

**MEMORANDUM OF AGREEMENT
to the
Agreement between the
PASSAIC BOARD OF EDUCATION
and
THE PASSAIC ASSOCIATION OF DEPARTMENT
CHAIRPERSON AND MANAGERS**

Any provision(s) not changed in this Memorandum of Agreement shall remain as set forth in the current agreement.

PREAMBLE

The first paragraph in the Preamble shall be deleted and replaced as follows:

The negotiating committee of the Education Association of Passaic and the negotiating committee of the Board of Education of the City of Passaic have agreed to the following settlement of negotiations between them for the school years of 2000-2001 (retroactive), 2001-2002 (retroactive), 2002-2003, 2003-2004. This agreement is entered into this ____ day of _____, 2002 by and between the Passaic Association of Department Chairpersons and Managers, hereinafter called the "Association" and the Board of Education of the City of Passaic hereinafter called the "Board."

**ARTICLE I
RECOGNITION**

The following member positions shall be deleted from Article I, paragraph C:

Payroll Coordinator
Manager Information Systems

The following member positions shall be added to Article I, paragraph C:

Assistant Payroll Coordinator
Network Manager
Abbott Facilities Coordinator (state title replaces Administrative
Manager of Building Services and the successor title)
Accountant / Fixed Assets Coordinator
Director – Quality of Life Programs
Director of Grants
Department Chair – Nurses (to be included in Department Chairs –
revised title – without specificity)
Executive Assistant to the Superintendent (Superintendent Office Manager)
Executive Assistant to the Business Administrator (Fiscal Services Coordinator)
Executive Assistant to the Human Resources Specialist (Human
Resources Office Manager)

ARTICLE VII
GRIEVANCE PROCEDURES

The Grievance procedures shall be amended to be in accordance with the current contract entered into between the Board and the Education Association of Passaic (EAP).

ARTICLE VIII
SICK LEAVE

B. Limit at \$16,250. ✓

Add: Reimbursement paid to estate of employee if death occurs prior to retirement.

ARTICLE IX
PAYMENT FOR GRADUATE CREDIT

This Article shall be amended to be in accordance with the current contract entered into between the Board and the Education Association of Passaic (EAP).

A. Increase \$1500 to \$2500 ✓

G. Non-certificated personnel will be eligible for tuition reimbursement for courses and workshops which lead to improvement in their areas of employment with the prior approval of the Superintendent of Schools or his designee. ✓

ARTICLE XI
INSURANCE PROTECTION ✓

The orthodontic and Short-Term Disability benefits shall be amended to be in accordance with the current contract entered into between the Board and the Education Association of Passaic (EAP).

ARTICLE XII
SALARY GUIDE ELIGIBILITY AND RECLASSIFICATION ✓

The following provision shall be added as paragraph (H)

H. To be eligible for placement on the Doctorate salary guide, an employee must produce credential certifying the attainment of a valid Doctoral Degree. The Doctorate must be earned in residence (attendance) at an approved college or university.

Existing paragraphs H, I, J shall be renumbered I, J, K respectively.

ARTICLE XIV
WORKING CONDITIONS ✓

The word "the" in between the words "during" and "five" in paragraph C, toward the end of the third line, shall be deleted.

ARTICLE XV
NONDISCRIMINATION

This entire article shall be deleted.

ARTICLE XVI
SALARIES

The parties agree that the current stipend of \$1,000 and per person supervision rate of \$75 under paragraph A, shall be modified as follows:

| | | |
|-----------|---------|------|
| 2000-2001 | \$1,200 | \$85 |
| 2001-2002 | \$1,400 | \$85 |
| 2002-2003 | \$1,600 | \$95 |
| 2003-2004 | \$1,800 | \$95 |

The Board agrees that the current stipend of \$4,000 under paragraph H for the Public Relations Coordinator, shall be modified as follows:

| | |
|-----------|---------|
| 2000-2001 | \$4,100 |
| 2001-2002 | \$4,200 |
| 2002-2003 | \$4,300 |
| 2003-2004 | \$4,400 |

Non-department chairpersons – 3.5% exclusive of the cost of movement within the guides each year of the contract.

When non-certificated personnel are required to work on days other than regularly scheduled work days will be reimbursed on a per diem basis at the rate of 1/240th of their annual salary.

The following shall be the base salary (annual) for the positions listed below effective July 1, 2000 and shall be increased by 3.5% each year of the agreement.

| | |
|------------------------------------|----------|
| Superintendent Office Manager | \$75,500 |
| Fiscal Services Coordinator | \$75,500 |
| Human Resources Office Manager | \$71,500 |
| Abbott Facilities Coordinator | \$81,000 |
| Grants Director | \$62,000 |
| Director, Quality of Life Programs | \$62,000 |
| Bookkeeper | \$75,500 |
| Assistant Payroll Coordinator | \$55,000 |
| Accounts Manager | \$60,000 |

BOARD:

ASSOCIATION:

Date: March 7, 2002

PASSAIC, NEW JERSEY

Passaic Association of Department Heads and Managers

May 15, 2002

COMPTROLLER

| | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 |
|--------|---------|---------|---------|---------|---------|
| Step 1 | 62,927 | 67,680 | 70,048 | 72,500 | 75,038 |
| Step 2 | 63,670 | 68,710 | 71,115 | 73,604 | 76,180 |
| Step 3 | 64,615 | 69,757 | 72,198 | 74,725 | 77,340 |
| Step 4 | 68,424 | 70,819 | 73,297 | 75,863 | 78,518 |

ACCOUNTS PAYABLE MANAGER

| | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 |
|--------|---------|---------|---------|---------|---------|
| Step 1 | 45,265 | 57,340 | 59,347 | 61,424 | 63,574 |
| Step 2 | 46,318 | 58,214 | 60,251 | 62,360 | 64,542 |
| Step 3 | 47,370 | 59,100 | 61,169 | 63,309 | 65,525 |
| Step 4 | 47,891 | 60,000 | 62,100 | 64,274 | 66,523 |

Administrative Secretary

| | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 |
|--------|---------|---------|---------|---------|---------|
| Step 1 | 48,728 | 51,852 | 53,666 | 55,545 | 57,489 |
| Step 2 | 49,551 | 52,641 | 54,484 | 56,391 | 58,364 |
| Step 3 | 50,538 | 53,443 | 55,313 | 57,249 | 59,253 |
| Step 4 | 52,422 | 54,257 | 56,156 | 58,121 | 60,155 |

Assistant Payroll Coordinator

| | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 |
|--------|---------|---------|---------|---------|---------|
| Step 1 | 35,000 | 53,362 | 55,230 | 57,163 | 59,164 |
| Step 2 | 35,910 | 54,175 | 56,071 | 58,034 | 60,065 |
| Step 3 | 55,000 | 55,000 | 56,925 | 58,917 | 60,979 |
| Step 4 | 55,825 | 55,825 | 57,779 | 59,801 | 61,894 |

HIGH SCHOOL CAFETERIA CASHIER

| | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 |
|--------|---------|---------|---------|---------|---------|
| Step 1 | 42,295 | 45,008 | 46,584 | 48,214 | 49,902 |
| Step 2 | 43,011 | 45,694 | 47,293 | 48,948 | 50,661 |
| Step 3 | 43,867 | 46,390 | 48,013 | 49,694 | 51,433 |
| Step 4 | 45,503 | 47,096 | 48,744 | 50,450 | 52,216 |

ACCOUNTANT FIXED ASSETS

| | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 |
|--------|---------|---------|---------|---------|---------|
| Step 1 | 55,000 | 57,750 | 59,771 | 61,863 | 64,028 |
| Step 2 | 58,616 | 60,668 | 62,791 | 64,989 | 67,164 |
| Step 3 | 59,495 | 61,578 | 63,733 | 65,964 | 68,164 |
| Step 4 | 60,388 | 62,502 | 64,689 | 66,953 | 69,164 |

PASSAIC, NEW JERSEY

Passaic Association of Department Heads and Managers

May 15, 2002

NETWORK MANAGER

| | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 |
|--------|---------|---------|---------|---------|---------|
| Step 1 | 55,404 | 57,302 | 59,307 | 61,383 | 63,531 |
| Step 2 | | 58,174 | 60,210 | 62,318 | 64,499 |
| Step 3 | | 59,047 | 61,113 | 63,252 | 65,466 |
| Step 4 | | 59,933 | 62,030 | 64,201 | 66,448 |

PRINT SHOP TYPE SETTER/PRINTER

| | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 |
|--------|---------|---------|---------|---------|---------|
| Step 1 | 30,452 | 30,937 | 32,019 | 33,140 | 34,300 |
| Step 2 | 30,967 | 31,408 | 32,507 | 33,645 | 34,822 |
| Step 3 | 31,121 | 31,886 | 33,002 | 34,157 | 35,353 |
| Step 4 | 31,277 | 32,372 | 33,505 | 34,677 | 35,891 |

ABBOTT FACILITIES COORDINATOR

| | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 |
|--------|---------|---------|---------|---------|---------|
| Step 1 | 71,000 | 77,409 | 80,119 | 82,923 | 85,825 |
| Step 2 | | 78,588 | 81,339 | 84,186 | 87,132 |
| Step 3 | | 79,785 | 82,577 | 85,468 | 88,459 |
| Step 4 | | 81,000 | 83,835 | 86,769 | 89,806 |

FIELD MANAGER FOOD SERVICES

| | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 |
|--------|---------|---------|---------|---------|---------|
| Step 1 | 37,171 | 39,555 | 40,940 | 42,373 | 43,856 |
| Step 2 | 37,799 | 40,158 | 41,563 | 43,018 | 44,523 |
| Step 3 | 38,541 | 40,769 | 42,196 | 43,673 | 45,201 |
| Step 4 | 39,990 | 41,390 | 42,838 | 44,338 | 45,889 |

COORDINATOR BUILDING SERVICES

| | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 |
|--------|---------|---------|---------|---------|---------|
| Step 1 | 68,825 | 76,113 | 78,777 | 81,534 | 84,388 |
| Step 2 | 69,989 | 77,272 | 79,976 | 82,776 | 85,673 |
| Step 3 | 71,382 | 78,449 | 81,194 | 84,036 | 86,977 |
| Step 4 | 76,950 | 79,643 | 82,431 | 85,316 | 88,302 |

GRANTS DIRECTOR & DIRECTOR OF QOL PROGRAMS

| | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 |
|--------|---------|---------|---------|---------|---------|
| Step 1 | 55,000 | 62,000 | 64,170 | 66,416 | 68,741 |
| Step 2 | | 62,930 | 65,133 | 67,412 | 69,772 |
| Step 3 | | 63,874 | 66,110 | 68,423 | 70,818 |
| Step 4 | | 64,832 | 67,101 | 69,450 | 71,880 |

PASSAIC, NEW JERSEY

Passaic Association of Department Heads and Managers

May 15, 2002

BOOKKEEPER

| | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 |
|--------|---------|---------|---------|---------|---------|
| Step 1 | 48,727 | 72,153 | 74,679 | 77,292 | 79,998 |
| Step 2 | 49,552 | 73,252 | 75,816 | 78,469 | 81,216 |
| Step 3 | 50,538 | 74,368 | 76,970 | 79,664 | 82,453 |
| Step 4 | 59,947 | 75,500 | 78,143 | 80,877 | 83,708 |

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The following member positions shall be added to Article I, paragraph C:

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Network Manager
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Manager of Building Services and the successor title)
Accountant / Fixed Assets Coordinator
Director – Quality of Life Programs
Director of Grants
Department Chair – Nurses (to be included in Department Chairs –
revised title – without specificity)
Executive Assistant to the Superintendent (Superintendent Office Manager)
Executive Assistant to the Business Administrator (Fiscal Services Coordinator)
Executive Assistant to the Human Resources Specialist (Human
Resources Office Manager)

ARTICLE VII
GRIEVANCE PROCEDURES

The Grievance procedures shall be amended to be in accordance with the current contract entered into between the Board and the Education Association of Passaic (EAP).

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B. Limit at \$16,250. ✓

Add: Reimbursement paid to estate of employee if death occurs prior to retirement.

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This Article shall be amended to be in accordance with the current contract entered into between the Board and the Education Association of Passaic (EAP).

A. Increase \$1500 to \$2500 ✓

G. Non-certificated personnel will be eligible for tuition reimbursement for courses and workshops which lead to improvement in their areas of employment with the prior approval of the Superintendent of Schools or his designee. ✓

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The orthodontic and Short-Term Disability benefits shall be amended to be in accordance with the current contract entered into between the Board and the Education Association of Passaic (EAP).

ARTICLE XII
SALARY GUIDE ELIGIBILITY AND RECLASSIFICATION ✓

The following provision shall be added as paragraph (H)

H. To be eligible for placement on the Doctorate salary guide, an employee must produce credential certifying the attainment of a valid Doctoral Degree. The Doctorate must be earned in residence (attendance) at an approved college or university.

Existing paragraphs H, I, J shall be renumbered I, J, K respectively.

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WORKING CONDITIONS ✓

The word "the" in between the words "during" and "five" in paragraph C, toward the end of the third line, shall be deleted.

ARTICLE XV
NONDISCRIMINATION

This entire article shall be deleted.

ARTICLE XVI
SALARIES

The parties agree that the current stipend of \$1,000 and per person supervision rate of \$75 under paragraph A, shall be modified as follows:

| | | |
|-----------|---------|------|
| 2000-2001 | \$1,200 | \$85 |
| 2001-2002 | \$1,400 | \$85 |
| 2002-2003 | \$1,600 | \$95 |
| 2003-2004 | \$1,800 | \$95 |

The Board agrees that the current stipend of \$4,000 under paragraph H for the Public Relations Coordinator, shall be modified as follows:

| | |
|-----------|---------|
| 2000-2001 | \$4,100 |
| 2001-2002 | \$4,200 |
| 2002-2003 | \$4,300 |
| 2003-2004 | \$4,400 |

Non-department chairpersons – 3.5% exclusive of the cost of movement within the guides each year of the contract.

When non-certificated personnel are required to work on days other than regularly scheduled work days will be reimbursed on a per diem basis at the rate of 1/240th of their annual salary.

The following shall be the base salary (annual) for the positions listed below effective July 1, 2000 and shall be increased by 3.5% each year of the agreement.

| | |
|---|---------------------|
| Superintendent Office Manager | \$75,500 |
| Fiscal Services Coordinator | \$75,500 |
| Human Resources Office Manager | \$71,500 |
| <u>Abbott Facilities Coordinator</u> | \$81,000 |
| Grants Director | \$62,000 |
| Director, Quality of Life Programs | \$62,000 |
| Bookkeeper | \$75,500 |
| Assistant Payroll Coordinator | \$55,000 |
| Accounts Manager | \$60,000 |

BOARD:

ASSOCIATION:

Date: March 7, 2002

PASSAIC PUBLIC SCHOOLS

PASSAIC, NEW JERSEY

Passaic Association of Department Heads and Managers

May 15, 2002

COMPTROLLER

| | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 |
|--------|---------|---------|---------|---------|---------|
| | Salary | Salary | Salary | Salary | Salary |
| | Guide | Guide | Guide | Guide | Guide |
| Step 1 | 62,927 | 67,680 | 70,048 | 72,500 | 75,038 |
| Step 2 | 63,670 | 68,710 | 71,115 | 73,604 | 76,180 |
| Step 3 | 64,615 | 69,757 | 72,198 | 74,725 | 77,340 |
| Step 4 | 68,424 | 70,819 | 73,297 | 75,863 | 78,518 |

ACCOUNTS PAYABLE MANAGER

| | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 |
|--------|---------|---------|---------|---------|---------|
| | Salary | Salary | Salary | Salary | Salary |
| | Guide | Guide | Guide | Guide | Guide |
| Step 1 | 45,265 | 57,340 | 59,347 | 61,424 | 63,574 |
| Step 2 | 46,318 | 58,214 | 60,251 | 62,360 | 64,542 |
| Step 3 | 47,370 | 59,100 | 61,169 | 63,309 | 65,525 |
| Step 4 | 47,891 | 60,000 | 62,100 | 64,274 | 66,523 |

Administrative Secretary

| | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 |
|--------|---------|---------|---------|---------|---------|
| | Salary | Salary | Salary | Salary | Salary |
| | Guide | Guide | Guide | Guide | Guide |
| Step 1 | 48,728 | 51,852 | 53,666 | 55,545 | 57,489 |
| Step 2 | 49,551 | 52,641 | 54,484 | 56,391 | 58,364 |
| Step 3 | 50,538 | 53,443 | 55,313 | 57,249 | 59,253 |
| Step 4 | 52,422 | 54,257 | 56,156 | 58,121 | 60,155 |

Assistant Payroll Coordinator

| | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 |
|--------|---------|---------|---------|---------|---------|
| | Salary | Salary | Salary | Salary | Salary |
| | Guide | Guide | Guide | Guide | Guide |
| Step 1 | 35,000 | 53,362 | 55,230 | 57,163 | 59,164 |
| Step 2 | 35,910 | 54,175 | 56,071 | 58,034 | 60,065 |
| Step 3 | 55,000 | 55,000 | 56,925 | 58,917 | 60,979 |
| Step 4 | 55,825 | 55,825 | 57,779 | 59,801 | 61,894 |

HIGH SCHOOL CAFETERIA CASHIER

| | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 |
|--------|---------|---------|---------|---------|---------|
| | Salary | Salary | Salary | Salary | Salary |
| | Guide | Guide | Guide | Guide | Guide |
| Step 1 | 42,295 | 45,008 | 46,584 | 48,214 | 49,902 |
| Step 2 | 43,011 | 45,694 | 47,293 | 48,948 | 50,661 |
| Step 3 | 43,867 | 46,390 | 48,013 | 49,694 | 51,433 |
| Step 4 | 45,503 | 47,096 | 48,744 | 50,450 | 52,216 |

ACCOUNTANT FIXED ASSETS

| | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 |
|--------|---------|---------|---------|---------|---------|
| | Salary | Salary | Salary | Salary | Salary |
| | Guide | Guide | Guide | Guide | Guide |
| Step 1 | 55,000 | 57,750 | 59,771 | 61,863 | 64,028 |
| Step 2 | 58,616 | 60,616 | 60,668 | 62,791 | 64,989 |
| Step 3 | 59,495 | 61,578 | 61,578 | 63,733 | 65,964 |
| Step 4 | 60,388 | 60,388 | 62,502 | 64,689 | 66,953 |

PASSAIC PUBLIC SCHOOLS PASSAIC, NEW JERSEY

Passaic Association of Department Heads and Managers

May 15, 2002

| | | NETWORK MANAGER | | | | PRINT SHOP TYPE SETTER/ PRINTER | | | | | |
|--------|--|-----------------|---------|---------|---------|---------------------------------|---------|---------|---------|---------|---------|
| | | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 |
| | | Salary | Salary | Salary | Salary | Salary | Salary | Salary | Salary | Salary | Salary |
| | | Guide | Guide | Guide | Guide | Guide | Guide | Guide | Guide | Guide | Guide |
| Step 1 | | 55,404 | 57,302 | 59,307 | 61,383 | 63,531 | 30,452 | 30,937 | 32,019 | 33,140 | 34,300 |
| Step 2 | | | 58,174 | 60,210 | 62,318 | 64,499 | 30,967 | 31,408 | 32,507 | 33,645 | 34,822 |
| Step 3 | | | 59,047 | 61,113 | 63,252 | 65,466 | 31,121 | 31,886 | 33,002 | 34,157 | 35,353 |
| Step 4 | | | 59,933 | 62,030 | 64,201 | 66,448 | 31,277 | 32,372 | 33,505 | 34,677 | 35,891 |

| | | ABBOTT FACILITIES COORDINATOR | | | | |
|--------|--|-------------------------------|---------|---------|---------|---------|
| | | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 |
| | | Salary | Salary | Salary | Salary | Salary |
| | | Guide | Guide | Guide | Guide | Guide |
| Step 1 | | 71,000 | 77,409 | 80,119 | 82,923 | 85,825 |
| Step 2 | | | 78,588 | 81,339 | 84,186 | 87,132 |
| Step 3 | | | 79,785 | 82,577 | 85,468 | 88,459 |
| Step 4 | | | 81,000 | 83,835 | 86,769 | 89,806 |

| | | FIELD MANAGER FOOD SERVICES | | | | |
|--------|--|-----------------------------|---------|---------|---------|---------|
| | | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 |
| | | Salary | Salary | Salary | Salary | Salary |
| | | Guide | Guide | Guide | Guide | Guide |
| Step 1 | | 37,171 | 39,555 | 40,940 | 42,373 | 43,856 |
| Step 2 | | 37,799 | 40,158 | 41,563 | 43,018 | 44,523 |
| Step 3 | | 38,541 | 40,769 | 42,196 | 43,673 | 45,201 |
| Step 4 | | 39,990 | 41,390 | 42,838 | 44,338 | 45,889 |

| | | COORDINATOR BUILDING SERVICES | | | | GRANTS DIRECTOR & DIRECTOR OF QOL PROGRAMS | | | | | |
|--------|--|-------------------------------|---------|---------|---------|--|---------|---------|---------|---------|---------|
| | | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 |
| | | Salary | Salary | Salary | Salary | Salary | Salary | Salary | Salary | Salary | Salary |
| | | Guide | Guide | Guide | Guide | Guide | Guide | Guide | Guide | Guide | Guide |
| Step 1 | | 68,825 | 76,113 | 78,777 | 81,534 | 84,388 | 55,000 | 62,000 | 64,170 | 66,416 | 68,741 |
| Step 2 | | 69,989 | 77,272 | 79,976 | 82,776 | 85,673 | 62,930 | 65,133 | 67,412 | 69,772 | 70,818 |
| Step 3 | | 71,382 | 78,449 | 81,194 | 84,036 | 86,977 | 63,874 | 66,110 | 68,423 | 70,818 | 71,880 |
| Step 4 | | 76,950 | 79,643 | 82,431 | 85,316 | 88,302 | 64,832 | 67,101 | 69,450 | 71,880 | 73,880 |

**PASSAIC PUBLIC SCHOOLS
PASSAIC, NEW JERSEY**

Passaic Association of Department Heads and Managers
May 15, 2002

| | 1999-00 | 2000-01 | 2001-02 | 2002-03 | 2003-04 |
|--------|---------------------|---------------------|---------------------|---------------------|---------------------|
| | Salary Guide | Salary Guide | Salary Guide | Salary Guide | Salary Guide |
| Step 1 | 48,727 | 72,153 | 74,679 | 77,292 | 79,998 |
| Step 2 | 49,552 | 73,252 | 75,816 | 78,469 | 81,216 |
| Step 3 | 50,538 | 74,368 | 76,970 | 79,664 | 82,453 |
| Step 4 | 59,947 | 75,500 | 78,143 | 80,877 | 83,708 |

AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION
OF THE CITY OF PASSAIC**

AND

**THE PASSAIC ASSOCIATION OF
DEPARTMENT CHAIRPERSONS AND
MANAGERS**

1997 – 2000

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PREAMBLE

A. This AGREEMENT made this day of December 18, 1997, by and between the Board of Education of the City of Passaic, located in the City of Passaic, County of Passaic, State of New Jersey, (hereinafter referred to as the "Board"), and the Passaic Association of Department Chairpersons and Managers, located in the City of Passaic, County of Passaic, State of New Jersey (hereinafter referred to as the "Association").

B. Throughout this Agreement, reference to either gender shall be deemed to mean reference to both genders.

WITNESSETH

WHEREAS, the Board recognizes the Association as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the Board as well as of its Employees and to avoid interruptions and interferences with services and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment,

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

ARTICLE I

RECOGNITION

A. The Passaic Board of Education recognizes the Passaic Association of Department Chairpersons and Managers (PADCAM) as the exclusive representative for purposes of collective negotiations with the Board concerning the terms and conditions of employment for all full time department chairpersons and managers, who are not members of any other bargaining unit, under Contract or on authorized leave, employed by the Board for the term of the Agreement, excepting therefrom all other personnel employed by the Board.

B. A Manager may be someone who is engaged in a supervisory or administrative capacity, but is not necessarily certified.

C. Unless otherwise indicated, the term "Member" when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined herein.

Members shall be as follows: All Department Heads, Administrative Secretary, Comptroller, Payroll Coordinator, Accounts Payable Manager, Manager Information Systems, Coordinator of Building Services, Administrative Manager of the Buildings and Grounds, Bookkeeper, Food Services Manager, Field Supervisor for Food Services, Print Shop Typesetter, Print Shop Operator and Public Relations Coordinator.

ARTICLE II

NEGOTIATION PROCEDURES

A. The Board agrees to engage in negotiations with the Association over a successor agreement in accordance with the regulations of the Public Employment Relations Commission and the procedure set forth herein in a good faith effort on both sides to reach continuing agreement on salaries and other conditions of employment which may then be of mutual concern and interest. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all parties.

B. Negotiations shall commence with a meeting at a mutually satisfactory place. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

C. Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III
MEMBER RIGHTS

A. Pursuant to existing laws, the Board agrees that employees shall have the right to organize and support the Association and its designated affiliates, or refrain therefrom.

B. Whenever any member is required to appear before the Board concerning any matter which could adversely affect that member in his office, position, employment or salary, then he shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. It is understood that this procedure shall not apply in the case of an emergency suspension of a member, or the evaluation procedure.

C. The Board agrees that no employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

D. All members shall have the right to periodically review their personnel file as maintained by the Board. The Board agrees to make all files pertaining to the individual available upon request with the exception of Employer's Confidential Reports. (These are comments made by former employers and cannot be made available without such employer's consent.)

E. The Board further agrees to maintain only one Personnel file for each member and to make that file available upon request.

F. Appointments must be made with the Superintendent's Office at least two (2) days in advance for reviewing files.

G. No employee shall be disciplined or reprimanded in front of students or other uninvolved employees.

ARTICLE IV
ASSOCIATION RIGHTS

A. The Board agrees to provide the Association in response to reasonable requests from time to time public information concerning the financial resources of the Passaic School District in compliance with the Right to Know Statutes of the State of New Jersey.

B. The Association and its representatives shall have the right to use school buildings at all reasonable hours when the building requested is normally opened for other functions. This building usage shall be during the lunch hour of after the conclusion of the contracted work day for employees covered by this Agreement, but in no event shall it be a part of the contracted work day. The principal of the building in question shall be notified in advance of the time and place of all such meetings. If the building is not open, the Association shall pay direct custodial overtime costs of personnel required to be in attendance plus the standard utility cost per utilization.

C. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, computers and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for and repairs or replacements necessitated as a result thereof.

D. The Association shall have the right to use the interschool mail facilities and school mail boxes as it deems necessary without the approval of building principals or other members of the administration.

E. Whenever any representative of the Association or any employee participates during regular working hours in mutually scheduled negotiation conferences or meetings with the Board or its representatives, he shall suffer no loss of pay.

ARTICLE V
BOARD RIGHTS

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after the signing of this Agreement, including, but without limiting, the generality of the foregoing the following rights:

1. The executive management and administrative control of the Board and its properties and facilities, and the on-the-job activities of its employees;
2. To hire all employees and to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action as necessary in accordance with law;
4. To establish a code of rules and regulations of the Board for its own operation;
5. To make all decisions relating to the performance of the Board's operations and maintenance activities, including, but not limited to, the methods, means, processes, materials, procedures and employees to be utilized;
6. To establish, change or combine and schedule the working hours of employees with proper notification and employee input;
7. To change the job descriptions, assignments and duties of any classification with proper notification and employee input;
8. To determine the work performance levels and standards of performance of the employees in accordance with State law;
9. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance;
10. To change, modify or promulgate reasonable rules and regulations as consistent with State laws and regulations;
11. To assign work as it determines will benefit the Board and/or the Students it serves as consistent with State laws and regulations;
12. To utilize the services of a contractor when, in the sole judgment of the Board, such services would be more efficient; and

B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, the establishment or change in any term or condition of employment, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement and New Jersey State Law.

C. Nothing contained herein shall be construed to deny or restrict the Board in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict the Board in any of its rights, responsibilities and authority under any national or state laws.

D. The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein. Any act taken by the Board not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered such as if fully set forth herein.

ARTICLE VI
NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement and during negotiations of a Successor Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike i.e., the concerted failure to report for duty or willful absence of an employee from his position, or stoppage of work, or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment, work stoppage, slowdown, walk-out or other job action (including picketing) against the Board or any of its employees or students.

B. The Association agrees that it will take all reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned, including within twenty-four (24) hours of the actions publicly disavowing the action, and advising the Board, in writing, that the Association did not call for or sanction the action. The Association shall also notify the employees of its disapproval of the action and advise them, in writing, to immediately cease and return to work immediately.

C. In the event of a strike, slowdown, walk-out or any other job action, it is covenanted and agreed that participation in such activity by any Association member may be deemed grounds for disciplinary action, subject to applicable law.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages, or both, in the event of such breach by the Association or any of its members.

ARTICLE VII

GRIEVANCE PROCEDURE

A. DEFINITION

A "grievance" is an appeal of the interpretation, application or violation of policies, agreements and administrative decisions affecting the working conditions of an employee or a group of employees.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an interpretation of this Agreement, except that this procedure shall not apply to non-renewal of non-tenure contracts or appointments. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without participation by the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. PROCEDURE

1. All grievances must be filed within thirty (30) calendar days of the notice of the cause of the grievance. In the case of grievance seeking monetary awards, the parties are limited to monetary adjustments for the school year in which the grievance is adjudicated. For the purpose of this Article, the term "school year" shall be September 1st of contract year for the term September 1, 1997 to June 30, 2000.

2. All members of the bargaining unit are required to follow grievance procedure policies as published by the Association. No bargaining unit member may grieve or file a grievance beyond level two without knowledge and approval of the Association. All grievances must be filed on the official Association grievance form. If a grievance affects a group or class of employees the Association may process such grievances or grieve as a single grievant.

3. All grievances are to be filed at the lowest appropriate level. For the purpose of this Agreement, the lowest level shall be the level at which the grievance was created or the level, which has the authority to resolve the grievance. The Association in concert with the Superintendent shall determine the level at which a grievance shall be filed. No grievance shall be filed directly into arbitration unless both parties mutually agree.

LEVEL ONE: Should level one be deemed to be the lowest appropriate level, the formal grievance shall be submitted to the immediate superior within thirty (30) calendar days of the date of the occurrence of the grievance. In the event of dual superiors (i.e. a building principal and a supervisor or director), the Association will determine which has the authority to resolve the grievance and submit the official grievance to that party with a courtesy photocopy to the other superior(s). The immediate superior shall return the grievance to the Association by U.S. Mail within ten (10) calendar days of the receipt of the grievance.

LEVEL TWO: Should level two be deemed to be the lowest appropriate level, the formal grievance shall be submitted to the Superintendent of Schools within ten (10) calendar days of the date of the occurrence of the grievance. Or if the grievance has passed through level one, it shall be presented to the Superintendent within five (5) calendar days of being returned to the Association. In either case, the Superintendent shall render his decision and return the grievance to the Association by U.S. Mail within ten (10) calendar days.

LEVEL THREE: If the grievance is not resolved to the satisfaction of the grievant at level two, or if no decision has been rendered by the Superintendent within ten (10) calendar days of his receipt of the grievance, the grievance may be scheduled for arbitration. Arbitration shall be conducted according to procedures (1) or (2) as outlined below.

(1) CONTRACT ARBITRATION: The parties agree that JEFFREY TENER shall be permanent arbitrator for the duration of the Agreement. He shall operate in an expedited arbitration format under the rules of the American Arbitration Association. The contract Arbitrator's decision shall be binding. Either party may bypass the contract arbitrator by notifying the other party of its intent to request the appointment of a formal P.E.R.C. arbitrator within fifteen (15) calendar days of the date upon which the Superintendent lost jurisdiction of the grievance. The contract arbitrator will meet with the parties on the next-to-last working day of each school-month during the life of this Agreement. These meetings will be held at the administrative offices of the Passaic Board of Education at 3:30 p.m. of each arbitration date. Either party may cancel the arbitration date for that month due to lack of grievances. The Association will be entitled to have present for these hearings its president and one other officer with no loss of pay or leave days. No individual grievants shall be required to be present at these expedited hearings, unless requested by the Board.

(2) P.E.R.C. APPOINTED ARBITRATOR: Either party may elect to select or recommend an arbitrator from the Public Employment Relations Commission (P.E.R.C.). The following procedures will be used to secure the services of an

arbitrator, should either party so desire, for those cases involving an appeal of the interpretation, application or violation of the written Agreement:

- (a) A request will be made to P.E.R.C. to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- (b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request P.E.R.C. to submit a second roster of names.
- (c) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, P.E.R.C. may be requested by either party to designate an arbitrator.

(3) RESTRICTIONS FOR A P.E.R.C. ARBITRATOR:

- (a) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties.
- (b) The arbitrator may not render a decision contrary to any decision of the Commissioner of Education of the State of New Jersey.
- (c) The findings of the arbitrator shall be binding on the parties.
- (d) Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings. This shall be accomplished within thirty (30) days of the completion of the arbitration hearings.
- (e) In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, 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.

D. COSTS

1. Each party will bear the total cost incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs, which will be shared by the two parties, and such costs will be shared equally.

E. MISCELLANEOUS

1. Forms for filing grievances, serving notice, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
2. The arbitration hearings will be scheduled so as not to interfere with working hours of the employees required to be present at the hearings. However, should circumstances necessitate hearings during school hours, there shall be no loss of pay suffered by reason thereof by the aggrieved or his representatives, if they should be employees of the Board.

ARTICLE VIII
SICK LEAVE

A. All employees covered by this Agreement shall be entitled to fifteen (15) sick days per year; five (5) such days may be used for personal leave. Unused sick days may be accumulated by each employee during the period of his/her employment and be considered as cumulative. In the event that any employee is absent ten (10) times during any school year for illness, all successive absences will be taken from his accumulated sick leave, if any exists. If the employee has no sick days accumulated from past years, it will then be charged against current personal business days. Upon initial employment, sick leave entitlement during the initial employment year shall be prorated at the rate of one and one-half (1 1/2) days per month for the period of actual time worked.

B. Upon actual non-deferred retirement from the Passaic School District, a member of PADCAM shall receive from the Board the following financial consideration of having accumulated sick leave days:

| | |
|---|---|
| For accumulated sick leave days 1 through 100 | \$60.00 per day |
| For accumulated sick leave days 101 through 150 | \$75.00 per day |
| For accumulated sick leave days 151+ with a limit of | \$100.00 per day \$14,000.00 16,250 |

C. The Board agrees to award to each member of the unit who has had perfect attendance during a semester the sum of two hundred (\$200.00) dollars per semester. These payments shall be made on the first day of school in the year immediately following the in which perfect attendance was earned.

ARTICLE IX
PAYMENT FOR GRADUATE CREDIT

A. During the term of this agreement, the money shall be divided as follows: \$1,500 for each of the fall and spring semesters, and any unused funds for the summer semester.

B. Applications shall be submitted in writing to the Superintendent of Schools by September 30, for courses to be taken during the fall semester and by February 1, for courses to be taken during the spring semester. For courses to be taken during the summer session, applications are to be submitted by June 15. Within one week following the closing date for application, the Superintendent or his/her designee shall meet with the President of the PADCAM or his/her designee to review all requests. Immediately following this review, authorization will be decided in an amount up to the current per credit charge at undergraduate/graduate divisions of the NJ State College System.

C. Members may receive payment for no more than twelve (12) credits per year. These credits may be applied equally over the fall and spring semester or all in one semester. Should the request for payment exceed the amounts specified in 20.1 and/or 20.2 for either semester, the total number of applicants' credits will be divided into the semester allocation to determine the reimbursement amount. Members who are reimbursed for twelve credits in one semester may not apply again during the school year regardless of the credit reimbursement amount.

D. Applicants must successfully complete the courses before payments can be made. In the event courses are closed by the institute of higher learning, or the applicant changes programs, he/she must notify the Superintendent's office immediately to change course titles on the application.

E. The Superintendent's approval will be given for programs leading to a Master's Degree, degree programs beyond the Master's and for all other graduate courses not leading to a degree. All courses must be related to the employee's area of certification or be of educational value to the school system and be approved by the Superintendent of schools.

F. Members will be notified by the Superintendent of his/her decision regarding their applications for undergraduate/graduate credit payment by October 15, for courses taken during the fall semester and March 1, for courses taken during the spring semester. Notification of decisions regarding summer courses will be made by June 25. Copies of notification are to be forwarded to the Association by the Superintendent.

G. The President of the PADCAM shall meet with the Superintendent to discuss and resolve problems, which may arise in the administration of this policy on undergraduate/graduate credit payment.

ARTICLE X
ISSUANCE OF CONTRACTS

The Board agrees to notify employees hereunder of their assignments for September by no later than June 30, of each year of this Contract. Contracts are to be issued by no later than June 30, showing exact salary, scale and step. In the event of changes of assignment subsequent to June 30, the reasons for each change will be discussed with each individual involved, by the Superintendent of Schools or his representative, as soon as possible after the need for such change is known or the action affecting such change is decided by the Superintendent. If the individual so requests, a representative of PADCAM may be present.

ARTICLE XI
INSURANCE PROTECTION

A. The Board agrees to pay premiums for each employee under contract covered by this Agreement and his/her immediate family and dependents for BLUE CROSS/BLUE SHIELD, RIDER "J" AND MAJOR MEDICAL under the NEW JERSEY STATE HEALTH BENEFITS PLAN for the term of this Agreement.

B. In order to obtain coverage for his/her immediate family and dependents, each employee must have a written application for this coverage on file with the Board Secretary/Business Administrator. Employees who have not previously applied for such coverage must apply as specified in this Article, using insurance forms provided for this purpose by the Board.

C. (1) The Board agrees to pay premiums for each Employee covered under this Agreement and his/her immediate family and dependents for dental benefits through DELTA DENTAL PLAN OF NEW JERSEY, INC.
(2) The specifications and carrier for this dental program shall be as established by the Board and the EAP.
(3) Said premiums, once determined, shall be exchanged in a letter between the Board and the Association.

D. (1) The Board agrees to pay premiums for each employee under contract covered by this Agreement and his/her immediate family and dependents for a paid prescription drug plan. The carrier of this plan shall be the State Health Benefits Program. This plan shall begin in September 1998 and be in effect throughout the balance of this Agreement.
(2) The specifications for this paid prescription plan are to be established by the EAP. The carrier shall be selected by the Board with the assistance of the EAP.
(3) Said premiums, once determined, shall be exchanged in a letter between the Board and the Association.

E. (1) The Board agrees to pay premiums for each employee under contract covered by this Agreement and his/her immediate family and dependents for optical benefits through VISION SERVICE PLAN OF NEW JERSEY.
(2) The specifications and carrier for this optical plan shall be as established by the Board and the EAP.
(3) Said premiums, once determined, shall be exchanged in a letter between the Board and the Association.

F. (1) The Board agrees to pay premiums for each employee under contract covered by this Agreement for a Short-Term Disability program through INSURANCE COMPANY OF NORTH AMERICA and a Long-Term Disability program through SCHOOLS INSURANCE FUND/AMEX. The bargaining unit can have their disability plans with WASHINGTON NATIONAL with a payment by the Board of \$525.00 per employee per year for the duration of the contract, commencing September 1, 1992.

(2) The specifications and carrier for these disability programs shall be as established by the Board and the EAP.

(3) Said premiums, once determined, shall be exchanged in a letter between the Board and the Association.

(4) Benefits for all hires after June 30, 1992, shall be as follows:

During the first year of employment, they shall receive the New Jersey State Health Benefits Program.

During their second year of employment, the Delta Dental and Vision Plan insurance.

During the third year of employment, the prescription plan and the disability plans.

Persons may choose to purchase additional coverage if the respective carrier will permit, at the group rates.

All premiums shall be borne by the district for all employees and where applicable, their dependents and family.

G. The Board agrees to pay premiums for each employee covered by this Agreement and his spouse for BLUE CROSS/BLUE SHIELD, RIDER "J" AND MAJOR MEDICAL under the NEW JERSEY STATE HEALTH BENEFITS PLAN during the years of that employee's retirement under the provisions of P.L. 1964 C. 125 as amended by P.L. 1974, Ch 88, Sec. 1, effective August 29, 1974 and P.L. 1979, C. 54, Sec. 1, effective March 27, 1979. The above coverage shall exclude individuals and their spouses covered by the NEW JERSEY STATE HEALTH BENEFITS PLAN under its retirement program.

H. The Board agrees to pay premiums for each employee covered by this Agreement and their spouses and for employees who retired during the term of the contract under which they were eligible for retirement coverage and for the spouses of those employees, provided that said employees were in the employment of the Passaic Board of Education prior to January 1, 1986, for the current dental program, the current prescription program and the current vision care program in retirement provided that said employee or retired employee has/had twenty-five (25) years in his/her pension fund at the time of his/her retirement.

I. The Board agrees to pay premiums for each employee covered by this Agreement who was hired after January 1, 1986 and the spouses of these employees for the current dental program, the prescription program and the current vision care program in retirement provided that said employee has twenty-five (25) years in his respective pension fund and twenty-five (25) years service with the Passaic Board of Education.

J. The Board shall provide each new employee with a description of the health care insurance coverages provided under this Article at the commencement of employment.

ARTICLE XII
SALARY GUIDE ELIGIBILITY
AND RECLASSIFICATION

- A. Staff members may be reclassified for salary guide placement once annually. Applications must be presented to the Superintendent by September 15 of each contract year. Reclassification will be effected by the Board during November of each contract year and be made retroactive to September 1 of that same contract year.
- B. To be eligible for placement on the BA +15 salary guide an employee must produce credentials certifying 15 graduate level credits taken after and not as part of the BA degree.
- C. To be eligible for placement on the BA+30 salary guide, an employee must produce credentials certifying 30 graduate level credits taken after and not as part of the BA degree.
- D. To be eligible for placement on the MA salary guide, an employee must produce credentials certifying the attainment of a valid MA degree earned after and not as part of the BA degree. The MA must be earned in residence (attendance) at an approved college or university.
- E. To be eligible for placement on the MA+15 salary guide, an employee must meet the criteria in para. 12.5 (above) and produce credentials for 15 graduate level credits taken after the MA and not as part of the BA and/or MA.
- F. To be eligible for placement on the MA+30 salary guide, an employee must meet the criteria in para. 12.5 (above) and produce credentials for 30 graduate level credits taken after the MA and not as a part of the BA and/or MA.
- G. To be eligible for placement on the MA+45/Dual MA salary guide, an employee must meet the criteria in para. 12.5 (above) and produce credentials for 45 graduate level credits or an additional MA taken after the first MA and not as a part of the BA and/or MA degree.
- H. For each fifteen (15) hours of in-service instruction, the employee will receive the equivalent of one (1) graduate credit in the salary guide.
- I. The parties agree to establish no policies or rules requiring accumulation of graduate credits for any class of employment covered by this Agreement, as it pertains to certified employees.
- J. Letter applications for salary guide reclassification will no longer be honored. All reclassification requests must be completed upon the appropriate forms available through the Superintendent's office.

ARTICLE XIII
LONGEVITY

A. Employees who become eligible for an initial longevity payment shall receive it effective September 1, following completion of their 10th year and thereafter shall receive adjustments only on September 1. This shall be effective September 1, 1992.

With respect to non-department chairpersons, the status quo shall remain for them with respect to the amounts of longevity, however, all new non-department chairpersons who are employed after September 1, 1992, shall go on Department chairpersons longevity pay schedule.

| Completion of | Department Chairpersons Longevity | Non-Department Chairpersons Longevity |
|---------------|---|---|
| 5 | — | 8.0% |
| 10 | 9.5% | 9.0% |
| 15 | 10.0% | 10.0% |
| 20 | 11.0% | 11.0% |
| 25 | 11.5% | 12.0% |
| 30 | 12.0% | 13.0% |
| 35 | — | 14.0% |

Effective September 1, 1996 all new hirees shall receive longevity as follows:

| | | |
|----------------|---|-----|
| Completion of: | | |
| 15 years | - | 8% |
| 20 years | - | 9% |
| 25 years | - | 10% |
| 30 years | - | 11% |

The amount of longevity shall be computed according to the above formula and payable in equal monthly installments of each contract year.

B. For purposes of this policy of longevity payment, leave authorized by the Board will be considered as maintenance of continuity of service provided the person granted such leave returns to service in accordance with the stipulations of such leave. However, the actual time on leave shall not be included in the calculation of the number of years of service for longevity payment eligibility.

ARTICLE XIV WORKING CONDITIONS

A. For the purpose of this Agreement, Department Chairpersons shall be entitled to compensation for time served over and beyond the regular school year. This additional time must first be approved by the Superintendent of Schools. It is specifically understood, however, that each unit member may be required to work, during the five (5) working days after the last day of the year for teachers and/or for the five (5) working days prior to the opening of school for teachers. It is mutually understood that the per diem rate for employees selected to work these days shall be prorated based upon their regular salary. It is further understood that any salary earned shall be credited for pension purposes.

B. Non-Department Chairpersons shall work the normal schedule for central administrative personnel.

ARTICLE XV NON-DISCRIMINATION

Neither the Board nor the Association shall discriminate against any employee because of race, creed, religion, color, age, sex or national origin.

ARTICLE XVI SALARIES

A. Department Chairpersons shall be placed on the appropriate step and guide of the PADCAM salary guide in effect with the addition of a stipend of \$1,000 plus \$75.00 per person supervised. The stipend shall be added to the contract salary to create a new basic contract salary for department chairpersons. (see Schedule A)

B. Non-Department Chairpersons shall be placed on the appropriate step and guide as per job title guides. Effective July 1, 1997, July 1, 1998 and July 1, 1999. (see Schedule B)

C. Employees hired as of February 1, 1999 shall not receive an increase for one school year 1999. They will be eligible for an increase effective July 1, 1999.

ARTICLE XVII FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XVIII

EFFECT OF LEGISLATION - SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders or regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New Jersey, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XIX
MATERNITY LEAVES

- A. An employee who is pregnant should notify the Board as to the dates required for this leave.
- B. Maternity leaves shall be limited to any fraction of a year plus the following academic year or one full academic year only. In no event will the employer grant two full academic years for maternity leave.
- C. An employee may declare herself as being "disabled" during the thirty (30) calendar days immediately preceding and the thirty (30) calendar days immediately following the birth. During this period of disability, the employee may utilize accumulated sick leave if the required amount of sick leave exists in the employee's account. An employee may opt for this disability and apply for no other form of leave. In such cases, the employee may commence and terminate the disability according to the above formula with no other restrictions as to commencing and termination dates. The Board shall have the right to request and obtain a physician's certificate certifying as to the disability.
- D. The employee may apply for either a maternity leave or a disability leave immediately followed by a maternity leave at any time during the academic year. The employee's last working day shall be the starting day of the maternity leave or the starting day of the disability leave should she elect both.
- E. Maternity leaves shall terminate on either September 1 or February 1 of each contract year. Employees shall not be permitted to return to work at any other time except as individually approved by the Superintendent of Schools.
- F. Appropriate Maternity Leave Disability Forms shall be developed by the employer for the completion by the employee's attending physician.
- G. Upon return, the employee will be placed on the same step and guide in effect when her leave commenced, with all benefits previously accrued. If the employee served five full calendar months prior to executing her leave option, she will be placed on the next higher step upon returning at the start of or during the following school year.
- H. The above outlined procedure shall apply for natural births as well as for adoption by both male and female employees. Disability leaves shall not be granted in the cases of adoption or male applicants. Notification of maternity leave in the case of adoption shall be as soon as the parent takes de facto custody of the child.
- I. For employees who request concurrent disability and maternity leaves, the vacancy occurs with the starting date of the disability leave. The disabled employee may be replaced as soon as practicable with a less than one year contract employee.

ARTICLE XX
SABBATICAL LEAVE

- A. Employees covered by this Agreement shall be eligible for educational leave after seven (7) years of employment in the Passaic School System at seventy-five (75%) percent of contract pay. Such leaves are to be for purposes of professional improvement. Request for educational leave must be submitted in letter form to the Association and the Superintendent by May 1 for leaves to commence with the start of fall semester and October 1 for leaves to commence with the start of spring semester. The number of employees who may avail themselves of this shall be limited to one (1) each year.
- B. Selection of those eligible employees making application will be done by the Superintendent. Selection will be based on the educational purposes including travel for which the employee is making application.
- C. Educational leaves are considered benefits to both employees and the school system. The Board recognizes these benefits and has provided the means to grant them under the following conditions:
1. The Board reserves the right
 - (a) to grant or reject any application for educational leave at its sole discretion
 - (b) to grant on seniority basis of service in the Passaic School System

(c) to terminate the educational leave or any other leave of any employee who accepts gainful employment (living allowance will not be considered). Failure by any employee to comply with any of the regulations above shall be deemed neglect of duty and an act of insubordination.

2. The request for educational leave must be in writing, submitted to the Superintendent of Schools and must include:

- (a) a plan of activity to be pursued
- (b) a statement by the applicant signifying a willingness to return and serve a minimum of two (2) years, unless prevented by illness or excused from such service by the Board of Education

3. If the provisions of the educational leave authorization have been satisfactorily completed and approved by the Superintendent of Schools, the employee shall be entitled to his regular increment and any increase in the salary guide for the period of such leave and such leave shall not be considered an interruption of continuous service in the Passaic School System.

4. Payment to a person covered by this Agreement while on educational leave shall be made in the same manner as other members, but the amount of payment shall be at the rate of seventy-five (75%) percent of the salary scale amount to which that person would be entitled if he were not on educational leave but on full-time employment in his position in the Passaic School District. It is understood that persons on educational leave shall not be entitled to payment for graduate credit as specified in Article VI of this Agreement.

5. All rights inherent in the employee's original contract shall continue as heretofore except as above defined.

ARTICLE XXI DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salary of each member upon voluntary authorization by the member to the Board, dues for PADCAM and its affiliates for the ensuing year. Such deductions shall be made in compliance together with any corrections, shall be transmitted to the Treasurer of PADCAM by the 30th of each month in which deductions were made. Any member may have such deductions discontinued at any time (60) days written notice to the Board and Association.

B. Each of the Associations named in Paragraph A (above) shall certify to the Board in writing the current rate of its memberships dues. Any Association which shall change the rate of its membership dues, shall give the Board written notice prior to the effective date of such changes.

C. Members shall be allowed to utilize Automatic Payroll Deductions for participation in the North Jersey Credit Union. This participation shall be for either savings or loan payment. Deductions shall be made on a monthly basis. Monies deducted together with records of any corrections shall be sent to the Treasurer of the Credit Union by the 30th of each month in which deductions were made. Any teacher may have deductions started or discontinued at any time upon sixty (60) days written notice to the Board Secretary/Business Administrator.

D. The Association and its members shall have the right to utilize Automatic Payroll Deductions for participation in a Tax Sheltered Annuity program. This Tax Deferred Annuity program offered employees covered by this Agreement shall be through prudential and Variable Annuity Life Insurance Company (VALIC).

E. All monies deducted from members salaries through Automatic Payroll Deduction are to be transmitted in the following manner: Association dues to PADCAM, affiliated dues to affiliates, loan payments or savings to the North Jersey Federal Credit Union, Tax Sheltered Annuities to the Prudential or VALIC, so that they are received by the agency or carrier on or before the last day of the month for which deduction was made.

F. PADCAM shall save the Board harmless from any and all causes of action which may arise out of any Board action taken in reliance upon this Article.

ARTICLE XXII
AGENCY SHOP

A. Purpose of Fee

If any employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31), which is covered in whole or in part by this Agreement, said employee will be required to pay representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee-Notification

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its members for that membership year. The representation fee to be paid by non-members will not exceed 85% of that amount. The payroll department shall transmit Agency shop assessments monthly to PADCAM.

C. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee no further payment will be required.

D. Changes

The Association will notify the Board in writing, of any changes in the list provided for in paragraph A above/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

E. New Employees

Any new employee within the unit who fails to join the Association within 60 days will be added to the Agency shop list for deductions. Any unit member may appeal the amount of dues assessed. The officers of the union shall constitute the Appeal Board.

F. PADCAM shall save the Board harmless from any and all causes of action and/or legal fees which may arise out of any Board action taken in reliance upon this Article.

ARTICLE XXIII
BEREAVEMENT LEAVE

A. In the event of death in the immediate family, all employees shall be granted allowance, without loss of pay, for absence as hereinafter stated:

B. An allowance may be taken at any time, either before death, after death, or in any combination of the two, within a period of two weeks, beginning one week before the death and ending one week after the death. Legal adoption and step-relationships shall constitute the same relationship as blood relations.

C. A total of five (5) consecutive banking business days, excluding Saturdays and Sundays, shall be granted for the death of the following:

- (1) Employee's parents, grandparents, spouse, children, grandchildren, and persons residing as a member of the household or the employee
- (2) Brothers and sisters of the employee and the parents of the employee's spouse

D. One (1) day's absence shall be granted to attend the funeral of any of the following providing the employee is actually in attendance at the funeral:

- (1) Uncles, aunts, nieces and nephews of the employee
- (2) Brothers-in-law and sisters-in-law of the employee
- (3) Sons-in-law and daughters-in-law of the employee
- (4) Grandparents of the employee's spouse

ARTICLE XXIV
OTHER LEAVES

A. All Non-Department Chairpersons shall receive 22 vacation leave days per fiscal year. Those hired before 1956 shall receive 30 days. When work load necessitates and by Board approval, unused vacation days may be carried into the following year and no further.

B. The Board of Education may, at its discretion, grant any other type of leave not covered by the previously specified leaves, with or without full salary, or partial salary, when in its judgment such leave is warranted and not inconsistent with the best interests of the Board.

ARTICLE XXV
METHOD OF SALARY PAYMENT

A. Department Chairpersons shall be paid at their option. In either a Summer Pay Plan or their total salary issued in 10% installments over the ten academic months.

B. If the employee elects a Summer Pay Plan, payments shall be made according to the following:

- (1) Employees shall be paid 10% of annual salary during each academic month September through June. From that amount, 10% of the monthly gross shall be deducted by the Board and held as Summer Pay.
- (2) By the close of each school year, the Summer Pay account shall contain a net payment amount equal to 10% of the annual salary for each employee.
- (3) The amount as specified in (2) above shall be issued to all participating employees no later than June 30.

C. If an employee elects to take his/her salary over a ten month period without participating in a Summer Pay Plan, payments shall be made according to the following:

- (1) The employee shall be paid 10% of annual salary during each academic month September through June.
- (2) The total annual salary shall be completely paid by the last day during which employees are in attendance in June except where adjustments or payroll deductions are called for, in which event payment shall be made to the employee no later than June 30.

D. For the purpose of the Article, all references to monthly salary shall mean semi-monthly payments. There shall be twenty (20) equal semi-monthly payments during the academic year, September through June for Department Chairpersons.

E. Semi-monthly payments shall be made on the last working day prior to the 15th of each month and on the last working day of each month.

F. For employees who are not a party to the Summer Pay plan, a Recovery of Salary system shall be instituted according to the following:

- (1) For employees who are continuing careers and who will return to their positions the following September, required adjustments for authorized absence during the month of June shall be recovered by the Board during the following September.
- (2) For teachers who are retiring, leaving the system, executing a leave option or who will not return to their teaching positions for any other reason final pay check for June's salary will be withheld until July 10 to insure that any unauthorized absence is deducted prior to issuance of the final salary payment.
- (3) During May, any employee may elect to change his previously elected pay option for the ensuing school year. Authorization cards will be made available at the Business Office.

G. Non-Department Chairpersons are twelve (12) month employees and shall be paid one-twelfth of annual salary each month, July through June in twenty-four (24) equal semi-monthly payments.

H. The salary for the Public Relations Coordinator would be based on the same step in the guide as EAP members plus a stipend of \$4,000 that would be included in the base salary.

ARTICLE XXVI
MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement is or shall at any time be contrary to law or the rulings of the Commission of Education, then such provision shall be void and unenforceable, otherwise, all other provisions of this Agreement shall continue in effect for the duration of this Agreement.

B. Member retiring after September 1, 1996 shall not be eligible for a \$250 gift certificate.

C. A travel allowance of \$75.00 per month will be granted for the positions of Coordinator of Building Services, Administrative Manager of Buildings and Grounds, Special Education Department Chairperson (Elementary Schools), and the Field Supervisor for Food Services.

D. Travel expenses not covered elsewhere in this agreement shall be reimbursed at the mileage rate set by the IRS.

ARTICLE XXVII
TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of July 1, 1997, and shall be in effect to and including June 30, 2000.

B. The Board and the Association agree to jointly enter into discussions relative to a renewal of this Agreement pursuant to law. It is specifically agreed that this Agreement expires by its terms on the above date, and it need not be adhered to beyond said date unless both parties agreed to extend it.

C. IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Passaic, New Jersey, on this _____ day of _____ 1997.

BY: _____

BY: _____

ATTEST: _____

ATTEST: _____

**PASSAIC BOARD OF EDUCATION
PASSAIC, NEW JERSEY**

**PADCAM Salary Guides for Department Chairpersons
December 18, 1997**

(Base Salary + Dept Chair Stipend + Additional Compensation for Staff Supervised @ \$75 per Staff) + Longevity = Compensation

SALARY GUIDES

Year 1

| 1997-98 | MA | MA+15 | MA+30 | MA+45 |
|---------|--------|--------|--------|--------|
| 1 | 35,987 | 37,907 | 39,725 | 41,544 |
| 2 | 37,985 | 40,056 | 41,997 | 43,939 |
| 3 | 38,242 | 40,313 | 42,254 | 44,196 |
| 4 | 38,499 | 40,570 | 42,511 | 44,453 |
| 5 | 38,822 | 40,894 | 42,835 | 44,777 |
| 6 | 39,418 | 41,488 | 43,430 | 45,371 |
| 7 | 40,014 | 42,084 | 44,025 | 45,967 |
| 8 | 40,888 | 42,940 | 44,880 | 46,822 |
| 9 | 41,611 | 43,682 | 45,624 | 47,565 |
| 10 | 42,226 | 44,297 | 46,237 | 48,179 |
| 11 | 43,566 | 45,638 | 47,576 | 49,519 |
| 12 | 45,273 | 47,345 | 49,285 | 51,226 |
| 13 | 48,688 | 50,760 | 52,700 | 54,641 |
| 14 | 52,246 | 54,316 | 56,259 | 58,200 |
| 15 | 65,391 | 67,874 | 71,319 | 72,618 |

SALARY GUIDES

Year 2

| 1998-99 | MA | MA+15 | MA+30 | MA+45 |
|---------|--------|--------|--------|--------|
| 1 | 37,389 | 39,379 | 41,245 | 43,111 |
| 2 | 38,972 | 41,097 | 43,089 | 45,081 |
| 3 | 39,236 | 41,361 | 43,352 | 45,345 |
| 4 | 39,500 | 41,625 | 43,616 | 45,609 |
| 5 | 39,832 | 41,957 | 43,948 | 45,941 |
| 6 | 40,442 | 42,567 | 44,559 | 46,550 |
| 7 | 41,054 | 43,178 | 45,170 | 47,162 |
| 8 | 41,931 | 44,056 | 46,047 | 48,040 |
| 9 | 42,693 | 44,818 | 46,810 | 48,801 |
| 10 | 43,324 | 45,448 | 47,440 | 49,432 |
| 11 | 44,698 | 46,823 | 48,815 | 50,806 |
| 12 | 46,450 | 48,575 | 50,567 | 52,558 |
| 13 | 49,954 | 52,079 | 54,071 | 56,062 |
| 14 | 53,604 | 55,729 | 57,722 | 59,713 |
| 15 | 67,091 | 69,636 | 73,173 | 74,506 |

**PASSAIC BOARD OF EDUCATION
PASSAIC, NEW JERSEY**

Schedule A

**PADCAM Salary Guides for Department Chairpersons
December 18, 1997**

(Base Salary + Dept Chair Stipend + Additional Compensation for Staff Supervised @ \$75 per Staff) + Longevity = Compensation

| SALARY GUIDES | | | | |
|---------------|--------|--------|--------|--------|
| Year 3 | MA | MA+16 | MA+30 | MA+45 |
| 1 | 38,835 | 40,877 | 42,792 | 44,708 |
| 2 | 39,985 | 42,168 | 44,209 | 46,253 |
| 3 | 40,258 | 42,437 | 44,480 | 46,524 |
| 4 | 40,527 | 42,707 | 44,750 | 46,794 |
| 5 | 40,887 | 43,040 | 45,091 | 47,135 |
| 6 | 41,494 | 43,675 | 45,718 | 47,761 |
| 7 | 42,122 | 44,301 | 46,344 | 48,388 |
| 8 | 43,021 | 45,201 | 47,245 | 49,289 |
| 9 | 43,803 | 45,983 | 48,027 | 50,070 |
| 10 | 44,450 | 46,630 | 48,673 | 50,717 |
| 11 | 45,860 | 48,040 | 50,084 | 52,127 |
| 12 | 47,658 | 49,838 | 51,982 | 53,925 |
| 13 | 51,253 | 53,433 | 55,476 | 57,520 |
| 14 | 54,998 | 57,178 | 59,223 | 61,266 |
| 15 | 68,838 | 71,449 | 75,075 | 78,443 |

PASSAIC COUNTY
PASSAIC, NEW JERSEY
 Schedule B

Salary Guides for Non-Department Chairpersons
 December 18, 1997

| Position | 1996-97 | 1997-98 | 1998-99 | 1999-2000 | 1996-97 | 1997-98 | 1998-99 | 1999-2000 |
|---------------------------------|---------|---------|---------|-----------|--|---------|---------|-----------|
| Comptroller | | | | | Management Information Systems | | | |
| 1 | 58,146 | 59,774 | 62,057 | 63,670 | 1 | 71,724 | 73,732 | 75,649 |
| 2 | 58,837 | 60,484 | 62,978 | 64,615 | 2 | 72,937 | 74,979 | 76,928 |
| 3 | 59,710 | 61,382 | 63,293 | 64,939 | 3 | 74,389 | 76,472 | 78,460 |
| 4 | 60,009 | 65,000 | 66,690 | 68,424 | 4 | 77,163 | 79,324 | 81,386 |
| | | | | | | | | |
| Accounts Payable Manager | | | | | Administrative Secretary | | | |
| 1 | 36,724 | 43,000 | 44,118 | 45,265 | 1 | 45,028 | 46,289 | 47,493 |
| 2 | 37,160 | 44,000 | 45,144 | 46,318 | 2 | 45,790 | 47,072 | 48,298 |
| 3 | 37,712 | 45,000 | 46,170 | 47,370 | 3 | 46,701 | 48,009 | 49,257 |
| 4 | 37,900 | 45,495 | 46,678 | 47,891 | 4 | 48,443 | 49,799 | 51,074 |
| | | | | | | | | |
| Payroll Coordinator | | | | | Administrative Manager Buildings & Grounds | | | |
| 1 | 40,200 | 45,771 | 46,961 | 48,182 | 1 | 52,000 | 53,352 | 54,739 |
| 2 | 40,880 | 46,000 | 47,196 | 48,423 | 2 | 52,260 | 53,619 | 55,013 |
| 3 | 41,084 | 46,260 | 47,432 | 48,665 | 3 | 52,521 | 53,887 | 55,288 |
| 4 | 41,290 | 46,461 | 47,669 | 48,908 | 4 | 52,784 | 54,156 | 55,564 |

**PASSAIC BOARD OF EDUCATION
PASSAIC, NEW JERSEY
Schedule B**

**Salary Guides for Non-Department Chairpersons
December 18, 1997**

| | Print Shop Type- Setter/Printer | | | | Coordinator Building Services | | | |
|--|------------------------------------|---------|---------|-----------|----------------------------------|---------|---------|-----------|
| | 1996-97 | 1997-98 | 1998-99 | 1999-2000 | 1996-97 | 1997-98 | 1998-99 | 1999-2000 |
| 1 | 28,140 | 28,928 | 29,680 | 30,452 | 63,600 | 65,381 | 67,081 | 68,825 |
| 2 | 28,616 | 29,417 | 30,182 | 30,967 | 64,676 | 66,487 | 68,216 | 69,989 |
| 3 | 28,759 | 29,564 | 30,333 | 31,121 | 65,963 | 67,810 | 69,573 | 71,382 |
| 4 | 28,903 | 29,712 | 30,485 | 31,277 | 68,423 | 71,711 | 75,000 | |
| Field Manager Food Services | | | | | | | | |
| | 1996-97 | 1997-98 | 1998-99 | 1999-2000 | High School Cafeteria Cashier | | | |
| | | | | | 1996-97 | 1997-98 | 1998-99 | 1999-2000 |
| 1 | 34,349 | 35,311 | 36,229 | 37,171 | 39,085 | 40,179 | 41,224 | 42,295 |
| 2 | 34,930 | 35,908 | 36,842 | 37,799 | 39,746 | 40,859 | 41,921 | 43,011 |
| 3 | 35,615 | 36,612 | 37,564 | 38,541 | 40,537 | 41,672 | 42,755 | 43,867 |
| 4 | 36,954 | 37,989 | 38,977 | 39,990 | 42,049 | 43,226 | 44,350 | 45,503 |
| Bookkeeper | | | | | | | | |
| | 1996-97 | 1997-98 | 1998-99 | 1999-2000 | | | | |
| 1 | 45,082 | 54,694 | 56,573 | 57,990 | | | | |
| 2 | 45,790 | 55,302 | 57,202 | 58,635 | | | | |
| 3 | 46,701 | 55,917 | 57,839 | 59,288 | | | | |
| 4 | 48,443 | 57,000 | 58,482 | 59,947 | | | | |