Schools shall contribute five percent (5%) of the individual employee's annual salary to a 403(b)7 plan mutually agreed to by the Union and Schools.

2. Contributions shall made for employees who have completed three (3) years of service or more in the Diocese and who have attained the age of 25.

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 \$300 per credit hour up to a maximum of \$1000 per contract year.

[a] Notification must be given prior to engaging in graduate studies. Such notification shall be indicated on the teacher preference form.

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

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

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

H. Early Retirement Incentive

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

At age 62 and after 25 years service to the 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 Principal 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 Schools shall provide a Healthcare Program for Early Retirees Plan in accordance with the attached exhibit.

M. 125 Plan Coverage

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

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

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

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

I. In 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 principal will be responsible for making appointments for each new school year by June 5, unless extenuating circumstances make such an appointment by this date impossible.

ARTICLE XIX Advancement

A. Posting Procedures

1. All openings for administrative positions, athletic directors and department heads in the academic areas shall be posted in all schools. Each secondary school shall include the following: English, Math, Social Studies, Science, Business, Religion, Physical Education, Language, and Guidance. If the opening occurs during the school year then it shall be posted no later than fifteen (15) days after it occurs and shall remain posted for ten (10) school days, after which time applications will close.

[a] Notwithstanding the above, presidents, principals, vice principals, deans of students, and department heads 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 Department Head shall be selected within twenty (20) working days after the closing date for applications and he/she shall be notified of his/her appointment no later than seven (7) working days thereafter.

[a] A written response confirming his/her acceptance must be received by the principal within seven (7) working days. Failure to respond will be considered as rejection of the offer.

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

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

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

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

ARTICLE XX Check-Off

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

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

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

2. Service fee shall be remitted through payroll deductions.

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

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

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

ARTICLE XXI Union Representation

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

B. No employee may be asked to attend a meeting of a disciplinary nature with the school or diocesan administration without the opportunity of having a representative of the Union present. Such an employee shall be advised in writing of the nature of the meeting if it will, or may, lead to disciplinary action against him/her.

C. In each school, the members of the Union shall designate one of their members as delegate for purposes of liaison among faculty members and between members of the Union and the local school administration in matters pertaining to the administration and application of this contract and other matters of mutual concern.

D. The president or his/her designee from the Union's executive committee or board of delegates shall have free access to the schools insofar as he/she may enter the schools without permission but must notify the local school administration of his/her presence in the building. He/she may consult with any member of the staff or administration of the 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 principal at least twenty-four (24) hours in advance. The principal 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 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, 2006 through August 31, 2010
- B. At any time subsequent to March 1, 2010, 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 twenty-eighth day of July, 2006.

WILDWOOD CATHOLIC HIGH SCHOOL

CATHOLIC TEACHERS UNION

By: Richard J. Turco, Principal

By: William J. Blumenstein, President

Rev. Msgr. Thomas B. Fitzsimmons,
Pastor, St. Ann Church

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

Long Term Disability

Effective Date: November 1, 1997

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

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

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

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

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

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

Secondary Department Salary Scales

# Tchrs	06/07	07/08	08/09	09/10
2	1850	1929	2016	2112
3	1887	1967	2056	2153
4	1923	2005	2095	2195
5	1960	2043	2135	2237
6	1986	2070	2164	2266
7	2038	2125	2220	2326
8	2069	2157	2254	2361
9	2106	2195	2294	2403
10	2142	2233	2334	2445
11	2179	2271	2374	2486
12	2215	2309	2413	2528

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	06/07	07/08	08/09	09/10
Newspaper	1903	1983	2073	2171
Magazine	1798	1875	1959	2052
Yearbook	1955	2038	2129	2231
Stud. Gov't.	1955	2038	2129	2231
Forensics	1798	1875	1959	2052
Audio-Visual	1798	1875	1959	2052
Glee Club	1746	1820	1902	1993
Nat'l Honor Society	1798	1875	1959	2052
Class Moderators:				
Frosh/Soph	1590	1657	1732	1814
Junior/Senior	1746	1820	1902	1993

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 2006-2007

STEP	YEARS*	BA	BA+15	BA+30	MA	MA+15	MA+30	2MA/PhD
A	1	27,869	28,425	28,981	29,649	30,206	30,762	31,430
B	2	28,482	29,050	29,619	30,301	30,870	31,439	32,121
C	3	29,095	29,676	30,257	30,954	31,535	32,115	32,813
D	4	29,721	30,315	30,908	31,620	32,213	32,807	33,519
E	5	30,361	30,967	31,573	32,301	32,907	33,513	34,240
F	6	31,014	31,634	32,253	32,996	33,615	34,234	34,978
G	7	32,270	32,889	33,509	34,252	34,871	35,490	36,233
H	8	33,526	34,145	34,764	35,508	36,127	36,746	37,489
I	9	34,782	35,401	36,020	36,763	37,383	38,002	38,745
J	10 to 13	36,038	36,657	37,276	38,019	38,638	39,258	40,001
K	14 to 16	37,293	37,913	38,532	39,275	39,894	40,513	41,256
L	17 & 18	38,549	39,168	39,788	40,531	41,150	41,769	42,512
M	19 & 20	39,805	40,424	41,043	41,787	42,406	43,025	43,768
N	21 & 22	41,061	41,680	42,299	43,042	43,662	44,281	45,024
O	23	42,315	42,935	43,554	44,297	44,916	45,535	46,278
P	24	43,571	44,190	44,810	45,553	46,172	46,791	47,534
Q	25	44,827	45,446	46,065	46,808	47,428	48,047	48,790
R	26	46,083	46,702	47,321	48,064	48,683	49,303	50,046
S	27	47,338	47,958	48,577	49,320	49,939	50,558	51,302
T	28	48,594	49,213	49,833	50,576	51,195	51,814	52,557
U	29	49,850	50,469	51,088	51,832	52,451	53,070	53,813
V	30	51,106	51,725	52,344	53,087	53,707	54,326	55,069
W	31	52,362	52,981	53,600	54,343	54,962	55,582	56,325
X	32	53,617	54,237	54,856	55,599	56,218	56,837	57,580
Y	33	54,872	55,491	56,110	56,853	57,473	58,092	58,835
Z	34	56,128	56,747	57,366	58,109	58,728	59,348	60,091
AA	35	57,384	58,003	58,622	59,365	59,984	60,603	61,347
BB	36	58,639	59,259	59,878	60,621	61,240	61,859	62,602

*Including current year

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

Salary Scale 2007-2008

STEP	YEARS*	BA	BA+15	BA+30	MA	MA+15	MA+30	2MA/PhD
A	1	28,414	28,981	29,548	30,229	30,797	31,364	32,045
B	2	29,053	29,633	30,213	30,909	31,489	32,069	32,765
C	3	29,692	30,285	30,878	31,589	32,182	32,775	33,486
D	4	30,331	30,937	31,543	32,269	32,875	33,480	34,207
E	5	30,984	31,603	32,222	32,964	33,582	34,201	34,943
F	6	31,651	32,283	32,915	33,673	34,305	34,937	35,696
G	7	32,333	32,978	33,624	34,398	35,044	35,689	36,464
H	8	33,642	34,287	34,933	35,707	36,353	36,999	37,773
I	9	34,951	35,596	36,242	37,017	37,662	38,308	39,082
J	10	36,260	36,906	37,551	38,326	38,971	39,617	40,392
K	11 to 14	37,569	38,215	38,860	39,635	40,280	40,926	41,701
L	15 to 17	38,878	39,524	40,169	40,944	41,590	42,235	43,010
M	18 & 19	40,188	40,833	41,479	42,253	42,899	43,544	44,319
N	20 & 21	41,497	42,142	42,788	43,562	44,208	44,854	45,628
O	22 & 23	42,806	43,451	44,097	44,872	45,517	46,163	46,937
P	24	44,114	44,759	45,405	46,179	46,825	47,471	48,245
Q	25	45,423	46,068	46,714	47,489	48,134	48,780	49,554
R	26	46,732	47,378	48,023	48,798	49,443	50,089	50,864
S	27	48,041	48,687	49,332	50,107	50,752	51,398	52,173
T	28	49,350	49,996	50,641	51,416	52,062	52,707	53,482
U	29	50,660	51,305	51,951	52,725	53,371	54,016	54,791
V	30	51,969	52,614	53,260	54,034	54,680	55,325	56,100
W	31	53,278	53,923	54,569	55,344	55,989	56,635	57,409
X	32	54,587	55,233	55,878	56,653	57,298	57,944	58,718
Y	33	55,896	56,542	57,187	57,962	58,607	59,253	60,028
Z	34	57,204	57,850	58,495	59,270	59,915	60,561	61,335
AA	35	58,513	59,159	59,804	60,579	61,224	61,870	62,645
BB	36	59,822	60,468	61,113	61,888	62,534	63,179	63,954
CC	37	61,131	61,777	62,423	63,197	63,843	64,488	65,263

*Including current year

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

Salary Scale 2008-2009

STEP	YEARS*	BA	BA+15	BA+30	MA	MA+15	MA+30	2MA/PhD
A	1	29,025	29,604	30,184	30,879	31,458	32,038	32,733
B	2	29,692	30,285	30,878	31,590	32,182	32,775	33,487
C	3	30,360	30,967	31,573	32,300	32,906	33,512	34,240
D	4	31,028	31,648	32,267	33,011	33,630	34,250	34,993
E	5	31,696	32,329	32,962	33,721	34,354	34,987	35,746
F	6	32,379	33,025	33,671	34,447	35,094	35,740	36,516
G	7	33,076	33,736	34,396	35,189	35,849	36,510	37,302
H	8	33,788	34,462	35,137	35,946	36,621	37,295	38,105
I	9	35,156	35,830	36,505	37,314	37,989	38,663	39,473
J	10	36,524	37,198	37,873	38,682	39,357	40,032	40,841
K	11	37,892	38,566	39,241	40,050	40,725	41,400	42,209
L	12 to 15	39,260	39,934	40,609	41,419	42,093	42,768	43,577
M	16 to 18	40,628	41,302	41,977	42,787	43,461	44,136	44,945
N	19 & 20	41,996	42,671	43,345	44,155	44,829	45,504	46,313
O	21 & 22	43,364	44,039	44,713	45,523	46,197	46,872	47,681
P	23 & 24	44,732	45,407	46,081	46,891	47,565	48,240	49,049
Q	25	46,099	46,773	47,448	48,258	48,932	49,607	50,416
R	26	47,467	48,141	48,816	49,626	50,300	50,975	51,784
S	27	48,835	49,510	50,184	50,994	51,668	52,343	53,152
T	28	50,203	50,878	51,552	52,362	53,036	53,711	54,520
U	29	51,571	52,246	52,920	53,730	54,404	55,079	55,888
V	30	52,939	53,614	54,288	55,098	55,772	56,447	57,257
W	31	54,307	54,982	55,656	56,466	57,141	57,815	58,625
X	32	55,675	56,350	57,025	57,834	58,509	59,183	59,993
Y	33	57,043	57,718	58,393	59,202	59,877	60,551	61,361
Z	34	58,411	59,086	59,761	60,570	61,245	61,919	62,729
AA	35	59,778	60,453	61,127	61,937	62,611	63,286	64,096
BB	36	61,146	61,821	62,495	63,305	63,980	64,654	65,464
CC	37	62,514	63,189	63,864	64,673	65,348	66,022	66,832
DD	38	63,882	64,557	65,232	66,041	66,716	67,390	68,200

*Including current year

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

Salary Scale 2009-2010

STEP	YEARS*	BA	BA+15	BA+30	MA	MA+15	MA+30	2MA/PhD
A	1	29,704	30,297	30,890	31,601	32,194	32,787	33,499
B	2	30,403	31,010	31,617	32,346	32,953	33,560	34,288
C	3	31,103	31,724	32,345	33,090	33,711	34,332	35,077
D	4	31,803	32,437	33,072	33,834	34,469	35,104	35,866
E	5	32,502	33,151	33,800	34,579	35,228	35,877	36,655
F	6	33,202	33,865	34,528	35,323	35,986	36,649	37,444
G	7	33,917	34,594	35,271	36,083	36,761	37,438	38,250
H	8	34,647	35,338	36,030	36,860	37,552	38,244	39,074
I	9	35,392	36,099	36,806	37,654	38,360	39,067	39,915
J	10	36,826	37,532	38,239	39,087	39,793	40,500	41,348
K	11	38,259	38,965	39,672	40,520	41,226	41,933	42,781
L	12	39,692	40,398	41,105	41,953	42,659	43,366	44,214
M	13 to 16	41,125	41,831	42,538	43,386	44,093	44,799	45,647
N	17 to 19	42,558	43,264	43,971	44,819	45,526	46,232	47,080
O	20 & 21	43,991	44,697	45,404	46,252	46,959	47,665	48,513
P	22 & 23	45,424	46,130	46,837	47,685	48,392	49,098	49,946
Q	24 & 25	46,857	47,564	48,270	49,118	49,825	50,531	51,379
R	26	48,289	48,995	49,702	50,550	51,256	51,963	52,811
S	27	49,722	50,428	51,135	51,983	52,689	53,396	54,244
T	28	51,155	51,861	52,568	53,416	54,123	54,829	55,677
U	29	52,588	53,294	54,001	54,849	55,556	56,262	57,110
V	30	54,021	54,727	55,434	56,282	56,989	57,695	58,543
W	31	55,454	56,160	56,867	57,715	58,422	59,128	59,976
X	32	56,887	57,593	58,300	59,148	59,855	60,561	61,409
Y	33	58,320	59,027	59,733	60,581	61,288	61,994	62,842
Z	34	59,753	60,460	61,166	62,014	62,721	63,427	64,275
AA	35	61,186	61,893	62,599	63,447	64,154	64,861	65,708
BB	36	62,618	63,324	64,031	64,879	65,586	66,292	67,140
CC	37	64,051	64,757	65,464	66,312	67,019	67,725	68,573
DD	38	65,484	66,190	66,897	67,745	68,452	69,158	70,006
EE	39	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.

Wildwood Catholic High School

Personal Day Request Form

Name of Teacher _____ Date of Request _____ I am requesting a personal day(s) on :

Dates

Duration

1)

2)

3)

N.B. According to contract, it is mandatory that at least five (5) days notice be given to the principal for a personal day except in cases of emergency. (Article X, C-3) Also, 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 Article X, Paragraph C of this contract. No more than one (1) personal day may be used before or after Thanksgiving, Christmas, and Easter breaks in order to extend vacations.

Date Approved : _____

Date Disapproved: _____

Principal's Signature

Wildwood Catholic High School

Bereavement Leave Request Form

Name of Teacher _____ Date of Request _____

I am requesting bereavement leave from _____ through _____.
Date Date

Relationship to departed family member _____.

Date Approved : _____

Date Disapproved: _____

Principal's Signature

Wildwood Catholic High School

New Teacher Audit Form

Date _____ Time _____

Class Audited _____

Teacher Auditing _____

copy: Department Chairperson

Wildwood Catholic High School

Teacher Preference Form

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

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

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 _____

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: _____ (Principal)

Date for Meeting: _____ TIME: _____

Topic: _____

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

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

Wildwood Catholic High School

Professional Day Request Form

This section is to be completed by teacher or department head.

Title of Workshop _____

Date of Workshop _____ Length of Workshop _____

Location of Workshop _____

Registration Deadline _____

Brief Description of Workshop _____

Briefly state your objectives for attending the workshop _____

Teacher's Name _____

Date _____

This section is to be completed by the principal.

Request Approved _____

Method of Reporting back to School _____

Request Denied _____

Reasons for Denial _____

Additional Comments _____

Principal's Signature

Date

Wildwood Catholic High School

Tuition Reimbursement Request Form

This section to be completed by teacher:

Name: _____

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 principal:

Request approved: _____

(Pending contractual stipulation of proof of grade of C or better)

Request denied: _____

Reasons for denial: _____

Principal's signature

**Wildwood Catholic High School
GRIEVANCE REPORT FORM**

Date: _____

Name: _____

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 HMO Plan

Annual Co-Pay Maximum per year	\$1000/individual	\$2000/family
---------------------------------------	-------------------	---------------

Hospital/ Facility Services

Inpatient Services - Hospital	\$250/night, maximum of 4 days, then 100%
Inpatient Services - Skilled Nursing Facility	100% for 180 days
Outpatient - Emergency Services	\$75 co-pay
Outpatient Diagnostic Lab	100%
Outpatient X-Ray	\$25 co-pay
Surgi-center	\$25 co-pay
Home Health Care	100%
Hospice Care	100%

Physician Services

Inpatient Services - Medical Care	100%
Inpatient Services - Surgery	100%
Inpatient Services - Obstetrical Services	100%
Inpatient Services - Diagnostic Services	100%
Outpatient Services - Office Visits	\$20 co-pay Primary Care Physician/ \$25 co-pay Specialist
Outpatient Services - Surgery	\$25 co-pay
Outpatient Diagnostic Lab	100%
Outpatient X- Ray	\$25 co-pay
Allergy Testing	Office co-pay
Maternity - Physician Services	\$25 co-pay, 1st visit

Preventive Benefits

Well Child Care	\$20 co-pay
Child Immunizations	\$20 co-pay
Routine Physicals	\$20 co-pay
Prostate Screening	\$20 co-pay
Annual Routine OB/Gyn Visit	\$25 co-pay
Short-Term Therapies - physical, speech, occupational, respiratory/inhalation	\$25 co-pay, 60 consecutive days per condition
Chiropractic Manipulations	\$25 co-pay, 60 consecutive days per condition
Durable Medical Equipment	100%
Diabetic Supplies	100%
Inpatient Physical Rehabilitation	100%
Oxygen & Administration	100%
Nutrition	100%

Mental Health Coverage [limits do not apply to biologically based mental illnesses]

Inpatient Services	\$250/night, maximum of 4 days per admission, 30 days calendar year maximum
Outpatient Services	\$25 co-pay, 20 visits per year

Substance Abuse Coverage

Inpatient Services	\$250/night, maximum of 4 days per admission, 30 days calendar year maximum
Outpatient Services	\$25 co-pay, 60 visits per year

These coverages are provided for full-time employees.

Diocese of Camden PPO Plan

	In-Network	Out-of-Network
Annual Deductible	none	\$300 individual / \$600 family
Out-of Pocket Maximum	\$750 individual / \$1500 family	\$2000 individual / \$5000 family
Hospital/ Facility Services		
Inpatient Services - Hospital	80%	60% after deductible
Inpatient Services - Skilled Nursing Facility	80%	60% after deductible
Outpatient - Emergency Services	80%	60% after deductible
Outpatient Diagnostic Lab	100%	60% after deductible
Outpatient X-Ray	80%	60% after deductible
Surgi-center	80%	60% after deductible
Home Health Care	80%	60% after deductible
Hospice Care	80%	60% after deductible
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	80%	60% after deductible
Outpatient Diagnostic Lab	100%	60% after deductible
Outpatient X-Ray	80%	60% after deductible
Allergy Testing	80%	60% after deductible
Maternity - Physician Services	\$15 co-pay, 1st visit	60% after deductible
Preventive Benefits		
Well Child Care	\$15 co-pay	60%, no deductible
Child Immunizations	100%	60%, no deductible
Routine Physicals	\$15 co-pay	60%, no deductible
Prostate Screening	\$15 co-pay	60%, no deductible
Annual Routine OB/Gyn Visit	\$15 co-pay	60%, no deductible
Short-Term Therapies - physical, speech, occupational, respiratory/inhalation	\$15 co-pay 30 visits physical/speech/occupational 18 visits cardiac rehab 12 visits pulmonary rehab	60% after deductible 30 visits physical/speech/occupational 18 visits cardiac rehab 12 visits pulmonary rehab
Chiropractic Manipulations	\$15 co-pay 25 combined visits per year	60% after deductible 25 combined visits per year
Private Duty Nursing	80%	60%
	240 hrs/year combined maximum	240 hours/year combined maximum
Durable Medical Equipment	80%	60% after deductible
Diabetic Supplies	80%	60% after deductible
Inpatient Physical Rehabilitation	80%	60% after deductible
Oxygen & Administration	80%	60% after deductible
Nutrition	80%	60% after deductible
Blood Charges	80%	60% after deductible
Mental Health Coverage [limits do not apply to biologically based mental illnesses]		
Inpatient Services	80%	60% after deductible
	30 days calendar year maximum	30 days calendar year maximum
Outpatient Services	80%	60% after deductible
	20 visits combine/year maximum	20 visits combine/year maximum
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>	
<i>OR</i>		
Contacts (includes the vision exam allowance)		
Selected in lieu of Glasses	\$125	\$125
Medically Required	<i>UCR</i> (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

\$1,000 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. The retired employee may choose to participate in AmeriHealth 65 plan at his/her own expense.
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 work with AmeriHealth to facilitate the spouse being placed in one of six individual plans offered by AmeriHealth, if the spouse chooses, and at the spouse's expense. At age 65, the spouse may choose, at his/her own expense to participate in the AmeriHealth 65 plan.
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.