



Catholic Teachers Union

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From the President

Fellow CTU Members,
I hope everyone had a great summer and you're ready to head back to the classroom well rested. I finally finished the book I told you about last September (yikes!), "The Coddling of the American Mind". I highly recommend it. Hopefully, you'll finish reading it faster than me!

Some start of the year reminders; When you are called into a meeting with administration, you have a contractual right to know the purpose of the meeting beforehand. Do not go into a meeting blind. If it is disciplinary in nature, bring your delegate. Remember, you can stop any meeting with administration if it starts to sound disciplinary. If administration has requested a meeting, but not told you the purpose and you don't feel comfortable asking, have your delegate ask on your behalf.

There is a reduction in CTU dues this year. Please check your pay stub to make sure your deductions are correct. While you're at it, check medical benefit deductions as well. If the proper medical deductions are not taken out, you may not have the coverage you need. Starting in November, long term disability insurance will be deducted. Even if payroll makes an error in your deductions you are responsible for all 'catch payments'. It is critical that you carefully check your deductions. If you are not sure, ask your payroll person or your union delegate for help.

I cannot make this reminder enough – in our culture of social media it is wise to be conscious of all the situations that can cause trouble for educators. I offer a strong suggestion – DO NOT allow your students to follow any of your social media accounts. Make your accounts private. DO NOT give students your phone number. Coaches and club moderators can keep in contact with students via apps like PUSHPLAY or COACHUP. On a similar note, be aware that if you are attending social events where students are present they may be taking and posting pictures of you with their own commentary. If I'm at an event, I know that the moment a drink is raised to my lips (whether it's a red cup, bottle of water, or glass of soda), one of the students present could possibly be posting my picture online with the comment #mrsrossisowasted. I don't need that aggravation. For private parties, please know that it is illegal to serve minors alcohol. If you are at a party and you are aware that minors are drinking, you should leave immediately. As innocent as an event might seem at the time, if something unfortunate were to happen, it could cost you your job.

How about some good news? The August 16th edition of the Catholic Star Herald included essay written by a few of our fellow CTU members. Thank you **Janice Schumann** (WCHS), **John Yeager** (PVI), and **Scott Higbee** (HSHS) for the great job you did witnessing to the dedication of teachers in Catholic education!

Have a great year!

All the best,
Mary Kay Rossi, *CTU President*

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Are Catholic School Teachers Ministers?

Chris Ehrmann

In every CTU-diocesan contract language has been developed in which the union, on behalf of its members, recognizes that the school is an environment created by "adherence to Catholic faith and principles," and, that the contract shall not be construed to interfere with the "religious, ecclesiastical or canonical functions and duties of the Diocese." (I.G) Furthermore, each contract contains a provision which asserts the "importance of employees giving witness to the Faith by upholding and presenting doctrinal and moral teaching of the Catholic Church and the Diocese of Camden related thereto."(I.H)

That recognition became memorialized in the contract(s) in 1987. For more than 30 years, then, the union has strongly advocated for the Catholic nature of both the education provided and the responsibilities of teachers/members to uphold the central elements of the deposit of the faith. Teachers cannot express beliefs or positions opposing basic Catholic doctrine. The contractual provision on witnessing to the faith makes reference to "their [employees'] educational ministry." In the same Article of the contracts(s) "priests, deacons, and religious" are excluded from coverage under the contract. In negotiations diocesan officials pointed out that the constitutions of many congregations of religious women and men explicitly prohibit members of those communities from joining unions. Clearly, the "educational ministry" reference to teachers is not intended to assert that the teachers are of the same canonical or ecclesiastical status as the members of the clergy and religious communities.

The question of the ministerial nature of Catholic school teachers is relevant today because communications from several school administrators make reference to the "minister-teacher." The commitment of teachers to Catholic doctrine and other teachings is not in dispute. It is unlikely that anyone teaching in Catholic schools would assert personal beliefs and opinions opposed to the central deposit of the faith.

The major problem with labeling teachers as "ministers" is the implication for labor relations with the employer Church. In 1979 the US Supreme Court's *Chicago Bishop* decision held that teachers in Catholic schools were not covered by the National Labor Relations Act. The decision was based on the intent of lawmakers when the federal labor law was passed. From 1988 through 1991, cemetery workers in the Archdiocese of Los Angeles voted three times to unionize. They were thwarted by the

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Know Your Contract—Long Term Disability

Long Term Disability (LTD) is a program for employees who experience any condition which renders an otherwise healthy teacher unable to work, such as continuing care for a chronic condition or rehabilitation. The LTD plan is not a worker's compensation program.

The LTD plan goes into effect after 30 calendar days from the day the disability occurs. By contract, and the terms of the plan, the following provisions apply to the CTU-Diocesan LTD plan.

- During the 30 days prior to the start of the LTD, the teacher must use any accumulated sick days. If the teacher has accumulated more than twenty sick days (i.e. as the number of school days in a regular calendar month), the teacher may use all accumulated sick days to continue to receive full pay for the time period. The LTD pays approximately two-thirds of the teacher's salary, with a maximum established in the plan. A teacher who has accumulated 180 sick days could receive a full year's salary for a school year, without using the LTD.
- The teacher with a disability cannot "split" the use of sick days. If sick days are used for the initial 30 calendar day period, then the LTD is used, the teacher cannot stop the LTD at some point and use more sick days.
- If the teacher who participates in the LTD plan returns to work at the end of the period of disability, any unused sick days are returned to the accumulated sick day bank.
- The LTD premium cost is shared equally by the teacher and the school. By contract, the premium cost of the plan cannot be *more than* \$0.63 per \$100 of salary. Thus, the LTD premium for a teacher making \$40,000 would be no more than \$252 per year, with the teacher and school each paying \$126. Historically, the rate has been below the contracted amount.
- For teachers who do not have enough accumulated sick days to cover the initial 30 calendar day period before the LTD benefits start, they must first use any sick days they have, then will be covered under the diocesan short term disability plan until the day after the thirty calendar days after the disability occurred. The diocesan plan pays a percentage of the teacher's salary, with established maximums.
- During the period of disability, when sick days and LTD payments are made, the teacher is still covered under the school's medical plan, with premium payments as listed in the contract. If a teacher with a disability wants to stay in the medical plan after the participating in the LTD and twenty-six weeks, the total premium cost of the medical plan will be paid by the teacher, for a period up to one year.
- Return from disability covered by the LTD plan must occur no later than one year and twenty-six weeks and the number of unused sick days from the date of disability. If a teacher does not return to work within that time period, the teacher's employment will be terminated.

Generally, the LTD plan is used for long-term care when a teacher unable to work does not have a sufficient number of sick days to cover the entire period of the long-term care.

In planning long-term care, teachers should note that the LTD plan does not pay the teacher's full salary.

Any teacher facing long-term care should contact the union office to discuss the specifics of the LTD plan in any particular case.

Minister cont'd

Archdiocese, which asserted that they were "ministers" because they sometimes participated in graveside prayers. The Archdiocese prevailed and the cemetery workers were denied the protection of federal labor law. In January 2012, the US Supreme Court's *Hosanna-Tabor Evangelical Lutheran Church and School* decision held that a teacher at a religiously affiliated elementary school in Michigan could not rely on the American with Disabilities Act to retain her job because of the "ministerial exception" principle in federal law.

The ministerial exception principle is based on the First Amendment's free exercise and establishment clauses. Since the 2012 decision, the principle has been applied by employers of religiously affiliated institutions to deny legal protections to employees. The Supreme Court did not attempt to define the term "minister" in law. The application of the term and its expansion to include more and more employees of religiously affiliated institutions, then, is problematic for Catholic school teachers.

For thirty-five years the CTU and Camden Diocesan schools have worked under legally binding, negotiated contracts. If teachers are now recognized as "ministers" on a canonical or ecclesiastical level with clergy and religious then the terms of the negotiated contracts are in peril.

Are Catholic school teachers ministers? Yes, in a metaphorical sense. They witness to the Catholic values and principles by their work in the schools. They are not clergy. Until the term "minister" gains a clearer legal meaning, it is problematic to call teachers "ministers" since it pushes the understanding of teachers' roles in the school closer to the meaning of "clergy."

Useful Links

[Horizon](#) [Medical]
[Express Scripts](#) [Prescription]
[403\(b\)](#) Retirement Plan
[Vision](#) Benefits of America
[ABCO](#) Credit Union
[Camden Diocese](#) Human Resources Department

October 1 -

- * **Graduate Tuition Reimbursement** for courses taken in spring and/or summer 2019
- * Earliest date for **formal observations** to begin

CTU Scholarship

Union members with children who are seniors at any high school [not just CTU schools] this year and attending any type of continuing education next September – please note that CTU offers a one time \$750 scholarship. You will need to submit a copy of the tuition bill or transcript. Contact [Mary Kay Rossi](#) for the form.