

CAMDEN CATHOLIC HIGH SCHOOL

AND

CATHOLIC TEACHERS UNION

September 1, 2014 - August 31, 2018 Contract

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Preamble

This Agreement is made this 2nd day of September, 2014 by and between Camden Catholic High School (hereinafter referred to as the School) and the Catholic Teachers Union (hereinafter referred to as the Union);

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

ARTICLE I

Recognition and Scope of Agreement

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

1. All full-time classroom teachers;
2. All full-time guidance counselors;
3. All full-time librarians;
4. All full-time special education teachers;
5. All long term substitutes: long term substitutes

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

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

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

7. In the event that state funding for nurses ends, the position of nurse shall be held by a full-time employee. The nurse shall have no additional duties such as classroom teaching, service periods, etc. The medical facilities will be open during school hours and the nurse available.

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

C. Excluding all others including:

1. The president, principal, vice-principal, all assistant principals appointed by the Bishop of the Diocese, the dean of students, and the athletic director.

These administrators shall teach no more than two (2) 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 high school position.

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

4. The school ratio.

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

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

H. The School and the Union recognize the importance of employees giving witness to the Faith by upholding and presenting the doctrinal and moral teachings of the Catholic Church and the policies of the Diocese of Camden related thereto, accurately,

authentically and faithfully in all aspects of their educational ministry. Furthermore, Catholic teachers are called to a personal fidelity to the Church; they are to be outstanding for their correct doctrine and integrity of life.

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

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

K. The School and Union shall establish a joint committee for the purpose of being proactive in addressing mutual concerns.

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

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

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

ARTICLE II

Certificates

A. 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.

B. Degreed non-certified teachers may be hired but will be required to obtain certification within three years or they may not be rehired for a fourth year. Religion teachers will be required to obtain diocesan certification within three years or they may not be rehired for a fourth year.

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:

Notwithstanding grievance and arbitration procedures hereinafter specified, any grievance arising from the dismissal of a teacher for serious and/or public immorality and/or public rejection of official

doctrine or teachings of the Church, and/or the policies of the Diocese of Camden related thereto as stated by the Bishop of the Diocese shall first be discussed orally with the principal. The charge shall then be reduced to writing and presented to the teacher. The teacher or Union may then file a grievance at the Office of Superintendent level. If the grievance is not resolved at the previous level, the teacher or the Union may request arbitration by the Bishop of the Diocese,

or his designee. In those matters which, in the sole and absolute discretion of the Bishop of the Diocese, concern serious and/or public immorality and/or public rejection of official doctrine and/or teachings of the Church and/or the policies of the Diocese of Camden related thereto as stated by the Bishop, the Bishop of the Diocese shall be the ultimate judge whose decision shall be final and binding on all concerned.

ARTICLE IV Non-Tenure

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

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

the Diocese shall be the ultimate judge whose decision shall be final and binding on all concerned.

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

C. Non renewal of the contract of a non-tenured employee may not be for reasons arbitrary and capricious. Any non-tenured employee whose contract is not renewed shall be notified to that effect in writing by May 20 of any school year in which such termination shall take effect at the close of the school year in which the contract is so terminated. Such notification of non-renewal shall be preceded by a written notice given to the employee no later than twenty-five (25) school days prior to May 20 unless the cause for such action specifically arises after this date. This notice shall contain the reasons for considering non-renewal of the employee's contract and should be interpreted to include but not be limited to the evaluation reports and notices of deficiency. Non renewal of a non-tenured employee may be appealed to step 2 of the grievance procedure. The decision at that step shall be final.

ARTICLE V Seniority

A. There will be two levels of seniority within the School, as follows: School Seniority, based on the length of continuous service in a particular School, and Bargaining Unit Seniority, based on the length of continuous service within the School. This provision will be interpreted in a manner consistent with Part IV, pages 8 & 9 of the Settlement Agreement and Release dated October 15, 2001. Employees who transfer to or are placed in another School maintain their prior School seniority in the new School. Seniority shall be calculated from the first paid day of employment.

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

1. Any other newly hired employee's salary shall be determined by the 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. Catholic Schools Office employees or School Administrators, including the athletic director, 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. 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.

C. 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).

D. 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.

E. 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).

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

G. 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.

H. 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.

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

J. If an employee who has taught in the School is rehired, he/she shall return with full salary increments

and Bargaining Unit Seniority previously acquired provided the employee is rehired within the time period set forth in paragraph J of this Article. Tenure previously obtained will be restored after one (1) year of satisfactory service. If health benefits coverage from the prior employer are not available, the employee may enroll in a private plan secured through Diocesan assistance.

K. A list of all known available openings at the school 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.

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

M. The principal or his/her designee shall meet with the Union regarding the application of the procedures in this Article.

N. 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.

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

B. Procedure.

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

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

3. Step 3A. In the event that the superintendent's reply is not satisfactory, and the grievance is not contesting the suspension or discharge of a tenured

employee, the Union shall inform the superintendent within ten (10) school days. The grievance will be submitted to a professional arbitrator from a panel of three arbitrators with Catholic school arbitration experience for a hearing. Selection of the arbitrator for the hearing will be by mutual agreement or by alternately striking names until one remains who shall then be the selected person. Within ten (10) school days from the date of the submission at (3A), the arbitrator shall convene a hearing at the School Office to hear the grievance. Within fifteen (15) school days from the date of this meeting the arbitrator shall provide a written answer to the employee and his Union representative. The costs of the arbitrator shall be borne equally by the School and the Union. However, any additional costs shall be borne by the party incurring them. The arbitrator shall have no power or authority to add to, subtract from, alter or modify this Agreement. The disposition of the grievance by the arbitrator shall be final and binding on all concerned.

4. Step 3B. In the event that the superintendent's reply is not satisfactory, and the grievance is contesting the suspension or discharge of a tenured employee (except where such suspension or discharge results from a teacher violating the teachings of the Roman Catholic Church), the Union may submit the grievance statement within ten [10] school days, along with any replies thereto, to the American Arbitration Association (Philadelphia Office) for arbitration. The selection of the Arbitrator and the conduct of the arbitration hearing shall be in accordance with the Association's rules. The costs of the Arbitrator shall be borne equally by the School and the Union. However, any additional costs shall be borne by the party incurring them. The Arbitrator shall have no power or authority to add to, subtract from, alter or

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

C. Grievance Processing.

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII Teacher Assignments

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

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

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

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

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

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

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 twenty-four (24) minimum semester hours of college credit or teaching experience in the subject which shall normally mean three (3) years or more.

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

Science - Biology, Physical Science, Physics, etc.

Language - Spanish, French, etc.

General Arts – digital arts, fine arts, theater, dance, business, health, etc.

Math – Pre-Calculus, Calculus, etc..

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

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

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

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

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

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

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

M. No employee shall be assigned a total teaching load more than 165 students (excluding physical education). No employee shall be assigned a class larger than 35 students.

1. Physical education classes shall not exceed 53.

2. Health classes shall not exceed 35.

3. Chemistry lab classes shall not exceed 33.

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

5. The School will have three (3) full class days at the beginning of each school year to rectify initial

deviations from roster numbers, during which time such deviations will not be subject to the grievance procedure. In the absence of a signed volunteer form, any such deviations will be noted at the time that rosters are distributed.

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

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

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

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

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

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

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

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

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

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

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

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

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

During the first semester of the school year, audits will take place during service periods. During that semester, the administrator charged with assigning substitutions can override, in the case of emergency, a scheduled audit.

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

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

would result in serious academic harm to a student or group of students. Academic necessity will only be applied after consultation with the Union.

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

ARTICLE IX

Duties and Assignments

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

B. The employee work day shall not exceed seven and one-half (7-1/2) hours per day, provided, however, that employees may leave for the day twenty (20) minutes after the dismissal of students from the building at the end of the day and the completion of meetings (if any) and detention monitoring (if any).

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

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

2. Employees shall not be assigned duties, but shall remain available to students during the twenty (20) minutes after dismissal of students at the end of the day.

3. Detention monitoring shall be equitably distributed among all faculty members and shall not exceed three (3) times per year. The number of students shall not exceed forty-five (45).

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

b. Detention monitoring only includes duty at the end of the school day. No teacher will be expected to proctor Saturday detention.

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 duties a year which may include parent-teacher conferences, graduation, baccalaureate, and open house. These duties will be distributed equitably among all faculty members.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X

Leaves of Absence

A. Sick Leave

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

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

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

In the event of immediate family illness or emergency, once all personal days have been taken, an employee may take up to ten (10) days from the total number of current and accumulated sick days. A plan for the employee's absence must be approved by the principal. The School reserve the right to require appropriate documentation in regard to such use.

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

Any non-renewed employee who has two (2) days absence within one calendar week following notice of non-renewal shall be required to provide

medical documentation in regard thereto in order to be paid.

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

6. Exclusively upon retirement under this Agreement, employees covered hereunder shall be paid for unused accumulated sick leave days, up to a maximum of 200 days, as follows: at age 55 and after 20 years of service – \$50.00 per day.

At the employee's option, the amount shall be deposited into the employee's 401(a) account in accordance with law. At the School's discretion payment shall be made in equal installments each year for up to four (4) years following retirement. Payments shall be made on October 1.

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/her principal and the principal has the right to request proof of the deceased's relationship to the employee.

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

C. Personal Leave

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

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

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

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

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

D. Professional Leave

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

E. Disability Leave

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

2. The School shall not pay disability leave pay during the summer months when school is not in session.

F. Maternity Leave

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

1. 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.

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

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

4. 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

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

I. Unpaid Leave of Absence

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

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

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

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

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

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

6. All applications for a leave of absence must be submitted by the employee to the Local Administrator no less than sixty (60) calendar days prior to the requested date of commencement of the leave.

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

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

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

Administrator without loss of Bargaining Unit or School seniority as previously acquired.

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

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

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

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

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

J. Extended Leave

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

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

upon by the Union and the superintendent without loss of Bargaining Unit or School Seniority as previously acquired.

2. 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.

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

ARTICLE XI Benefits

A. Medical Insurance

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

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

2. Family coverage under the diocesan HMO/POS plan shall be available to all full-time employees who desire such coverage at no cost for premiums to the employees. Employees who select the PPO/Direct Access Plan shall pay for the difference in cost between the HMO/POS and PPO/Direct Access Plan.

3. Employees will pay for the yearly cost of the HMO/POS plan at the following rates: for 2014-2015 – 5%; for 2015-2016 – 7%; for 2016-2017 – 7%; for 2017-2018 – 8%. Should they choose the PPO/Direct Access plan they will pay the stated percentage rate of the HMO/POS plan plus the difference in the premiums.

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

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

B. Dental Insurance

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

K. Jury Duty

1. The School will pay one day's full salary for an employee summoned for jury duty.

2. The employee must submit a letter seeking excusal from jury duty until school is not in session. A proposed letter requesting that excusal is attached to this contract.

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

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

C. Prescription Drug Plan

1. The School shall provide full family coverage under the Drug and Prescription Plan to all full-time employees for the term of this agreement. This prescription drug program shall have a co-pay of \$60 non-formulary, \$35 formulary, and \$15 generic. The co-pay for ninety [90] day mail order prescriptions shall be \$120 non-formulary, \$70 formulary, and \$30 generic. The co-pay for approved injectables (other than diabetic medications) is \$100.

2. Employees will pay for the yearly cost of the Prescription Drug Plan at the following rates: for 2014-2015 – 5%; for 2015-2016 – 7%; for 2016-2017 – 7%; for 2017-2018 – 8%.

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

D. Life Insurance

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

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

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

E. Continuation of Health Insurance Coverage

1. Former full-time employees, whose employment has terminated for any reason other than gross misconduct, shall have available to them and selected dependents the opportunity to purchase health insurance at group rates from the School for a

specified time. The participants pay the entire cost of health insurance; the 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 26) - up to eighteen (18) months from date original coverage ceases; and
- c. All other employees - six (6) months from date original coverage ceases.

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

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

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

F. Retirement Plan

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

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

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

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

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

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

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

G. Tuition Reimbursement for Graduate Credits

Full-time employees will be reimbursed for tuition for graduate credits up to a maximum of \$2,000 per contract year. The School will set aside \$10,000 for the 2014-2015 school year and \$20,000 for each subsequent year of the contract for such reimbursement.

1. Notification must be given prior to engaging in graduate studies.

2. Graduate courses should be related to high school curriculum or high school advancement.

3. Proof of receipt of credit hours with a grade of B or better shall be provided to the principal.

4. 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 20 years of service to diocesan or parish secondary schools, a full-time teacher may select an early retirement option. The employee's annual level of pay at age 62 or retirement age is reduced by the Step 4 BA annual rate of pay. The result is divided by 36 months (or 3 years) and paid evenly over a three year period on February 1st of each year.

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

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

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

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

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

3. The two early retirement options described in this article are mutually exclusive. A teacher who

selects one of the options will receive no benefit from the other.

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

I. Long Term Disability Plan

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

a. The School shall pay 50% of the annual cost and the employees, by payroll deduction, will pay the other 50%, subject, however, to the 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 \$1900; Husband & Wife \$1300; Parent & Child \$1175; Single \$700.

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

b. When waiving medical, major medical and hospitalization coverage, the employee shall agree to notify the superintendent within thirty (30) days of the date when coverage under an alternative insurance plan is lost or lapses. The employee shall be re-

instated in the diocesan plan on the first day of the month following loss or lapse of coverage under an alternative insurance plan due to a life-changing event.

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

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

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

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

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

K. Vision Care

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

L. Healthcare Program for Early Retirees

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

M. 125 Plan Coverage

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

N. Severance Plan

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

ARTICLE XII Lunch

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

ARTICLE XIII Tax Sheltered Annuity

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

ARTICLE XIV
Tuition Waiver

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

B. The aforementioned sum shall be disbursed by the School on behalf of the eligible students, who are

enrolled in a diocesan or parish secondary school as of October 31st of each year of the contract.

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

ARTICLE XV
Salaries

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

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

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

ARTICLE XVI
No Strike - No Lockout

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

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

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

ARTICLE XVII
General Conditions

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

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

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

2. In either case, the employee's right to volunteer or not to volunteer shall be without prejudice to his/her standing in the 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/her signature which need not be returned sooner than twenty-four (24) hours after receipt of said request in order to demonstrate in writing his/her willingness to voluntarily accept the assignment

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

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

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

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

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

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

I. In 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 School of openings in extra-curricular activities. All eligible faculty members in the School may apply and they shall be given serious consideration. The Union will be notified of the results through information given to the building delegate in the School.

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

ARTICLE XIX

Advancement

A. Posting Procedures

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

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

b. Notwithstanding the above, the president shall be appointed by the Diocese and the principal shall be named by the president in consultation with the board of trustees and with the advice and consent of the Bishop.

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

writing or postmarked within the fifteen (15) day period.

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

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

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

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

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

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

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

ARTICLE XX

Check-Off

A. All employees in the bargaining unit have the right to join the Union. The School shall cause to be deducted through the School 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. Service fee shall be remitted through payroll deductions.

2. The Union agrees to hold the School and Diocese harmless from any claims or liabilities which

the School may incur by reason of making such deductions.

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

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

ARTICLE XXI

Union Representation

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

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

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

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

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

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

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

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

I. No material detrimental to the employee's record or derogatory to his/her conduct, service, character, or personality shall be placed in his/her personnel file

unless the employee has had a dated copy given to him/her. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed with the understanding that his/her signature merely signifies that he/she has read such material and does not necessarily indicate agreement with its content. The employee shall have the right to answer any such material filed, and his/her answer shall be attached to that material. Anonymous material shall never be placed in the personnel file.

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

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

L. Union Leave

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

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

ARTICLE XXII
Term of Agreement

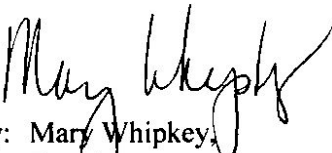
A. This Agreement shall be effective from September 1, 2014 through August 31, 2018

B. At any time subsequent to March 1, 2018, 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 2nd day of September, 2014.

SCHOOL

UNION


By: Mary Whipkey,
President


By: William J. Blumenstein,
President

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.

Salary Scale 2014-2015

STEP	YEARS*	BA	BA+15	BA+30	MA	MA+15	MA+30	2MA/PhD
A	1	34,086	34,800	35,514	36,371	37,086	37,799	38,655
B	2	34,679	35,393	36,107	36,964	37,679	38,392	39,248
C	3	35,272	35,986	36,700	37,557	38,272	38,985	39,841
D	4	35,865	36,579	37,293	38,150	38,865	39,578	40,434
E	5	36,458	37,172	37,886	38,743	39,458	40,171	41,027
F	6	37,051	37,765	38,479	39,336	40,051	40,764	41,620
G	7	37,644	38,358	39,072	39,929	40,644	41,357	42,213
H	8	38,237	38,951	39,665	40,522	41,237	41,950	42,806
I	9	38,830	39,544	40,258	41,115	41,830	42,543	43,399
J	10	39,423	40,137	40,851	41,708	42,423	43,136	43,992
K	11	40,016	40,730	41,444	42,301	43,016	43,729	44,585
L	12	41,203	41,917	42,631	43,488	44,203	44,916	45,772
M	13	42,390	43,104	43,818	44,675	45,390	46,103	46,959
N	14	43,577	44,291	45,005	45,862	46,577	47,290	48,146
O	15	44,765	45,479	46,193	47,050	47,765	48,478	49,334
P	16	45,952	46,666	47,380	48,237	48,952	49,665	50,521
Q	17	47,140	47,854	48,568	49,425	50,140	50,853	51,709
R	18-21	48,326	49,040	49,754	50,611	51,326	52,039	52,895
S	22-24	49,514	50,228	50,942	51,799	52,514	53,227	54,083
T	25-26	50,702	51,416	52,130	52,987	53,702	54,415	55,271
U	27-28	51,889	52,603	53,317	54,174	54,889	55,602	56,458
V	29-30	53,077	53,791	54,505	55,362	56,077	56,790	57,646
W	31	54,263	54,977	55,691	56,548	57,263	57,976	58,832
X	32	55,451	56,165	56,879	57,736	58,451	59,164	60,020
Y	33	56,638	57,352	58,066	58,923	59,638	60,351	61,207
Z	34	57,826	58,540	59,254	60,111	60,826	61,539	62,395
AA	35	59,014	59,728	60,442	61,299	62,014	62,727	63,583
BB	36	60,201	60,915	61,629	62,486	63,201	63,914	64,770
CC	37	61,389	62,103	62,817	63,674	64,389	65,102	65,958
DD	38	62,576	63,290	64,004	64,861	65,576	66,289	67,145
EE	39	63,764	64,478	65,192	66,049	66,764	67,477	68,333
FF	40	64,950	65,664	66,378	67,235	67,950	68,663	69,519
GG	41	66,138	66,852	67,566	68,423	69,138	69,851	70,707
HH	42	67,325	68,039	68,753	69,610	70,325	71,038	71,894
II	43	68,513	69,227	69,941	70,798	71,513	72,226	73,082
JJ	44	69,701	70,415	71,129	71,986	72,701	73,414	74,270
KK	45-47	70,888	71,602	72,316	73,173	73,888	74,601	75,457
LL	48+	72,076	72,790	73,504	74,361	75,076	75,789	76,645

*Including current year

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

Salary Scale 2015-2016

STEP	YEARS*	BA	BA+15	BA+30	MA	MA+15	MA+30	2MA/PhD
A	1	35,864	36,590	37,317	38,188	38,915	39,640	40,511
B	2	36,468	37,194	37,921	38,792	39,519	40,244	41,115
C	3	37,072	37,798	38,525	39,396	40,123	40,848	41,719
D	4	37,676	38,402	39,129	40,000	40,727	41,452	42,323
E	5	38,280	39,006	39,733	40,604	41,331	42,056	42,927
F	6	38,884	39,610	40,337	41,208	41,935	42,660	43,531
G	7	39,488	40,214	40,941	41,812	42,539	43,264	44,135
H	8	40,092	40,818	41,545	42,416	43,143	43,868	44,739
I	9	40,696	41,422	42,149	43,020	43,747	44,472	45,343
J	10	41,300	42,026	42,753	43,624	44,351	45,076	45,947
K	11	41,904	42,630	43,357	44,228	44,955	45,680	46,551
L	12	42,508	43,234	43,961	44,832	45,559	46,284	47,155
M	13	43,112	43,838	44,565	45,436	46,163	46,888	47,759
N	14	44,320	45,046	45,773	46,644	47,371	48,096	48,967
O	15	45,528	46,254	46,981	47,852	48,579	49,304	50,175
P	16	46,736	47,462	48,189	49,060	49,787	50,512	51,383
Q	17	47,944	48,670	49,397	50,268	50,995	51,720	52,591
R	18	49,150	49,876	50,603	51,474	52,201	52,926	53,797
S	19-22	50,358	51,084	51,811	52,682	53,409	54,134	55,005
T	23-25	51,566	52,292	53,019	53,890	54,617	55,342	56,213
U	26-27	52,774	53,500	54,227	55,098	55,825	56,550	57,421
V	28-29	53,982	54,708	55,435	56,306	57,033	57,758	58,629
W	30-31	55,188	55,914	56,641	57,512	58,239	58,964	59,835
X	32	56,396	57,122	57,849	58,720	59,447	60,172	61,043
Y	33	57,604	58,330	59,057	59,928	60,655	61,380	62,251
Z	34	58,812	59,538	60,265	61,136	61,863	62,588	63,459
AA	35	60,020	60,746	61,473	62,344	63,071	63,796	64,667
BB	36	61,228	61,954	62,681	63,552	64,279	65,004	65,875
CC	37	62,435	63,161	63,888	64,759	65,486	66,211	67,082
DD	38	63,643	64,369	65,096	65,967	66,694	67,419	68,290
EE	39	64,851	65,577	66,304	67,175	67,902	68,627	69,498
FF	40	66,058	66,784	67,511	68,382	69,109	69,834	70,705
GG	41	67,266	67,992	68,719	69,590	70,317	71,042	71,913
HH	42	68,473	69,199	69,926	70,797	71,524	72,249	73,120
II	43	69,681	70,407	71,134	72,005	72,732	73,457	74,328
JJ	44	70,889	71,615	72,342	73,213	73,940	74,665	75,536
KK	45	72,097	72,823	73,550	74,421	75,148	75,873	76,744
LL	46+	73,305	74,031	74,758	75,629	76,356	77,081	77,952

*Including current year

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

Salary Scale 2016-2017

STEP	YEARS*	BA	BA+15	BA+30	MA	MA+15	MA+30	2MA/PhD
A	1	36,802	37,535	38,268	39,148	39,881	40,613	41,492
B	2	37,412	38,145	38,878	39,758	40,491	41,223	42,102
C	3	38,022	38,755	39,488	40,368	41,101	41,833	42,712
D	4	38,632	39,365	40,098	40,978	41,711	42,443	43,322
E	5	39,242	39,975	40,708	41,588	42,321	43,053	43,932
F	6	39,852	40,585	41,318	42,198	42,931	43,663	44,542
G	7	40,462	41,195	41,928	42,808	43,541	44,273	45,152
H	8	41,072	41,805	42,538	43,418	44,151	44,883	45,762
I	9	41,682	42,415	43,148	44,028	44,761	45,493	46,372
J	10	42,292	43,025	43,758	44,638	45,371	46,103	46,982
K	11	42,902	43,635	44,368	45,248	45,981	46,713	47,592
L	12	43,512	44,245	44,978	45,858	46,591	47,323	48,202
M	13	44,122	44,855	45,588	46,468	47,201	47,933	48,812
N	14	44,732	45,465	46,198	47,078	47,811	48,543	49,422
O	15	45,342	46,075	46,808	47,688	48,421	49,153	50,062
P	16	45,952	46,685	47,418	48,298	49,031	49,763	50,672
Q	17	46,562	47,295	48,028	48,908	49,641	50,373	51,282
R	18	47,172	47,905	48,638	49,518	50,251	50,983	51,892
S	19-22	47,782	48,515	49,248	50,128	50,861	51,593	52,502
T	23-25	48,392	49,125	49,858	50,738	51,471	52,203	53,112
U	26-27	49,002	49,735	50,468	51,348	52,081	52,813	53,722
V	28-29	49,612	50,345	51,078	51,958	52,691	53,423	54,332
W	30-31	50,222	50,955	51,688	52,568	53,301	54,033	54,942
X	32	50,832	51,565	52,298	53,178	53,911	54,643	55,552
Y	33	51,442	52,175	52,908	53,788	54,521	55,253	56,162
Z	34	52,052	52,785	53,518	54,398	55,131	55,863	56,772
AA	35	52,662	53,395	54,128	55,008	55,741	56,473	57,382
BB	36	53,272	54,005	54,738	55,618	56,351	57,083	58,092
CC	37	53,882	54,615	55,348	56,228	56,961	57,693	58,602
DD	38	54,492	55,225	55,958	56,838	57,571	58,303	59,212
EE	39	55,102	55,835	56,568	57,448	58,181	58,913	59,822
FF	40	55,712	56,445	57,178	58,058	58,791	59,523	60,432
GG	41	56,322	57,055	57,788	58,668	59,401	60,133	61,042
HH	42	56,932	57,665	58,398	59,278	60,011	60,743	61,652
II	43	57,542	58,275	59,008	59,888	60,621	61,353	62,262
JJ	44	58,152	58,885	59,618	60,498	61,231	61,963	62,872
KK	45	58,762	59,495	60,228	61,108	61,841	62,573	63,482
LL	46+	59,372	60,105	60,838	61,718	62,451	63,183	64,092

*Including current year

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

Salary Scale 2017-2018

STEP	YEARS*	BA	BA+15	BA+30	MA	MA+15	MA+30	2MA/PhD
A	1	37,970	38,714	39,458	40,350	41,094	41,837	42,728
B	2	38,588	39,332	40,076	40,968	41,712	42,455	43,346
C	3	39,206	39,950	40,694	41,586	42,330	43,073	43,964
D	4	39,824	40,568	41,312	42,204	42,948	43,691	44,582
E	5	40,442	41,186	41,930	42,822	43,566	44,309	45,200
F	6	41,060	41,804	42,548	43,440	44,184	44,927	45,818
G	7	41,678	42,422	43,166	44,058	44,802	45,545	46,436
H	8	42,296	43,040	43,784	44,676	45,420	46,163	47,054
I	9	42,914	43,658	44,402	45,294	46,038	46,781	47,672
J	10	43,532	44,276	45,020	45,912	46,656	47,399	48,290
K	11	44,150	44,894	45,638	46,530	47,274	48,017	48,908
L	12	44,768	45,512	46,256	47,148	47,892	48,635	49,526
M	13	45,386	46,130	46,874	47,766	48,510	49,253	50,144
N	14	46,004	46,748	47,492	48,384	49,128	49,871	50,762
O	15	46,622	47,366	48,110	49,002	49,746	50,489	51,380
P	16	47,240	47,984	48,728	49,614	50,358	51,101	51,993
Q	17	47,858	48,602	49,346	50,230	50,974	51,717	52,609
R	18	48,476	49,220	49,964	50,818	51,562	52,305	53,207
S	19-22	49,094	49,838	50,582	51,436	52,180	52,923	53,825
T	23-25	49,712	50,456	51,200	52,054	52,808	53,551	54,453
U	26-27	50,330	51,074	51,818	52,672	53,426	54,169	55,071
V	28-29	50,948	51,692	52,436	53,290	54,044	54,787	55,689
W	30-31	51,566	52,310	53,054	53,908	54,662	55,405	56,307
X	32	52,184	52,928	53,672	54,526	55,280	56,023	56,925
Y	33	52,802	53,546	54,290	55,144	55,898	56,641	57,543
Z	34	53,420	54,164	54,908	55,762	56,516	57,259	58,161
AA	35	54,038	54,782	55,526	56,380	57,134	57,877	58,779
BB	36	54,656	55,400	56,144	57,008	57,762	58,505	59,407
CC	37	55,274	56,018	56,762	57,626	58,380	59,123	60,025
DD	38	55,892	56,636	57,380	58,244	59,008	59,751	60,653
EE	39	56,510	57,254	58,008	58,872	59,636	60,379	61,271
FF	40	57,128	57,872	58,626	59,490	60,254	61,007	61,909
GG	41	57,746	58,490	59,244	60,108	60,872	61,615	62,517
HH	42	58,364	59,108	59,862	60,736	61,500	62,243	63,145
II	43	58,982	59,726	60,480	61,354	62,118	62,861	63,763
JJ	44	59,600	60,344	61,098	62,022	62,786	63,529	64,431
KK	45	60,218	60,962	61,726	62,590	63,354	64,107	65,009
LL	46+	60,836	61,580	62,344	63,208	63,972	64,715	65,617

*Including current year

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

Secondary Department Salary Scales

# of Tchrs	14/15	15/16	16/17	17/18
2	2,245	2,290	2,359	2,430
3	2,291	2,337	2,407	2,480
4	2,339	2,385	2,457	2,531
5	2,386	2,434	2,507	2,582
6	2,432	2,481	2,555	2,632
7	2,480	2,529	2,605	2,683
8	2,527	2,577	2,655	2,734
9	2,573	2,625	2,703	2,784
10	2,620	2,673	2,753	2,836
11	2,667	2,720	2,801	2,886
12	2,714	2,768	2,851	2,937

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	14/15	15/16	16/17	17/18
Newspaper	2,446	2,495	2,570	2,647
Magazine	2,245	2,290	2,359	2,430
Yearbook	2,647	2,700	2,781	2,865
Stud. Gobs.	2,647	2,700	2,781	2,865
Forensics	2,312	2,358	2,429	2,502
Audio-Visual	2,312	2,358	2,429	2,502
Glee Club	2,178	2,221	2,288	2,356
Nat'l Honor Society	2,312	2,358	2,429	2,502
Class Moderators:				
Fresh/Soph	2,044	2,084	2,147	2,211
Junior/Senior	2,245	2,290	2,359	2,430

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.

Health Plan

Diocese of Camden 2013 Benefit Plan				
	Horizon POS		Horizon Direct Access	
Benefits	In-Network	Out-Of-Network	In-Network	Out-of Network
Benefit Period	Calendar Year		Calendar Year	
Deductible				
Individual	\$200	\$2500	\$200	\$400
Family	Two deductibles per family	Two deductibles per family	Two deductibles per family	Two deductibles per family
<i>Deductible is per calendar year.</i>				
Coinsurance				
	80%	60%	80%	60%
	<small>In-Network hospital (facility), PCP services, & Pre-admission testing are 100%</small>			
Maximum Out of Pocket				
Individual	\$1,500	\$5,000	\$1,000	\$2,000
Family	\$3,000	\$10,000	\$2,000	\$5,000
<small>Maximum Out of Pocket is Calendar year. The deductible, coinsurance and copayments apply to the Maximum out of Pocket. Balances from non-participating providers over our allowance are not eligible towards the Maximum out of Pocket.</small>				
Benefit Period Maximum	Unlimited	Unlimited	Unlimited	Unlimited
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited
Primary Care Physician Selection (PCP)	Required		Not Required	
Doctor's Office Visits				
Primary Care Office Visit	\$30 copay	60%after deductible	\$30 copay	60%after deductible
<small>A primary care physician is a general or family practitioner, internist or pediatrician.</small>				
Specialist Office Visit	\$30 copay	60%after deductible	\$30 copay	60%after deductible
<small>A referral is required to visit a specialist</small>			<small>A referral is not required to visit a specialist</small>	
Maternity Visits	\$30 copay	60%after deductible	\$30 copay	60%after deductible
<small>Copay applies to first visit only</small>				
<small>Dependent children are ineligible for Maternity/Obstetrical Benefits</small>				
Allergy Testing and Treatment	\$30 copay	60% after deductible	100%	60%after deductible
Preventive Care				
<small>Routine Adult Physicals, GYN exams, Pap, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations</small>	100%	60%(no deductible)	100%	60%(no deductible)
Well Child Exams	100%	60%(no deductible)	100%	60%(no deductible)
Well Child Immunizations and Lead Screening	100%	60%(no deductible)	100%	60%(no deductible)
Diagnostic Procedures				
Laboratory	<small>100% when rendered by PCP or Labcorp 80% rendered by a specialist</small>	60% after deductible	<small>100% in PCP office or Labcorp 80% in Outpatient facility</small>	60%after deductible
Outpatient X-Ray/Radiology Services	<small>100% rendered by PCP 80% rendered by a specialist</small>	60% after deductible	<small>100% in office 80% in Outpatient facility</small>	60%after deductible

CT/CTA Scans, Pet Scans, MRIs/MRAs, Nuclear Medicine Studies (Including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling CareCore National,LLC (CNN) at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call CNN at 1-866-969-1234 to schedule an appointment. Note: Managed Care members can call 1-866-969-1234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from CCN replace the need for a paper referral.

*PCP means Primary Care Physician

continues next page

	Horizon POS		Horizon Direct Access	
	In-Network	Out-Of-Network	In-Network	Out-of Network
Hospital Care				
Inpatient Admission	100%	60% after deductible	80%	60% after deductible
Room and Board	100%	60% after deductible	80%	60% after deductible
Pre-Admission Testing	100%	100%	80%	60% after deductible
Surgery in Hospital	100%	60% after deductible	80%	60% after deductible
Inpatient Specialist Services	80%	60% after deductible	80%	60% after deductible
Outpatient Dept. Services	100%	60% after deductible	80%	60% after deductible
Emergency Care				
Emergency Room	\$75 facility copayment		80% after \$50 copay	
	Payment at the in-network level across-the-board applies only to true Medical Emergencies & Accidental injuries.			
Ambulance	80%	60% after deductible	80%	60% after deductible
Outpatient Surgery				
Hospital Outpatient Surgery	100%	60% after deductible	80%	60% after deductible
Ambulatory SurgiCenter	100%	60% after deductible	80%	60% after deductible
Professional Specialist	80%	60% after deductible	80%	60% after deductible
Mental Health Services				
Inpatient	100%	60% after deductible	80%	60% after deductible
Outpatient department	100%	60% after deductible	80%	60% after deductible
Office Setting	\$30copay	60% after deductible	\$30 copay	60% after deductible
Substance Abuse Services				
Inpatient	100%	60% after deductible	80%	60% after deductible
Outpatient department	100%	60% after deductible	80%	60% after deductible
Office Setting	\$30copay	60% after deductible	\$30 copay	60% after deductible
Alcohol Abuse Services				
Inpatient	100%	60% after deductible	80%	60% after deductible
Outpatient department	100%	60% after deductible	80%	60% after deductible
Office Setting	\$30copay	60% after deductible	\$30 copay	60% after deductible
Inpatient & Outpatient Mental Health/Substance/Alcohol Abuse Services must be coordinated through Magellan Behavioral Health at 1-800-626-2212				
Other Services				
Bariatric Surgery	100%	60%after deductible	80%	60%after deductible
Diabetic Education	\$30 copay	60% after deductible	\$30 copay	60% after deductible
Diabetic Supplies	80%	60% after deductible	80%	60% after deductible
Durable Medical Equipment	80%	60% after deductible	80%	60% after deductible
Home Health Care	80%	60%after deductible up to 100 visits	80%	60%after deductible up to 100 visits
Hospice Care	80%	60% after deductible	80%	60% after deductible
Orthotics & Prosthetics	100% after \$30copay	60% after deductible	100% after \$30 copay	60% after deductible
Physical Rehabilitation Facility Inpatient Services	100%	60% after deductible	80%	60% after deductible
Private Duty Nursing	Limited to 60 days per Benefit Period			
	80%	60% after deductible	80%	60% after deductible
Short Term Therapies: Physical, Occupational, Speech, Respiratory	Limited to 30 visits per benefit period (8-hour shifts)			
	\$30 copay	60% after deductible	\$30 copay	60% after deductible
Skilled Nursing Facility / Extended Care Center	30 visit maximum per therapy, per benefit period. If copay is \$30 The short term therapy copay will default to \$20			
	80%	60% after deductible	80%	60% after deductible
Therapeutic manipulation (chiropractic)	limit:100 days benefit period	limit: 60 days benefit period	limit:100 days benefit period	limit: 60 days benefit period
	\$30 copay	60% after deductible	\$30 copay	60% after deductible
Vision-Routine Eye Exam	30 visit maximum per benefit period			
	\$30 copay	60% after deductible	\$30 copay	60% after deductible
Vision-Hardware	\$100 in a 2 calendar year period			

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% (<i>within the program's \$45 wholesale allowance – approx \$100 retail</i>)	\$45

OR

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

\$1,500 per person

Class I Services

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

100% coverage; annual deductible is
waived for these services

Class II Services

Basic/Restorative (filings, extractions, root canals)

85% coverage after annual deductible

Class III Services

Major (crown/bridges, dentures)

50% coverage after annual deductible

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

Class IV Services

Orthodontia (braces)

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

Orthodontia treatment received prior to your eligibility date is not covered.

Ongoing monthly treatment provided on or after your eligibility date is covered.

Diocese of Camden Healthcare Program for Early Retirees

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

Administrative Rules

1. An "eligible retiree" is an employee:
 - a. age 60 or older who is not qualified for Medicare coverage, and
 - b. who has served not less than 20 years of service with *covered employers*, and
 - c. who terminates employment with a *covered employer*, and
 - d. who remains current with healthcare contributions, and
 - e. who while in active employment, was covered by the Diocesan health plan for at least five years, prior to retirement.
2. A "covered employer" is:
 - a. a parish, agency or an institution of the Diocese of Camden, which provides coverage with the Diocesan health plan.
3. Healthcare premiums are due and payable by the eligible retiree no later than the tenth of the month before the month for which coverage is requested. As an example, premium for coverage for the month of July must be paid no later than June 10.
4. Coverage terminates for an eligible retiree for the earliest of the following:
 - a. notification by the eligible retiree in writing with copies of the Social Security Administration notice to show that Medicare coverage is now in effect, or
 - b. the healthcare premium is more than 15 days late, or
 - c. the death of the eligible retiree.
5. Coverage terminates for a dependent of an eligible retiree:
 - a. when documentation has been received from the eligible retiree that Medicare coverage is now in effect, or
 - b. when the healthcare premium is more than 15 days late, or
 - c. when the dependent dies, or
 - d. when the eligible retiree dies.
6. Single healthcare coverage may be changed to add dependents during the Open Enrollment Period each year. The Open Enrollment Period is the month of May for a July 1 effective date.
7. An employee and dependents form of healthcare coverage may be changed to Single coverage at any time. It will become effective on the first of the month following the month in which the covered employer is notified in writing.
8. An eligible retiree who has been covered by the Diocesan health plan and who elected coverage completes the Election Form. The completed Election Form is forwarded to the employer. Arrangements are made with the employee to remit the required monthly premium payments to the employer on a timely basis.
9. An eligible retiree who elects to waive Program coverage must complete a Waiver Form. This Waiver Form is forwarded to the employer.

Severance Pay Plan

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

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

2. In the case of teachers, "salary" shall be calculated by dividing their annual base compensation by fifty-two (52) to ascertain a weekly salary.

3. Once it is determined that an instrumentality of the Diocese of Camden is to involuntarily terminate an employee other than "for cause," then such instrumentality shall so notify the Office of Human Resources, the Plan Administrator, forthwith so that inquiries can be effected in an attempt to secure another suitable position for such employee within the diocese. The inability of the Diocese to locate another suitable position shall entitle the employee to the previously specified benefits under this Plan.

4. Years of employment will be calculated from the first day of employment until the date of involuntary termination. Calculation of total time accumulated for the purposes of Paragraph 3 shall be for continuous and uninterrupted service with any instrumentality of the Diocese of Camden.

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

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

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

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

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

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

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

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

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

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

Long Term Disability

Effective Date: November 1, 1997

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

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

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

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

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

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

Personal/Bereavement/Professional Day Request Form

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

NAME: _____ Date of Request: _____

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

Please fill in the appropriate information below.

PERSONAL/BEREAVEMENT:

Date(s): _____ Duration: _____

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

PROFESSIONAL/WORKSHOP:

Department: _____ Budget Withdrawal: _____

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

Title of Workshop _____ Location of Workshop _____

Brief Description of Workshop

Briefly state your objectives for attending the workshop

Relevance to school's educational mission/objectives

Additional Information:

_____ **Approved** _____ **Disapproved**

_____ Principal Date _____

Teacher Preference Form

SCHOOL _____

SCHOOL YEAR _____ **NAME OF TEACHER** _____

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

TEACHING ASSIGNMENTS:

In order of preference _____

SERVICE ASSIGNMENTS:

In order of preference _____

HOMEROOM ASSIGNMENT:

Level preference _____

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

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

Teacher Volunteer Form

ARTICLE XVII

General Conditions

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

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

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

I, _____
Name of Employee

() do volunteer () do not volunteer

for the following condition:

Signature

Date

Competency Form

Name of Teacher _____

School _____

Year _____

Subject Area to be Taught _____

Course Title _____

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

copy: Diocesan Schools Office
President - CTU

Disciplinary Meeting Form

To: _____ (Name of Teacher)

From: _____ (Principal)

Date for Meeting: _____ TIME: _____

Topic: _____

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

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

New Teacher Audit Form

Date _____ Time _____

Name of School _____

Class Audited _____

Teacher Auditing _____

copy: Department Chairperson

Preparation Period Use for Substitution

Teacher _____

School _____

Period of Substitution _____ DATE _____

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

Tuition Reimbursement Request Form

This section to be completed by teacher:

Name: _____

Date of

School: _____

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

Grievance Report Form

Date: _____

Name: _____

School: _____

Position: _____

Delegate's Name: _____

I. Nature of Grievance: _____

II. Applicable Article and Section: _____

III. Remedy Sought: _____

Signature _____

This form is to be completed in triplicate:

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

Sample Letter Requesting Excusal From Jury Duty During the School Year

Dear Sir/Madam,

I am a teacher in a private high school. As such I do not get vacation days, nor will I get paid for days missed, if I am placed on a jury. This would be a financial hardship for me and my family. This will also cause a hardship for the school and my students.

For these reasons I ask that you postpone my service on jury duty to the time when school is not in session, between June 22 and August 15.

Thank you for your consideration of this matter. I look forward to serving next summer.