AN AGREEMENT

BETWEEN

NETCONG TEACHERS' ASSOCIATION, INC.

AND THE

NETCONG BOARD OF EDUCATION

July 1, 1980 through June 30, 1982

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PREAMBLE

THIS AGREEMENT, entered into this	s day of
, 1980, by and between the	e NETCONG TEACHERS' ASSOCIATION,
INCORPORATED, hereinafter referred to	as the "Association" and the
BOARD OF EDUCATION OF THE BOROUGI OF	VETCONG, MORRIS COUNTY, NEW
JERSEY, hereinafter referred to as the	e ''Board.''

WITNESSETH:

WHEREAS, the parties have reached certain understanding which they desire to confirm in this agreement, with the further understanding that certain fields have yet to be negotiated between the parties and will be the subject matter of further addendas to this agreement.

In consideration of the following actual covenants, it is hereby agreed as follows:

ARTICLE I RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certified personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including:

Classroom teachers, librarians, reading teachers, speech teachers, home instruction teachers, and nurses, but excluding:

Secretaries, custodians, bus drivers, attendant officer and clerks, guidance directors, principals, aides, athletic directors and coaches are to be excluded from the personnel for whom the Association is recognized as the exclusive and sole representative for collective negotiation with reluctance on the part of the Association, and only until such time as the Public Employment Relations Commission rules that such personnel should, in fact, be so represented by the Association, if such a ruling is made by the Commission.

It is further recognized that teachers, and other personnel have the right to join, or to refrain from joining any organization for their professional or economic improvement and for the advancement of public education, but that membership in any organization shall not be required as a condition of employment of a teacher in the schools of the district.

B. Unless otherwise indicated, the term "teachers" when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as the above defined, and reference to male teachers shall include female teachers.

ARTICLE II GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices affecting a teacher or a group of teachers.

2. Aggrieved person

An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in interest

A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

- 1. The number of days at each level should be considered as a maximum and every effort should be made to expedite the process.
- 2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth therein shall remain in effect until such grievance has been resolved.
- 3. The grievance to be considered under this procedure must be initiated in writing by the grievant within thirty (30) calendar days of the alleged occurrence.

4. Level I

An employee with a grievance shall first discuss it with his immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

5. Level II

If the aggrieved person is not satisfied with the disposition of his grievance at Level I, or if no decision has been rendered within five (5) calendar days after presentation of the grievance, he may, within seven (7) calendar days, file the grievance in writing to the Superintendent. The Superintendent shall render a decision, in writing, within ten (10) calendar days of receipt of the grievance.

6. Level III

If the decision of the Superintendent does not resolve the grievance to the satisfaction of the grievant, he may within seven (7) calendar days file the grievance with the Board of Education through the Board Secretary. The Superintendent shall be notified that the grievance has been forwarded to the Board level. The Board shall arrange a hearing within thirty (30) calendar days of receipt of the grievance and render a decision within ten (10) calendar days after the hearing.

7. Level IV

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the Association wishes review by a third party, the grievance must be submitted to arbitration. If arbitration is requested, the Association shall notify the Board within ten (10) calendar days of the due date of the Board's decision.

8. Level V

- (a) If the Association wishes to secure the services of an arbitrator, it shall request the American Arbitration Association to provide a list of arbitrators to settle the dispute.
- (b) Once a request is made to the American Arbitration Association, the parties shall be bound by its rules and regulations.

- (c) The decision of the Arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- (d) The cost of the services of the arbitrator shall be borne equally by the parties. Any other expense shall be paid by the party incurring the same.

D. Rights of Employees to Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by representative(s) selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous Provisions

- 1. If, in the judgment of the Association, a grievance affects a group or a class of employees, the Association may submit such grievance in writing to the Superintendent and the processing of such grievance shall commence at Level II.
- 2. The arbitrator shall not add to, subtract from, or modify this agreement in any manner.
- 3. Decisions rendered at all steps of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore; and shall be transmitted promptly to all the parties in interest and to the Association.
- 4. Reference to grievances processed shall not be placed in the personnel files of any employee unless complete documentation of the grievance is included and the employee involved has received prior written notice that said documents are to be placed in his file.
- 5. Forms for filing grievances, serving notices, making appeals, reports, and recommendations, and other necessary documents shall be prepared jointly by the Association and the Board and given appropriate distribution so as to facilitate the operation of the grievance procedure.

- 6. No meetings or hearings under this procedure shall be conducted in public and shall include only such parties in interest and their designated or selected representative(s) heretofore referred to in this Article.
- 7. Neither the Association nor the Board shall issue public statements regarding such grievances during the grievance procedures.

ARTICLE III SALARIES

- A. The Salaries of all teachers covered by this Agreement are set forth in Schedules A-1 and A-2.
- B. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
- C. Teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final day in June or in two equal payments on the 15th day of July and August. Summer pay deductions will be forwarded to TRI-CO Federal Credit Union directly by the Board Secretary for all personnel who request the service.
- D. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.
- E. Teachers shall receive their final checks on the last working day in June, providing they have fulfilled all of their contractual obligations.
- F. The Salary Guide for 1980-81 shall be developed by increasing each step on the guide by seven and one-half percent $(7\frac{1}{2}\%)$ plus one hundred dollars (\$100).

Teachers off guide shall receive salary increases of seven percent (7%) plus one hundred and fifty (\$150) for 1980-81.

- G. The 1981-82 Salary Guide shall be developed by the Association and submitted to the Board for approval. The total cost of salaries for the 1981-82 school year shall not exceed eleven percent (11%) of the 1980-81 cost of salaries (\$404,397) as computed on Sept. 1, 1980.
- H. The Netcong Board of Education will pay \$200 to any employee who has 20 years of service to the Netcong System and an additional \$200 will be paid to any employee who has 25 years and \$200 to any employee who has 30 years of service. This provision is not retroactive beyond the 1976-77 school year which was the effective date for the initial

ratification of sub-article. Staff members in the district at the time of the addition of the 20 year provision; and were disqualified for payment due to the retroactive clause, are in effect, still ineligible for this entitlement.

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I. Tutorial Services will be voluntary on the part of the teacher. The rate for tutoring will be \$8.25 per hour. Travel expenses incurred by teachers, while in the process of performing tutorial services, will be awarded at fifteen cents (15¢) per mile, based on round trip mileage from school to destination. This allowance will not be granted for travel which does not exceed the boundaries of the municipality.

ARTICLE IV SICK LEAVE

- A. Teachers shall be entitled to the following sick leave each school year:
 - 1. Tenured teachers Twelve (12) days per school year.
 - 2. Non-tenured teachers Ten (10) days per school year. Unused sick leave days shall be accumulated from year-to-year.
- B. Teachers shall be informed of the number of accumulated sick leave days once each school year (September 1st).
- C. Conversion of unused Sick Leave as Severance Pay
 - 1. An employee having been in the employ of the Board for ten (10) or more years shall be entitled to severance allowance for unused accumulated sick leave in accordance with the following provisions:
 - (a) Said employee shall submit a written statement to the Superintendent of Schools of intention to retire under a New Jersey State Pension Plan. Such statement shall be submitted at least eighteen (18) months prior to the anticipated date of retirement.
 - (b) The severance allowance shall be paid in one lump sum upon retirement.
 - (c) In the event of emergency or unexpected retirement, the Board shall make appropriate budgetary inclusions in its next succeeding budget and pay said individual in July of the fiscal year of which the appropriations were made. Should death intervene prior to such payment, this allowance shall be paid to the estate of the deceased.
 - (d) The maximum amount payable shall be thirty percent (30%) of the accumulated sick days at a rate of ten dollars (\$10.) per day.

ARTICLE V TEMPORARY LEAVES OF ABSENCE WITH PAY

A. Personal Days

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- 1. Two (2) personal days per year shall be granted to each teacher without reason.
- 2. Unused personal days shall be accumulative up to a maximum of four (4) days. Unused personal days in excess of four (4) shall be converted to accumulative sick days on September 1st.
- 3. Except in cases of emergency, personal days shall be applied for at least two days in advance on the prescribed form available in the general office. In emergency situations teachers shall inform the district of their anticipated absence in the same manner as required for absence due to illness.

B. Bereavement Leave

- 1. Up to five (5) days shall be granted in the case of the death of a member of the immediate family (parent, brother, sister, spouse, own children or grandparent) or of any relative who has lived in the home of the teacher for some time immediately preceding death.
- 2. Up to one (1) day shall be granted in the case of the death of a relative.

C. Professional Days

Up to two (2) days shall be granted for attendance at educational meetings or visitations with the permission of the Superintendent, if, in his opinion, such attendance is of value to the teacher or the district.

D. NJEA Convention

Each teacher shall be granted up to two (2) days for the purpose of attending the NJEA Convention.

E. Application for Temporary Leaves

Application for temporary leaves of absence (except section D) shall be made to the Superintendent of Schools through the Principal on the prescribed form available in the principal's office. Except in cases of emergency, two (2) days' notice shall be required for such leave.

ARTICLE VI EXTENDED LEAVES OF ABSENCE

A. Child Rearing Leave Without Pay

1. Natural Birth

The Board shall grant a leave of absence under the following conditions:

- (a) A teacher who is pregnant will file with the Superintendent of Schools, not later than six (6) months before the expected birth of the child, an application for such leave, together with a physician's certificate setting forth the date of the expected birth. The Application shall indicate the commencement date of the leave.
- (b) During the last four months of pregnancy, monthly certification from the physician shall be required, stating that the teacher is physically capable of performing her duties.
- (c) Child rearing leave shall be limited to the school year in which the leave commences and the following school year, not to exceed a total of two (2) school years.
- (d) Any teacher who does not elect to take child rearing leave may continue to perform her duties when her physician certifies that she is physically able to do so.
- (e) Teachers adopting a preschool child shall receive the same leave which shall commence upon receiving custody of said child or earlier if necessary to fulfill the requirements for adoption.
- (f) No teacher on child rearing leave shall, on the basis of such leave, be denied the opportunity to substitute in the Netcong School System at substitute's rate of pay.
- 2. Male teachers shall be granted child rearing leave in compliance with the procedures outlined in Section 1 above that are applicable.

B. <u>Illness in the Family</u>

A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family (spouse, child, parents, grandparents, brother, sister).

C. Return from Leave

1. Salary

Upon return from leave granted pursuant to this Article, a teacher shall be placed on the salary guide in accordance with the following:

- (a) Teachers leaving prior to the middle of the year (90 school days) shall be placed on the same step of the guide they were on at the commencement of the leave.
- (b) Teachers leaving after the middle of the year shall be placed one step above the step of the guide they were on at the commencement of the leave.
- (c) Additional credits or degrees earned while on leave shall be credited toward salary guide placement upon return from said leave. Teachers on extended leaves shall not be eligible for tuition reimbursement while on leave.

2. Benefits

All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he shall be returned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

3. Extensions and Renewals

All extensions or renewals of leaves shall be applied for in writing. Approval or denial shall be in writing.

ARTICLE: VII INSURANCE PROTECTION

- A. The Board shall, after agreement with the Association regarding appropriate protection designated below, provide the following insurance coverage:
 - 1. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for a full twelve (12) month period in accordance with the following schedule:

The Board of Education agrees to pay:

- (a) One hundred percent (100%) of the cost of Major Medical Insurance.
- (b) One hundred percent (100%) of the cost of a single, family, husband and wife, or parent-child Blue Cross-Blue Shield contract with Rider "J."

ARTICLE VIII PROFESSIONAL DEVELOPMENT AND 'EDUCATIONAL IMPROVEMENT

In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance attitudes. The Board and the Association support the principle of the continuing training of teachers and the improvement of instruction.

To work toward the ends stated above, the Board agrees to implement the following:

- A. The Board agrees to pay full tuition plus other entrance fees for any courses, workshops, seminars, in-service sessions, and other such sessions which a teacher is requested to take by the administration. Travel expenses will be reimbursed at the rate of fifteen cents (15¢) per mile. The determination of allowable mileage must be approved by the Superintendent.
- B. The Board will reimburse faculty members for graduate course tuition while in the employ of the Netcong Board of Education under the following conditions:
 - 1. Reimbursement will be paid only when one has completed a course, received and can show proof of a passing grade.

 Courses taken during the second semester and/or summer session will be reimbursed early in the ensuing school year providing that person is still within the employ of the Netcong Board of Education.
 - 2. The Board of Education will not reimburse any teacher for courses which the teacher is taking in order to fill certification of undergraduate degree requirements.
 - 3. The Board of Education will reimburse teachers who are taking graduate courses in their major field at a rate of one hundred percent (100%) per course, up to a maximum of Two Hundred Twenty-Five Dollars (\$225.) per semester and Four Hundred Fifty Dollars (\$450.) for the year. If the course cost exceeds Two Hundred Twenty-Five Dollars (\$225.), the Netcong Board of Education will

pay seventy five percent (75%), of the total course cost or the Two Hundred Twenty-Five Dollars (\$225.) according to the discretion of the teacher.

- 4. The Board of Education will not reimburse undergraduate credits unless the Board sponsors the program.
- 5. The Board may, at its discretion, reimburse up to a maximum of One Hundred Dollars (\$100.) for education travel.
- 6. All courses for which reimbursement is to be requested must be approved by the Superintendent prior to registration.
- 7. In the pursuance of a master's degree in one's assigned subject area, those courses considered as general education shall be reimbursed provided these courses are required by the college or university for completion of degree requirements.

ARTICLE IX TEACHERS' RIGHTS

A. Required Meetings or Hearings

Whenever any teacher is required to appear before any administrator or supervisor, Board or any committee, member representative, or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position, or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or hearing and shall be entitled to have representative(s) of the Association present to advise him and represent him during such meeting or hearing.

B. Criticism of Teachers

Any question or criticism by a supervisor, administrator, or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

ARTICLE X TEACHER WORK YEAR AND WORK DAY

A. Work Year

- 1. The in-school work year for all teachers shall be one-hundred and eighty-one (181) days.
- 2. The in-school work year shall include days when pupils are in attendance, and any other day that teachers are required to be in attendance.
- 3. Teachers shall be dismissed after a half-day session on the day preceding Thanksgiving and Christmas.
- 4. The school calendar for the next school year shall be published by the Board and distributed to each teacher within ten (10) days of official adoption.

B. Teaching Hours and Teaching Load

- 1. The Board shall maintain the current work hours:
 - (a) Grades K-5 8:30 a.m. 3:15 p.m. (6 hrs. 45 min.)
 - (b) Grades 6-8 8:00 a.m. 3:30 p.m. (7 hrs. 30 min.)
- 2. All teachers shall receive a one (1) hour duty free lunch period daily.
- 3. Preparation periods
 - (a) All teachers shall receive at least one (1) forty-five
 - (45) minute preparation period per day or the equivalent of five (5) forty-five (45) minute preparation periods per week.
 - (b) Teachers may be called from a scheduled preparation period in excess of those guaranteed in Section B.3-a above to fill in for absent teachers up to ten (10) times per school year.
- 4. Faculty meetings Faculty meetings may be called as necessary. Meetings shall commence upon the dismissal of the students. Except

in cases of emergency, faculty meetings shall not be held on Fridays or days immediately preceding a holiday or vacation period.

Teachers shall receive one week's prior notice of any faculty meeting (except in cases of emergency). An agenda for that meeting will be included with the announcement. Teachers shall have the opportunity to suggest items for the agenda.

ARTICLE XI EXTRA-CURRICULAR ACTIVITIES

Extra curricular sponsors and coaches shall be compensated for the 1980-81 and 1981-82 school years in accordance with the schedule cited below:

Basketball - Boys = \$500.

Basketball - Girls = \$500.

Track = \$500

Dance = \$500

Yearbook = \$75.

Newspaper = \$ 25. per issue - up to \$100 total

ARTICLE XII SCHOOL ASSEMBLY PROGRAMS

Teachers shall be reimbursed by the Board for the costs of materials necessary for the production of school assembly programs. Said reimbursement shall be made within five (5) days after the Board meeting immediately following application for reimbursement. All expenditures must receive prior approval by the administration.

ARTICLE XIII MORNING AND DISMISSAL DUTY

Teachers will not be required to supervise during those periods of time previously described as Morning and Dismissal duty. It is also understood that should these duties be reinstated for any reason, they will not be monitored by teachers.

ARTICLE XIV ASSOCIATION RIGHTS AND PRIVILEGES

A. Use of School Building

The Association shall have the right to use school facilities and equipment including typewriters, mimeographing machines, other duplication equipment, calculating machines, and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use. Prior administrative approval must be obtained.

All equipment must be used on school grounds and at times that such usage will not interfere with normal central office and other administrative activities.

B. Mail Facilities and Mail Boxes

The Association shall have the right to use the inter-school mail facilities and school mail boxes. Prior administration approval must be acquired.

ARTICLE'XV REPRESENTATION FEE

A. Representation Fee

If an 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 a 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. Certification of Fee

1. Amount

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 own members for that membership year. The representation fee to be paid by non-members will be the maximum allowed by law.

2. In order adequately to offset the per capita cost of services rendered by the Association as majority representative, the representation fee shall be equal to the maximum allowed by law (currently 85%) of the regular membership dues, initiation fees and assessments charged by the Association to its own members. If the law is changed with regard to the amount of the representation fee, then the representation fee will be changed to the maximum allowed by law.

C. Deduction Procedure

1. Notification

Prior to November 1 of each year, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board shall deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of representation fee and promptly will transmit the amount so deducted to the Association. The Board will provide the Association with a list by building of all new employees who are unit members.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) 10 days after receipt of the aforesaid list by the Board; or
- (b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination

If any 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 to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics of Deduction and Transmission of Fees

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board receives said notice.

ARTICLE XVI PRINTING OF AGREEMENT

Copies of this agreement shall be printed at the expense of the Board within thirty (30) days after agreement with the Association on format is signed. This agreement shall be presented to all teachers now employed, and hereafter employed.

ARTICLE XVII DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1980, and shall continue in effect through June 30, 1982, subject to the Association's right to negotiate over a successor agreement. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective secretaries and presidents, all on the day and year written below.

NETCONG TEACHERS' ASSOCIATION INCORPORATED

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By Grace Gambino Secretary

Date 12/18/80

NETCONG BOARD OF EDUCATION

President

By Frederick F. Vanderhood

SCHEDULE A-1 .

NETCONG BORO TEACHERS' SALARY GUIDE

<u> 1980 - 1981</u>

	BA	BA+15	BA+30	MA
1.	11,816	12,050	12,341	12,752
2.	12,154	12,402	12,712	13,149
3.	12,492	12,755	13,082	13,547
4.	12,855	13,118	13,446	13,911
5.	13,247	13,482	13,810	14,274
6.	13,582	13,845	14,174	14,637
7.	14,009	14,273	14,601	15,064
8.	14,406	14,670	14,997	15,461
9.	14,866	15,130	15,458	15,922
10.	15,326	15,590	15,918	16,382
11.	15,856	16,120	16,448	16,912
12.	16,384	16,648	16,975	17,440
13.	16,912	17,175	17,503	17,967
14.	17,440	17,702	18,031	18,494
15.	18,001	18,264	18,592	19,057
16.	18,561	18,823	19,152	19,616

Personnel off guide receive 7% plus \$150. over their 1979-80 salaries.

SCHEDULE A-2
NETCONG BORO TEACHERS' SALARY GUIDE

1981 - 1982

	BA	BA+15	BA+30	MA
1.	12,865	13,165	13,465	13,965
2.	13,265	13,565	13,865	14,265
3.	13,665	13,965	14,265	14,765
4.	14,065	14,365	14,665	15,165
5.	14,465	14,765	15,065	15,565
6.	14,865	15,165	15,465	15,965
7.	15,265	15,565	15,865	16,365
8.	15,665	15,965	16,265	16,765
9.	16,165	16,465	16,765	17,265
10.	16,665	16,965	17,265	17,765
11.	17,165	17,465	17,765	18,265
12.	17,765	18,065	18,365	18,865
13.	18,365	18,665	18,965	19,465
14.	18,965	19,265	19,565	20,065
15.	19,565	19,865	20,165	20,665
16.	20,215	20,515	20,815	21,315

Personnel off guide receive 9% over their 1980-81 salaries.