

MONSIGNOR DONOVAN HIGH SCHOOL

MEMORANDUM OF AGREEMENT FOR AFT OFFICE STAFF

SUBJECT TO RATIFICATION BY SCHOOL AND AFT OFFICE STAFF UNIT

August 31, 2011

This Agreement is made this 7th day of ~~September~~ ^{OCTOBER}, 2011 by and between Monsignor Donovan High School (hereinafter referred to as the "School") and Local 6435 (hereinafter referred to as the "Union"):

Preamble

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 Monsignor Donovan High School in the context of the Catholic Church's teaching mission; to advance the Catholic educational objectives of the Diocese as set forth by the Bishop of the Diocese; to indicate the areas of authority and responsibility of both parties; and to provide a reasonable means of adjustment of differences that may arise between them, they agree as follows:

CHRISTIAN WITNESS STATEMENT

Educational Mission of the Church

"Proclaiming the Gospel is a perennial task and joy for the Church of Jesus Christ. Catholic Education is an expression of the mission entrusted by Jesus to the Church He Founded." (To Teach as Jesus Did, 6,7)

Pre-Eminence of Catholic Schools

"The Catholic school strives to relate all human culture to the news of salvation, so that the life of faith will illumine the knowledge which students gain of the world, of life and of humanity." National Directory for Catechesis, 232)

Educator in the Catholic School

"Beautiful indeed and of great importance is the vocation of all those who undertake the task of education in Catholic schools. This vocation demands special qualities of mind and heart, very careful preparations, and continuing readiness to renew and to adapt." (Declaration on Christian Education, 4)

The Catholic school fulfills an authentic ministry. Therefore, to work in this apostolate means rendering a unique, challenging and invaluable work for the Church. The nobility of the position to which teachers in the Catholic school... respond requires that they communicate the message of Christ not only in their teaching and their participation in the sacramental life of the Church but also in every expression of their behavior. In truth and in fact, herein lies the difference between a school whose education is penetrated by the Christian spirit and one in which religion is an academic subject like any other. "By their witness and their behavior teachers are the first importance to impart a distinctive character to Catholic schools." (The Catholic School, 78)

It follows then, that the teacher in Catholic education must be a person of prayer, one who frequently reflects on the scriptures, and whose Christ-like living testifies to deep faith, and who is a practicing Catholic who understands and accepts the teaching of the Catholic Church and the moral demands of the Gospel and who can contribute to the achievement of the school's Catholic Identity and apostolic goals. (National Catechetical Directory, 207, 231)

Essentially, the Catholic school educator is one:

- Called to proclaim, to live, to celebrate the message of Christ in His Gospel
- Chosen to create, to enter into and to build community that is at the heart of Christian education
- Committed to the growth, development, and well-being of one's educational family in the form of serve and love.

This individual truly witnesses to and fully shares in the mission of Christ and His Church in bringing about the Kingdom of God

Article I Recognition and Scope of Agreement

- A. The School recognizes the Union as the sole and exclusive representation for the purpose of collective bargaining with respect to terms and conditions of employment.

1. The bargaining unit includes:

All office staff in the job titles of secretary, bookkeeper, registrar, attendance officer, technology/data processing secretary, human resources coordinator, athletic secretary coordinator and any other person who does clerical work for Monsignor Donovan High School. For purposes of this Agreement, the bargaining unit will be referred to as "office staff" and individual unit members as "office staff members."

2. The bargaining unit excludes:

Managerial employees, teachers, directors, principals, assistant principals, vice principals, administrative personnel, Office of Institutional Advancement employees, Director of Campus Ministry, Athletic Director, Assistant Athletic Director, Trainer, technology department personnel, school nurse, support staff, guidance counselors, librarian, bookstore employees, permanent substitutes, confidential employees and supervisors within the meaning of the law; craft employees, police and casual employees. The bargaining unit shall also exclude the positions of Curriculum Coordinators, Dean of Students, Assistant Dean of Students, Directors, coaches and advisors in their positions as such.

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

- C. By agreeing to this contract, both the School and the Union agree that both sides had every opportunity to raise and discuss each and every issue relating to the wages, hours, fringe benefits, and working conditions of teachers covered hereby. It is the purpose and intent of this Agreement to settle all terms and conditions of work for the duration hereof; to provide a means for the amicable adjustment of all grievances that arise as provided herein; to avoid work interruptions and interferences with teaching and the operation of the School; and to promote the stability and the efficiency of the operation of the School.

- D. The Union recognizes the uniqueness of the School and its spiritual commitment to provide the opportunity for Catholic schooling.
- E. The Union recognizes the non-profit nature of the School, and the fact that it possesses no taxing power, and is dependent primarily upon the payment of tuition as well as other sources of income, such as donations.
- F. All usual and customary management rights, and functions are vested in the School. Included in such rights and functions, but not limited thereto, is management's right to operate and manage its school and office; to make decisions involving educational policies touching upon the Catholic identity and mission of the School; to assign, supervise and demand responsible teacher accountability; to maintain safety, order and discipline; to determine the work force; to determine standards; to direct the work force; to hire, classify, transfer, promote, demote, assign, layoff, discipline and discharge for cause or reason; to plan and control any and all operations; to make or not make capital improvements; to discontinue subjects; to determine the classroom schedule; to subcontract any and all work, teaching or operations it deems necessary; to discontinue and close the School in whole or in part; to relocate the School; to introduce new teaching methods, procedures, processes, equipment and means of teaching or handling of students; to assign work to teachers in accordance with the requirements determined by management; to establish and change work schedules and assignments; provided, that these rights are not inconsistent with the terms of this Agreement.
- G. Any conflict between this Agreement and the then current Diocesan Policy Manual, this Agreement will prevail. The Union President will be notified in writing of any changes to the Diocesan Policy Manual.

Article II Right to Join Union

- A. All office staff members in the bargaining unit have the right to join or not join the Union. The School shall cause to be deducted the Union dues from the salary of each member.
- B. In addition to the check-off dues of Union members, the School will also check-off representation fees of non-members. The amount of the representation fee shall be 85% of the Union dues.
- 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.
- D. The Union shall indemnify and hold harmless the School from all claims and damages of whatsoever kind which may arise as a result of the School's withholding of monies from the office staff member's pay under any provision of this Article. This shall include, but not be limited to, reasonable attorneys' fees and costs.

Article III Non-Discrimination

The parties will not discriminate against any office staff member because of race, gender, color, creed, age, marital status, religion or membership, participation in, or association with the activities of the Union.

Article IV Seniority

Seniority shall be determined from the hire date as a full time office staff member at Monsignor Donovan High School.

Article V Grievance Procedure-Arbitration

A. General Provisions

1. Definitions

(a) "Grievance" shall mean a complaint that there has been a violation, misinterpretation or misapplication of this Agreement.

(b) "Grievant" shall mean an office staff member or a group of office staff members or the Union acting as their representative. Grievances can be initiated for an individual and/or a group.

(c) "Days" shall mean business days.

2. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties and their designated representative. The time limits herein may be extended only by mutual consent of the parties in writing. In the event a grievance is filed as such a time that it cannot be processed completely by the end of the school year, the time limits shall be reduced, if reasonably possible, so that the grievance be resolved more quickly than normally provided hereinafter.

3. Failure at any step of this procedure to communicate a decision within the specified time limit shall permit the grievant to proceed to the next step. Failure to appeal to the next step within the specified time limit shall be deemed an acceptance of the decision rendered at that step and shall preclude a grievant from the continued processing of the grievance.

4. Any grievant participating in any mutually scheduled grievance proceeding during work time shall do so with no loss of pay, privilege or benefit.

B. Grievance Procedure

1. A grievant shall first discuss the grievance informally with the Principal. This shall be done within ten (10) work days of the act giving rise to the grievance or within ten (10) work days of the date the grievant reasonably should have been aware of said act. The grievant may at his/her option be accompanied by a representative of the Union.

2. If such informal discussion does not resolve the grievance, it may be submitted, in writing, to the Principal. Said writing shall state the article and section of the Agreement which was allegedly violated. This submission shall be made within ten (10) work days after such discussion.

3. Within five (5) work days after the presentation of the written grievance, the matter shall be discussed with the grievant, the Union representative and the Principal. The Principal shall render a decision in writing within five (5) work days following the discussion.

4. Within fifteen (15) work days after the Principal's written response, or failure to respond, the Union may appeal the grievance to arbitration by notifying the New Jersey State Board of Mediation, in writing, with a copy of said notification to be simultaneously forwarded to the Principal.

5. Both parties agree to be bound by the rules and regulations established by the New Jersey State Board of Mediation as appropriate. The decision of the arbitrator shall be advisory.

(a) The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement and shall be without power or authority to make any decisions

contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement.

(b) The arbitrator's fee and expenses shall be shared equally by the parties.

Article VI Employee Rights

- A. No office staff member shall be disciplined or reprimanded in the presence of students, parents or other office staff members.
- B. Whenever a letter or note by a student, parent, or other third party is to be placed in an office staff member's personnel file, the office staff member shall be made aware of said letter or note and shall be afforded the opportunity to attach a written comment.
 - 1. No material detrimental to the office staff member's record or derogatory to his/her conduct, service, character or personality shall be placed in his/her personnel file unless the office staff member has a dated copy given to him/her. The office staff member 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 office staff member 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.
 - 2. Each office staff member shall be afforded the right to insert letters, notes, newspaper reports, which reflect upon the ability and achievements of the office staff member.
 - 3. An office staff member has the right to add comments to any discipline action that is to be placed in his/her personnel file.
- C. Whenever an office staff member is subject to an investigative interview by administration which the office staff member reasonably believes may result in disciplinary action, the office staff member may request that a representative from the Union be present during said interview.
- D. An office staff member may examine his/her personnel file at his/her written request upon one day notice. The office staff member shall acknowledge his/her examination of the file in writing and shall have the right to ask to have any irrelevant material removed.
- E. Normally office staff members shall not be required to participate in any meeting dealing with contract negotiations, grievance proceedings and/or administration of the contract during working hours. However, there may be times when such meetings may be more conveniently conducted during working hours. If this is the case, and any Union members are scheduled with the agreement of the administration to participate in negotiations, grievance proceedings, or meetings dealing with the administration of the contract, said members shall suffer no loss of pay.

Article VII Union Rights and Representation

- A. The Union has the right to hold membership meetings on School premises. The principal, under normal circumstances, shall be given 24 hour notice of the Union's intent to hold meetings and shall designate the room in which the meeting is to be held in sufficient time for the posting of the location. Faculty/Administration General meetings may be followed by meeting for union members/business on a as needed basis with pre-approval by the Principal. Local Union membership meetings may be held on school premises outside the school day and the Union will incur the cost of a maintenance personnel. No membership meeting whose purpose is to authorize and/or call a strike, work stoppage and/or organized protest against the School shall be permitted on School premises.
- B. The Union shall have the right to place communications in office staff member's mailboxes and to post notices relating to Union business on the bulletin boards in the faculty lounges, provided such communications and/or notices in no way disparage the Administration, the School, or St. Joseph Parish, or are related to any work stoppage, strike and/or organized protest.
- C. The names, addresses, teaching assignments, and salary of newly-hired office staff members shall be given to the Union president. If the date of hire is unknown, the Principal will meet with the Union and determine a mutually satisfactory date.
- D. The Union shall be consulted in the planning and development of in-service activities.
- E. The Union shall have the right to use all office equipment in the office staff's work areas and office staff work areas, as well as email, provided such use in no way disparages the Administration, the School or St. Joseph Parish, or is related to any work stoppage, strike and/or organized protest.
- F. The School shall establish a mailbox in the Main Office for the purpose of the administration of Union business.
- G. Upon advanced notice to the Principal, representatives of the American Federation of Teachers ("AFT") shall have reasonable access to the School, including but not limited to investigate grievances and secure enforcement of the contract. Upon entering the School, the AFT representative shall first report his/her presence at the School office. While on School premises, the AFT representative shall not interfere with the normal operations of the School.

Article VIII Office Staff Member Workday/Workyear

- A. The annual schedule for office staff shall be as follows:
 - 1. Full-time 12 month office staff members (July 1 to June 30) shall begin and end a work year based on the contract period year and shall be required to work a summer schedule as set forth below. Scheduling of summer hours shall be at the discretion of the Principal and upon consultation with the Union. The Principal shall give notice of the summer schedule one week in advance. The summer hours shall be considered to extend from the final reporting day at the end of the school year for teachers until the scheduled reporting day for teachers at the beginning of the school year.
 - a. Office staff categorized as less than a 40 hour week will work 20 hours per week.
 - b. Office staff categorized as 40 hours a week will work 24 hours per week.
 - c. The scheduling of summer hours shall be over a four (4) day work week.

2. Full-time 10 month office staff members shall be required to report for work 5 work days prior to the scheduled reporting day for teachers. The ending year period of work for 10 month office staff shall be 5 work days after the final reporting day for teachers.
- B. With the exclusion of summer, all office staff members shall work their scheduled hours according to individual job descriptions. Office staff members will receive one paid 15-minute break in the morning, one paid 30 minute lunch and one 15 minute break in the afternoon. An office staff member, with a supervisor's approval, can combine this time to make either one paid 60 minute lunch or one 15 minute break and one 45 minute lunch. An office member may not use this time to leave the office early. Office staff members will not be required to remain on school campus during their lunch period; however, a supervisor or office manager must be notified either in writing or verbal and the employee shall receive approval prior to leaving the campus.
 - C. Should an administrator request an office staff member to work more than their contractual hours, said request must be in writing with designated hours, time period and appropriate compensation. A voucher for overtime pay shall be signed by the supervisor as well as the principal.
 - D. On a scheduled early dismissal day, office staff members will not be required to work after 1:00 pm.
 - E. If there is an early dismissal due to inclement weather, office staff must leave once the students have been dismissed or the Principal states that all office staff should leave.
 - F. All office staff members shall be entitled to the holidays set forth in the school calendar with pay. Twelve (12) month office staff members shall also be entitled to July 4 and Labor Day with pay.

Article IX Leaves of Absence

- A. Sick Leave
 1. All 12 month office staff members shall be credited with 3 personal days and 12 sick days. 10 month office staff members shall be credited with 3 personal day and 10 sick days. Upon completion of two years of service, unused sick days may be accumulated up to a maximum of 150.
 2. In the first year of employment all regular full-time office staff members are credited with one (1) sick day per month prorated from date of hire.
 3. For part-time office staff members working a fixed-schedule work week of less than five days, sick and personal time will be prorated. Part time employment is less than 30 hours per week.
 4. Unused accumulated sick days may be used only for a personal illness, except that five days may be used each school year for family emergency or illness in the immediate family (parent, spouse or child).
 5. A statement of accumulated sick leave shall be provided to each office staff member.
 6. All eligible office staff members will be allowed to donate sick or personal time from their unused balance in accordance with the then current Policy Guide and Procedural Manual for Monsignor Donovan High School. Office staff members shall be allowed to donate sick or personal time, and receive donated sick and personal time, to and from teachers.

B. Vacations

1. Twelve (12) month, full time (30 hours or more per week) office staff shall be entitled to vacation days as follows:
 - a. Upon the completion of one year of service, five days will be credited.
 - b. Upon completion of the second year of employment and thereafter, 10 days will be credited.
 - c. Upon completion of twenty years of service, 5 additional days will be credited, totaling a maximum of fifteen days.
2. Vacation days shall be taken upon written approval of the office staff member's supervisor or Principal.

C. Exam Week

Office staff shall get 2 days of their choice off during exam week in January. These days will not be counted against sick, personal or vacation time. If work duties preclude the office staff member from taking these 2 days during this week, the days may be deferred to another time.

D. Bereavement

1. An office staff member is entitled to up to three (3) days leave with full pay for death in the immediate family. Immediate family is defined as natural child, step child, adopted child, spouse, parent, parent-in-law, brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, step-parent, step brother, and step sister.
2. In the event of the death of an uncle, aunt, niece or nephew, one (1) day of bereavement leave may be taken with full pay.
3. Under special circumstances, one (1) additional bereavement day may be granted at the discretion of the Administration.

- E. Short Term Disability, Long Term Disability and Family Leave shall be provided pursuant to the then current Diocesan Policy.

Article X Office Staff Promotions and Vacancies

- A. All promotional opportunities or newly created office staff positions shall be posted for ten (10) work days. A copy of said notice shall be given to the Union President at the time of posting. Office staff members shall submit their application in writing to the Principal. No position shall be filled until all applications submitted within the ten (10) work days have been considered.
- B. Transfers- Any office staff member interested in a lateral transfer should make his/her interest known by submitting a letter to the Principal indicating same.

Article XI Addition or Change to Job Duties

- A. In the event of any proposed re-classification of positions covered by this Agreement, the Principal will consult with a Union representative regarding the re-classification and prior to its implementation. The

School recognizes its duty to negotiate with the Union regarding any increase or decrease in compensation that may be applicable. However, the School maintains its right to re-classify positions in accordance with its operational needs.

- B. Assignment of additional work must be authorized by the direct supervisor and the Principal.
- C. The School shall provide training to office staff members at the School's expense when new technology is integrated into the work place. Affected office staff member(s) shall be released from work assignments during the workday to receive said training.

Article XII Evaluations

- A. All 12 month office staff members shall be evaluated by June 30th and 10 month office staff members by May 30th of each year by the supervisor.
- B. The office staff member will meet with their supervisor to discuss the evaluation.
- C. The office staff member shall have the right to respond to the written evaluation in writing, such response shall be attached to the copy of the evaluation that is placed in the office staff member's personnel file.
- D. All personnel files are to be treated confidentially. Personnel files can only be reviewed by administration (the School and St. Joseph's Parish), School's counsel, the employee, and anyone else to whom the employee has granted written consent. An office staff member shall have the right to inspect his/her personnel file at reasonable times during the regular business hours of the School and to respond in writing to any item in the file. Such responses are to be made a part of the file. The office staff member may be accompanied by a representative of choice when reviewing her file and has the right to receive copies of any item in her personnel file, exclusive of employment references.

Article XIII Reduction In Force

- A. When there is a reduction in force, the Union shall be notified six (6) days before the implementation and the Union shall have the right to make proposals that may either rescind or affect the way the reduction is implemented.
- B. In the event of a reduction in force within the office staff, the School shall not be bound by seniority and shall consider the qualifications, experience, expertise, particular skill levels and performance of the affected office staff members in relation to the most effective and efficient operations of the School.
- C. Severance payments in the event of a reduction in force shall be as follows:

LENGTH OF SERVICE	BENEFIT
0-6 months	0
6 months to 2 years	2 weeks
2 years	3 weeks
3 years	4 weeks
4 years	5 weeks
5 years	6 weeks
6 years	7 weeks
7 years	8 weeks

8 years
9 years
10-15 years
15 +

9 weeks
10 weeks
11 weeks
12 weeks

Article XIV Essential Function

If an office staff member is deemed to perform an essential function (time sensitive material) as determined by the Principal, and is required to work on a snow day or during a pre-scheduled holiday, that office staff member shall receive the appropriate time in the form of a Personal Day to compensate for time worked.

Article XV Benefits

Only full-time office staff members will be eligible to participate in the health insurance plan offered by the Diocese of Trenton.

I. OFFICE STAFF MEMBERS HIRED AFTER SEPTEMBER 1, 2008:

- a. **Effective September 1, 2011**, office staff members shall be subject to the same health plan options, coverage levels and/or premium contribution amounts in existence during the 2010-2011 school year.
- b. **Effective January 1, 2012 and thereafter**, the School will provide at no cost to the office staff member the single \$1,500/\$3,000 Health Savings Account ("HSA") plan option once the office staff member has met the eligibility requirements under the plan. Office staff members may select additional coverage options under the HSA \$1,500/\$3,000 plan (employee/spouse, parent/child, family) and pay the difference in premium cost between the single coverage and the option selected through payroll deductions.

II. OFFICE STAFF MEMBERS HIRED BEFORE JULY 1, 2004:

- a. **Effective September 1, 2011**, office staff members shall be subject to the same health plan options, coverage levels and/or premium contribution amounts in existence during the 2010-2011 school year.
- b. **Effective January 1, 2012**, and subject to the restrictions on availability of coverage/plan options as set forth in the April 17, 2009 Memorandum:
 - Office staff members shall be offered coverage under either the Managed Choice POS or HSA plan. Those office staff members who select the POS medical plan shall pay 5% of the cost to the School for the either the single or parent/child coverage level through payroll deductions. The School will offer the HSA \$1,500/\$3,000 plan at no cost to the office staff member for the single or parent/child coverage level.
 - An office staff member who selects either the family or employee/spouse coverage option under the POS or HSA will contribute to the cost of such coverage (in addition to the 5% contribution under the POS) through payroll deductions pursuant to the following formula based on years of continuous service with the School as of April 17, 2009:

0-5 years	100%
After 5 years	75%
After 10 years	50%
After 15 years	25%
After 20 years	0

- c. **Effective January 1, 2013**, the freeze on the accumulation of years of service for purposes of contributions for dependent coverage as set forth in the April 17, 2009 Memorandum shall be lifted:
- Those office staff members who select the POS medical plan shall pay the difference between the cost of the POS plan and the cost of the parallel HSA coverage option selected (single, employee/spouse, parent/child, family) through payroll deductions.
 - The School will offer the HSA \$1,500/\$3,000 plan at no cost to the office staff member for the single or parent/child coverage level. An office staff member who selects either the family or employee/spouse coverage option under the HSA will contribute to the cost of such coverage through payroll deductions pursuant to the following formula based on years of continuous service with the School determined as of January 1, 2013.

0-5 years	100%
After 5 years	75%
After 10 years	50%
After 15 years	25%
After 20 years	0

III. OFFICE STAFF MEMBERS HIRED AFTER JULY 1, 2004 BUT BEFORE SEPTEMBER 1, 2008:

- a. **Effective September 1, 2011**, office staff members shall be subject to the same health plan options, coverage levels and/or premium contribution amounts in existence during the 2010-2011 school year.
- b. **Effective January 1, 2012**, and subject to the restrictions on availability of coverage/plan options as set forth in the April 17, 2009 Memorandum:
- Office staff members shall be offered coverage under either the POS or HSA plan. Those office staff members who select the POS medical plan shall pay 5% of the cost to the School for the single coverage level through payroll deductions. The School will offer the HSA \$1,500/\$3,000 plan at no cost to the office staff member for the single coverage level.
 - An office staff member who selects either the parent/child, family or employee/spouse coverage option under the POS or HSA will contribute to the cost of such coverage (in addition to the 5% contribution under the POS) through payroll deductions pursuant to the following formula based on years of continuous service with the School as of April 17, 2009:

0-5 years	100%
After 5 years	75%
After 10 years	50%
After 15 years	25%
After 20 years	0

- c. **Effective January 1, 2013**, the freeze on the accumulation of years of service for purposes of contributions for dependent coverage as set forth in the April 17, 2009 Memorandum shall be lifted:

- Those office staff members who select the POS medical plan shall pay the difference between the cost of the POS plan and the cost of the parallel HSA coverage option selected (single, husband/wife, parent/child, family) through payroll deductions.
- The School will offer the HSA \$1,500/\$3,000 plan at no cost to the office staff member for the single coverage level. An office staff member who selects either the parent/child, family or employee/spouse coverage option under the HSA will contribute to the cost of such coverage through payroll deductions pursuant to the following formula based on years of continuous service with the School determined as of January 1, 2013:

0-5 years	100%
After 5 years	75%
After 10 years	50%
After 15 years	25%
After 20 years	0

C. Waiver of Health Insurance

1. Office staff members who waive their medical benefits will receive \$1,500 each year.
2. For any eligible full time office staff member who previously waive coverage and elects to enroll in the medical plan, and similar to office staff hired after September 1, 2008 as set forth above, the School will provide at no cost to the office staff member the single \$1,500/\$3,000 HSA plan option once the office staff member has met the eligibility requirements under the plan. Office staff members may select additional coverage options under the HSA \$1,500/\$3,000 plan (employee/spouse, parent/child, family) and pay the difference in premium cost between the single coverage and the option selected through payroll deductions.

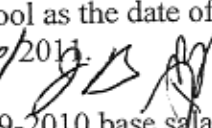
- D. The full time office staff members will receive life insurance, short term and long term disability insurance at no cost to the member.
- E. All full time office staff members hired on or before October 1, 2005 are eligible for the Diocese of Trenton defined benefit pension plan.
- F. All office staff members hired before August 31, 2008 shall receive tuition assistance for their natural or adopted children attending either the St. Joseph's Grade School or the Monsignor Donovan High School based on years of continuous service in the School under the following formula:

Years of Service	First Child	Second Child	Third Child	Fourth Child
Up to 5	50%	50%	50%	50%
5-10	100%	75%	50%	50%
11-15	100%	100%	75%	50%
16-20	100%	100%	100%	75%
20 +	100%	100%	100%	100%

All office staff members hired after August 31, 2008 will receive tuition assistance according to the above formula for their natural or adoptive children attending Monsignor Donovan High School only.

- G. All application, placement test, registration and re-registration fees for Monsignor Donovan High School and St. Joseph Grade School are waived for office staff members hired prior to August 31, 2008.

Article XVI Salaries

- A. For the 2010-2011 school year, each office staff member employed by the School as the date of ratification by the School and the Union will receive \$1,000, to be paid by 10/30/2011. 
- B. For the 2011-2012 school year, 2.5% (inclusive of increment) added to the 2009-2010 base salary amount mutually agreed upon by the parties, to be distributed pursuant to a salary guide mutually developed and agreed upon by the School and the Union.
- C. For the 2012-2013 school year, 2.5% (inclusive of increment) to be distributed pursuant to a salary guide mutually developed and agreed upon by the School and the Union.
- D. For the 2013-2014 school year, 2.5% (inclusive of increment) to be distributed pursuant to a salary guide mutually developed and agreed upon by the School and the Union.

Article XVII Extra-Curricular Activities

- A. Should an office staff member be required to work an extra-curricular activity, that member shall be compensated with the appropriate overtime compensation.
- B. If an extra-curricular activity is in the office staff member's job description, he/she shall be compensated with the appropriate overtime compensation. This includes Freshmen Registration.

Article XVIII Dismissal Procedures

All references to "year" means school year

- A. During first year of continuous employment, any office staff member may be dismissed immediately with or without cause, with no right to appeal to the Pastor or Diocese of Trenton and no eligibility for severance.

- B. After completion of one year and up to three years of continuous employment:

For Cause: An office staff member may be dismissed immediately with cause and no eligibility for severance. An office staff member may appeal the immediate dismissal with cause to the Pastor within 7 days of notice of decision to terminate. If dissatisfied with decision of the Pastor, the office staff member may file a grievance within 7 days of receipt of decision of the Pastor pursuant to the grievance procedure. In lieu of invoking the grievance procedure, the office staff member may also file an appeal with the Office of Human Resources of the Diocese of Trenton.

Notice/Nonrenewal: An office staff member may be dismissed during the work year upon 30 days notice, or nonrenewed at the end of the work year. Any office staff member who is dismissed based upon 30 days notice or nonrenewed may appeal the dismissal or nonrenewal to the Pastor within 7 days of notice of the decision. If dissatisfied with the decision of the Pastor, the office staff member may file a grievance within 7 days of receipt of the decision of the Pastor pursuant to the grievance procedure. In lieu of invoking the grievance procedure, the office staff member may also file an appeal with the Office of Human Resources of the Diocese of Trenton. The Office of Human Resources will conduct an investigation, gather written explanations from all parties involved, and issue a report on its findings.

Office Staff members who are nonrenewed at the end of their work year shall be eligible for severance in accordance with the schedule in Article XIII, Reductions in Force.

- C. After completion of three years of continuous employment:

For Cause: An office staff member may be dismissed immediately with cause and no eligibility for severance. The office staff member may appeal the immediate dismissal with cause to the Pastor within 7 days of notice of decision to terminate. If dissatisfied with the decision of the Pastor, the office staff member may file a grievance within 7 days of receipt of the decision of the Pastor pursuant to the grievance procedure. In lieu of invoking the grievance procedure, the office staff member may also file an appeal with the Office of Human Resources of the Diocese of Trenton.

Notice/Nonrenewal: An office staff member may be dismissed during the work year upon 60 days notice, or nonrenewed at the end of the work year. Any office staff member who is dismissed based upon 60 days notice or nonrenewed may appeal the dismissal or nonrenewal to the Pastor within 7 days of notice of decision. If dissatisfied with decision of the Pastor, the office staff member may file a grievance within 7 days of receipt of the decision of the Pastor pursuant to the grievance procedure. In lieu of invoking the grievance procedure, the office staff member may also file an appeal with the Office of Human Resources of the Diocese of Trenton. The Office of Human Resources will conduct an investigation, gather written explanations from all parties involved, and issue a report on its findings.

Office staff members who are nonrenewed at the end of their work year shall be eligible for severance in accordance with the schedule in Article XIII, Reductions in Force.

- D. Any office staff member, after one year of continuous employment, who is dismissed for serious and public immorality, violation of the Christian Witness Statement and/or public rejection of official doctrine or laws of the Church may appeal his/her dismissal to the Pastor within 7 days of notice of dismissal. Any appeal of an adverse decision from the Pastor can only be take to the Director of Human Resources of the Diocese of Trenton.

Article XIX Miscellaneous

- A. There shall be no individual agreements with office staff members.

- B. This Agreement contains the full understanding between the parties and cannot be modified except by a written understanding mutually acceptable to the parties.
- C. Should any provision hereof, or the application of any such provision to any person or circumstance be rendered or declared invalid by reason of existing or subsequently enacted legislation, or by a decree of a Court of competent jurisdiction, or by any order of any administration agency, State or Federal, the remainder of this agreement, or the application of any such provision to person or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Article XX Duration of Agreement

This Agreement shall be in effect from September 1, 2011 to August 31, 2014.



10/7/11

for John P. Gombert, Director 10/7/11

Office Staff Salary Guide 2011-2012

Step	Salary based on 40 hours
1	\$17641.00
2	\$17941.00
3	\$18350.00
4	\$18851.00
5	\$20061.00
6	\$21606.00
7	\$22816.00
8	\$24026.00
9	\$25226.00
10	\$26426.00
11	\$27626.00
12	\$28826.00
13	\$30026.00
14	\$31478.00
15	\$32678.00
16	\$33878.00

Off Scale = 2.5%

Advanced Skills: The salary for any office staff determined to have advanced skills shall be increased by \$5900.00 above their base level.

Work week total	Percentage of Appropriate Step
20 hours	50% of listed Salary
25 hours	62.5% of listed Salary
30 hours	75% of listed Salary
35 hours	87.5% of listed Salary
37.5 hours	93.75% of listed Salary
40 hours	100% of listed Salary

Any office staff that has completed 20 years of service will receive a \$500 longevity each year.

 1/27/12

 1/31/12

Office Staff Salary Guide 2012-2013

Step	Salary based on 40 hours
1	\$17998.00
2	\$18082.00
3	\$18389.00
4	\$18809.00
5	\$19323.00
6	\$20563.00
7	\$22146.00
8	\$23387.00
9	\$24627.00
10	\$25857.00
11	\$27087.00
12	\$28317.00
13	\$29547.00
14	\$30777.00
15	\$32265.00
16	\$33495.00

Off Scale = 2.5%

Advanced Skills: The salary for any office staff determined to have advanced skills shall be increased by \$6050.00 above their base level.

Work week total	Percentage of Appropriate Step
20 hours	50% of listed Salary
25 hours	62.5% of listed Salary
30 hours	75% of listed Salary
35 hours	87.5% of listed Salary
37.5 hours	93.75% of listed Salary
40 hours	100% of listed Salary

Any office staff that has completed 20 years of service will receive a \$500 longevity each year.

[Signature] 1/27/12

[Signature]
1/31/12

Office Staff Salary Guide 2013-2014

Step	Salary based on 40 hours
1	\$18154.00
2	\$18448.00
3	\$18534.00
4	\$18849.00
5	\$19280.00
6	\$19806.00
7	\$21078.00
8	\$22700.00
9	\$23972.00
10	\$25242.00
11	\$26503.00
12	\$27764.00
13	\$29025.00
14	\$30286.00
15	\$31546.00
16	\$33071.00

Off Scale = 2.5%

Advanced Skills: The salary for any office staff determined to have advanced skills shall be increased by \$6200.00 above their base level.

Work week total	Percentage of Appropriate Step
20 hours	50% of listed Salary
25 hours	62.5% of listed Salary
30 hours	75% of listed Salary
35 hours	87.5% of listed Salary
37.5 hours	93.75% of listed Salary
40 hours	100% of listed Salary

Any office staff that has completed 20 years of service will receive a \$500 longevity each year.

*the guides may change from contract to contract

John Bel 1/27/12

WJ
1/31/12