

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FEDERATION OF CATHOLIC TEACHERS

AND

NOTRE DAME SCHOOL OF MANHATTAN

SEPTEMBER 1, 2021 - AUGUST 31, 2024

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CONTRACT

This Agreement is entered into on the 1st day of September, 2021, effective as of September 1, 2021, by and between the FEDERATION OF CATHOLIC TEACHERS (hereinafter sometimes referred to as the "Union"), and the NOTRE DAME SCHOOL OF MANHATTAN (hereinafter sometimes referred to as the "School" or "Employer").

WITNESSETH

WHEREAS the Union and the School recognize and declare that providing a quality education for the children who attend the School is their mutual aim; and

WHEREAS the Union recognizes the non-profit nature of the School, that it is largely a non-tax supported school, primarily dependent upon tuitions and free will offerings of the people and that, accordingly, it is not comparable in its funding to a tax supported system; and

WHEREAS the total faculty consists of lay and religious teachers and that, where negotiations of terms and conditions of employment for lay teachers could affect religious teachers in any way, the Union acknowledges the right of the School to consult with the religious teachers and with their religious superiors; and

WHEREAS the Union recognizes the uniqueness of the School in that it is a Roman Catholic school committed to providing exemplary academic education that integrates Catholic teachings and to supporting parents who have chosen Catholic education for the formation of their children in the faith; and

WHEREAS the School recognizes the importance of the lay teachers employed by the School and covered by this Agreement as qualified educators whose contributions to the educational policies and programs are valued; and

WHEREAS the parties have reached certain understandings which they desire to confirm in this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I RECOGNITION

- A. Pursuant to a certification in Case No. SEE 44654 of the New York State Labor Relations Board, the School hereby recognizes the Union as the exclusive representative, for the purposes of collective bargaining, of all full-time and regular part-time lay teachers, guidance counselors and librarians employed at the School but excluding religious, supervisors, and all other employees.
- B. Unless otherwise indicated, the term "teacher," when used in this Agreement, shall refer to all professional employees covered by this Agreement and described above and references to one sex shall be deemed to include the opposite sex.
- C. The terms "School" or "Employer" shall refer to the School, its President, Principal and officially designated representatives.

- D. The terms “President” or “Principal” shall refer to the President and Principal of the School or their duly authorized representative(s).

**ARTICLE II
STATEMENTS OF POLICY**

- A. The President of the School has the inherent and sole right to administer the School.
- B. The President of the School reserves all rights to administer the School except those rights specifically yielded by the terms and conditions of this Agreement.
- C. The President of the School reserves all rights to implement, publish and enforce all rules, regulations, policies and procedures not in conflict with the specific terms and conditions of this Agreement.

**ARTICLE III
MATTERS NOT CONTAINED IN THE AGREEMENT**

- A. The parties to this Agreement stipulate that all items presented for negotiations have been discussed during the negotiations leading to this Agreement, and therefore, agree that throughout the period of time prior to reopening of negotiations as provided for below, negotiations will not be reopened on any item whether contained herein or not, and whether discussed during negotiations or not, unless expressly provided for in writing in this Agreement.
1. The School agrees to meet and discuss with the Union on any substantive change(s) in working conditions contemplated by the School which is a proper subject of collective bargaining and which affects all teachers in the School prior to the implementation of said change(s).
 2. Normal educational, administrative and other directives and bulletins issued by the Employer and other appropriate offices not in conflict with the express terms and conditions of this Agreement are specifically excluded from this Section.

**ARTICLE IV
PAST PRACTICES**

Except as specifically provided to the contrary herein, all previous agreements and past practices between the School and the Union and/or a teacher shall be superseded by this Agreement.

**ARTICLE V
GRIEVANCE AND ARBITRATION**

- B. It is the declared intention of the parties to make a sincere and determined effort to settle all alleged grievances on a voluntary and informal basis and the specific limitation of this Section to alleged violations of express terms or conditions of this Agreement is not intended to preclude discussion between the Union and the School at each level on matters of mutual concern.
- C. The parties to this Agreement, both on the School/Teacher level and on the School/Union level, are permitted and encouraged to meet and discuss informally any alleged violation of this Agreement. At this stage of the Grievance and Arbitration procedure, where the teacher is the aggrieved party, he/she may take the matter up directly with his/her Employer or he/she may have the assistance of the Union in doing so. Should the parties be unable to resolve the alleged violation in an informal manner, the formal Grievance and Arbitration procedure

described herein under shall be available to either party. When a teacher seeks to invoke the formal Grievance and Arbitration procedure, the teacher must submit his/her alleged grievance to the Union which will have the sole responsibility and discretion for processing the grievance complaint.

- D. The parties expressly agree that the statements made during the informal discussions referred to hereinabove may not be quoted by the opposing party during the formal proceedings. (This provision is not intended to preclude the use of this information if it is obtained from other sources or on another occasion or to diminish the substantive rights of the aggrieved party.)
- E. Notwithstanding any procedures used by the parties during the informal stage referred to hereinabove, the parties agree that the formal Grievance and Arbitration procedures contained herein must be strictly adhered to by the complaining party and that any violation of these time limits shall, in and of itself, constitute good and valid grounds for the dismissal of the formal grievance complaint.
- F. Should there be an unresolved allegation of a violation of an express obligation under a term or condition of this Agreement, the complaining party shall submit to the other party a written statement describing said violation and citing the section of this Agreement, by Article Number or Title heading, which expressly contains the term or condition alleged to have been violated. The grievance will be deemed waived, and the complaining party will be barred from filing a grievance, unless said written statement is submitted to the other party within twenty-five (25) school days after the act or condition upon which the grievance is based was known, or should have been known, to the complaining party. In no event may the grievance be submitted beyond six months after said act or condition occurred. For purposes of this provision, the Union will be deemed to know of said act or condition at such time as a grieving teacher knew or should have known of said act or condition. Where the School is the grievant, it will be deemed to know of said act or condition at such time as the Employer knew or should have known of said act or condition.
- G. Said written statement shall be submitted to the School if it is a grievance filed by a Union member or the Union, or to the local Union delegate and the Union President if it is a grievance filed by the Employer.
- H. If the complaint is not satisfactorily resolved within seven days after receipt of said written notice, the complaint shall be referred, within ten days, to a Grievance Committee composed of one representative of the School and of the Union respectively. Should an agreement satisfactory to both parties not be reached within twenty days after receipt of the aforesaid notice, the complaint may be submitted to arbitration by an impartial arbitrator selected by the parties hereto.
- I. If no mutual selection of an arbitrator is obtained within ten days from the date of the submission of the grievance to arbitration, the selection of the arbitrator and the arbitration shall be conducted under the rules of the American Arbitration Association, Labor Arbitration Panel.
- J. The decision of the Arbitrator shall be final and binding upon both parties and the award of the Arbitrator may be confirmed by any court having jurisdiction thereof. The fees and costs of the arbitration shall be shared equally by the parties to this Agreement.
- K. Where a grievance has been filed and cannot be resolved prior to the end of the school year as provided for herein or is filed subsequent to the end of the school year, and which, if left unresolved, could result in serious harm to any person or party, the time limits contained herein

shall be reduced and the procedures contained herein shall be expedited to the extent practicable.

**ARTICLE VI
ANNUAL AGREEMENT OF EMPLOYMENT**

- A. To the extent practicable, when the Employer determines to hire a teacher for the first time it shall provide said teacher with a copy of the Agreement in effect between the Union and the School before said teacher signs the Annual Agreement of Employment attached hereto as Appendix "A 1" and "A-2", or such other revised Annual Agreement as agreed to by the Union and School.
- B. Where a teacher and the School mutually agree to renew the teacher's Annual Agreement of Employment for the following school year, the Employer shall offer said Annual Agreement of Employment on or before April 1st. The teacher shall accept such offer on or before April 15th.
- C. A teacher who is not returning to his/her teaching assignment for the following school year must notify his/her Employer in writing not later than the preceding April 15th.
- D. Should the School determine not to renew a teacher's Annual Agreement of Employment for the following school year, the School shall notify said teacher in writing not later than the preceding April 15th.
- E. The School shall forward to the Union on or before October 30th of each school year, the names, addresses and, upon authorization of the teachers, home phone numbers and e-mail addresses of faculty members covered by this Agreement. In addition, the School shall submit to the Union a supplemental list by February 1st of each school year, listing the names with the same information required above for any teachers covered by this Agreement and newly hired after the initial submission required by this Paragraph "E".
- F. The School shall provide to the Union by May 1st a copy of all Annual Agreements of Employment entered into by the preceding April 15th for the following school year. Copies of any Annual Agreements of Employment entered into after April 15th and not provided to the Union by the School by May 1st shall be provided to the Union within five days of the teacher's acceptance of the Annual Agreement of Employment.
- G. For Annual Agreements of Employment entered into as of the date of this Agreement for the school year commencing as of September 1, 2014, the School shall provide a list of all teachers with correct salary to the Union as soon as they are available.

**ARTICLE VII
TEACHING ASSIGNMENTS**

- A. Teachers shall be informed of teaching positions open in the School for the following school year on or before April 16th, where said openings are known to the School on or before April 15th.
- B. To the extent practicable, the Principal or his/her representative shall consider a teacher's preference for a teaching assignment for the coming school year when said preference is submitted in writing between April 1st and April 30th.
- C. Except in extreme cases or due to circumstances beyond the control of the School, teaching assignments for the coming school year shall be provided to each teacher by July 31st.

- D. In the event a change in a teacher's teaching assignment is made as per Paragraph "C" above, it shall be made only after the teacher has had an opportunity to discuss the proposed change with the Principal and/or his/her representative. If after such discussion a teacher requests a written statement from the Principal, it shall be provided.
- E. Subject to the provisions of Paragraphs "C" and "D" above, the decision of the Principal and/or his/her representative concerning annual teaching assignments of non-tenured teachers and tenured teachers with less than ten (10) years of service in the School shall be final and binding and not subject to review or to the Grievance and Arbitration provisions of this Agreement.
- F. Subject to the provisions of Paragraphs "C" and "D" above, in the event that a tenured teacher with ten (10) or more years of service at the School wishes to protest a proposed reassignment, such claim must be made in writing to the President or his/her representative. The decision of the President shall be final and binding and not subject to another review or to the Grievance and Arbitration provisions of this Agreement.

**ARTICLE VIII
CLASSROOM EVALUATION**

- A. Teachers, during their first full year of employment, shall be evaluated at least twice during the first semester and once during the second semester by the Principal or his/her representative.
- B. After a teacher's first full year of employment, each non-tenured teacher shall be evaluated at least once a semester by the Principal. Tenured teachers shall be evaluated at the discretion of the Principal.
- C. Each evaluation shall be based on a classroom observation of a reasonable length of time following a prior discussion between the Principal and his/her representative and the teacher and at least five (5) days notice of the scheduling of the observation unless a shorter period is mutually agreed upon in advance of the observation. Unless not practicable, the evaluator and the teacher shall discuss the lesson plan for the classroom evaluation in advance of the observation.
- D. The teacher shall receive a copy of the entire written evaluation report within ten days after each evaluation together with a notice advising the teacher of his/her right to request, within five (5) days after his/her receipt of the report, a post-evaluation conference which will be held before the teacher signs said evaluation at said meeting. Should the teacher so desire, he/she may request a second evaluation at said meeting.
- E. Consideration shall be given to the teacher's classroom program when scheduling classroom visits.
 - 3. For purposes of completing a Teacher Observation, the School will use the form of report attached hereto as Appendix "F-1", or such revised Teacher Observation Report as agreed to by the Union and the School.

**ARTICLE IX
TEACHER PERFORMANCE FILE**

- A. A file shall be maintained in the School containing the record of said teacher performance in the School. A teacher's Performance File shall contain the following material:
 - 1. Formal evaluations of his/her teaching performance in the School.
 - 2. A signed resume of professional accomplishments, commendations and acknowledgements.
 - 3. A summary of the times a teacher is absent or late per semester.
 - 4. A record of total accumulated sick leave.
 - 5. Memos from administrative personnel to the teacher concerning his/her employment.
- B. Letters or e-mails addressed to the School from parents concerning the performance of a teacher shall not be placed in the Performance File nor shall quotes from such letters or e-mails be included.
- C. A teacher shall have the right to examine his/her file upon request to the Principal and shall be permitted to have material in his/her file reproduced at his/her own expense either by the teacher or by the Principal at the Principal's discretion.
- D. A teacher shall have the right to review, sign and/or attach a signed rebuttal to all material prior to its being placed in his/her Performance File.
- E. Should a teacher feel that material included in his/her Performance File is inaccurate and/or inappropriate and should be removed, he/she may, within five days of being notified that said material will be inserted in his/her file, file a written request with the School President that said material be amended and/or removed. Should the President or his/her representative determine that the material in question is inaccurate and/or inappropriate, he/she shall direct that the material be amended and/or removed. The decision of the President or his/her representative concerning said request shall be final and binding and shall not be subject to review or appeal according to the provisions of Article V (Grievance and Arbitration).
- F. Should a teacher decline to sign an evaluation of his/her teaching performance within ten days after the presentation of said evaluation, the Principal may insert the evaluation in the teacher's file without further delay provided he/she includes a written statement from a witness that the evaluation has been presented to the teacher for his/her signature.

**ARTICLE X
TENURE**

- A. 1. For purposes of this Agreement tenure shall be defined as: "A guarantee given teachers that their employment shall continue so long as the service they render remains satisfactory and that the School shall follow a predetermined procedure if there is cause for dismissal."
- 2. Appropriate New York State Certification shall be defined as:
 - a) Secondary Level: Permanent or Professional Certification. A teacher who is assigned to teach Religion and/or theology and who possesses a Master's in Religion, Religion Studies, Religious Education and/or theology from an accredited Catholic college or university, and who otherwise has completed all requirements to be eligible for New

York State Permanent Certification, shall be deemed to possess such certification for such time as such certification is not issued by New York State. In the event that said certification in religion is ultimately granted by the State, said certification shall be a condition of achieving tenure pursuant to this Article in the future.

- b) The decision to grant tenure to teachers with certification in areas other than those noted above shall be within the sole discretion of the Principal.
- B. A non-tenured teacher employed at the School shall be granted tenure effective September 1st of the school year following the completion of the following conditions:
- 1. He/she has completed four consecutive full years of teaching experience at the School; and
 - 2. He/she has earned his/her Baccalaureate Degree; and
 - 3. He/she is offered reemployment in writing for the following school year in the School and he/she accepts said offer according to the provisions of Article VI (Annual Agreement of Employment) above.
- C. A non-tenured teacher employed at the School shall be granted tenure effective September 1st of the school year following the completion of the following conditions:
- 1. Failure to earn said six credits for each school year shall cause a tenured teacher to be employed as a non-tenured teacher for the following school year and for each school
 - 2. year thereafter until the teacher has earned the total cumulative credits required herein or until the teacher has earned his/her appropriate certification, whichever occurs first, except that where a teacher is prevented from gaining said six credits in a year due to serious illness or other compelling reason, and requests a waiver in writing, he/she shall be entitled to such waiver twice, provided he/she submits proper documentation in support of his/her request to his/her Principal.
 - 3. Should a teacher wish to request a waiver from this requirement other than as provided for in Paragraph "C-2" above, he/she may do so in writing to the Principal. The Principal shall be under no obligation to grant such waiver.
 - 4. For purposes of this paragraph, the school year shall extend from September 1st through August 31st.

**ARTICLE XI
TERMINATION AND NON-RENEWAL OF EMPLOYMENT
OF NON-TENURED TEACHERS**

- A. A non-tenured teacher may be terminated during the school year at the discretion of the School within the first ninety school days of his/her employment.
- B.
 - 1. Notwithstanding any other provision of this Agreement, a non-tenured teacher who has been employed for more than ninety school days may be terminated during the school year at the discretion of the School. Said termination shall be effective forty-five days after the receipt of the School's notice or shall be effective immediately with the teacher being paid forty-five days' pay, in lieu of said notice, at the discretion of the Principal.
 - 2. Non-tenured teachers in their first year of employment shall receive no less than thirty days of notice of termination during the first ninety school days or, in lieu thereof, shall be paid thirty days pay. The decision to provide notice or pay shall be at the discretion of the Principal.

- C. The Employer may immediately terminate the employment of a non-tenured teacher for cause.
- D. Where a non-tenured teacher who has been employed for more than ninety school days is terminated according to Paragraphs “B” and “C” above, he/she shall be told that he/she may request and shall be given, upon request, a written statement of the reason(s) for said termination.
- E. Upon request, a teacher shall be given an oral reason why his/her contract of employment is not being renewed for a second year. The teacher shall be told that he/she may request and shall be given, upon request, a written statement of the reason why his/her contract of employment is not being renewed for a second year. Where a non-tenured teacher’s contract of employment is not being renewed and the teacher is in the process of completing his/her second consecutive full year of teaching in the same member school, said reason shall be given to the teacher in writing. The decision of the School not to renew the employment of a teacher covered by this Section and the reason(s) for said non-renewal is not subject to review or appeal pursuant to the provisions of Article V (Grievance and Arbitration).
- F. A teacher who is in the process of completing three or more years of consecutive full-time teaching experience at the School, but who has not been granted tenure or who has reverted to non-tenured status, and who is not offered reemployment shall be entitled to a written statement of the reason for not being offered said reemployment. Further, upon the written request of the Union, the decision of the School not to renew said teacher’s employment shall be subject to review by the President or his/her representative as to both the merits and the accuracy of the reason(s) cited. The decision of the President shall be final and binding and not subject to review or appeal pursuant to the provisions of Article V (Grievance and Arbitration). In cases where the Union presents documentary evidence of a course of satisfactory teaching (i.e., through class observation reports or other similar documentation); or where the Union demonstrates that the non-renewal was related to a personality conflict; or in other similar cases, the School agrees to give the teacher a neutral letter of reference.
- G. The decision to terminate or not to renew the employment of a non-tenured teacher under the provisions of this Article is not subject to the Grievance and Arbitration provision of this Agreement, except that where the School immediately terminates a non-tenured teacher for cause according to Paragraph “C” above, the Union may proceed under the Grievance and Arbitration Article to contest the termination, but only as to the question of whether or not the teacher was entitled to forty-five days notice or pay.
- H. To the extent practicable, written material intended to be used against a teacher in a hearing before an arbitrator as provided for in Paragraph “G” above, or in a hearing before the President according to Paragraph “F” above, shall be made available to the teacher, upon written request, two weeks in advance of the scheduled hearing.

**ARTICLE XII
DISCHARGE FOR CAUSE OF A TENURED TEACHER**

- A. The School may suspend for cause, a teacher covered by this Agreement. A suspension for cause of a tenured teacher is subject to the provisions of Article V of this Agreement.
- B. The School may discharge a tenured teacher for cause in the following manner only:
 - 1. Where a tenured teacher is suspended without pay prior to discharge, a Notice of Discharge and a Statement of Charges shall be mailed to said teacher and a Notice of Discharge shall be mailed to the Union not later than ten school days after the presentation of the statement of intent to institute Discharge for Cause Proceedings as provided for in Paragraph “A” above.

2. Where a tenured teacher is suspended with pay prior to discharge, a Notice of Discharge and a Statement of Charges shall be mailed to said teacher and a Notice of Discharge shall be mailed to the Union not later than thirty days after the presentation of the statement of intent to institute Discharge for Cause Proceedings as provided for in Paragraph "A" above, except the time limit for said mailing shall be extended until a final decision is made, where the validity of the charges is subject to an adjudication by a court of law.
 3. If said Notice of Discharge and Statement of Charges are not mailed as required above in Paragraphs "B.1." and "B.2.," said teacher shall be immediately reinstated, without prejudice to either party as to the suspension only, and records of said suspension shall be removed from the teacher's Performance File.
 4. Within twenty days of receipt of said Notice of Discharge and Statement of Charges, if the Union and the teacher mutually agree to protest the discharge, the Union will submit a written request by mail for a Formal Hearing on the charges made against the teacher. Should the Union not request a Formal Hearing in the manner described hereinabove within twenty days of receipt of said notice, the action of the School, as defined in the written notice, shall take effect and shall not be subject to any further review or appeal procedures.
 5. The Formal Hearing shall be held before a Hearing Officer within twenty days of receipt of said request or as soon thereafter as the Hearing Officer may schedule a Formal Hearing, unless extended by mutual consent of the parties to this Agreement.
 6. a) The Hearing Officer shall be selected by the parties to this Agreement from the mutually agreed upon panel of:
 - i) Ralph Berger
 - ii) Howard Edelman
 - iii) Susan Mackenzie
 - iv) Elliot Shriftman
 - v) Roger Maher; and
 - vi) Additional individuals mutually agreed upon by the parties.
 - b. The Panel members and Hearing procedures referred to in this Article shall likewise be adopted for appeals provided for in Article XXI (Layoff).
 - c. Should the parties not be able to mutually select a Hearing Officer within ten days of receipt of the request for a Formal Hearing, the Hearing Officer shall be selected according to a predetermined rotational sequence.
 7. The decision of the Hearing Officer, including adjustments and awards shall be final and binding upon all parties to this Agreement provided, however, that the Hearing Officer shall have no authority to add to, alter or delete any term or condition of this Agreement.
- C. Discharges pursuant to this Article are not subject to the Grievance and Arbitration provision of this Agreement.
- D. Wherever any document is required to be in writing and forwarded to a party in the proceeding, it shall be sent by Certified or Registered Mail, Return Receipt Requested.
- E. To the extent practicable, material intended to be used against a tenured teacher before a

Hearing Officer in accordance with this Article, shall be made available to the Union, upon written request, two weeks in advance of the scheduled Hearing.

- F. Non-degreed teachers with four or more years of consecutive teaching experience at the School, and who have not been granted tenure under the provisions of this Agreement, while continuing as non-tenured teachers in respect to all of the provisions of this Agreement, shall be deemed to be covered by the provisions of this Article, as they relate to the right of a teacher to a formal hearing, where said non-degreed teacher's employment is terminated or not renewed except in cases of Layoff where the provisions of Article XXI ("Layoff") shall apply.

ARTICLE XIII DEFINITION OF SCHOOL DAY AND SCHOOL YEAR

- A. A teacher shall be present and available, for supervisory duties only, at the School for up to, but not more than fifteen minutes before the beginning of the school day and up to, but not more than twenty minutes after the completion of the school day during each week day; excluding official school holidays, between September 1st and June 30th, unless said school year is adjusted by the School. For purposes of this Article, the school day shall begin at such time as the students are required to be present.
- B. A teacher shall receive a minimum of a forty (40) minute duty free lunch period during each normal school day.
- C. On liturgy days, value days, assembly days and those days when faculty meetings are conducted, the School shall, where practicable, schedule a thirty (30) minute duty free lunch for all bargaining unit members.
- D. Subject to the conditions listed below, teachers shall be paid 1/180th of their annual salary for each day or any part of any day on which a teacher is required to be present at school for any purpose.
 - 1. The following activities shall not be charged against the above cited total of 180 days:
 - a) Orientation for newly hired teachers;
 - b) Voluntary school visits in preparation for the start of the school year or other voluntary Activities
 - c) Open house; and
 - d) Overnight retreats, field trips, college visits, senior trips, etc. These activities shall be voluntary
 - 2. This paragraph shall not be effective should the School be required by applicable law and/or governmental regulation to extend the school year beyond 180 days. In addition, this paragraph shall not apply to faculty members not employed as full-time classroom teachers nor to such teachers otherwise engaged in athletics or other extra-curricular activities.

- E. On June 15th of each year or three days before the schedule is published, whichever is sooner, the school shall send the tentative academic calendar for the following year including: start dates, holidays, winter, Christmas and spring breaks as well as exam calendars as best known.

ARTICLE XIV PREPARATION PERIODS

- A. The School shall continue its current practice of providing preparation periods to faculty members and shall in no event provide faculty members less than one preparation period per day in the absence of unusual circumstance.
- B. Teachers assigned Preparation Periods shall remain available for any assignments necessitated by unusual and/or nonrecurring circumstances, including, but not limited to, class coverages as provided for in Article XVI (“Coverages”) below, and may be so assigned by the Principal.

ARTICLE XV PARTICIPATION IN SCHOOL FUNCTIONS

- A. Unless formally excused, teachers shall be expected to participate in the following all regular school functions during normal school day such as faculty meetings, department meetings, curriculum meetings, and similar activities.
- B. To the extent practicable, the School shall endeavor to schedule said meetings and functions held outside of the normal school day on a particular weekday designated by the School Principal after consultation with the faculty.
- C. Except as otherwise noted, teachers shall not be required to attend weekend meetings. Attendance at all other events indirectly related to the educational program of the School shall be on a voluntary basis.
- D. The Principal shall schedule and conduct a meeting with the School’s Union delegate to discuss lay faculty safety concerns in connection with after school functions before the first such function of each school year.
- E. Unless formally excused, the faculty will be expected to participate in the following events that fall outside of the school day: Welcome Parents (one evening), Parent-Teacher conferences (two evenings), Open House, (one (1) Sunday in the fall or one (1) evening in the spring), Registration, (one (1) evening), Graduation, (one (1) evening), and two (2) additional events of the teacher’s choosing in accordance with sign up procedure to be established by the school.

ARTICLE XVI COVERAGES

- A. The School shall provide the Union on an annual basis as soon as practicable after the start of the school year or as otherwise agreed to by the parties, a list of substitute teachers who will be utilized on an on call basis.
- B. It is understood that where a teacher will not be in attendance as scheduled, and no substitute teacher can be obtained, the affected students will be reassigned to other teachers on a fair and equitable basis.
- C. **Lay Faculty Substitution Assignments**

1. It is agreed and understood that the Principal has, in his/her sole discretion, the unlimited right to assign lay faculty members covered by this Agreement in substitution for those faculty members who are absent or excused by the Principal. Notwithstanding the foregoing, such substitution assignments shall be made on an equitable basis in consideration of the needs of the school and fairness to the teacher. A copy of all teacher's schedules shall be given to the delegate by the first day of each school year.
2. For purposes of this Section a "substitution assignment" is defined as:
 - a) A classroom assignment given to a lay faculty member for a period of time during which the lay faculty member has a previously scheduled preparation or lunch period which is not rescheduled during the school day.
 - b) An assignment to cover a Homeroom is not a "substitution assignment."
3. The parties agree that, to the extent possible:
 - a) Substitution assignments of lay faculty members shall be made on a rotational basis among those lay faculty members who have preparation or lunch periods scheduled during the time period during which the substitution assignment is made.
 - b) To the extent practicable, substitution assignments shall be made in such a manner so as to provide each lay teacher with an average of one full preparation period (outside of lunch) during each normal school day.
4. Effective September 1, 2018, full-time faculty members shall be paid \$500 annually for the fulfillment of substitution assignments made by their Principals, or the Principals' duly authorized representatives. Such payments shall be made to faculty members employed as of June 30th of each year within thirty (30) days thereafter.
5. The School's Union representative and the Principal or his/her representative shall meet at the beginning of the school year to discuss the issue of substitution assignments and the equitable distribution of said assignments and shall meet again midyear to further review this issue.

ARTICLE XVII LEAVES

A. Regular full-time teachers shall be entitled to the following leave provisions:

1. Sick Leave

- a) A teacher shall be granted ten days of sick leave with pay each year. Unused sick days may be accumulated for use as sick leave only, up to a maximum of one hundred thirty-five (135) days. A teacher who, at the end of the then current school year has attained the 135-day maximum bank shall be paid for each unused current school year allotment of sick days at the rate of \$60 per day, such payment shall be made promptly at the end of the school year.
- b) Annually, at the end of the school year, the School shall provide a notice to each teacher in writing, of his/her accumulated sick leave days. This notice shall be in the form annexed hereto as Appendix "H".
- c) The School will establish its own "Community Sick Bank" based on the voluntary donations of days by teachers at the School. A teacher may donate up to one day per school year from

the current year's sick leave. Such day must be donated by June 30 of each year for placement in the Community Sick Bank for the following school year. Unused Community Sick Bank days shall carry over to the following year. Teachers who are afflicted with a catastrophic illness and who have exhausted their own sick bank can access the Community Sick Bank for up to ten of the Community Sick Bank days. If the School and the Union cannot agree on a person's "catastrophic illness," then the matter shall be submitted to arbitration. A teacher can make only one approved request for such additional paid sick leave during his or her employment at the School. Any Community Sick Bank days existing as of September 1, 2014, shall be retained.

2. Personal Leave

- a) Each teacher shall be granted up to four (4) days of "Personal Leave" with pay each year. A request for such leave shall be in writing. A teacher making such request shall endeavor to make it in advance of said leave, but in no event less than 72 hours in advance of said leave, except in the case of emergencies. No reason need be given for said request, it being understood by the parties hereto that the reasons for said "Personal Leave" are personal. Such leave may be limited to no more than two teachers at one time.
- b) In all cases in which a request for "Personal Leave" is made, the Principal shall respond in writing that the request has been received and is aware that the teacher is taking "Personal Leave".
- c) The third and fourth day of "Personal Leave" in a year shall be charged against the teacher's annual "Sick Leave" as provided for in Paragraph "A-1.a" above

3. Sabbatical Leave

- a. A teacher who has taught at the School for five consecutive full years after being granted tenure shall be eligible to apply for a "Sabbatical Leave" to further his/her academic or professional competency. Such leaves shall be granted only for a full school year during which year the teacher shall receive one-half the salary he/she would be eligible for as a teacher during the year he/she is on such leave. The School shall also continue to make contributions for Health and Life Insurance and Pension programs as provided for in this Agreement. A year of credit for a step increase shall be granted to the teacher on said leave .
- b. The rules and regulations governing applications for such leave and the election of applicants to whom such leave will be granted are subject to the rules and regulations previously agreed to by both parties to this Agreement. Copies of the rules and regulations will be made available by the School for distribution to eligible teachers.
- c. Such leaves shall be at the sole discretion of the Principal and the Employee. In no event shall such leaves be granted to more than one teacher during any two year period.
- d. Upon conclusion of such leave, the teacher has the right to return to the School in the position he/she had held or, in the absence of that position, to a comparable position in accordance with the provisions of Article VII ("Teaching Assignments") hereinabove, and the teacher shall continue to teach at the School for a period of at least three years, unless otherwise mutually agreed upon, except where said teacher is terminated by his/her Employer due to the elimination of his/her teaching position. Should the teacher fail to complete said three years of service, he/she shall repay all monies paid to him/her while on his/her leave on a pro-rata basis, unless mutually agreed to the contrary.

4. Academic Leave

- a. A teacher at the School may request a leave of absence without pay for purposes of furthering his/her academic or professional competency.
- b. The rules and regulations governing applications for such leave and the selection of applicants to whom such leave shall be granted are subject to the rules and regulations previously agreed to by both parties to this Agreement. Copies of the rules and regulations will be made available by the School for distribution to eligible teachers.

5. Leave for Child Related Illness

A teacher who contracts mumps, measles, chicken pox, or pink eye shall be granted up to five days of leave with pay and such leave shall not be considered as "Sick Leave" as provided for above in Paragraph "A-1".

6. Occupational Injuries

- a. Should a teacher, acting within the scope of his/her duties, suffer an injury directly related to his/her conduct as a teacher and be directed by a physician to remain away from his/her teaching duties due to such injury, he/she shall be granted up to five days of leave with pay for such absence and such leave shall not be considered "Sick Leave" as provided for above in Paragraph "A-1".
- b. In order to be granted said leave, a teacher may be required, at the discretion of the Principal, to provide medical documentation in support of his/her claim that such leave was due to said injury and said injury caused him/her to remain away from his/her teaching duties.
- c. The only injuries to be covered by the provisions of this Paragraph "6", are within the scope of his/her employment, including movement within the School premises in connection with the teachers' assigned duties. This provision would apply where a teacher of physical education was injured while participating in an act common to his/her teaching program and within the scope of his/her employment, or where a teacher is injured as a direct result of an act of a student or other similar occurrences.

7. Funeral Leave

For purposes of attending the funeral, a teacher shall be granted up to five (5) consecutive school days of "funeral leave," with pay, upon the death of any of the members of the immediate family: spouse; child; parent; sibling; parent-in-law; grandchild; or grandparent. Such five (5) days will be used within ten (10) days of the death of the family member.

8. Military Leave

A teacher may request and shall be granted a leave of absence for reasons of military service in accordance with the applicable public law.

9. Pregnancy Maternity Leave

A teacher may request and shall be granted a leave of absence for pregnancy disability and maternity leave for a period of up to twelve (12) months, effective as of the date the teacher and her physician determine she should commence such leave, according to the following conditions:

- a. The teacher puts her request for such leave in writing to the Principal.

- b. Except for the period when she is actually medically unable to perform her duties, the leave is unpaid.
- c. During the actual disability period only, the teacher may either be paid fully from her sick bank if she has an adequate number of days to cover the disability period, or receive short-term disability payments pursuant to that insurance policy, or some combination thereof. As soon as the disability period ends, the School's obligation to pay sick days also ends. If a teacher chooses to be paid sick days during this period, the School is entitled to collect the disability payments that would otherwise be available to her.
- d. Consistent with Article XX, Paragraph "A-2", a teacher on a pregnancy maternity leave shall have her health insurance continued at the school's expense, less her customary payroll contributions, for up to the first three (3) months of the leave. Should the teacher remain on leave beyond a third month and wish to continue her health insurance coverage, she must do so at her own expense by remitting the monthly cost of the premium to the School.

10. Adoption Maternity/Paternity Leave

Subject to the provisions of Paragraph "10-c" below, a teacher shall, upon written request, be granted a leave of absence without pay for a period of up to twelve (12) months, effective as of the date that the teacher legally adopts a child, and/or the birth of a child by the teacher's spouse according to the following conditions:

- a. The teacher informs the School of his/her intention to adopt a child as soon as the decision to do so is made, and no later than the date that the adoption application is formally submitted. In the case of a birth of a child by the teacher's spouse, the teacher shall inform the School of his intention to take a leave as soon as practicable. In determining the effective date of said leave and the date of return from said leave, the teacher shall, to the extent practicable, take into account the needs of the School. Where the teacher's leave is scheduled to expire during the School year, the teacher and/or School shall have the right to extend the leave until the start of the following semester or school year.
- b. At the time of said leave the teacher shall continue to be eligible for coverage under the School's health insurance plan according to Article XX, Paragraph "A-1" for a period of up to twelve (12) weeks. Such entitlement shall continue to be available to the teacher for the remainder of the leave at the teacher's option and expense. As long as a teacher's leave under this paragraph is twelve (12) weeks or less, he or she shall be entitled to salary step increases or any other entitlements, benefits or tenure credits during said leave.
- c. Upon the request of the School, the teacher shall submit documentation concerning the adoption of a child and/or birth of a child.

11. Health Leave

- a. Subject to the provisions of Paragraph "c" below, upon written request, a teacher who has completed three or more consecutive full years of teaching at the School shall be entitled to an unpaid leave of absence due to physical or mental disability for up to one year, provided the teacher submits a statement from his/her physician attesting to the existence of a physical or mental disability requiring such a leave of absence. While on such a leave of absence, said teacher shall not receive credit for tenure or for salary increment purposes or be eligible for any other benefits provided for under this Agreement except as stated in Article XX, Paragraph "A-2".
- b. A teacher who has been granted a leave of absence according to Paragraph "A" above may file a written request at least thirty days prior to the expiration of said leave of absence for

a one year extension of said leave but it is understood and agreed that the School shall not be under any obligation to grant said extension. However, in the event that a teacher who requests such an extension is eligible for and is receiving Disability Insurance or Workers' Compensation Insurance benefits beyond one year, the request for said additional one year extension shall be granted.

- c. A teacher may apply for and shall be granted an unpaid leave of absence of up to 12 weeks to care for a spouse, child or parent with a serious health condition, upon receipt of a physician's certification. At the time of said leave the teacher shall continue to be eligible for coverage under the School's health insurance plan according to Article XX, Paragraph "A-1" for a period of up to twelve (12 weeks). As long as a teacher's leave under this Paragraph is twelve (12) weeks or less, he or she shall be entitled to salary step increases or any other entitlements, benefits or tenure credits during said leave.
- d. In the event the Association of Catholic Schools (ACS) establishes a paid family leave benefit and Notre Dame School is able to use the same insurance carrier as the carrier used by the ACS, then the Employer will provide all faculty covered under this agreement with the same paid family leave benefit. Other than the cost of administration, the School shall not pay for the cost of this benefit.

12. Jury Duty

- a. A full-time teacher who is summoned to and reports for jury duty shall be paid by the School an amount equal to the difference between the amount of wages the teacher otherwise would have earned by working for the School on that day and the daily jury duty fee paid by the court, for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work for the School. The School's obligation to pay an employee for jury duty is limited to a maximum of two weeks' pay (covering a maximum of ten (10) school days only) in any one (1) year period. In order to receive payment an employee must give the School prior notice that he/she has been summoned for jury duty within twenty-four (24) hours or as soon thereafter as possible. The School shall have the right to attempt to have the teacher excused from jury duty during the School year and the teacher will cooperate in the School's effort.
- b. The teachers agree that, where possible, when they are on jury duty and are excused for the day before 12 o'clock noon, they will return to their teaching assignments, for the remainder of the school day.
- c. Where a teacher is required to fulfill a jury duty assignment, he/she shall submit to his/her Principal a certificate signed by the Clerk of the Court showing the hours of duty assigned in order to be eligible for paid leave during such time.

13. Paid Family Leave

The School will participate in the New York State Paid Family Leave program through the Archdiocese of New York and be bound by the rules of the program.

ARTICLE XVIII ATHLETIC AND OTHER EXTRACURRICULAR ASSIGNMENTS

- A. Where athletic and other extracurricular assignments are made available to teachers, they shall be made available on a voluntary basis.
- B. Teachers who accept athletic and other extracurricular assignments on a paid basis shall be paid according to a mutually agreed upon basis except that, where the activity is scheduled by the

Principal to meet at least one hour per week during a semester, the teacher who has accepted the activity on a paid basis shall be paid not less than \$150.00 per semester per activity.

ARTICLE XIX SALARY AND RELATED PROVISIONS

- A. A full-time regular teacher employed at the School shall be paid semi-monthly, on a twelve month basis, according to the teacher's appropriate annual rate of pay as provided for in the respective salary schedules appended hereto (Appendices "B," "C" and "D"). The School shall identify the regularly scheduled pay dates for the following school year(s). Should such dates be changed, the School shall likewise identify the revised pay dates. The School shall use its best efforts to schedule such pay dates to be the 15th and 30th of each month except for February 28th/29th. Appendices "B," "C" and "D" shall be increased as follows:
- a. Effective and retroactive to September 1, 2021, a wage increase of 2.75% shall be applied to the salary chart as of August 31, 2021.
 - b. Effective September 1, 2022, a wage increase of 2.75% shall be applied to the salary chart as of August 31, 2022
 - c. Effective September 1, 2023, a wage increase of 3% shall be applied to the salary chart as of August 31, 2023.
 - d. Each September 1st that this agreement is in effect the School will determine the number of years each faculty member has been teaching at the school. Based on that determination, the school will grant longevity wage adjustments as follows:
 1. Teachers who have completed four (4) years of service shall receive an annual longevity wage increase of \$750 which will be added to the rate specified for that teacher in the step chart which is appended to this agreement.
 2. Teachers who have completed ten (10) years of service shall receive an additional annual longevity wage increase of \$500 which will be added to the rate specified for that teacher in the step chart which is appended to this agreement. Teachers employed before August 31, 2021, will be required to complete three years of service to qualify for the longevity wage referred to above.
- B. Where a salary line is designated as "BA plus 15," "BA plus 30," "MA plus 15," "MA plus 30," and "MA plus 45," it is agreed and understood that the credits in addition to the "BA" and "MA" must be earned after the "BA" and "MA" has been granted to be considered as applicable for credit towards the appropriate salary line. Further credits claimed for advancement to the "MA plus 15," "MA plus 30" or "MA plus 45" salary lines must be graduate level courses or In-Service courses approved in writing by the School.
1. To be considered for salary purposes, all courses must be accepted in writing by the School as appropriate to the teacher's teaching or professional responsibilities. Further, all such courses, to be accepted, must be granted by an institution registered by the New York State Board of Regents or accredited by a regional accrediting agency, or be properly certified in writing by the New York State Department of Education as being equivalent thereto. In addition, said credits must be applicable toward a degree issued by an institution of higher learning as defined immediately above.
 2. In-Service courses approved in advance by the School and which are equivalent in course hours, level of difficulty and assigned readings and reports to the courses cited above, and are so certified by the School in writing, and which have terminal evaluations of

work, will be accepted by the School for purposes of salary increment if attendance requirements and specified passing grades are achieved, and if written confirmation of said facts is filed with the School by the teacher claiming such credit.

- C. A non-degreed teacher seeking advancement to the next appropriate salary step according to the provisions of this Section, shall submit documentation for passing grades in said courses prior to the September 1st of the year for which such advancement is requested.
- D. A teacher currently employed in at the School at the time of the signing of this Agreement and who does not presently possess a Baccalaureate Degree but who subsequently earns a Baccalaureate Degree shall be granted credit for his/her teaching experience prior to the earning of said Baccalaureate Degree. Similarly, a teacher employed subsequent to the date of this Agreement, but prior to the time he/she earns his/her Baccalaureate Degree, shall be granted credit for his/her teaching experience prior to gaining his/her degree.
- E. For the 1972-73 school year and thereafter, all salary adjustments for credits earned must be requested by the teacher in writing as soon as said credits are earned, but in no event later than the first day of the school semester starting in September or the school semester starting on or after February 1st to be recognized for salary purposes of said semester.
- F. Where a regularly scheduled payday occurs on a Saturday, Sunday or bank holiday, teachers shall be paid on the calendar day immediately preceding said Saturday, Sunday or bank holiday and said payment, if made by check, shall be payable on the date the check is required to be issued pursuant to this Section. The School shall provide for direct deposit of paychecks, if requested by a teacher.
- G. It is understood and agreed that all persons designated Department Heads shall be paid at the annual rate of \$2,000 for performing the duties of Department Heads.
- H. Where a lay faculty member is assigned to teach 31 to 36 instructional periods in a six day cycle, he/she shall receive additional compensation at the rate of 20% of his/her annual salary based on degree and step, pro-rated to the period of time during the school year when he/she must teach more than 30 instructional periods in a six day cycle. Employees receiving this additional compensation.
- I. will be expected to cover up to 31-36 student facing periods per 6-day cycle. A part-time teacher working shall be paid on a pro-rated basis based on step and degree, based on the number of classes taught compared to a full schedule of 5 classes.

ARTICLE XX TEACHER BENEFITS

- A. *Health Insurance:* Unless otherwise eligible for substantially equivalent coverage under a separate Health Plan, and, upon proper application, each full-time teacher and his/her dependents shall be eligible for the AONY Lay Faculty Employee Health Plan (Health Plan made available to all other lay employees of the New York Archdiocese) or substantially equivalent coverage, including prescription drug coverage provided that the faculty member completes all required enrollment materials and in the case of employee contributions, which shall be 10% of the premium cost thereafter and agrees to the deduction of such contribution from his/her pay checks for his/her portion of the premium expense. It is understood and agreed that the out-of-pocket maximum payments shall be capped at \$1,000 per plan year.
 - 1. A teacher of the School who has been granted a maternity leave of absence, or who is receiving disability insurance benefits pursuant to New York State Disability Insurance law, shall have

his/her health and Major Medical Insurance coverage continued for up to the first three months of the Maternity or Health Leave granted pursuant to the provisions of Article XVII (“Leaves”) above, or up to his/her date of termination, whichever occurs first. In the case of a teacher on a disability leave of absence (i.e., who is receiving disability insurance benefits pursuant to New York State Disability Insurance law), he/she shall be eligible to continue his/her health insurance coverage for an additional three months, up to a total of six months. Should said teacher wish to continue his/her coverage in the above mentioned plans beyond the period specified above, he/she may do so provided he/she pays to his/her member school, monthly and in advance, the full premium costs and, provided further, he/she is eligible for such continued coverage according to the terms of said insurance plans.

2. Full-time faculty members who retire with at least ten consecutive years of teaching at the Schools, and who retire prior to being eligible for Medicare insurance coverage, shall be eligible to continue their coverage under the then existing Health Insurance Plan at their own expense. Unless otherwise mutually agreed to by the parties to this Agreement, such coverage shall be discontinued at such time as a teacher attains the age of sixty-five or who otherwise becomes eligible, at an earlier date, for Medicare coverage. A participating retiree shall be required, as a condition of continued coverage, to make premium payments, at least one month in advance, to the School. Failure to make such payment shall result in an automatic discontinuation of

coverage as of the 1st day of the month for which premiums have not been received. Such discontinuation of coverage for non-payment of premiums shall not be subject to appeal pursuant to Article V or any other provision of this Agreement. Premium rates shall be established according to the rates charged for participating employees during the life of the Agreement. Thereafter, the rates shall be based upon the charges established for the retirees as a group.

B. *Life Insurance:* Each full-time teacher shall be provided with group life insurance coverage equal to his/her annual salary as specified in Appendices “B”, “C” and “D” of this Agreement, to be paid for by the School, subject to benefit reduction provisions and all other provisions of such Plan. Such policy shall be written so that upon termination of employment, the covered employee may be entitled to convert their insurance coverage to an individual policy.

C. *1. 401-K Qualified Retirement Plan:* The School will continue to provide the current 401-K Qualified Retirement Plan or an equivalent 401-K Plan. The School shall match the teachers’ contributions to the plan according to this paragraph. The School matching contributions shall be implemented according to the following schedule effective September 1, 2015. The School matching contribution shall be made as soon as practicable in the first quarter of the following years:

Completed Years of Service	Match Rate	Annual Maximum Contribution by School
4 or more completed months of service at the School	\$1.00 for \$1.00	\$1,000
As of the September following the completion of 5 full years of service at the School	\$1.25 for \$1.00	\$1,000
	\$1.50 for \$1.00	\$1,500

As of the September following the completion of 10 full years of service at the School		
As of the September following the completion of 15 full years of service at the School	\$1.75 for \$1.00	\$1,750
As of the September following the completion of 20 full years of service at the School	\$1.75 for \$1.00	\$2,000
As of the September following the completion of 25 full years of service at the School	\$1.75 for \$1.00	\$2,500

2. Teachers, who terminate their employment on or before the end of the academic years, August 31st, shall have their contributions matched according to their completed years of services as of the date of termination.

3. *Automatic Enrollment:* Effective September 1, 2016, all eligible teachers will be enrolled in the School sponsored 401-K Plan unless the teacher elects not to participate. Teachers hired after September 1, 2016, will be enrolled into the School sponsored 401-K Plan on the first day of the second academic year of their employment and the School will defer 1% of their wage rate at that time into their 401-K Plan account.

4. *Automatic Escalation:* The employer will offer an automatic wage escalation feature to its 401-K plan. In order to participate in the automatic escalation feature referred to in this section, an eligible teacher must authorize the employer to defer compensation into the employer sponsored 401-K Plan. Such authorization will consist of the teacher executing the automatic increase form found in Appendix "I".

For teachers participating in the automatic escalation, the School will defer 1% of their wages each year upon enrollment into their 401-K Plan account until they reach the maximum employee contribution allowed under the Plan. This deferral will be simultaneous with the wage increase.

5. In lieu of the Supplemental Pension, the School will make additional contributions to the 401-K Plan in the amount of 6.00% of salary for each teacher who (a) contributes ten dollars (\$10.00) or more per pay period to the 401-K Plan, (b) is at least 25 years old, (c) has three (3) full years at the School and (d) is employed at least twenty (20) hours per week.

- D. Pension Plan: For the term of this Agreement, the School undertakes to continue the coverage of their teachers under the Pension Plan of the Archdiocese of New York, subject to all the provisions of such Plan and subject to any change, modification, amendment or discontinuance of such Plan by the Archdiocese of New York.
1. The terms of such Plan are not incorporated herein by reference.
 2. Should the Archdiocesan Plan be discontinued, the parties agree to enter into negotiations, on the question of pension only, within thirty days of such discontinuance.
- E. *The Prescription Plan* benefit shall be provided as follows:
1. Faculty members who do not participate in the AONY Health Insurance Plan shall be reimbursed for documented prescription charges not otherwise reimbursed by insurance, up to a maximum of \$100 per year. Such amounts shall be paid with the first check in July of each year upon submission of unreimbursed prescription charges.
 2. To be eligible for such payment, faculty members must have completed their teaching assignments for the school year.
- F. *Tuition Assistance for Children of Lay Faculty Members*: Lay faculty members employed at the School and who have children enrolled at the School as full-time regular students shall be granted tuition reductions of up to a maximum of \$1,600 per year, per student, subject to the conditions listed below in Paragraphs “1” and “2”.
1. Notwithstanding the reductions provided for in Paragraph 1, above, tuition reductions shall not apply to tuition charges offset by financial assistance awarded to a student from any source.
 2. a. The waiver of tuition, in whole or in part, shall be only for the period during which the student’s parent(s) is employed as a lay faculty member at the School, but in no event for a period to exceed four years.

b. Said student shall be subject to all other conditions, fees and expenses established by the School and the student’s enrollment shall not be counted towards any teacher’s teaching load or other work assignment limitation.
- G. *Long-term Disability Insurance Plan*: Each full-time teacher shall be enrolled in the existing Archdiocese Group Long-Term Disability Insurance Plan underwritten by The Hartford, or a substantially equivalent plan. Subject to the above, the terms of the plan, including subsequent amendments, if any, shall control all determinations as to eligibility and entitlements and such terms are not incorporated into this Agreement.
- H. *Accidental Death and Dismemberment Insurance*: Effective as of the date of ratification of this Agreement, each faculty member covered by this Agreement who is regularly scheduled to work a minimum of 20 hours per week for the duration of the school year, shall be provided with Accidental Death and Dismemberment insurance coverage under a plan to be paid for by the School. The terms of the insurance policy referred to in this paragraph, including subsequent amendments if any, shall control all determinations as to eligibility and entitlements and are not incorporated into this Agreement.
- I. *Flexible Spending Accounts*: A Flexible Spending Account Program shall be made available to teachers who desire to participate in such a program according to the terms and conditions of said program.

- J. *Retirement Bonus:* The Employer shall pay retirement bonuses to those teachers with thirty (30) years or more of experience at the School who retire according to the following schedule:

1. In the first year of the agreement, as of June 30th shall receive \$7,500.
2. In the second year of the agreement as of June 30th shall receive \$5,000.
3. In the third year of the agreement as of June 30th shall receive \$3,000.

These payments shall be made in two installments, the first by September 15th and the second by November 15th following retirement.

- K. The Employer agrees to continue to provide each full-time teacher and his/her dependents with Cigna Dental or another substantially equivalent plan.

ARTICLE XXI LAYOFF

- A. The School specifically retains the right to close or consolidate its operations and to layoff or terminate the employment of teachers covered by this Agreement due to the elimination of teaching positions resulting there from, or for any other reason not in conflict with the express terms and conditions of this Agreement. Notwithstanding the above, the School shall not layoff or terminate the employment of a tenured teacher in order to permit it to assign a priest or religious to an assignment in the School.
- B. Notwithstanding Paragraph "A" above, in the event that the School fails to notify a teacher of the permanent closing or consolidation of the School and/or the layoff of said teacher by May 15th the School shall pay to the teacher one (1) week of salary for each year of experience at the School up to a maximum of four (4) weeks. It is understood and agreed that the School may request of the Union an extension beyond the above May 15 date prior to May 15. In such event, in the exercise of its discretion, the Union shall not unreasonably withhold consent to an extension.
- C. Where a lay teacher's position at the School will be eliminated due to layoff or other reduction in staff, the following procedure shall apply:
1. Except as provided for in Paragraph "4" below, bumping shall be restricted to teachers within a specific academic department (e.g., History, English, Mathematics, etc.).
 2. In the case of non-specialized secondary school courses, tenured teachers holding at least provisional New York State certification in their departmental field shall have the right to bump less senior teachers within their department.
 3. In the case of specialized secondary school courses, the School shall have the right to retain a less senior teacher in the position. Should a dispute develop over whether the course is truly specialized or whether the more senior tenured teacher is qualified to teach said course(s), the Union may appeal to a Hearing Officer pursuant to the procedure provided for in Article XII, above. Special requirements established by the School for the position shall be considered by the Hearing Officer in making his/her decision. This appeal procedure shall be the sole appeal procedure available to the parties concerning disputes over secondary school layoffs and the parties agree that the provisions of Article V (Grievance and Arbitration) shall not apply to this paragraph.
 4. Subject to Paragraph "3" above, where a teacher to be laid off in one department holds tenure and is certified in another departmental area, he/she shall have the right to bump

a less senior teacher in the other department, provided he/she has at least one (1) year of teaching experience within that departmental area.

5. Subject to either party's access to the appeal process in Paragraph "C-2.c" above, when a department schedules the layoff of a tenured, certified teacher, the teacher shall have the right to bump a less senior non-tenured teacher in another department within the School, provided the teacher:
 - a. is qualified to teach the normal departmental course load based upon his/her academic preparation, teaching experience and skill level, and
 - b. department's scheduling requirements can be satisfactorily complied with, and
 - c. the teacher has, within the last five years, taught for at least one year on a full-time basis or taught at least three different subject matter courses over that five year period in said department.
6. It is agreed and understood that bumping rights as described in this Article refer only to tenured teachers, to non-degreed teachers with ten (10) consecutive years of teaching at the School, and to other non-tenured teachers with ten (10) or more years of consecutive service at the School. Such non-tenured teachers enjoy bumping rights against first, second or third year non-tenured teachers (both degreed and non-degreed) in the School. No distinction is made among non-tenured teachers with respect to years of service at the School. For example, a non-tenured teacher with three (3) years of service at the School does not have any seniority rights relative to a non-tenured colleague with either two (2) or one (1) year of service at the School.

**ARTICLE XXII
OBLIGATIONS OF THE TEACHERS, THE UNION,
AND THE SCHOOL**

- A. The School, the Union, and each teacher, covered by this Agreement agrees faithfully to do and perform all duties and obligations under the terms and conditions of employment contained herein and to observe the rules, regulations, policies and procedures prescribed by this Agreement.
- B. There shall be no strike, slowdown, mass resignation, refusal to work, or any other act which constitutes a complete or partial work stoppage, or which disrupts the educational process of the School in any way, on the part of one or more teachers or on the part of the Union or its representatives during the life of this Agreement.
- C. There shall be no concerted action by teachers, by the Union or its representatives, or by the School or its representatives in an effort to alter, enforce or delete any term or condition of this Agreement during the life of this Agreement.
- D. There shall be no lockout on the part of the School during the life of this Agreement. Each teacher shall have the right to volunteer or not to volunteer for any assignment which is beyond the terms of this Agreement.
- E. Demonstrations in connection with the Mass.
 1. No demonstration may be held from 15 minutes before, during, or until 15 minutes after a Mass is celebrated at St. Patrick's Cathedral or any other church.

2. If a Mass is celebrated for School staff and students as part of the School's normal day or week, the ban on demonstrations from 15 minutes before, during and up until 15 minutes after a Mass shall not apply.
 3. Where the School is the site of a special Mass to which people from outside the immediate school community are invited, the ban on demonstrations from 15 minutes before, during and up until 15 minutes after a Mass does apply in such instance.
 4. The ban on demonstrations from 15 minutes before, during and up until 15 minutes after a Mass applies beyond the expiration of this collective bargaining agreement. The Union pledges to cooperate fully with the School to carry out the intent of this Article, including not encouraging or endorsing demonstrations at Mass in violation of this provision by others.
 5. In consideration of the Union's acceptance of this section in connection with a Mass, except as outlined in Paragraph "2" above, the Union accepts the concept of a permanent mediator to which the parties can have recourse in the event that either party believes that such mediation would be constructive in reaching a settlement. The School and Union must mutually agree on such mediator.
- F. A teacher shall have a right, upon request to the School, to have a Union representative present at an investigatory interview which the employee reasonably believes might result in disciplinary action. The exercise of this right may not interfere with legitimate employer prerogatives and the School has no duty to bargain with any Union representative who may be permitted to attend the investigatory interview.

ARTICLE XXIII AGENCY FEE

- A. Any bargaining unit member hired after September 1, 1999 shall, as a condition of employment become and remain a member of the Union in good standing within thirty (30) days after being employed, or pay an agency fee as certified by the Union. All bargaining unit members employed prior to the date of verification as described herein, shall be exempt from the provisions of this Article.
- B. The School shall be relieved from making such "check-off" deductions upon (1) termination of employment, (2) transfer to a position other than one covered by the bargaining unit, (3) layoff from work, (4) an unpaid leave of absence, or (5) revocation of the check-off authorization in accordance with its terms of applicable law.
- C. The Union hereby agrees that it will indemnify and hold the School harmless from any claims, actions or proceedings by any lay faculty member arising from deductions made by the School hereunder, and the Union further indemnifies and holds the School harmless from any claims, actions or proceedings by any government agency or by any group so long as such groups are not funded directly or indirectly by the School; however, in either case, the Union shall retain the right to select defense counsel, and they shall reserve the right to settle any such case. Once the funds are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of the Union

**ARTICLE XXIV
UNION DUES/AGENCY FEE CHECK OFF**

- A. Upon receipt of a signed Authorization Form from a teacher, a copy of which is attached hereto as Appendix "E," the School shall make a deduction from the teacher's salary on each pay period of the amount certified to the School by the Union. Such amounts shall be forwarded by the 10th day of the following month to the Treasurer of the Union at an address furnished to the School by the Union. Payments under this paragraph made more than two months after they are due shall include a 1.5 per cent late charge for each month payment is made beyond two months.
- B. The School shall forward to the Union with each month's payment a listing of the teachers for whom dues/agency fees have been deducted and the amount so deducted, an indication of whether the amount deducted is union dues or agency fee, and an indication of whether the teacher is full-time or part-time. Each month's list shall include any changes and an explanation of said changes to the previous month's list. For example, teachers newly hired, teachers on leave, name changes, etc.
- C. For purposes of this Article, Authorization Forms of the Catholic Lay Teachers Group, Inc., previously filed with the School, shall be deemed to be valid for the Federation of Catholic Teachers.

**ARTICLE XXV
UNION ACTIVITIES**

- A. A Union notice may be posted, at the discretion of the Employer, on a member school's bulletin board provided the notice is submitted in advance to the President or his/her designee. Permission to post official notices of Union business shall not be unreasonably denied. Notices limited to date, time and place of Union meetings may be posted without permission.
- B. The Union may designate one of its members employed at the School as a school delegate for purposes of liaison among such members of the Union and the School administration in matters pertaining to the administration and application of this Agreement and, where mutually agreed upon, on other matters of concern.
- C. A teacher who has been officially designated as the Union's delegate in at the School shall be permitted to conduct official Union business at the School provided it is done on the teacher's own time and provided further that the undertaking of said business in no way interferes with or disrupts the teaching process or the assignments of other School personnel or students.
- D.1. Union officers or, in the place thereof, an Executive Council Member of the Union designated to stand in for a Union officer may visit the School during the school day provided said officers and representatives request in advance, and receive from the School, permission to visit the School at a time and under such conditions as the School may stipulate. Said permission shall not be unreasonably denied.
- D.2. For purposes of this paragraph, a teacher who becomes an employee of the Union shall be considered an officer of the Union. Not more than two of the above mentioned officers or representatives shall visit the School at any one time.
- E. Should a teacher at the School become a Union officer or Council member, said teacher may be excused from the last class period one day a month to attend Union executive committee meetings.

- F. Where practicable, and upon the prior approval of the School, a School meeting hall shall be made available to the Union during specified periods of time for official Union meetings. Said prior approval shall not be unreasonably denied.
1. One (1) teacher employed at the School upon written request to the School may be granted a leave of absence for the purposes of performing duties as officer or employee of the Union. Said leave of absence shall remain in effect as long as that teacher remains an officer or employee of the Union.
 2. a. Said leave shall be on a full-time basis and shall be without pay. A teacher granted a such leave shall be permitted to continue his/her health insurance coverage as provided for in this Agreement at his/her own expense provided that such coverage is permitted by the insurance carrier.
 3. A teacher who returns to the School shall be paid according to the salary step that would have been applicable had he/she remained in his/her teaching position for the period of such leave.
- G. Union mail addressed to a teacher at the School, by name, shall be delivered to the teacher.

**ARTICLE XXVI
NO DISCRIMINATION**

It is mutually agreed that neither the Employer nor the Union shall discriminate against teachers on the basis of membership or non-membership in the Union, race, color, national origin or sex.

**ARTICLE XXVII
MISCELLANEOUS**

- A. Upon request of either party, both parties agree to schedule meetings on a monthly basis to discuss matters of mutual concern. The parties shall endeavor to propose agenda items a week in advance of such meetings.
- B. The School shall provide adequate lounge and lavatory facilities for teachers to the extent practicable
- C. Nothing in this Agreement shall be constructed as interfering in any way with the School or of the officers or directors of the School in carrying out their functions and duties that are canonical, ecclesiastical or religious in nature.
1. The Union's sole appeal should it wish to appeal an action of the School or of a representative of the School under this paragraph, shall be to the President and not to the Grievance and Arbitration, Discharge, Termination or any other provision of this Agreement. The decision reached by the President shall be final and binding upon the parties to this Agreement.
 2. Any appeal of an action taken by a representative of the School in accordance with this paragraph, shall be made by the Union as the teacher's representative and not by the individual teacher(s) involved.
- D. Employees who must make appointments to comply with the fingerprinting process of the New York City Department of Investigations will not be charged with a full or any part of a Personal Leave day.

2. The cost of fingerprinting is to be borne by the teacher. The fingerprinting “credential” belongs to the teacher and is transportable to any other place of employment.
 3. In the event the School is informed by the NYC Department of Investigations that a lay faculty member received a negative result from the fingerprinting test required under Article 43, the lay faculty member will be considered to have been terminated for cause under the Agreement. Provisions under Article V of this Agreement (Grievance and Arbitration) would apply if the Union chooses to exercise this option.
 4. To the extent the lay faculty member successfully appeals the negative result from the fingerprinting test and is given clearance to teach, he/she will be reinstated to his/her former or another available position.
 5. In addition, teachers are still subject to the requirements of the Archdiocesan Safe Environment Program.
- E. Need for medical clearance letters. If teachers had a physical clearing them to work within the last year, the Department of Health will accept this as “proof of medical fitness” to work with children.
- F. Costs for necessary immunizations. It is the understanding of the School that according to the Summary of Benefits, teachers will only need to meet the co-pay for each visit to an in-network physician or facility to obtain any necessary immunizations.
- G. The parties acknowledged that there are circumstances in which surveys of parents and teachers are useful and appropriate. The parties further acknowledged that there are other examples of surveys and other solicitations of opinion or inclination that may violate the legal rights of individual bargaining unit members and the Union. In an attempt to avoid grievances arising as a result of the latter type of survey or solicitation, the parties hereto agree to the following:
1. Prior to distribution of any survey or solicitation of opinion, the School shall promptly forward it to the Union.
 2. Participation by bargaining unit members in surveys and solicitations of opinion in the context of doctoral dissertations and other education these shall be optional.
- H. The School will seek volunteers to participate in the training and administration of the epi-pen. In the event a sufficient number of volunteers is not available, the School may mandate that teachers’ participate in the training and administration of the epi-pen. Such teachers shall be held harmless for any and all liability arising or in connection with the administration of the medication provided by the School or the parent. The School agrees that in order for a student to be eligible for the epi-pen program his/her parent, legal guardian or authorized representative must provide a hold-harmless statement to the School. In the event of legal action taken on behalf of the student arising out of the administration or in connection with the medication in which a bargaining unit member becomes a named defendant, the School agrees to indemnify the bargaining unit member for any and all legal costs as well as any damages awarded against the teacher.

**ARTICLE XXVIII
CONFORMITY TO LAW-SAVING CLAUSE**

- A. If any provision of this Agreement is, or shall at any time be held to be, contrary to law by a court of final appeal of the State of New York or the United States of America, then said provision shall not be applicable or performed or enforced, except to the extent that it is permitted by law.
- B. In the event that any provision of this Agreement is, or at any time shall be held to be, contrary to Law, all other provisions of this Agreement shall continue in effect.
- C. The Union and the School acknowledge and agree that the terms of employment of teachers in the School is subject to the Americans with Disabilities Act and all other statutes governing non-discrimination in employment, work place safety matters governed by the Occupational Safety and Health Act and all other applicable legislation, governmental regulations or judicial determinations. In the event that the School, in order to comply with the aforesaid legislation, regulations or judicial determinations intends to take action inconsistent with its obligations under this Agreement or which otherwise changes the terms and conditions of employment of a teacher covered by this Agreement, it shall immediately notify the Union of said intent and shall commence negotiations with the Union prior to any such action. It is further agreed that in the event of the failure of the School and the Union to reach agreement as to an appropriate course of action within ten (10) days of the commencement of negotiations, the School shall be entitled to take whatsoever action is required by the applicable legislation, regulations or determinations.

**ARTICLE XXIX
DURATION OF AGREEMENT**

- A. This Agreement shall continue in full force and effect up to and including August 31, 2024.
- B. Except where the parties mutually agree in writing to an extension of this Agreement, a party seeking revision of one or more of the terms and conditions of this Agreement shall notify the other party in writing not later than February 1, 2024. Where said notice is given, the parties agree to enter into negotiations on or about March 1, 2024.
- C. During the period covered by this Agreement all of the terms, conditions and provisions of this Agreement shall bind, apply and inure to the benefit of the parties hereto, their constituent members, individually and collectively, their successors, transferees, lessees and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this 6th day of September 2022.

NOTRE DAME SCHOOL OF MANHATTAN

By: Virginia O'Brien, President

FEDERATION OF CATHOLIC TEACHERS

By: Joanne Perratta, President

APPENDIX "A-1"
ANNUAL AGREEMENT OF EMPLOYMENT FOR
FULL-TIME HIGH SCHOOL TEACHERS

A. Agreement made this ____ day of _____, 20__ by and between Notre Dame School of Manhattan hereinafter referred to as the "school," and _____ hereinafter referred to as the "teacher."

B. This agreement is subject to the provisions of the Collective Bargaining Agreement entered into by and between the Federation of Catholic Teacher and the Notre Dame School of Manhattan, said Agreement being made a part hereof by reference.

C. This agreement shall be effective from _____ 20__, to 20__, during which time the teacher shall be compensated at the proper annual rate contained in the Collective Bargaining Agreement referred to hereinabove.

1. Step _____ Degree Column _____ Annual Salary
 \$ _____

2. 6th class Yes ___ No ___ If yes, 20% of line 1 Amount
 \$ _____

3. Department Chair Yes ___ No ___ If yes, stipend amount
 \$ _____

4. Total Annual Salary based on all of the above: Amount
 \$ _____

5. Eligible for longevity payments Yes ___ No ___

6. The teacher will begin his/her _____ year of service in Notre Dame School of Manhattan as of September 1, 20__.

D. The teacher agrees to teach in the school according to supervision, authority, rules and regulations of the school insofar as they are not in conflict with the Collective Bargaining Agreement referred to hereinabove.

This teacher _____ tenure as of (the following) September 1, 20__,
(has or has not)

according to the terms of the Collective Bargaining Agreement referred to hereinabove. (Teacher completes this section after discussion with principal prior to the entering into this Agreement.)

E. I have been evaluated ___ times during the school year. (Teacher completes this section prior to entering into this Agreement.)*

APPENDIX "A-2"
ANNUAL AGREEMENT OF EMPLOYMENT FOR
PART-TIME HIGH SCHOOL TEACHERS

A. Agreement made this _____ day of _____, 20____ by and between Notre Dame School of Manhattan, hereinafter referred to as the "school," and _____ hereinafter referred to as the "teacher."

B. The teacher is employed in the school according to the following terms and conditions:
 A part-time high school teacher shall be paid on a pro-rated basis based on step and degree.

Salary

- | | | | |
|---|------------------------|---------|----------|
| 1. Step _____ | 2. Degree Column _____ | Amount | \$ _____ |
| 2. Salary based on Step and Degree Column | | Amount | \$ _____ |
| 3. % of schedule worked _____ | | | |
| 4. Annual Salary (% of line 2) | | Amount | \$ _____ |
| 5. Chairperson Yes _____ No _____ | | Stipend | \$ _____ |
| 6. Total Annual Salary based on all of the above: | | Amount | \$ _____ |

C. Benefits

1. Health Insurance: A part-time teacher regularly employed for twenty (20) hours per week or more in Notre Dame as provided for in Article XX, A.1 of this Agreement, may elect to receive health insurance coverage through Notre Dame. Notre Dame will defray part of the premium based on percentage of the schedule worked.
2. Pension Plan: A part-time teacher regularly employed for twenty (20) hours per week or more in member school(s) shall be covered under the pension plan as described in Article XX, Section D.1. of this Agreement.
3. Sick Leave:
 - a. A part-time teacher being paid on a pro-rated basis is entitled to five days of sick leave per semester based on the percentage of time worked.
 - b. Unused sick days may be accumulated for use in the school where earned for sick leave only, pro-rated up to a maximum of one hundred five (105) days.
 - c. A part-time teacher shall be eligible for short-term disability insurance benefits as described in Article XX, Section A.2. of this Agreement.

- d. A part-time teacher regularly employed for twenty (20) hours per week or more in member school(s) is also covered by the Archdiocesan Long-Term Disability Insurance as described in Article XX, Section G. of this Agreement.

3. Accidental Death & Dismemberment and Life Insurance:

A part-time teacher regularly employed for twenty (20) hours per week or more in member school(s) shall be covered under Article XX, Section H of this Agreement.

- 5. A part-time teacher employed for a full school day shall be entitled to a minimum of a 30 minute duty free lunch period during said school day.
- 6. Part-time teachers shall be covered by the provisions of Article XXIV (Union Dues/Agency Fee Check Off) of the Collective Bargaining Agreement.
- 7. This agreement shall be effective as of _____, 20____. This agreement may be cancelled by either party upon five (5) days written notice.
- 8. Other than as set forth in sections B and C above, no other provisions of the contract between the Federation of Catholic Teachers and the Notre Dame School of Manhattan apply to part-time teachers.

This agreement is executed in duplicate with a copy delivered to the teacher this day.

SIGNED:

Teacher

Notre Dame School of Manhattan

Home Address

By

Town (or Borough) & Zip

Title

**APPENDIX “B”
LAY TEACHERS AT NOTRE DAME SCHOOL
SALARY SCHEDULE EFFECTIVE SEPTEMBER 1, 2018 TO AUGUST 31, 2019**

STEP	NON-DEG	BA	BA+15	BA+30	MA	MA+15	MA+30
1	43,701	48,906	49,324	49,741	50,366	50,781	51,197
2	43,909	49,741	50,157	50,572	51,197	51,614	52,029
3	44,119	50,572	50,989	51,406	52,029	52,446	52,864
4	44,536	51,406	51,823	52,240	52,864	53,281	53,695
5	44,752	52,240	52,655	53,071	53,695	54,111	54,528
6	44,943	53,895	54,312	54,729	55,353	55,770	56,185
7	46,459	55,770	56,185	56,604	57,227	57,646	58,059
8	46,982	56,604	57,018	57,435	58,059	58,477	58,894
9	47,500	57,435	57,852	58,268	58,894	59,310	59,726
10	48,024	58,268	58,684	59,101	59,726	60,143	60,558
11	*	59,925	60,343	60,758	61,383	61,799	62,216
12	*	60,803	62,216	62,634	63,258	63,674	64,091
13	*	*	63,092	63,465	64,091	64,510	64,922
14	*	*	*	64,343	64,922	65,340	65,758
15	*	*	*	*	65,758	66,173	66,589
16	*	*	*	*	66,632	67,008	67,421
17	*	*	*	*	*	67,881	68,298

**APPENDIX “C”
LAY TEACHERS AT NOTRE DAME SCHOOL
SALARY SCHEDULE EFFECTIVE SEPTEMBER 1, 2019 TO AUGUST 31, 2020**

STEP	NON-DEG	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	44,575	49,885	50,311	50,736	51,373	51,797	52,221	52,225
2	44,787	50,736	51,160	51,584	52,221	52,646	53,070	53,074
3	45,001	51,584	52,009	52,434	53,070	53,495	53,921	53,925
4	45,426	52,434	52,859	53,285	53,921	54,346	54,769	54,773
5	45,647	53,285	53,708	54,132	54,769	55,193	55,618	55,623
6	45,841	54,973	55,398	55,823	56,460	56,886	57,308	57,313
7	47,388	56,886	57,308	57,736	58,372	58,799	59,221	59,225
8	47,922	57,736	58,159	58,584	59,221	59,647	60,072	60,077
9	48,450	58,584	59,009	59,434	60,072	60,496	60,921	60,926
10	48,985	59,434	59,858	60,283	60,921	61,346	61,769	61,774
11	*	61,123	61,550	61,973	62,610	63,035	63,460	63,465
12	*	62,020	63,460	63,887	64,524	64,948	65,373	65,378
13	*	*	64,354	64,734	65,373	65,800	66,221	66,226
14	*	*	*	65,630	66,221	66,647	67,073	67,078
15	*	*	*	*	67,073	67,497	67,921	67,926
16	*	*	*	*	67,965	68,348	68,770	68,775
17	*	*	*	*	*	69,239	69,664	69,670

APPENDIX “D”
LAY TEACHERS AT NOTRE DAME SCHOOL
SALARY SCHEDULE EFFECTIVE SEPTEMBER 1, 2020 TO AUGUST 31, 2021

STEP	NON-DEG	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	45,467	50,882	51,317	51,751	52,400	52,833	53,265	53,698
2	45,683	51,751	52,183	52,615	53,265	53,699	54,131	54,564
3	45,901	52,615	53,049	53,483	54,131	54,565	55,000	55,434
4	46,335	53,483	53,916	54,351	55,000	55,433	55,864	56,296
5	46,560	54,351	54,782	55,215	55,864	56,297	56,730	57,164
6	46,758	56,073	56,506	56,940	57,590	58,023	58,455	58,886
7	48,336	58,023	58,455	58,890	59,539	59,975	60,405	60,835
8	48,880	58,890	59,322	59,755	60,405	60,840	61,273	61,707
9	49,419	59,755	60,189	60,622	61,273	61,706	62,139	62,573
10	49,964	60,622	61,055	61,488	62,139	62,573	63,004	63,436
11	*	62,345	62,781	63,213	63,862	64,296	64,730	65,163
12	*	63,260	64,730	65,164	65,814	66,247	66,680	67,114
13	*	*	65,641	66,029	66,680	67,116	67,545	67,974
14	*	*	*	66,942	67,545	67,980	68,414	68,849
15	*	*	*	*	68,414	68,847	69,279	69,712
16	*	*	*	*	69,324	69,715	70,145	70,575
17	*	*	*	*	*	70,624	71,057	71,491

**APPENDIX “F”
LAY TEACHERS AT NOTRE DAME SCHOOL
SALARY SCHEDULE EFFECTIVE SEPTEMBER 1, 2021 TO AUGUST 31, 2022**

STEP	NON-DEG	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	46,717	52,282	52,728	53,174	53,841	54,286	54,730	55,175
2	46,939	53,174	53,618	54,062	54,730	55,176	55,620	56,064
3	47,164	54,062	54,508	54,953	55,620	56,065	56,512	56,958
4	47,609	54,953	55,399	55,845	56,512	56,958	57,401	57,844
5	47,840	55,845	56,289	56,733	57,401	57,845	58,291	58,736
6	48,044	57,615	58,060	58,506	59,173	59,619	60,062	60,506
7	49,665	59,619	60,062	60,510	61,176	61,624	62,066	62,508
8	50,224	60,510	60,953	61,399	62,066	62,513	62,958	63,404
9	50,778	61,399	61,844	62,290	62,958	63,403	63,848	64,294
10	51,338	62,290	62,734	63,179	63,848	64,294	64,737	65,181
11	*	64,060	64,508	64,951	65,619	66,064	66,510	66,955
12	*	65,000	66,510	66,956	67,624	68,068	68,514	68,960
13	*	*	67,446	67,845	68,514	68,962	69,402	69,844
14	*	*	*	68,783	69,402	69,849	70,296	70,742
15	*	*	*	*	70,296	70,740	71,184	71,629
16	*	*	*	*	71,231	71,632	72,074	72,516
17	*	*	*	*	*	72,566	73,012	73,457

APPENDIX “G”
LAY TEACHERS AT NOTRE DAME SCHOOL
SALARY SCHEDULE EFFECTIVE SEPTEMBER 1, 2022 TO AUGUST 31, 2023

STEP	NON-DEG	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	48,002	53,719	54,178	54,636	55,322	55,779	56,235	56,693
2	48,230	54,636	55,093	55,549	56,235	56,693	57,149	57,606
3	48,461	55,549	56,007	56,465	57,149	57,607	58,066	58,525
4	48,918	56,465	56,922	57,381	58,066	58,524	58,979	59,435
5	49,156	57,381	57,837	58,293	58,979	59,436	59,894	60,351
6	49,365	59,199	59,657	60,115	60,801	61,258	61,714	62,170
7	51,031	61,258	61,714	62,174	62,859	63,319	63,773	64,227
8	51,605	62,174	62,629	63,087	63,773	64,232	64,690	65,148
9	52,175	63,087	63,545	64,003	64,690	65,146	65,604	66,062
10	52,750	64,003	64,459	64,917	65,604	66,062	66,517	66,973
11	*	65,822	66,282	66,737	67,423	67,881	68,339	68,796
12	*	66,787	68,339	68,798	69,484	69,940	70,398	70,856
13	*	*	69,301	69,711	70,398	70,858	71,311	71,764
14	*	*	*	70,675	71,311	71,770	72,229	72,688
15	*	*	*	*	72,229	72,685	73,142	73,599
16	*	*	*	*	73,190	73,602	74,056	74,510
17	*	*	*	*	*	74,562	75,019	75,477

**APPENDIX “H”
LAY TEACHERS AT NOTRE DAME SCHOOL
SALARY SCHEDULE EFFECTIVE SEPTEMBER 1, 2023 TO AUGUST 31, 2024**

STEP	NON-DEG	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	49,442	55,331	55,804	56,275	56,982	57,452	57,922	58,393
2	49,677	56,275	56,745	57,216	57,922	58,394	58,864	59,334
3	49,914	57,216	57,687	58,159	58,864	59,335	59,808	60,280
4	50,386	58,159	58,630	59,103	59,808	60,280	60,749	61,218
5	50,631	59,103	59,572	60,042	60,749	61,219	61,690	62,162
6	50,846	60,975	61,447	61,918	62,625	63,096	63,565	64,035
7	52,562	63,096	63,565	64,039	64,745	65,218	65,686	66,154
8	53,153	64,039	64,508	64,980	65,686	66,159	66,630	67,102
9	53,740	64,980	65,451	65,923	66,630	67,101	67,572	68,044
10	54,333	65,923	66,393	66,864	67,572	68,044	68,513	68,982
11	*	67,796	68,270	68,739	69,446	69,917	70,389	70,860
12	*	68,791	70,389	70,862	71,568	72,038	72,510	72,982
13	*	*	71,380	71,802	72,510	72,984	73,450	73,917
14	*	*	*	72,795	73,450	73,923	74,396	74,868
15	*	*	*	*	74,396	74,866	75,336	75,807
16	*	*	*	*	75,385	75,810	76,278	76,745
17	*	*	*	*	*	76,798	77,270	77,742

APPENDIX "I"
DUES DEDUCTION/AGENCY FEE AUTHORIZATION

I hereby request and authorize my employer and according to the arrangements agreed upon with the Union, to deduct from my salary and to transmit to the Union the dues/agency fee, as certified by the Union. I hereby waive the right and claim for said monies so deducted and transmitted in accordance with this authorization, and release my employer, of any liability thereof. This authority shall be irrevocable for a period of one year unless revoked by me in writing to my employer at the time of said revocation and to the Union during the thirty (30) day period designated by the Union in its By-Laws.

I hereby authorize the following deduction by my employer from my salary:

Union Dues/Agency Fees _____

Employee's Signature

Date

PLEASE NOTE: This is not an application for union membership.

APPENDIX "I-1"
TEACHER OBSERVATION REPORT

Teacher's Name _____ Date of Visit _____

Subject _____ Room _____ Grade _____

Time of Visit: From _____ To _____

Name of Observer _____ Title _____

Rating: G: Good S: Satisfactory N: Needs Improvement
 U: Unsatisfactory NA: Not Applicable

NB: If N or U is noted in any section, the basis for said ratings must be noted in the space provided at the end of the section (use additional pages if needed). Constructive suggestions for improvement must be included. All comments are to be of a factual nature

A. INSTRUCTIONAL PROCESS

- Utilizes a teacher manual and/or other guides effectively _____
- Demonstrates sufficient mastery of content _____
- Makes effective use of varied, appropriate learning materials _____
- Makes clear, practical demonstrations and/or explanations _____
- Provides for pupil participation _____
- Uses logical, purposeful and thought provoking questions _____
- Provides interesting and adequate reinforcement _____
- Varies procedures in working with pupils of varying abilities _____
- Motivates students throughout the lesson _____
- Provides timely feedback to students' comments and questions _____
- Where appropriate, effectively incorporates technology _____

Comments _____

B. EFFECTIVE PLANNING

- Displays evidence of teacher preparation _____
- Gives students directions clearly thought out and well stated _____
- Makes available organized materials for class _____
- Prepares individual lessons that are part of a sequence in a learning unit _____
- Provides enrichment _____
- Is aware of adequate pacing _____
- Carefully plans pupil assignments _____
- Prepares assessment tools and techniques based on learning standards _____

Comments _____

C. PUPIL - TEACHER RELATIONSHIP

- Maintains pupil interest and attention _____
- Works constructively with individuals or groups _____
- Manages routine so as to avoid confusion _____
- Exhibits poise, voice control and tact _____
- Makes positive and supportive statements to pupils _____
- Maintains a friendly and respectful teacher pupil relationship _____
- Enforces classroom and school rules and procedures _____

Comments _____

D. CLASSROOM ENVIRONMENT

- Classroom arrangement is organized and attractive _____
- Bulletin boards and displays have teaching value _____
- Teacher is aware of proper heat, light, and ventilation _____
- Encourages pupil behavior conducive to a productive and orderly environment _____

Comments _____

E. COMMENDABLE FEATURES OF LESSON

F. SUGGESTIONS FOR GROWTH

G. SIGNATURES

A teacher's signature merely indicates that s/he has seen this observation report and received a copy before its placement in the performance file.

 Observer's Signature

 Teacher's Signature

 Date Presented

 Date of Return

Upon request within 5 days of receipt of this report, the teacher shall be entitled to a post-evaluation conference with the observer prior to the teacher signing this report.

A teacher may opt to attach a separate rebuttal or add additional comments to this report.

Check here if there is an attachment

APPENDIX "I-2"
NOTRE DAME SCHOOL OF MANHATTAN
ANNUAL PROFESSIONAL PERFORMANCE APPRAISAL

Teacher's Name _____

School: _____

School Year _____ To _____

This appraisal summarizes the teacher's performance for the entire year and is based on his/her interaction with staff, students and parents, on announced and unannounced observations, and on completion of all instructional and non-instructional responsibilities.

Rating: G: Good S: Satisfactory N: Needs Improvement
 U: Unsatisfactory NA: Not Applicable

A. THE TEACHER AS A WITNESS TO THE CATHOLIC FAITH

Witnesses to Catholic values in interactions with administration, staff and students _____
Integrates Catholic values in all areas of the curriculum _____
Supports a Catholic philosophy in all aspects of school life (e.g. daily religion lesson, daily prayer, liturgy, student service) _____
Works cooperatively and respectfully with all staff members to achieve the school's goals _____
Interacts positively and respectfully with students _____
Works cooperatively and respectfully with supervisory personnel _____

Catechist Formation Program:

Level One: Yes _____ No _____ If no, number of hours earned this year _____
Level Two: Yes _____ No _____ If no, number of hours earned this year _____

Comments _____

B. INSTRUCTIONAL RESPONSIBILITIES

Demonstrates knowledge of subject matter _____
Demonstrates effective best practice pedagogical techniques _____
Plans and executes lessons according to NYS standards and Archdiocesan curriculum guidelines _____
Effectively executes lessons that promote and encourage learning for students of varying abilities _____
Provides a safe, stimulating and creative learning environment for all students _____

Maintains students' interest and effective classroom management _____
Effectively assesses students according to the school's schedule and directives _____
Effectively integrates technology into classroom instruction _____

Announced Observations:

Date: _____ From _____ To _____
Date: _____ From _____ To _____
Date: _____ From _____ To _____

Comments _____

C. NON-INSTRUCTIONAL RESPONSIBILITIES

Performs supervisory duties according to administrative/school policies and directives _____

Accomplishes required non-instructional tasks according to administrative/school policies and directives _____

Communicates effectively and as needed with parents _____

Accurately and completely submits required documents on time according to administrative/school policies and directives (e.g. plan books, mark books, report cards, attendance registers, record cards) _____

Enforces school policy with students and follows through on disciplinary issues _____

Participates in faculty meetings _____

Participates in activities that promote his/her professional growth (list here):

Demonstrates an acceptable attendance pattern _____

Is punctual _____

Total Times Tardy to Date _____

Total Times Absent to Date _____

Total Times Tardy at End of School Year _____

Total Times Absent at End of School Year _____

Comments _____

D. SIGNATURES

Evaluator's Signature _____ Date _____

Teacher's Signature* _____ Date _____

*The teacher's signature indicates only that the teacher has seen this form and discussed it with the principal. It signifies neither agreement nor disagreement with the appraisal. The teacher has the right to respond in writing within 10 days of the conference held to discuss this appraisal. A copy of any response will be filed with the teacher's performance file.

E. DIRECTIONS FOR THE EVALUATOR

Has this teacher signed a contract to return to this school for the next academic year?

Yes _____ No _____

Distribution of the Annual Professional Performance Appraisal

Original — to the teacher's performance file, with any responses attached

Copy — to the teacher

APPENDIX "J"
PERSONAL LEAVE CERTIFICATION

Please allocate _____
Date

as Personal Day No. _____

I certify that the purpose of the leave is for "personal matters which cannot be accomplished outside of normal school hours or for reasons of personal emergency requiring immediate attention."

Signature of Teacher

Date of Submission

APPENDIX "K"
SICK LEAVE RECORD

Teacher's Name _____ Date Employed: _____

Month/Year

Teacher's Annual Salary \$ _____ Daily Rate \$ _____ Annual/180

_____ A. Sick days earned/accumulated as of June, _____. If first hired in 9/ _____ or later, write "0."

_____ B. Sick days entitled to for 20 _____ - 20 _____. (N.B.: Eligible for 10 as of opening day; if hired after _____ opening day, then eligible for 1 day per month as of the date employed.)

_____ C. Total sick days available as 9/20 _____ (Add A + B).

Sick Days Used & Paid During _____ - _____ Please insert dates:

1 _____	2 _____	3 _____	4 _____	5 _____	6 _____
7 _____	8 _____	9 _____	10 _____	11 _____	12 _____
13 _____	14 _____	15 _____	16 _____	17 _____	18 _____
19 _____	20 _____	21 _____	22 _____	23 _____	24 _____
25 _____	26 _____	27 _____	28 _____	29 _____	30 _____
31 _____	32 _____	33 _____	34 _____	35 _____	36 _____
37 _____	38 _____	39 _____	40 _____	41 _____	42 _____
43 _____	44 _____	45 _____	46 _____	47 _____	48 _____
49 _____	50 _____	51 _____	52 _____	53 _____	54 _____
55 _____	56 _____	57 _____	58 _____	59 _____	60 _____
61 _____	62 _____	63 _____	64 _____	65 _____	66 _____
67 _____	68 _____	69 _____	70 _____	71 _____	72 _____
73 _____	74 _____	75 _____	76 _____	77 _____	78 _____
79 _____	80 _____	81 _____	82 _____	83 _____	84 _____
85 _____	86 _____	87 _____	88 _____	89 _____	90 _____
91 _____	92 _____	93 _____	94 _____	95 _____	96 _____
97 _____	98 _____	99 _____	100 _____	101 _____	102 _____
103 _____	104 _____	105 _____	106 _____	107 _____	108 _____
109 _____	110 _____	111 _____	112 _____	113 _____	114 _____
115 _____	116 _____	117 _____	118 _____	119 _____	120 _____
121 _____	122 _____	123 _____	124 _____	125 _____	126 _____
127 _____	128 _____	129 _____	130 _____	131 _____	132 _____
133 _____	134 _____	135 _____			

D. Total sick days used/paid during 20 _____ - 20 _____ _____

E. Day allotted to community sick bank (Enter "1" or "0") _____

F. Total sick days accumulated as of June, 20 _____ _____

(Line C minus Lines D & E; however, as of June 2008, remainder cannot be greater than 135)

Teacher's Signature: _____ Date _____

Principal's Signature: _____ Date _____

APPENDIX "L"

Authorization for Automatic Increases in Employee Contribution to the Notre Dame 401(k)

Effective on the date below and for each year thereafter in which I receive a general wage increase, I authorize my employer to deduct an additional one percent of my wage and deposit that amount on my behalf into my employer sponsored 401(k) plan. This deduction should take place simultaneous to the effectuation of each general wage increase. Such deduction will continue until such time as I have reached the maximum employee contribution allowable under the terms of the plan.

Employee Signature

Print Name

Date

Home Address

City

State

Zip