

**CONTRACT**

**BETWEEN**

**BOARD OF EDUCATION OF THE BOROUGH OF FORT LEE**

**IN THE COUNTY OF BERGEN**

**AND**

**FORT LEE ADMINISTRATORS' GROUP**

**2018-2019**

**2019-2020**

**2020-2021**

**2021-2022**

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**PREAMBLE**

This Agreement is entered into October \_\_, 2019, by and between the

**BOARD OF EDUCATION OF THE BOROUGH OF FORT LEE  
IN THE COUNTY OF BERGEN**

hereinafter called the "Board" and the

**FORT LEE ADMINISTRATORS' GROUP**

Hereinafter called "FLAG"

## **ARTICLE 1**

### **Recognition**

**1.1** The Board hereby recognizes the FLAG Group during the lifetime of this Agreement, as the exclusive representative for collective negotiations concerning grievances and the terms and conditions of employment for all employees who comprise the unit hereunder as follows:

**1.1.1** Principal

**1.1.2** Assistant Principal

**1.1.3** Director of Special Education

**1.1.4** Director of Athletics, Physical Education and Health

**1.1.5** Instructional Supervisors

**1.1.6** Director of School Counseling Services.

**1.1.7** Director of Special Services

**1.2** The following personnel are hereby specifically excluded from the negotiation unit:

**1.2.1** Director Curriculum and Instruction

## **ARTICLE 2**

### **Salaries**

#### **2.1 Salary Schedule and Agreement**

**2.1.1** The salary schedule for the employees covered by this Agreement for the school year 2018-2019, 2019-2020, 2020-2021, 2021-2022 are set forth in Exhibit "A" attached hereto and made a part hereof.

**2.2 Withholding of Increments**

2.2.1 The Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both of any employee upon (a) the recommendation of the Superintendent of Schools and (b) pursuant to the provisions and procedures as prescribed by N.J.S.A. 18A:29-14, as amended and supplemented.

**2.3 Placement on Salary Schedule**

**2.3.1 Adjustment to Salary Schedule**

Each employee presently covered by this Agreement shall be placed on the salary schedule in accord with Schedule "A" made a part hereof.

**2.3.2 Credit for Experience**

Whenever a person shall hereafter accept office, position, or employment, covered under this Agreement, their initial place on the salary schedule shall be at such point as may be agreed upon by the employee and the Board of Education. The Board shall evaluate his/her outside educational experience and has the sole right to fix starting salary.

**2.3.3 Longevity Pay**

For the term of the contract, all individuals receiving longevity shall be frozen at their current levels. The levels are as follows:

- (a) Tenure Year \$600.00
- (b) Five Years of Service \$900.00

- (c) Ten Years of Service        \$1,400.00
- (d) Fifteen Years of Service    \$3,300.00

**2.3.4 Merit Compensation**

Commencing with the school year beginning July 1, 2003, the Board of Education shall discontinue merit increases for employees covered under the terms of the agreement, provided, however, that only employees who receive Merit Compensation as of January 1, 2014 may continue to receive this benefit.

**2.3.5 Retirement Payout**

There shall be no freeze on retirement payouts for accumulated sick leave until June 30, 2012, whereupon a freeze on retirement payouts shall be in effect.

**2.3.6 Work Year**

Employees shall work a twelve month calendar. It is understood by and between the parties that Christmas break shall be treated as a holiday and employees will not be charged vacation days for this break.

**2.3.7 Professional Development Hours**

Employees shall provide twenty (20) hours of professional development activities in their area of responsibilities as designated by the Superintendent.

**2.3.8 Evening Activities**

After ten (10) evening/weekend activities attended, each administrator will be paid a fifty dollar (\$50) stipend for each additional evening/weekend activity beyond ten (10). This provision will not apply for the attendance at athletic events by the Director

of Athletics or designee. Approval of the activities to be considered for payment is at the discretion of the Superintendent of Schools.

### **ARTICLE 3**

#### **Health Insurance**

- 3.1** The Board will provide, for employees covered under this Agreement, and their eligible dependents, as such dependents are defined and included under the following insurance policies, the following health insurance benefits under the New Jersey Public and School Employees Health Benefits Plan [Employees shall contribute to his/her health benefits in accordance with the State Law.]
- 3.2** The Board may change insurance carriers at its option after notification to the FLAG, provided equal to or better benefits are provided.
- 3.2.1** The Board agrees to continue, the present or substantially similar dental coverage plan, optical coverage plan and prescription drug plan for all employees covered by this Agreement during the school years 2018-2019, 2019-2020, 2020-2021, 2021-2022.
- 3.2.2** A payment for waiver of health benefits shall be in accordance with the State Law. On an annual basis, the waiver payment will be paid in two installments, December and June. Employees who are entitled to waive medical coverage and provides proof of alternative health insurance coverage may waive coverage with the Board in exchange for a waiver payment. The amount of the waiver payment shall pursuant to the rules

and regulations of the SEHBP, which is up to 25% of the amount saved by the Board, or five thousand dollars (\$5,000), whichever is less. Pursuant to law, the waiver payment shall first be reduced by the amount of what the employee's contribution would have been under Chapter 78 had the employee taken the coverage.

**3.2.3** The base health insurance plan for all FLAG employees hired after the start of the 2018-2019 school year shall be Direct 15. The base health insurance plan for FLAG employees hired prior to the start of the 2018-2019 school year shall be Direct 10. Such existing employees may enroll in the Direct 15 health insurance plan, however said FLAG employees shall be permitted to re-enroll in the Direct 10 health insurance plan in the future.

## **ARTICLE 4**

### **Sick Leave**

**4.1** All Administrators covered under the terms of this Agreement shall be allowed sick leave with full pay for twelve (12) days in each calendar year. Any unused allowance shall be accumulated. The Board of Education may require a physician's certificate to be filed with the Business Administrator/Board Secretary in case of sick leave claimed.

**4.2** Employees will use the Board's automated attendance software package. Whenever the sick leave absence of any employee exceeds ten (10) consecutive working days, said employee shall submit, to the Board Administrator/Board



Secretary, a certificate from a physician, engaged by said employee, delineating (1) the physician's diagnosis of the illness or injury, and (2) the physician's prognosis of the anticipated date of return to regular employment. The doctor's report shall include any limitations on the employee's ability to return to work and the time period of such limitations. The doctor's report shall be due not later than the fifteenth (15<sup>th</sup>) day following the commencement of the sick leave.

**4.3** The following additional sick leave benefits shall be paid at the time of retirement:

**4.3.1** Benefits will apply to employees who retire under full-formula benefits as prescribed by the N.J. State Teachers Pension and Annuity Fund of the N.J. State Employees' Retirement System.

**4.3.2** These benefits shall provide compensation during paid terminal leave at the rate of the annual salary applicable as of the time of retirement, with the extent of this salary payment to be 75% of the number of days of credited accumulated sick leave as of the time of retirement, except that not more than one hundred (100) days totally of this payment within the terminal leave period shall be allowed.

**4.3.3** The terminal leave payment shall be calculated on the basis of 1/240 of the employee's salary rate at the time of retirement.

**4.3.4** In administering this benefit, it is expected that the terminal leave period will commence at the close of a regular school year.

**4.3.5** The payment of accumulated sick days at retirement will be capped at \$15,000.00 for all Administrators.

**4.3.6** A sick leave bank shall be developed by FLAG and the Board for the purpose of assisting FLAG members who require additional sick days.

## **ARTICLE 5**

### **Temporary leave of Absence**

#### **2.4 5.1 Personal Leave**

Annually, three (3) days of personal leave shall be allowed an employee without pay deduction. Written application to the Superintendent of Schools for each personal leave shall be made at least three (3) days before taking such leave, whenever possible. The applicant shall not be required to state the reason for taking such leave other than it is being taken under this Section, except, however, that a personal day shall not be used the day before or the day after a school holiday, but this limitation shall not be applicable where the absence is required by court order.

**5.2** Employees shall use the Board's automated attendance software for reporting reasons for absence.

**5.3** No employee of the Board of Education shall remain absent from said employee's work over more than ten (10) consecutive working days for any purpose other than said employee's personal illness or injury except as such employee seeks and receives advance approval from the Board of Education, through the Superintendent of Schools, to cover said absence in excess of said ten (10) consecutive working days, with the allowed deviation as stipulated in the

following statement. The Superintendent of Schools is empowered to extend such span of absence beyond said ten (10) day period, up to the next date on which the Board of Education will meet.

**5.4** Employees shall be granted three (3) bereavement leave days per occurrence for immediate family.

## **ARTICLE 6**

### **SUCCESSOR AGREEMENT**

**6.1** Successor Agreement The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, as amended in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiations unit for whom FLAG is authorized to negotiate in accordance with Article 1, "Recognition" of this Agreement. Any Agreement so negotiated shall be applicable to the aforementioned personnel, shall be reduced to writing, and when adopted by appropriate Resolutions of FLAG and the Fort Lee Board of Education, shall be signed by and on behalf of the Board and FLAG. Prior to execution of the Agreement, FLAG representatives shall notify the Board in writing that they are authorized to execute the Agreement in accordance with and in compliance with its internal procedures.

**6.2** All personnel for whom FLAG is authorized to represent shall receive all of the benefits received by the members of the Fort Lee Education Association.

**ARTICLE 7**  
**Grievance Procedure**

**A. Definition**

1. A "grievance" is a complaint by which an employee or employees in the bargaining unit may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them, except that the term "grievance" shall not apply to:
  - (a) Any matter for which a method of review is prescribed by law or which by law is exclusively within the discretion of the Board.
  - (b) Any rule or regulation of the State Department of Education or the State Commissioner of Education having the force effect of law.
  - (c) Any matter according to law is beyond the scope of Board Authority.
  - (d) The failure or refusal of the Board to renew the contract of a non-tenured member of the bargaining unit.
  - (e) The withholding of an increment of a member of the bargaining unit.
  - (f) Any grievance which would not be arbitrable or negotiable if the terminal step were binding arbitration.

**B. Principles**

1. A grievance to be considered under this procedure shall be presented by the grievant no later than fifteen (15) calendar days after the occurrence of

the grievance. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances as quickly as possible.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. A grievant may present and process a grievance personally or through an appropriate representative. In either event, the grievant shall be personally present at all steps of the grievance procedure. Should a grievant want to process a grievance personally or through an appropriate representative of his/her own choosing he/she may do so; however, the majority unit shall be so notified and shall have the right to have its own representative present.
4. No reprisals shall be taken by the Board or administration against any participant because he utilizes the grievance procedure.
5. Should a grievance result from action taken by the Superintendent or the Board, a grievant may present his grievance initially at the second step of the grievance procedure.

### **C. Procedure**

1. **Step One:**

- (a) A grievant may initially discuss the matter, identified as a grievance, with the immediate supervisor in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set for in Section B, Sub-section 1.
- (b) Grievant shall file his grievance in writing by presenting the written grievance to the immediate supervisor and forwarding copies to the Superintendent of Schools.
- (c) The grievant and the immediate supervisor shall meet in an attempt to resolve the grievance not later than five (5) school days following the date on which it is filed.
- (d) The immediate supervisor shall communicate his decision in writing to the grievant not later than five (5) school days following the hearing. A copy of the decision shall also be forwarded at the same time to the Business Administrator/Board Secretary.

**2. Step Two:**

- (a) If the grievance has not been resolved at Step One of the procedure, the grievant may file the grievance in writing to the Superintendent. If the immediate supervisor is the Superintendent then the appeal shall be to the Board of Education and the grievance shall be filed with the Board Secretary. This shall be done not later than five (5) school days following the written decision of the immediate supervisor.

3. The grievant and his representative and the Superintendent, or the Board of Education, shall meet in an attempt to resolve the grievance not later than five (5) school days following the date on which the grievance as filed at Step Two. The written decision shall be communicated to the grievant not later than ten (10) school days after the meeting.

4. **Step Three:**

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Step Two, or if the Superintendent or the Board has not communicated the decision in writing to the grievant as provided in Step Two, the grievant and his representative may proceed to the next step. In the event the decision sought to be appealed is that of the Superintendent, the next step is to the Board of Education in accordance with the provisions hereof. In the event the decision sought to be appealed is that of the Board, the next step is that of advisory arbitration as described in Step Four. The hearing at the Board level may be with the Board or the Board's representative, which may consist of one or more persons designated by the Board. The request of the grievant shall clearly explain the grievance and shall be made in writing not later than five (5) school days following the decision of the Superintendent or the Board, or if no such decision has been communicated not later

than five (5) school days following the expiration of the ten (10) school day period provided in Sub-section c of Step Two.

- (b) The grievant and his representative and the Board or its representative shall meet in an attempt to resolve the grievance not later than ten (10) school days following the date on which the grievance was filed. The grievant may have three (3) representatives present when his grievance is reviewed by the Board or its representatives. The Superintendent of Schools shall be present at this step.
- (c) The Board shall communicate its decision in writing to the grievant not later than fifteen (15) school days following the meeting. A copy of the decision shall also be forwarded at the same time to the Superintendent and the Grievance Committee.

**5. Step Four:**

- (a) In the event the grievant is dissatisfied with the determination of the Board of Education aforesaid, and in the further event that the grievance involves the meaning, interpretation or application of this contract, the matter may be submitted to arbitration. A request for arbitration shall be made in writing no later than fifteen (15) days following the determination of the Board. Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the Board of Education and the FLAG



shall mutually agree upon a longer time period within which to assert such a demand.

- (b)** The Board may also request arbitration concerning any dispute regarding the interpretation or application of this contract. The time limits applicable to the Association are also applicable to the Board of Education.
- (c)** The arbitrator shall have no power or authority to add to, subtract from, change or modify any of the terms of this agreement.
- (d)** Within ten (10) school days after FLAG shall have delivered the written request for arbitration, the Board and FLAG shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator or upon the failure to obtain such a commitment within the specified time period, a request for a list of arbitrators shall be made from the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.
- (e)** The arbitrator so selected shall confer with the representatives of the Board and FLAG and hold hearings promptly, and he shall issue his decision not later than twenty (20) days from the close of hearings, or if oral hearings have been waived, then from the date that the final statements and proofs are submitted to him. The

arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted.

The decisions of the arbitrator shall be submitted to the Board and the Association and shall be advisory only.

- (f) The costs for the services of the arbitrator, including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally. Any other expenses incurred shall be paid by the party incurring expense.

**D. Miscellaneous**

1. Forms for filing grievances, serving notices, taking appeal making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the FLAG, and given appropriate distribution so as to facilitate operation of the grievance procedure.
2. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this Article.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

## **ARTICLE 8**

### **Vacation**

#### **8.1 Vacation Days**

All Administrators covered under this Agreement shall be entitled to 25 paid vacation days per year. Vacation days for administrators must be taken between July 1 until two weeks prior to the teachers' first day with the approval of the Superintendent. Vacation days may be taken when school is in session, with the prior approval of the Superintendent, with a maximum of four (4) days. There may be no more than two (2) requests for two (2) consecutive vacation days in a school year. New employees shall receive credit for their paid vacation days only after completion of six full months of service under a 12 month contract at the rate of 2.08 days per month of service. The Superintendent of Schools shall have five (5) business days from receipt of the written request for a vacation to either approve or deny the request. Requests for vacation shall not be unreasonably denied. The administration shall provide employees with four (4) month notice of days that cannot be used for vacation. The four (4) month notice requirement may be waived for emergency circumstances that could not be anticipated and that threaten the health, welfare, and safety of students and/or staff with the consideration of an employee's arrangement that has been made and cannot be altered without financial hardship. Administrators will be paid at his/her per diem rate for up to a maximum of ten (10) unused vacation days during each year of his Agreement, the per diem rate will be based upon the

Administrator's salary as of June 30<sup>th</sup> of the previous year. Payment for up to ten (10) unused vacation days will be made no later than July 30<sup>th</sup> of each year.

The Superintendent will provide all administrators who serve under this contract a written 12 month calendar indicating what days can be taken off during the calendar year. Vacation days will not accrue from year to year.

## **8.2 Winter Break**

For the duration of this agreement, no administrator covered under the terms of this agreement with the exception of the Director of Athletics/Physical Education and Health will be required to work during those days that schools are closed for winter break. The Director of Athletics or designee will work only when athletic games either home or away are scheduled without additional remuneration or compensatory time off. It is expected that the Director of Athletics or designee will be on site at least one hour prior to all events and remain at least one hour after the last event has ended. The athletic director shall be permitted flex time until 10:00 am on mornings after night or evening contests and/or activities.

## **8.3 Increase in Work Year**

For the duration of this agreement, no administrator covered under the terms of this agreement with the exception of the Director of Athletics/Physical Education and Health will be required to work on those days that schools are closed for the annual Teachers' Convention. The Director of Athletics will be required to work

when athletic games either home or away are scheduled without additional remuneration or compensatory time off. It is expected that the Director of Athletics will be on site at least one hour prior to all events and remain until after the last event has ended.

#### **8.4 Attendance at Conference**

Eight thousand dollars (\$8,000) each year of this contract will be allocated for FLAG conference attendance subject to the approval of the Superintendent which will not be unreasonably withheld.

### **ARTICLE 9**

#### **Doctoral Adjustment**

An annual off-guide adjustment of \$1,000.00 will be paid for those Administrators who have earned a doctoral degree, and not an equivalent.

### **ARTICLE 10**

#### **403-b Plans**

The Board agrees to make deposits of payment for sick leave accumulated by members of FLAG under the terms of this agreement to which eligible retirees are entitled into their 403-b accounts on a tax deferred basis pursuant to the provisions of the Economic Growth and Tax Relief Reconciliation ACT of 2001 (EGTRRA) insofar as such payments are permitted under the laws of the United States and the State of New Jersey; provided

however, that such payments shall only be made into accounts maintained by companies who certify that they are qualified to provide 403-b accounts pursuant to "EGTRRA" and who execute and provide to the Board a Hold Harmless Agreement regarding liability for payment of funds on behalf of retirees eligible under the terms of this agreement.

## **ARTICLE 11**

### **Professional Development**

**11.1** Two meetings per month will be held and devoted to administrative professional development. Meetings will take place after school, from 3:30 p.m. through 5:30 p.m. These meetings are in addition to Administrative Council meetings.

**11.2** Tuition reimbursement will be available for administrators, with the following restrictions:

a. No more than two courses may be eligible for reimbursement in a calendar year.

b. The rate of reimbursement will be 50% of the cost at a rate approved on a yearly basis by the Board of Education, with a cap of six (6) credits eligible for reimbursement in a calendar year.

c. Any eligible or unused credits, for which reimbursement is not requested, shall not be carried over to the next calendar year.

d. Eligibility for tuition reimbursement is limited to those administrators who obtained tenure as an administrator.

e. An administrator who is requesting reimbursement must supply an official college transcript.

f. Only courses where the administrator receives a grade of B or better will be reimbursed.

### 11.3 Professional Dues Statement

Each member of FLAG shall be allotted money to cover the cost of professional dues. The amount is not to exceed \$1,500 and must be used to enroll in PSA and its affiliate, the Bergen County Principals Association and a minimum of one professional development association (i.e., A.S.C.D., International Reading Association, The Assoc. for the Gifted Child, etc.) to support their role as an instructional school leader. Membership will be paid by the district using a purchase order.


## ARTICLE 12

### Duration of Agreement


This Agreement shall remain in full force and effect as of July 1, 2018, and shall remain in full force and effect through June 30, 2022.

### SIGNATURES

FOR THE BOARD:

  
By Esther Han Silver  
Board President

FOR THE ASSOCIATION

  
By: Patrick A. Ambrosio  
Association President

## HIRING RANGE

New Hires Schedules- The initial salary of newly hired administrators shall be in the hiring ranges as indicated in Schedule A. The hiring ranges shall apply to individuals hired into administrative positions as of July 1, 2014. It is understood between the parties that the below hiring range is not a cap on future earnings for members of the bargaining unit. The determination of the Board shall be final and not grievable.

### FLAG HIRING GUIDE

| <u>Position</u>         | <u>Min. Salary</u> | <u>Max Salary</u> |
|-------------------------|--------------------|-------------------|
| HS Principal            | \$130,000          | \$145,000         |
| MS Principal            | \$122,500          | \$132,000         |
| ES Principal            | \$120,000          | \$130,000         |
| Supervisor              | \$85,000           | \$105,000         |
| AD                      | \$100,000          | \$120,000         |
| Asst. Principal<br>K-8  | \$105,000          | \$120,000         |
| Asst. Principal<br>H.S. | \$110,000          | \$125,000         |



**FORT LEE ADMINISTRATORS  
SCHEDULE A**

| <b>Employee</b>      | <b>18-19</b> | <b>19-20</b> | <b>20-21</b> | <b>21-22</b> |
|----------------------|--------------|--------------|--------------|--------------|
| Ambrosio, Patrick    | \$142,441    | \$146,714    | \$150,969    | \$155,347    |
| Berman, Jay          | \$157,063    | \$161,775    | \$166,466    | \$171,294    |
| Brennan, John        | \$120,000    | \$123,600    | \$127,184    | \$130,872    |
| Bitar, Mark          | N/A          | \$92,000     | \$94,668     | \$97,413     |
| Carlor, Michele      | \$94,531     | \$97,367     | \$100,191    | \$103,097    |
| Carrubba, Lauren     | \$143,057    | \$147,349    | \$151,622    | \$156,019    |
| Collazo-Baker, Diane | \$116,933    | \$120,441    | \$123,934    | \$127,528    |
| Daniello, Robert     | \$149,571    | \$154,058    | \$158,526    | \$163,123    |
| Davis, Diana         | \$136,910    | \$141,017    | \$145,106    | \$149,314    |
| Diaz, William        | \$126,005    | \$129,785    | \$133,549    | \$137,422    |
| Finizio, Joseph      | \$120,527    | \$124,143    | \$127,743    | \$131,448    |
| Giacomelli, Rosemary | \$161,851    | \$166,707    | \$171,542    | \$176,517    |
| Glynn, Lauren        | \$142,441    | \$146,714    | \$150,969    | \$155,347    |
| Neff, Steven         | \$95,000     | 97,850*      | N/A          | N/A          |
| Raftery, Michael     | \$131,546    | \$135,492    | \$139,421    | \$143,464    |
| Ruesga, Gina         | \$115,048    | \$118,499    | \$121,935    | \$125,471    |
| Vilardi, Peter       | \$110,000    | \$113,300    | \$116,586    | \$119,967    |

\* prorated