

4-2004 08-02

A G R E E M E N T

Between

DEPTFORD TOWNSHIP BOARD OF EDUCATION

and

DEPTFORD TOWNSHIP CLERICAL ASSOCIATION

1981 - 1984

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Institute of Management and
Labor Relations

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WISCONSIN UNIVERSITY

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ARTICLE I

RECOGNITION

A. The Deptford Township Board of Education, Deptford Township, Gloucester County hereafter known as the Board, hereby recognizes the Deptford Township Educational Clerical Employees Association, hereafter known as the Association, as exclusive representative for collective negotiation concerning the terms and conditions of employment for personnel under contract and employed by the Board and so assigned as an employee who performs secretarial and clerical duties, excluding confidential secretaries.

B. The Association hereby recognizes the Board as the legal authority elected as representatives of the people and further recognizes the responsibilities of the Board and the Superintendent for the conduct and operation of the school district in compliance with New Jersey Title 18A.

ARTICLE II

NEGOTIATION PROCEDURE

A. Consistent with Chapter 123 of the Public Laws of 1974, the Board shall not affect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.

B. The Board agrees to furnish the Association upon reasonable request, such information as will assist the Association in developing intelligent, feasible and constructive proposals in behalf of the employees, students and school system. This information may include a complete and accurate financial report and tentative budget for the next school year.

C. The Association agrees to furnish the Board and Superintendent upon reasonable request, research information and data, gathered by the Association, that will assist the Board and the Superintendent in the development of sound educational programs.

D. During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

E. 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

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance is defined as an alleged violation, misinterpretation, or misapplication of this Agreement.

2. Aggrieved is defined as the employee making the complaint.

3. Days means school attendance days.

B. Time Limits

A grievance shall be processed within the specified time limits. Time limits may be extended by mutual agreement. Any grievance not advanced from one step to the next within the time limits of that step shall be considered dropped.

C. Record Keeping

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.

D. Representation

The aggrieved may be represented at all stages of the grievance procedure by himself or, at his option, by a representative. When the aggrieved is not represented by the Association, the Association shall have the right to be present as observer. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their representatives and counsel.

E. Procedure

Level I - Step A. Informal

Within ten (10) school days of the time a grievance occurs, the aggrieved shall first discuss this grievance with his immediate supervisor directly with the objective of resolving the matter informally.

Step B.

If the aggrieved person is not satisfied with the disposition of his grievance after informal discussion or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file the grievance with his/her immediate supervisor within ten (10) school days of receipt of the supervisor's answer. The grievance shall be stated in writing and signed by the aggrieved.

The "Statement of Grievance" shall name the individual employee or employees involved, shall state the facts giving rise to the grievance, shall identify the alleged infraction of this Agreement, shall state the contention of the employee with respect to the alleged infraction and shall indicate the specific relief sought.

Level II

If the aggrieved is not satisfied with the disposition of his/her grievance at Level I or if no decision has been rendered within five (5) school days after presentation of the grievance, he may within ten (10) school days of the supervisor's answer, file the grievance in writing with the Superintendent of Schools. At the same time a copy of the grievance shall be given to the

supervisor involved. The Superintendent or his designee shall give the aggrieved an answer in writing no later than ten (10) school days after receipt of written grievance. The decision may be announced to the parties concerned.

Level III

If the aggrieved is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within ten (10) school days after presentation of the grievance to the Superintendent, the aggrieved person may within ten (10) school days file the grievance in writing with the Board of Education. The aggrieved person shall be granted a hearing with the Board of Education within ten (10) days of the receipt of the written grievance. The Board shall give the aggrieved person an answer in writing within five (5) school days of the date of the hearing.

Level IV

In the event that the grievance shall not have been disposed of at Level III the aggrieved may within thirty (30) school days after the Board's decision refer the unsettled grievance to advisory arbitration (non-binding).

F. Advisory Arbitration (non-binding)

The Advisory Arbitrator (non-binding) shall be selected within thirty (30) days following the request of either party to the other, under the rules and procedures of the American Arbitration Association.

The Advisory Arbitrator (non-binding) shall be limited solely to making recommendations in cases of alleged violations of the specific article and sections of this Agreement.

The Advisory Arbitrator (non-binding) shall have the authority of confer separately or jointly with the Board, Superintendent and the Association or to use any other source of information.

The Advisory Arbitrator (non-binding) shall make recommendations for resolution within thirty (30) days. The recommendation shall be submitted to both parties, the Board and the Association. The Board shall render its decision prior to the Advisory Arbitrator's (non-binding) recommendations being made public by either party.

The Advisory Arbitrator's (non-binding) recommendations after twenty (20) days may be made public by either party, the Board or the Association.

G. Costs

The cost of arbitration shall be borne equally by both parties. Any other cost shall be paid by the party incurring them.

H. No reprisals shall be taken against any participants by reason of participation.

ARTICLE IV

RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Law.

B. No employee shall be disciplined without just cause.

C. Nothing contained herein shall be construed to deny the Board or Superintendent their rights at any time to call a meeting of the supporting staff to present its position in any matter that in its judgment may affect the educational program.

D. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:

(a) to direct employees of the school district;

(b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against employees;

(c) to relieve employees from duty because of lack of work or for other legitimate reasons;

(d) to maintain the efficiency of the school district operations entrusted to them;

(e) to determine the methods, means and personnel by which such operations are to be conducted and;

(f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE V

PRIVILEGES

A. The Association or its named representative shall be privileged to transact official Association business on property at reasonable times, provided that this shall not interfere with or interrupt any individual assignment or the normal operation of the school.

B. The Association or its named representatives shall be privileged to process school building use applications for unit activities.

C. Representatives of the Association and /or N.J.E.A. must, on coming upon the Board's premises, notify the Superintendent and advise of the purpose of the visit. No visitation shall interfere with or interrupt normal school operations.

D. In the event that the Association wishes to use school buildings, requests therefor shall be submitted to the Superintendent forty-eight (48) hours in advance. The request shall not be granted for meetings which are for the purpose of discussing or planning action which would be adverse to the interests of the board.

E. The Association may request the use of school equipment including typewriters, calculating machines, mimeographing machines, other duplicating equipment, 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 as well as the cost of any repairs made necessary from such use. Such use may not be for

the purpose of preparing materials adverse to the interests of the Board.

F. The Association shall have the right to use the inter-school mail facilities and school mail boxes.

ARTICLE VI

WORK YEAR AND WORK DAY

A. The work calendar shall be as set forth by the Board of Education.

B. The work day shall be seven hours and fifteen minutes (7 1/4) per day exclusive of lunch. School building assignments shall be covered by Secretarial and/or clerk services no less than one-half (1/2) hour before the official opening of school and one (1) hour beyond the close of school day. District offices (Office of the Superintendent, Business Office, Curriculum Office, Special Services) shall be covered by Secretarial and/or Clerical services from 8:15 a.m. to 4:30 p.m. daily with a staggered lunch period of one (1) hour. Schools on double session or extended day shall be covered 1/2 hour before sessions and one hour after the close of said school session but in no case shall the secretarial day be shorter than 7:15 minutes exclusive of lunch. All lunch periods in double or extended sessions will be one hour.

C. Excess of forty (40) hours per week exclusive of lunchtime shall be compensated at the rate of time-and-one-half (1 1/2) per hourly rate.

D. Work Week - The work week shall consist of five full working days, Monday through Friday inclusive, except where legal holidays and vacation periods are included in the work calendar.

E. Work Year - The work year shall be:

Ten month contract - September 1 to June 30 -204 days

Twelve month contract - July 1 to June 30 - 247 days

Exclusive of legal holidays and any other days designated by the Board of Education prescribed work calendar.

F. Summer work hours shall become effective on the sixth work day following the last pupil contact day and shall cease on the third Monday of August.

ARTICLE VII

EMPLOYMENT - AND/OR CHANGE OF CLASSIFICATION

Section I. The best qualified shall be given full consideration. Job openings, upgrading job levels, and classification changes shall be posted in all district buildings and a copy to the Association President. The Board shall act upon the recommendation of the Superintendent, and its determination shall be final and not subject to the grievance procedure.

Section II. For the purposes of this procedure, seniority is defined as the length of service, township-wide, from the last date of hire. Employees who were hired on the same date will be carried on the seniority list alphabetically by last name. However, in the event of a RIF, a determination of who is retained shall be by skill and ability.

Section III. Notice of each clerical-secretarial position opening will be posted for a period of five (5) working days. Posted notices will identify each open position by title, salary grade, range and office. Notices will also include brief job description to be conveyed to candidate at time of interview.

Section IV. Employees who wish to apply for open positions should contact the Superintendent's Office in writing during the five (5) day posting period. All applications must be in writing.

Section V. Applications will be accepted from 8:15 A.M. to 4:30 P.M. daily, during all five (5) days of the application period. At the end of that time, no applications will be accepted.

Section VI. Within sixty (60) days after the five (5) day posting period, each applicant will receive notification from the Superintendent of the status of the position.

Section VII. Agreement as to Initial Salary. Whenever a person without prior educational-secretarial experience shall hereafter accept a secretarial-clerical position within the Deptford Township Public School District, her initial place on the salary schedule shall be at the entry level. The initial salary of an individual with prior educational-secretarial experience shall be at such point as may be agreed upon by the employee and the Deptford Township Board of Education.

Section VIII. Probationary Period. Whenever a person shall hereafter accept a position, she shall serve a probationary period of 90 days.

Section IX. All non-tenure employees must have one year in their present position before becoming eligible to apply for open positions or advancement.

Section X. Nothing herein shall be construed to prohibit the Board from filling vacancies from outside of the bargaining unit.

ARTICLE VIII

ASSIGNMENTS, TRANSFERS AND REASSIGNMENTS

A. Transfer of personnel shall take place at the request of the employee or by the chief administrator when it is in the best interest of the children and the school system.

B. Employee Initiated Transfer - The employee shall submit his/her request for transfer to the Superintendent of Schools in writing by February 28th. This request shall include the placement desired and the reasons for the request.

The Superintendent of Schools shall notify the principals and supervisors concerned with the transfer and they in turn shall interview the employee initiating the request.

After consulting with principals and supervisors concerned, the Superintendent shall notify the employee concerning the decision made.

C. Administration Initiated Transfers - After consultation with the principals and supervisors concerned, the Superintendent shall notify the employee whose transfer is pending. The employee shall be provided the opportunity of discussing the pending transfer and any objections shall be duly considered.

After the completion of the consultation, the Superintendent shall notify the employee as to the decision of the transfer.

D. Fair Employment Procedures -

a. Employees shall not be reduced in compensation without just cause.

b. Non-renewal of non-tenured employees shall not be subject to the grievance procedure and the Board retains all rights in regard thereto. Such an employee may request reasons in writing for the non-renewal within fifteen (15) days after receiving notice thereof. The reasons shall be supplied within fifteen (15) days after request. Within fifteen (15) days after receipt of the reason, the employee may request an informal hearing before the Board concerning said reasons. Said hearing to be held within thirty (30) days after receipt of the request therefor.

ARTICLE IX

EMPLOYEE EVALUATION

A. Administrators, supervisors and directors shall keep employees informed as to whether or not the kind of service they are rendering is satisfactory in terms of the standards of the school district. Written evaluation reports are to be sent to the employees by the supervisors with copies forwarded to the Superintendent.

B. Evaluation reports shall include strengths, weaknesses, and specific suggestions for improvement.

C. Written evaluation shall be given to the employee for his/her signature and comments prior to submission of the reports to the Superintendent.

ARTICLE X

LIAISON

A. The Association representative may meet with the Superintendent at least once every calendar quarter during the school year to review and discuss current problems and practices of mutual interest and the administration of this Agreement. Neither the Superintendent nor the Board shall be required to engage in collective negotiations during these meetings.

ARTICLE XI

SICK LEAVE

A. Definition of Sick Leave - Sick leave is hereby defined to mean the absence from duty of any person because of physical disability, illness or injury, or quarantine or exclusion from work by medical authorities.

B. Sick Leave Allowable - All persons who are steadily employed full time by the Board of Education shall be allowed sick leave with full pay as follows:

10 month term - 10 days

11 month term - 11 days

12 month term - 12 days

C. Accumulated Sick Leave - Allowable sick leave not utilized in any year shall be cumulative to be used for additional sick leave in subsequent years.

D. Physician's Certificate Required for Sick Leave - A physician's certificate may be required by the Superintendent when it appears that there has been an abuse of sick leave or excessive absences on the part of an employee. The Superintendent, or his designee, will counsel with the employee prior to requiring a physician's certificate for future absences.

E. Workers' Compensation - Workers' Compensation awards shall be deducted from the regular salary of the employee for the day's absence covered under the Workers' Compensation Act. The time lost from employment under the Workers' Compensation Act shall not be deducted from the days permitted for regular sick leave allowance.

ARTICLE XII

PERSONAL LEAVE

A. The Board of Education shall grant upon recommendation of the Superintendent of Schools leave per school year (not to be accumulated) to any regularly employed person for the following emergencies or conditions.

1. Death in immediate family - up to five (5) days (immediate family - mother, father, mother-in-law, father-in-law, children, husband, wife, brother, sister, or any relative who has lived within the same household for a period of over two years). Additional emergencies will be judged by the Superintendent by request if the total of five (5) days for bereavement has been used.

2. Personal Business - Up to three (3) days (personal business - personal business that cannot be conducted outside the normal work day).

(a) Employees shall not be granted personal leave days on a day immediately before or after a holiday, vacation period or during the first or last week of the school year.

(b) The reason shall be required for personal days and reasonable proof may be required.

(c) Unused personal days shall be accumulated as sick days.

3. The Superintendent of Schools may grant additional personal leave without pay.

4. Paternity Leave - one (1) day - birth of a child.

5. Visitation Leave - One (1) day per year may be granted by the Superintendent of Schools to any personnel, for school visitation and observation in other school systems. In each

BAB

case a written report shall be submitted to the principal who will forward it to the Superintendent. Arrangements for each visitation shall be made by the building principal, with the approval of the Superintendent.

B. In the event all sick leave days have been used, up to five (5) additional days may be taken as sick leave under paragraphs 2, 4 and 5, provided the employee has such days available.

ARTICLE XIII

MATERNITY LEAVE

A. Maternity leave shall be as prescribed by law.

ARTICLE XIV

PROTECTION OF EMPLOYEES

A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. However, the Board or the Board's designee shall solely determine whether or not an unsafe or hazardous condition or task which endangers health exists.

B. An employee may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil in the absence of a certified person.

C. If an employee is out of work due to an occupational accident or disease for less than seven (7) days, the Board shall pay the employee's salary without charging the time to sick leave.

1. The Board reserves the right to delay payment pending investigation and required medical examinations.

2. The employee shall fully cooperate in processing of the claim through workers' compensation.

ARTICLE XV

INSURANCE PROTECTION

A. The Board of Education shall adopt a health insurance plan equivalent to the plan of Blue Cross, Blue Shield, Rider J and Major Medical.

B. Employees who so choose may enroll either individually or for themselves and their dependents, the cost of which being paid by the Board.

ARTICLE XVI

WORK-RELATED EDUCATIONAL PROGRAMS

A. The Board agrees to pay one hundred and fifty (\$150.00) dollars maximum per year toward tuition and other expenses incurred in connection with course work taken in a recognized program with prior approval of the Superintendent of Schools.

B. Verification of expenses and tuition shall be submitted for payment upon successful completion of the course.

ARTICLE XVII

PERSONAL FREEDOM

A. The personal life of an employee is not an appropriate concern or attention of the Board except as it may directly prevent the employee from performing properly his assigned functions during the work day.

B. Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee providing said activities do not violate any local, state or federal law.

ARTICLE XVIII

DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues for the Deptford Township Educational Clerical Employees Association, the New Jersey Education or the National Education Association or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with current records of any person as may from time to time be designated by the Deptford Township Educational Clerical Employees Association shall be forwarded to the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership 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 change.

B. Local, State and National Services

The Board agrees to deduct from employees' salaries money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such

association or associations. Any employee may have such deductions discontinued at any time upon sixty (60) days' written notice to the Board and the appropriate association.

ARTICLE XIX

VACATIONS (12 MONTH EMPLOYEES)

A. The Deptford Township Board of Education believes vacations away from daily employment are necessary for good mental and physical health of employees.

B. The Board also believes in rewarding employees who serve faithfully for long periods of time.

C. The purpose of this policy is to make it possible for employees of the school system to be relieved of responsibilities for a period of time each year without loss of compensation.

D. Persons employed between July 1 and September 1 of a given year, will be granted two weeks of paid vacation after June 30 of the following year.

E. Persons employed between September 2 and February 1 will be granted one week of paid vacation after June 30 of the following year.

F. Persons employed in:

February will receive 4 days of paid vacation after June 30 of the following year.

March will receive 3 days of paid vacation after June 30 of the following year.

April will receive 2 days of paid vacation after June 30 of the following year.

May will receive 1 day of paid vacation after June 30 of the following year.

G. Persons who have completed from five to nine years of continuous service to the district will be granted three weeks of paid vacation per year.

H. Persons who have completed ten (10) or more years of continuous service to the district will be granted four weeks of paid vacation per year.

I. A year of service credit will be granted for each twelve (12) months of contracted service rendered beginning on or before September 1 and ending June 30.

J. A full year of service will be granted for every ten (10) months of service to the district when the employee is reassigned to a twelve (12) month position. (This applies to persons who begin employment in the district on a ten month contract but are later employed for a twelve month contract).

K. Vacation time accrued to the date of termination of employment will be determined by years of service, and prorated according to the length of time employed on the current contract year. (Example: If a person who is eligible for two weeks vacation annually elects to terminate employment after six months of a contract year, he/she will be granted a one week vacation prior to termination of services.)

L. Vacations will be granted only at times of the year when they will not interfere with the normal operation of the school.

M. The Board may, from time to time, have employees provide advance information concerning the tentative time of taking vacations. Subject to this and paragraph L above, requests for vacation must be submitted to the employee's immediate supervisor at least two (2) weeks in advance.

N. A maximum of one (1) week of vacation may be carried into the following year upon written request.

O. Vacation requests from September 1 to June 15 will be normally limited to one (1) week in length. However, under unusual circumstances, additional time may be granted.

P. Requests for vacations must be made out on the appropriate form. A signed photocopy will be returned to the employee as soon as a decision can be made.

Q. All vacations are subject to the final approval of the Superintendent of Schools.

ARTICLE XX

MISCELLANEOUS

A. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Any individual contract between the Board and an individual employee, heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlled.

C. There shall be no discrimination in practices and procedures of the school system policies in hiring, training, assignments, promotions, transfer or discipline of employees on basis of race, creed, color, religion, national origin, sex, domicile, marital status, or any Association activities.

D. Whenever any notice is required to be given by either party of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing with signed receipt of delivery, at the following addresses:

1. If by the Association to the Board:

2022 Good Intent Road
Deptford, New Jersey 08096

2. If by the Board to the Association:

The school building where the President
of the Association is assigned.

E. During the term of this Agreement there shall be no
strikes, sick outs or other similar concerted activity.

ARTICLE XXI

AGREEMENT

It is agreed between the Board of Education of Deptford Township in the County of Gloucester, party of the first part, and the Deptford Township Educational Clerical Employees Association, party of the second part, that the content of this Agreement shall be effective as of July 1, 1981 and shall, subject to paragraph (a) below, continue in effect until June 30, 1984.

(a) The term of this Agreement is subject to the right of either party to re-open negotiations for the purpose of negotiating Schedule A (Salary Guide) for the period from July 1, 1983 through June 30, 1984. Negotiations in this regard shall commence no later than November 1, 1982.

DEPTFORD TOWNSHIP BOARD OF EDUCATION

Attest:

Donald A. Livan
Secretary

Catherine M. Pack
President

DEPTFORD TOWNSHIP EDUCATIONAL
CLERICAL EMPLOYEES ASSOCIATION

Attest:

Jan Tobias
Secretary

Barbara R. Bussler
President

SALARY GUIDE

1981-1982

	II	IV	V	VI
ENTRY	6,700	7,240	7,350	7,700
A	6,900	7,440	7,550	7,900
B	7,370	7,910	8,020	8,370
C	7,700	8,240	8,350	8,700
D	8,140	8,680	8,790	9,140
E	8,470	9,340	9,450	9,800
F	9,130	10,000	10,110	10,460
G	9,570	10,440	10,650	10,880

EMPLOYEES OFF SCALE

1981-1982

Ario	\$13,489
Roth	10,125
Whitman	13,489
Calloway	5,270
Jenniss	6,600
Ross	12,328
Corsey	13,133
Borger	12,328
Tobias	12,673
Civalier	5,270
Mickelson	12,328
McKeown	13,186
Hoolahan	12,130
McColgan	3,947
Corso	12,450
Barnett	11,808
Richardson	12,130
Ciambrano	5,238
Roberts	11,320
Funches	8,798
Vaneman	11,320

SALARY GUIDE

1982-1983

	I	II	III	IV
ENTRY	6,900	7,500	7,700	7,900
A	7,150	7,730	7,860	8,100
B	7,450	8,030	8,160	8,400
C	7,960	8,520	8,650	8,890
D	8,300	8,880	9,000	9,240
E	8,780	9,350	9,490	9,740
F	9,150	10,100	10,240	10,490
G	9,850	10,800	10,940	11,190