



Catholic Teachers Union

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From the President

Fellow CTU Members,

Is it too late to wish you all a happy new year? If you are Larry David fans, then I guess I missed my chance. Nevertheless, I do hope this year brings you health, prosperity, and happiness!

The National Association for Catholic School Teachers (NACST) held its convention in Buffalo, New York this past October. VP Bob Cranston and I attended. Our legal counsel, Marty Milz gave a very informative presentation on preparing and defending grievances and the locals in attendance got a chance to report on what's going on in each of their schools. It's always good to share information with colleagues and get some fresh ideas.

Our local isn't the only one experiencing the challenges of dropping enrollment. It's especially important at this time to focus on what makes our schools stand out; dedicated teachers who show up every day to teach their students not only the academic courses, but who genuinely care about their student's spiritual development. So many of you show up for kids on your own time, attending retreats, dances, sporting events, and tutoring sessions. God bless you for your dedication and hard work. You are truly inspiring!

On that note, I'd like to invite you to share your testimonials with your CTU colleagues. If you have a union story or an inspiring story from the classroom, please consider sharing it with the rest of us. Send it to me (mkrossi@ctunj.com) and we'll print them in the newsletter throughout the year.

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

Executive Board

Mary Kay Rossi (PVI),
President

Bob Cranston (CCHS),
Executive Vice President

Maureen Simzak (PVI),
Secretary

Kelly Phillips (PVI),
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Area Vice Presidents
Kevin Gallagher (PVI)

Scott Higbee (HSHS)

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Delegates

James Keough (CCHS)

Scott Higbee (HSHS)

Donna Camardo (PVI)

Katie McCann (WCHS)

Jena Ring (SJOS)

NLRB Unfair Labor Practice Standards & NJ Catholic School Teachers

Chris Ehrmann

Employee labor rights in New Jersey can be enforced in the state court system. Following the CTU's 1997 lawsuit [*St. Teresa v. South Jersey Catholic School Teachers Union*] in which the state Supreme Court unanimously decided in the union's/teachers' favor, state courts have jurisdiction over disputes between Catholic school teachers and their employers. In general, courts look to precedents and prior decisions to guide their decisions. Standards and principles enshrined in the National Labor Relations Act [NLRA] are the proper material for judgments of NJ courts. At no point after the 1997 decision has the union filed a suit against the employer Church in the state. This is, however, an option available to NJ Catholic school teachers and their unions.

The National Labor Relations Board [NLRB] does not have jurisdiction over Catholic school teachers, a result of the 1979 US Supreme Court *Catholic Bishops of Chicago* decision. Although the decisions and opinions of the NLRB are not juridically binding they are the standards New Jersey courts would use to settle disputes.

The NLRA sets standards for interactions between employers and individual employees in the exercise of rights to organize and bargain collectively. Section 7 of the NLRA lists labor rights for employees. Section 8 of the Act lists "unfair labor practices" of employers dealing with employees in the exercise of their labor rights.

Under the law, it is an unfair labor practice for employees to "interfere with, restrain, or coerce employees in the exercise of the rights" guaranteed in the NLRA.

Under the standards, diocesan and/or school administrators cannot threaten employees with adverse consequences, such as closing a school, loss of benefits, or more onerous working conditions, if they engage in union activity or select CTU to represent them. Further, administrators cannot coercively question employees about their own or other teachers' union activities or sympathies. Finally, administrators cannot discipline or discharge a union-represented employee for refusing to submit, without a representative, to an investigatory interview the employee reasonably believes may result in discipline.

It is significant that teachers in schools with CTU representation have the legal protection of the state courts. It is essential for all teachers, especially those newly hired in the schools, to realize that meetings with school administrators do not need to be clandestine, intimidating events. On the contrary, the standards in Section 8 of the NLRA allow teachers to work without fear of coercion or retribution by administrators who may prefer to operate the schools without negotiated contracts or recognition of the teachers' labor rights.

A legal remedy for unfair labor practices by administrators is available for New Jersey Catholic school teachers, specifically for those in schools with CTU representation.

Know Your Contract -The Grievance Procedure

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

The purpose of the grievance procedure is to provide a systematic process for the resolution of contractual disputes. The grievance process is not intended to resolve all disagreements or disputes which may arise in the normal operation of the school. A teacher and administrator may disagree about the particular methods for the maintenance of order and discipline in a classroom. Such a disagreement would be resolved through discussions between the teacher and administrator. As in any negotiated contract, not every individual circumstance which does occur in a classroom can be contractually elucidated. So, while it may be understood that a teacher is to maintain order in the classroom, it is not the matter for a contractual provision.

In CTU history, under the first three contracts [1984, 1987, 1990] the union filed more than fifty grievances. It is not surprising since both diocesan and school administrators on one hand and union members were first getting used to working with a contract. Many of the grievances filed were settled at the individual school level. Many moved through the process and were resolved at the final step [decision by a grievance board following a hearing]. One grievance [concerning the discipline of a tenured employee] was settled by an arbitrator's decision, following an American Arbitration Association hearing.

Unless subsequent contracts addressed the matter of grievance decisions, the decision is held to be the correct interpretation or application of the issue resolved.

There are two areas for the processing of grievances: one deals with the suspension or dismissal of a teacher, either tenured or non-tenured; the other deals with all other contractual disputes.

A general principle used in the filing and processing a grievance is that the parties are to explore whether or not the dispute can be resolved informally, before a grievance is filed. Often, questions and disputes have been resolved in the schools, without filing a grievance. If the grievance is filed, the first opportunity to discuss the issue is at a hearing held by the local school administrator. If the administrator's decision is not satisfactory, the union may appeal the decision to a hearing by the Superintendent. If that decision does not settle the dispute, the union [after discussion by the Executive Board] may decide to move the dispute to a hearing before an arbitrator with Catholic school experience, with the union and school agreeing to the arbitrator. Following that hearing, the arbitrator's decision is final and binding on the schools and teachers.

The grievance process is different for the suspension or dismissal of a teacher. If a teacher is suspended or fired, the grievance is initially filed at the Superintendent's Level. For non-tenured teachers, the decision of the Superintendent is final. For tenured teachers who were suspended or fired, the process can be moved [again, following a decision of the union Executive Board] to a hearing before an arbitrator from the American Arbitration Association. The decision of the AAA arbitrator is then final and binding on all parties.

The purpose of the grievance process is to ensure the correct interpretation and application of contractual provisions in the day-to-day operation of the schools. The procedure is not intended to add new obligations for either party or to re-negotiate contractual provisions.

January 2020 Report of the Bureau of Labor Statistics

released by the US BLS January 22

Information taken from the most recent annual report of the United States Bureau of Labor Statistics

- in 2019, the percent of wage and salary workers who were members of unions--the union membership rate--was 10.3 percent, down by 0.2 percentage point from 2018
- the number of wage and salary workers belonging to unions was 14.6 million in 2019
- in 1983, the first year for which comparable union data are available, the union membership rate was 20.1 percent and there were 17.7 million union workers
- the union membership rate of public-sector workers (33.6 percent) continued to be more than five times higher than the rate of private-sector workers (6.2 percent)
- the highest unionization rates were among workers in protective service occupations (33.8 percent) and in education, training, and library occupations (33.1 percent)
- nonunion workers had median weekly earnings that were 81 percent of earnings for workers who were union members (\$892 versus \$1,095).

Useful Links

[Horizon](#) [Medical]

[Express Scripts](#) [Prescription]

[403\(b\)](#) Retirement Plan

[Vision](#) Benefits of America

[ABCO](#) Credit Union

[Camden Diocese](#) Human Resources Department

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.

Upcoming Dates

March 18 - distribution of Teacher Preference Forms

April 1 - graduate tuition reimbursement for Fall 2019 courses