

**HOLY SPIRIT HIGH SCHOOL**

**AND**

**CATHOLIC TEACHERS UNION**

**September 1, 2022 - August 31, 2023 Contract**



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## **Preamble**

This Agreement is made this 6<sup>th</sup> day of July 2021 by and between the Holy Spirit 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 high 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

assigned to Diocesan administered special education programs;

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

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

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

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

C. Excluding all others including:

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

[a] 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 high School, and/or ecclesiastical considerations, and/or any matter touching upon the Catholic identity and mission of the high 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 are operated in accordance with the philosophy of Catholic education, the doctrine, the teachings, the laws and norms of the Catholic Church, and the policies of the Diocese of Camden related thereto as stated by the Bishop.

K. The School and Union shall establish a labor/management 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 School 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. Religion teachers hired after September 1, 2017 may be required to obtain diocesan certification within three (3) 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: To maintain tenure in good standing, an employee must participate in continuing education (CE). Such CE shall consist of professional development (PD) through a recognized professional services organization, to be mutually agreed upon by the Union and the Principal.

1. The CE shall meet the following guidelines: The equivalent of two (2) credits (30-32 hours), at least once every three years. Upon the successful completion of this work, the three (3) years shall reset for the next CE requirement.

2. Where mutually agreed by the employee and the Principal, the cost provisions of Article XI, Section G: Tuition Reimbursement for Graduate Credits may be used for PD not recognized as graduate credit coursework and not covered by any other funding source.

3. Funding sources will be explored including, but not limited to, public grant money through local school districts to cover any costs allowable under its guidelines and restrictions.

a. Coursework (CW) at an accredited college or university can substitute for this PD.

b. Article XI, Section G: Tuition Reimbursement for Graduate Credits shall apply for those courses which are considered graduate credit CW.

4. Employees will receive an annual summary of the accepted CW and/or PD credits towards this CE requirement by July 1 of each year. Six (6) months prior to the end of the three (3) year term (TBD by the date of this agreement) any employee who has not yet met his/her requirement will receive a letter indicating the current status. A list of employees receiving these letters will be sent to the Union.

5. Failure to complete the required CE through CW and/or PD by the end of the three (3) year term will result in a suspension of tenure for one (1) year during which time the employee must

pursue the requisite CE through CW and/or PD hours. Upon the successful completion of this CE work before the end of the fourth (4) year, tenure shall be reinstated with full tenure status.

6. Failure to complete the required CE through CW and/or PD by the end of the fourth (4) year will result in a removal of tenure, resetting the tenure process for that employee as per Article III, Section A.

Employees may appeal to the Principal for an extension on this timeline and/or changes to the status of tenure in the case of extenuating circumstances. This extension may be granted up to a maximum of two years.

C. 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.

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

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

## **ARTICLE IV Non-Tenure**

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

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

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

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

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

prior to May 20 unless the cause for such action specifically arises after this date. This notice shall contain the reasons for considering non-renewal of the employee's contract and should be interpreted to include but not be limited to the evaluation reports

and notices of deficiency. Non renewal of a non-tenured employee may be appealed to step 2 of the grievance procedure. The decision at that step shall be final.

## **ARTICLE V**

### **Seniority**

A. There will be two levels of seniority within the School, as follows: School Seniority, based on the length of continuous service in 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 School 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. Employees of the Catholic School Office or School Administrators shall have the right to return to the bargaining unit and upon return they shall obtain full credit and benefits and School and Bargaining Unit Seniority for years of service both in their teaching and administrative capacities.

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

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

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

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

## **ARTICLE VI**

### **Constriction**

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

1. Such notification shall ordinarily be given by May 15.
2. However, constriction may occur at a later date as conditions warrant.
3. Under no circumstances shall the School delay notification of any intended constriction.

B. 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 School. 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. Union

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:

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

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

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

G. Employees shall not be assigned to teach subjects outside their field of competency (qualifications) unless agreed to in writing on the prescribed form by the employee and the principal. A copy will be forwarded to the Union.

Competency (qualifications) shall be determined as demonstrated by academic background which shall mean twenty-one (21) minimum semester hours of college credit or teaching experience in the subject which shall normally mean three (3) years or more during any five (5) year period.

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

Science - Biology, Physical Science, Physics, etc.

Language - Spanish, French, etc.

Business - Keyboarding, Accounting, etc.

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

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

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

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

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

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

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

M. No employee shall be assigned a total teaching load more than 160 students (excluding physical education) in the 2005-2006 school year; 168 in the 2006-2007 school year; 167 in the 2007-2008 school year; and, 165 in the 2008-2009 school year. No employee shall be assigned a class larger than 32 students.

1. Science labs classes shall not exceed 30

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

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

N. Guidance counselors shall not be assigned more than 300 students.

1. Guidance counselors with more than 225 students shall not be assigned teaching or service period responsibilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE IX Duties and Assignments**

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

B. The employee work day shall not exceed seven and one-half (7-1/2) hours per day, provided, however, that employees may leave for the day 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.

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

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

a. The number of students shall not normally exceed thirty-five (35).

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

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

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

D. Employees shall not be required to be present for more than seven (7) professional 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 and one (1) open house, on a Sunday.

3. An employee with a scheduling conflict (approved by the Principal), or other emergency situation, for the Open House on

Sunday must be present at the second Open House.

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

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

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

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

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

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

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

1. It is agreed that during service period supervision in the cafeteria, during lunch periods, at least two (2) employees will be assigned.

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

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

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

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

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

## **ARTICLE X**

### **Leaves of Absence**

#### **A. Sick Leave**

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

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

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

[a] In the event of immediate family illness or emergency, once all personal days

have been taken, an employee may take up to an additional five (5) days\_ from the block of 10 sick days granted each year. The 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.

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

5. If an employee transfers to a different School, as a full-time employee, he/she shall maintain all

accumulated and unused sick days which were available to him/her at the time of transfer.

6. Exclusively upon retirement under this Agreement, employees covered hereunder shall be paid for unused accumulated sick leave days, up to a maximum of 180 days, as follows:

at age 55 and after 20 years of service: \$42.50 per day

at age 55 and after 25 years of service: \$47.50 per day.

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

If a teacher dies while still employed as a teacher but who otherwise meets the criteria for sick-day redemption, the 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**

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

### **E. Disability Leave**

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

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

### **F. Maternity Leave**

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

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

[b] The child bearing leave of absence shall extend for a period of one year from the date when

the leave commenced, or, at the option of the employee, for a shorter period of time. The employee shall notify the Local Administrator in writing by June 1 if she plans to return by September 1 or November 15 if she plans to return for the second semester.

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

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

### **G. Child Rearing Leave**

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

### **H. Adoption Leave**

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

### **I. Unpaid Leave of Absence**

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

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

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

3. A leave of absence may only begin on the first day of the school year or on the first day of the

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

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

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

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

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

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

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

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

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

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

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

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

#### **J. Extended Leave**

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

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

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

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

### **ARTICLE XI Benefits**

#### **A. Medical Insurance**

1. The School shall provide 365 benefit days individual hospitalization coverage to all full-time employees under a EPO 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 EPO 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 EPO 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 EPO and PPO/Direct Access Plan.

3. Employees will pay for the yearly cost of the EPO plan at the rate of 9.5%. Should they choose the PPO/Direct Access plan they will pay the stated rate of the EPO plan plus the difference in the premiums.

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

5. If a newly hired employee does not have health benefits coverage, he/she may enroll in a private

plan at his/her own expense. The Diocese will assist the employee in securing the plan.

#### **B. Dental Insurance**

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

2. The choice of the insurance carrier is at the sole discretion of the 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 \$50 non-formulary, \$25 formulary, and \$10 generic. The co-pay for ninety [90] day mail order prescriptions shall be \$100 non-formulary, \$50 formulary, and \$20 generic. The co-pay for approved injectables (other than diabetic medications) is \$100.

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

#### **D. Life Insurance**

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

2. Employees shall be given the option of purchasing additional life insurance in the amount of

\$20,000 or in the amount of \$40,000 in accordance with the carrier rules and regulations.

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

#### **E. Continuation of Health Insurance Coverage**

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

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

[b] Spouses and dependents of deceased employees (children up to age 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**

1. Full-time employees will be reimbursed for tuition for graduate credits at the rate of \$400.00 per credit hour up to a maximum of \$2000 per contract year.

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

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

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

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

#### **H. Early Retirement Incentive**

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

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

2. The President 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' 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' 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' Health benefits package. Instead he/she may opt to receive from the school the following amounts which the school would have contributed on behalf of the employee under the health plan: Family \$1900; Husband & Wife \$1300; Parent & Child \$1175; Single \$700.

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

[b] When waiving medical, major medical and hospitalization coverage, the employee shall agree to notify the superintendent within thirty (30) days of

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

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

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

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

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

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

### **K. Vision Care**

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

### **L. Healthcare Program for Early Retirees**

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

### **M. 125 Plan Coverage**

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

### **N. Severance Plan**

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

## **ARTICLE XII Lunch**

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

**ARTICLE XIII**  
**Tax Sheltered Annuity**

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

**ARTICLE XIV**  
**Tuition Waiver**

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

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 one of 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.

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

B. A permanent part-time employee shall be paid according to the number of classes per cycle that he/she works. Such salary shall be based on a payment of one-sixth (1/6) of the appropriate scale

(BA, BA + 15, etc.) for each five (5) classes per five-day cycle that the employee works.

C. At any time subsequent to March 1, 2023, either party may request that the Agreement be re-opened solely for the negotiations of wages and benefits(i.e. the Total Beneficial Wage Package). The parties shall meet and negotiate in good faith for a new Total Beneficial Wage Package. Should the parties fail to reach an agreement on a new wage package by August 31, 2023, the entire Agreement shall be opened for negotiation.

**ARTICLE XVI**  
**No Strike - No Lockout**

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

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

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

**ARTICLE XVII**  
**General Conditions**

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

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

1. If an employee does not wish to volunteer for any assignment which is beyond the terms of this contract, he/she is free to 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 each school, and mail received shall be placed in the employee's mailbox.

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

F. An employee's grade for a student shall not be changed except by the principal and then only for serious and compelling reasons. Should circumstances indicate that a change might be necessary, the administration shall attempt reasonable means of discussing these circumstances

with the employee before making a change in the grade. If the employee cannot be informed verbally, the employee shall be notified in writing if the grade is changed and given the reasons for the change as soon as possible.

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

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

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

## **ARTICLE XVIII**

### **Extra-Curricular Activities**

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

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

## **ARTICLE XIX**

### **Advancement**

A. Posting Procedures

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

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

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

2. All openings for these positions not posted for ten (10) school days before the end of the school year, or those openings which occur after the close of school, shall be submitted to the building

representative and the Union and posted for at least fifteen (15) days thereafter in all School. All applications for these positions must be submitted in writing or postmarked within the fifteen (15) day period.

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

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

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

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

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

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

[e] All appointments to a department head position shall be for two (2) years. Each principal

will be responsible for making new appointments by May 15th, unless extenuating circumstances make an appointment by this date impossible.

## **ARTICLE XX Check-Off**

A. All employees in the bargaining unit have the right to join the Union. The School shall cause to be deducted through the individual 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. The above notwithstanding, those employees hired prior to 9/1/87 and who have never paid either a service fee or union dues are not subject to the mandatory service fee.

2. Service fee shall be remitted through payroll deductions.

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

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

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

## **ARTICLE XXI Union Representation**

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

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

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

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

E. 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, 2022 through August 31, 2023

B. At any time subsequent to March 1, 2023 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.

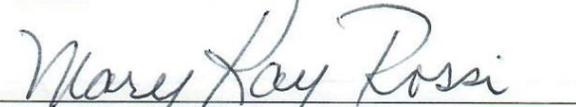
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this 20<sup>th</sup> day of August 2022.

**School**



By: Rev. Perry Cherubini  
President

**Union**



By: Mary Kay Rossi  
President

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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.

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### Salary Scale 2022/2023

STEP	YEARS*	BA	BA+15	BA+30	MA	MA+15	MA+30	2MA/PhD
A	1	36,820	37,554	38,287	39,167	39,902	40,635	41,514
B	2	37,430	38,164	38,897	39,777	40,512	41,245	42,124
C	3	38,040	38,774	39,507	40,387	41,122	41,855	42,734
D	4	38,650	39,384	40,117	40,997	41,732	42,465	43,344
E	5	39,260	39,994	40,727	41,607	42,342	43,075	43,954
F	6	39,870	40,604	41,337	42,217	42,952	43,685	44,564
G	7	40,480	41,214	41,947	42,827	43,562	44,295	45,174
H	8	41,090	41,824	42,556	43,437	44,172	44,905	45,784
I	9	41,699	42,433	43,166	44,046	44,781	45,514	46,393
J	10	42,309	43,043	43,775	44,656	45,391	46,124	47,003
K	11	42,918	43,652	44,385	45,265	46,000	46,733	47,612
L	12	43,528	44,262	44,995	45,875	46,610	47,343	48,222
M	13	44,137	44,871	45,604	46,484	47,219	47,952	48,832
N	14	44,747	45,481	46,214	47,094	47,829	48,562	49,441
O	15	45,356	46,090	46,823	47,704	48,438	49,171	50,051
P	16	45,966	46,700	47,433	48,313	49,048	49,781	50,660
Q	17	46,576	47,309	48,042	48,923	49,658	50,390	51,270
R	18	47,185	47,919	48,652	49,532	50,267	51,000	51,879
S	19	47,795	48,529	49,261	50,142	50,877	51,610	52,489
T	20	48,404	49,138	49,871	50,751	51,486	52,219	53,098
U	21	49,624	50,358	51,091	51,971	52,706	53,439	54,319
V	22	50,843	51,577	52,310	53,191	53,925	54,658	55,538
W	23	52,064	52,797	53,530	54,411	55,146	55,878	56,758
X	24	53,283	54,017	54,749	55,630	56,365	57,098	57,977
Y	25	54,503	55,237	55,970	56,850	57,585	58,318	59,197
Z	26-29	55,723	56,457	57,190	58,070	58,805	59,538	60,417
AA	30-32	56,942	57,676	58,409	59,289	60,024	60,757	61,636
BB	33-34	58,162	58,896	59,629	60,509	61,244	61,977	62,856
CC	35-36	59,382	60,116	60,849	61,729	62,464	63,197	64,076
DD	37-38	60,602	61,336	62,069	62,950	63,684	64,417	65,297
EE	39	61,823	62,556	63,289	64,170	64,905	65,637	66,517
FF	40	63,042	63,776	64,508	65,389	66,124	66,857	67,736
GG	41	64,261	64,995	65,728	66,608	67,343	68,076	68,955
HH	42	65,481	66,215	66,948	67,828	68,563	69,296	70,175
II	43	66,701	67,435	68,168	69,048	69,783	70,516	71,395
JJ	44	67,921	68,655	69,388	70,268	71,003	71,736	72,615
KK	45	69,141	69,875	70,608	71,488	72,223	72,956	73,836
LL	46	70,361	71,095	71,828	72,709	73,443	74,176	75,056
MM	47	71,582	72,315	73,048	73,929	74,664	75,397	76,276
NN	48	72,802	73,536	74,269	75,149	75,884	76,617	77,496
OO	49	74,021	74,755	75,488	76,368	77,103	77,836	78,715
PP	50	75,241	75,975	76,708	77,588	78,323	79,056	79,935
QQ	50+	76,461	77,195	77,928	78,808	79,543	80,276	81,155

\*Including current year

Deduct \$325 for non-certified non-tenured teachers.

## Department Salary Scales

# of Teachers	22/23
2	2,592
3	2,645
4	2,700
5	2,754
6	2,807
7	2,861

### 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.

## Activity/Moderator Salary Scales

Activity	22/23
Newspaper	2,823
Yearbook	2,592
Student Gov.	3,056
Nat'l Honor Society	2,667
Mock Trial	2,884
Class Moderators	
Frosh/Soph	2,359
Junior/Senior	2,592

### 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.

## Diocese of Camden 2022 Benefit Plan

	Horizon Advantage EPO	Horizon Direct Access	
	In-Network	In-Network	Out of Network
Benefit Period	Calendar Year	Calendar Year	
<b>Yearly Deductible</b>			
Individual	\$500	\$500	\$750
Family	Two deductibles per family	Two deductibles per family	
	Deductible is per calendar year	Deductible is per calendar year	
Coinsurance	80%	80%	60%
	In-Network hospital (facility/ & PCP services 100%		
<b>Maximum Out of Pocket</b>			
Individual	\$1,800	\$1800	\$3,000
Family	2 times individual max.	2 times individual max.	
Maximum Out of Pocket you spend is for the Calendar year. The deductible, coinsurance and copayments apply to the Maximum out of Pocket.			
Benefit Period Maximum	Unlimited	Unlimited	
Lifetime Maximum	Unlimited	Unlimited	
Primary Care Physician Selection	Not Required	Not Required	
<b>Doctor's Office Visits</b>			
Primary Care Office Visit	\$30 copay	\$30 copay	60% after deductible
	A primary care physician is a general or family practitioner, internist or pediatrician.		
Specialist Office Visit	\$30 copay	\$30 copay	60% after deductible
	A referral is not required to visit a specialist	A referral is not required to visit a specialist	
Maternity Visits	\$30 copay	\$30 copay	60% after deductible
	Copay applies to first visit only for Maternity/Obstetrical Benefits. Dependent children are ineligible.		

	Horizon Advantage EPO	Horizon Direct Access	
	In-Network	In-Network	Out of Network
Benefit Period	Calendar Year	Calendar Year	
Yearly Deductible			
Allergy Testing and Treatment	\$30 copay	100%	60% after deductible
<b>Preventive Care</b>			
Routine Adult Physicals, GYN exams, Pap, Mammograms, Prostate Cancer Screening, Immunizations	100%	100%	60% (no deductible)
Well Child Exams	100%	100%	60% (no deductible)
Well Child Immunizations and Lead Screening	100%	100%	60% (no deductible)
<b>Diagnostic Procedures</b>			
Laboratory	100% in PCP office, Labcorp, or Quest. 100% after deductible in outpatient facility	100% in PCP office, Labcorp, or Quest. 80% after deductible in outpatient facility	60% after deductible
Outpatient X-Ray/Radiology Services	100% office 100% after deductible in outpatient facility	100% office 80% after deductible in outpatient facility	60% after deductible

CT/CTA Scans, Pet Scans, MRIs/MRAs, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. Advanced/Complex Radiology may pay at a different benefit level than listed above. The ordering physician should request the prior authorization by calling eviCore healthcare at 1-866-496 6200 and providing the necessary clinical information. Once the authorization number is received, the member may call eviCore healthcare 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.

<b>Hospital Care</b>			
Inpatient Admission	100% after deductible	80% after deductible	60% after deductible
Room and Board			
Pre-Admission Testing			
Surgery in Hospital			
Inpatient Specialist Services	80% after deductible		
Outpatient Dept. Services	100% after deductible		

<b>Emergency Care</b>			
Emergency Room	\$100 copayment	80% after \$100 copay	
	Payment at the in-network level across-the-board applies only to true Medical Emergencies & Accidental injuries.		
Ambulance	80% after deductible	80% after deductible	60% after deductible
<b>Outpatient Surgery</b>			
Hospital Outpatient Surgery	100% after deductible	80% after deductible	60% after deductible
Ambulatory SurgiCenter			
Professional Specialist	80% after deductible		
<b>Mental Health Services</b>			
Inpatient	100% after deductible	80% after deductible	60% after deductible
Outpatient Department			
Office Setting	\$30 copay	\$30 copay	
<b>Substance Abuse Services</b>			
Inpatient	100% after deductible	80% after deductible	60% after deductible
Outpatient department			
Office Setting	\$30 copay	\$30 copay	
<b>Alcohol Abuse Services</b>			
Inpatient	100% after deductible	80% after deductible	60% after deductible
Outpatient department			
Office Setting	\$30 copay	\$30 copay	
Inpatient and Outpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through Horizon Behavioral Health at 1-800-626-2212.			
<b>Other Services</b>			
Bariatric Surgery	100% after deductible	80% after deductible	60% after deductible
Diabetic Education	\$30 copay	\$30 copay	
Diabetic Supplies			
Durable Medical Equipment			

Home Health Care	80% after deductible	80% after deductible	60% after deductible up to 100 visits
Hospice Care			
Orthotics & Prosthetics	100% after \$30 copay	100% after \$30 copay	60% after deductible
Physical Rehabilitation Facility Inpatient Services	100% after deductible	80% after deductible	
Limited to 60 days per Benefit Period			
Private Duty Nursing	80% after deductible	80% after deductible	60% after deductible
Limited to 30 visits per benefit period (8-hour-shifts)			
Short Term Therapies: Physical, Occupational, Speech, Respiratory	\$30 copay	\$30 copay	60% after deductible
30 visits maximum per therapy, per benefit period. If copay is \$30, the short term therapy copay will default to \$20.			
Skilled Nursing Facility / Extended Care Center	80% after deductible	80% after deduction	60% after deduction
	Limit: 100 days benefit period	Limit: 100 days benefit period	Limit: 60 days benefit period
Therapeutic manipulation (chiropractic)	\$30 copay	\$30 copay	60% after deduction
30 visits maximum per benefit period			
Vision-Routine Eye Exam	\$30 copay	\$30 copay	60% after deduction
Vision-Hardware	\$100 in a 2 calendar year period	\$50 in 2 calendar year period	

## Prescription Drug Benefits

Provided by Express Scripts

The Prescription Drug Program is an important part of your health care benefits. The program is administered through Express Scripts. Your prescription will only be covered if medically necessary and if you use an in network pharmacy or the mail order program.

### Retail Drug Benefits

To receive benefits through the program, simply show your ID when visiting a participating pharmacy and pay the required copayment/deductible..

### Mail Order Drug Benefits

For your convenience and a discounted rate, there is also a mail order system available to you. Please ask your Doctor for a 90-day prescription in addition to a 30-day when new maintenance prescriptions are prescribed. This way you can get the RX needed immediately from the pharmacist and still have plenty of time to get your mail order started. You save one month's worth of co-payment with each

order by using the mail order program. Additional information can be found on the website for this benefit. The discount is not available for certain specialty drugs.

### Prescription Drug Benefits Formulary

An up to date Formulary Drug list can be found on the web site: [www.express-scripts.com](http://www.express-scripts.com).

### Utilization Management Program

To help control sky-rocketing prescription costs, while still making sure the necessary prescriptions needed by employees are available. The program consists of:

- **Prior Authorization Program:** This program promotes the safe and effective use of medications per their FDA uses.
- **Step Therapy Program:** Promotes the safe and effective use of a less expensive, yet clinically effective, therapeutic alternative medication.
- **Drug Quantity Management:** Manages drug costs by aligning the dispensed quantity of medication with FDA approved dosage guidelines.

### Your Copayment

	Retail (34 days or 100 units, whichever is less)	Mail Order (90 days worth)
<b>Deductible Per Year</b>	\$50 per person	
<b>Generic</b>	\$15	\$30
<b>Preferred Formulary</b>	\$35	\$70
<b>Non-Formulary</b>	\$60	\$120
<b>Injectable/ Specialty Medication</b> (except diabetic medications, which have the above copays)	\$100	Most injectable and speciality drugs Are filled on a 30 day basis

## Dental Program

Provided by Delta Dental of NJ

Taking care of your teeth is as important as taking care of the rest of your body. That's why the Diocese of Camden offers a dental plan that covers routine check-ups and additional services needed for your health. The Delta Dental Preferred Provider Organization (PPO) is offered for three main types of expenses:

- Preventive and Diagnostic Care:  
(Exams, Cleanings, Bitewing X-rays—twice is a calendar year) (Fluoride Treatment—once a calendar year, children to age 19)
- Remaining Basic Treatment:  
(Fillings, Extractions, Endodontics/Root Canals, Periodontics/Oral Surgery Sealants)
- Major Treatment—Crowns & Prosthodontics:  
(Crowns, Gold Restorations, Bridgework, Full & Partial Dentures)

Please refer to your benefit booklet for a complete description of benefits.

	Delta Dental PPO Dentists	Delta Dental Premier & Non- Participating Dentists
<b>Preventive &amp; Diagnostic Services</b>	100%	100%
<b>Remaining Basic</b>	85%	85%
<b>Crowns &amp; Prosthodontics</b>	50%	50%
<b>Calendar Year Maximum</b> *Per Person	\$1,500	\$1,500
<b>Calendar Year Deductible</b> *Per Person (waived on Preventive & Diagnostic)	\$50	\$50
<b>Orthodontic</b> (adult & dependent children) Orthodontic Lifetime Maximum Per Person	50% / \$1,000	50% / \$1,000

*Participants may choose either PPO participating or Premier Network dentists or any non participating dentist. More savings are possible with participating dentists who provide service at negotiated rates.*

- Participating dentists will be paid directly by Delta Dental to the extent that services are covered by the contract
- Non-participating dentists will bill the patient directly, and Delta Dental will make payment directly to the subscriber
- Maximum benefit may be derived by utilizing the services of a participating dentist in the PPO or Premier Network

Where the eligible patient is treated by a Delta Dental PPO dentist, the fee for the covered service(s) will not exceed the Delta Dental PPO maximum allowable charge(s). Where the eligible patient is treated by a Delta Dental Premier dentist who does not participate in Delta Dental PPO or by a Participating Specialist, the dentist has agreed not to charge eligible patients more than the dentist's filed fee or Delta Dental's established maximum plan allowance, and Delta Dental will pay such dentists based on the least of the actual fee, the filed fee, or Delta Dental's established maximum plan allowance for the procedure(s).

*\*\*\* Claims for services provided by dentists who are neither Delta Dental Premier, Delta Dental PPO dentists, nor Participating Specialists are paid based on the lesser of the dentist's actual charge or the prevailing fee.*

If you do not have a dentist or want to know if your dentist participates call 1-800-DELTA-OK, you may access the dentist search on the website at: [www.deltadentalnj.com](http://www.deltadentalnj.com) At the above site you can check on claim payments and print identification cards also.

***\*During your first appointment, tell your dentist that you are covered under this program, give them your Group Name, Delta Dental Group #9212, and your ID card. Your dependents, if covered, will use the same card.***

## Vision Care Program

Provided by Vision Benefits of America (VBA)

You have the freedom to choose from a nationwide list of vision providers. However, you realize the best value when you see a VBA doctor. You will receive Out-of-Network Reimbursement allowances with out-of-network doctors. Look up participating providers at [www.vbaplans.com](http://www.vbaplans.com).

- Dependents can be covered through EOM-age 26

- Costco Optical is now a participating retailer. Costco has over 400 optical centers nationwide that offer frames, contact lenses, and a variety of prescription and special lens options. VBA members must have a Costco membership to access the optical center.

### Frequency of Service

	Employee	Spouse	Children
<b>Vision Exam</b>	12 months	12 months	12 months
<b>Lenses</b>	12 months	12 months	12 months
<b>Frames</b>	24 months	24 months	24 months

### Vision Plan

	VBA Participating Provider Amount Covered Benefit (Zero Copay)	Non-Participating Provider Amount Reimbursed (Zero Copay)
<b>Vision Exam</b>	100%	\$40
<b>Clear Standard Lenses</b>		
Single Vision	100%	\$40
Bifocal	100%	\$50
Blended Bifocal	100%	\$50
Trifocal	100%	\$75
Progressives <i>D</i>	Controlled Cost <i>E</i>	\$75
Lenticular	100%	\$100
Polycarbonate <i>C</i>	100%	N/A
Scratch Coat - 1 Year	100%	N/A
<b>Frame <i>B</i></b>	100%	\$50
<b>-OR-</b>		
<b>Elective Contacts (in lieu of eyeglass benefits)</b>		
Material Allowance	\$100	\$100
Fitting Fee	15% off UCRA <i>A</i>	N/A
<b>-OR-</b>		
<b>Medically Necessary Contacts <i>F</i></b>	100%	\$300

In lieu of all other materials/services

- A. Usual, Customary, and Reasonable.  
 B. Within the program's \$50 wholesale allowance (approximately \$125-\$150 retail;).  
 C. Available In-Network at no charge for children under age 19.

- D. Progressive lenses typically retail from \$150 to \$400 depending on lens options.
- E. VBA's controlled costs generally range from \$45 to \$175. Unless otherwise prohibited by law.
- F. Medically Required Contacts may only be selected in lieu of all other material benefits listed herein.

## **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.

## **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.

**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 School 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: \_\_\_\_\_

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II. Applicable Article and Section:

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III. Remedy Sought: \_\_\_\_\_

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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.