PRESA 1988-90

1988-90 AGREEMENT

Between the

PRINCETON REGIONAL EDUCATIONAL SECRETARIES ASSOCIATION

and the

-BOARD OF EDUCATION - PRINCETON REGIONAL SCHOOL DISTRICT

15 card of Education

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SCHEDULE A--PRESA Salary Guides 1988-90

PREAMBLE

This Agreement is entered into this 5th day of May, 1988, by and between the Board of Education of the Princeton Regional School District, Princeton, County of Mercer, State of New Jersey, hereinafter called the "Board," and the Princeton Regional Educational Secretaries Association, hereinafter called the "Association."

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation in accordance with the New Jersey Employer-Employee Relations Act, in a good-faith effort to reach agreement concerning the terms and conditions of employment for all employees for whom the Association is authorized to negotiate.
- B. Any Agreement so negotiated shall be applicable to all personnel for whom the Association is authorized to negotiate, shall be reduced to writing, shall be signed by the Board and the Association, and shall be adopted by the Board.
- C. Before the signing of any Agreement or the adoption of a ratifying resolution, the Board reserves the right to request from the Association written certification that the membership has duly ratified the Agreement.

C. Procedure

- Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement and shall be exclusive of sick leave and scheduled vacation.
- Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
- Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be considered acceptance of the decision rendered at that step.
- 4. The Association may process a grievance through all levels of the grievance procedure in accordance with this ARTICLE.
- 5. <u>Level 1</u> Any employee who has a grievance shall discuss it first with his/her principal or immediate supervisor in an attempt to resolve the matter informally at that level.
 - <u>Level 2</u> If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) workdays, (s)he shall set forth the grievance in writing to the principal or immediate supervisor with a copy to the Association specifying:
 - a. The matter at issue or in dispute,
 - b. Arguments of the grievant, and
 - The grievant's request for remedy.

The document shall contain all points to be included in the grievance. Facts not contained in the document may be introduced at higher levels in the procedure only with the consent of all interested parties.

The principal or immediate supervisor shall respond in writing specifically to the points raised by the grievant, introduce any additional reasons for his/her decision, and conclude with a reasoned decision within six (6) workdays of receipt of the written grievance.

<u>Level 3</u> The employee, not later than six (6) workdays after receipt of the principal's or immediate supervisor's decision, may appeal the decision to the Superintendent.

- The authority of the arbitrator shall be subject to the following:
 - a. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.
 - b. (S)he shall be without power or authority to modify, add to, subtract from, or in any way whatsoever alter the terms and provisions of this Agreement.
 - c. (S)he shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
 - d. (S)he shall be bound by the laws of the state of New Jersey and the United States and decisions of the courts of New Jersey and of the United States.
- The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding on the parties.
- 3. Only the aggrieved, the Association, and the Board shall be given copies of the arbitrator's decision.
- 4. The Association and the Board shall be responsible for all costs incurred by each, and only the fee and the expenses of the arbitrator shall be shared by each party paying one-half.
- 5. The Association and the Board shall be limited to placing one (1) grievance before an arbitrator at any one time. Arbitrators shall be prohibited from hearing more than one (1) grievance except by mutual agreement of the parties. of the parties.

D. Rights of Employees to Representation

- Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association.
- When an employee is not represented by the Association in the processing of a grievance, the Association shall be notified that the grievance is in process at the time of submission of the grievance in writing. The Association shall have the right to be present and present its position at all hearing sessions held concerning the grievance.

COMPLAINT PROCEDURE

- A. Any complaint regarding an employee made to any member of the Administration by a parent, a student, or a member of the public shall be processed according to the procedure outlined below.
- B. The immediate supervisor shall meet with the employee to apprise the employee of the full nature of the complaint, and they shall attempt to resolve the matter informally. If they are unable to do so, the supervisor shall provide the employee with a written statement of the complaint prior to the exercise of Section D of this ARTICLE.
- C. The employee shall have the right to be represented by the Association at meetings or conferences regarding such complaint.

D. Procedure

<u>Step 1</u> In the event a complaint is not resolved to the satisfaction of all parties, the employee may request a conference with the complainant and the supervisor to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference or if no mutually acceptable conference can be agreed on, the complaint shall move to Step 2.

<u>Step 2</u> Any complaint unresolved under Step 1 shall be reviewed by the Superintendent in an attempt to resolve the matter to the satisfaction of all parties concerned.

Step 3 Upon review of the written complaint, the Superintendent shall confer with all parties within ten (10) workdays.

Step 4 If, after a meeting of the parties, the Superintendent is unable to resolve a complaint to the satisfaction of all parties concerned, (s)he shall forward the results of his/her investigation along with his/her recommendation, in writing, to the Board and a copy to all parties concerned.

<u>Step 5</u> After receipt of the findings and recommendations of the Superintendent, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Superintendent should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association a current roster of personnel represented by the Association, one copy of agendas and minutes of all business meetings as duplicated and distributed to Board members and the County Superintendent of Schools, and such other public information that shall assist the Association in collective negotiations and handling of grievances.
- B. Whenever any representative of the Association or any employee participates during working hours in mutually scheduled negotiations or grievance proceedings, (s)he shall suffer no loss in pay.
- C. The Association and its representatives may be permitted to use school buildings in accordance with Board Policy 1330, entitled "Community Use of School Facilities" (Revision #3 Adopted 3/30/82).
- D. Association members shall be permitted to attend no more than four (4) Association meetings per year at 3:30 p.m. The schedule of dates shall be presented to the Superintendent for approval no later than October 1 of each year. By mutual agreement between the Association and the Superintendent, the schedule may be modified.

WORK YEAR

A. Work Year The work year shall be all weekdays during the employee's contract period with the exception of scheduled vacations and holidays.

B. Contract Work Periods

- 1. Annual contracts are effective from July 1 through June 30 of the following year.
- 2. Ten-month contracts are effective from September 1 through June 30 of the following year.
- C. <u>Vacations</u> Vacations must be approved by the Superintendent or his/her designee. In the event of conflicting requests, years of service shall prevail. Eligibility shall be computed as of July 1. (Also see Section C.4, page 14)

1. Annual Contracts

- a. First-year personnel--one (1) workday for each full month of service up to a maximum of ten (10) workdays.
- b. Over one (1) year but less than ten (10) years--fifteen (15) workdays.
- c. Over ten (10) years--twenty-two (22) workdays.
- Ten-month contracts--for employees hired on or before June 30, 1984:
 - a. First-year personnel--one (1) workday for each full month of service up to a maximum of eight (8) workdays.
 - b. Over one (1) year but less than ten (10) years--twelve (12) workdays.
 - c. Over ten (10) years--sixteen (16) workdays.
- 3. Ten-month contracts--for employees hired on or after July 1, 1984:

Ten-month employees hired on or after July 1, 1984, will work a 190-day schedule and receive seventeen (17) holidays enjoyed by other unit employees. The exact work schedule will be determined by the administrator after consultation with the employee, but the final decision will rest with the Administration. The outcome will not be grievable.

DAILY WORK HOURS

A. September 1 to Closing of School in June

- 1. For positions of thirty-five (35) hours per week, the workday shall consist of seven (7) hours exclusive of a sixty (60) minute duty-free lunch hour.
- 2. For positions of forty (40) hours per week, the workday shall consist of eight (8) hours exclusive of a sixty (60) minute duty-free lunch hour.
- For positions of less than thirty-five (35) hours per week, the workday shall be defined by the principal or immediate supervisor.
- 4. Reasonable hours for the workday shall be established by the immediate supervisor.
- 5. In scheduling lunch hours and daily work hours, first consideration shall be the needs of the school, after which seniority shall be governing.

B. Summer Work Hours

- Summer hours shall be effective immediately upon the close of school in June through August 31st.
- 2. For employees who work thirty-five (35) hours per week during the school year, the workday shall consist of six (6) hours exclusive of a sixty (60) minute duty-free lunch hour.
- 3. For employees on a forty (40) hour week during the school year, the workday shall consist of seven (7) hours exclusive of a sixty (60) minute duty-free lunch hour.
- 4. Twelve (12) month employees whose schedule is less than thirty-five (35) hours per week shall maintain that schedule during the summer.
- 5. Work schedules may be adjusted by agreement between the employee and the Superintendent.
- C. Employees shall continue to enjoy appropriate rest periods as provided in the past.

SECRETARIAL AND ADMINISTRATIVE LIAISON COUNCIL

- A. The parties agree to establish a Secretarial and Administrative Liaison Council to consist of three members designated by the Princeton Regional Educational Secretaries Association and at least one member, but not more than three, appointed by the Superintendent of Schools to meet on a regularly scheduled basis mutually agreed upon, with a reasonable allotment of time to review and discuss current areas of concern.
- B. All matters brought up which are relative to negotiations shall be referred to the negotiations committees.

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the appropriate supervisor, at which time the employee shall be notified of the reason thereof. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee, the Superintendent or his/her designee shall meet with him/her. The employee may, at his/her option, have an Association representative present at such meeting.
- B. Written notice of an involuntary transfer or reassignment shall be given to the employee at least ten (10) workdays prior to transfer or reassignment. The 10-day notice will not be required in cases of emergency.

- No material derogatory to an employee's conduct, service, character or personality shall be placed in the personnel file unless the employee has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.
- 3. The Board shall not establish any separate personnel file which is not available for the employee's inspection.
- 4. The Board agrees to protect the confidentiality of personal references and other similar documents.

REDUCTION IN JOB CLASSIFICATION

- A. Employees will not be reduced in job classification without just cause.
- B. Any employee reduced in job classification, regardless of compensation, may request and receive from the Superintendent or his/her designee reasons for such reduction.

reasons for such nonemployment. The request shall be addressed to the Board in care of the Secretary to the Board.

b. Within twenty (20) workdays after receipt of a request, the Board shall furnish a written statement setting forth the reason or reasons for the Board's determination.

3. Informal Appearance Before the Board

- a. A nontenured employee who has requested a statement of reasons for nonemployment may make a request in writing, within eight (8) workdays of receipt of the statement, for an informal appearance before the Board. The request shall be addressed to the Board in care of the Secretary to the Board.
- b. Within twenty (20) workdays after receipt of a request, the Board or a Board committee of no less than three (3) members shall meet with the employee.
- c. The purpose of granting an informal appearance before the Board to the nontenured employee is to provide an opportunity to dissuade the Board from its determination not to offer employment for the coming school year.
- d. The informal appearance before the Board is not to be an adversary proceeding.
- e. The employee may be represented by counsel or an individual of his/her own choice before the Board and may present witnesses on his/her behalf.
- f. The informal appearance shall be closed to the public.
- g. The conclusions of the Board following the informal appearance shall be communicated to the employee in writing within twenty (20) workdays following the informal appearance.

4. Notification of Intention to Return

If the Board offers a renewal contract, the employee shall notify the Board within ten (10) workdays thereafter whether (s)he desires to accept such offer. If the employee does not so notify the Board in writing within that period, the offer shall be deemed withdrawn by the Board.

TEMPORARY LEAVES OF ABSENCE

- A. 1. As of the first day of the contract year, employees shall be entitled to a maximum of two (2) days' leave of absence with pay for personal business. These days may not be used to lengthen a vacation or holiday without approval of the reason for the request.
 - 2. All requests for personal leave must be made and are subject to the filing of an application. If the application and request is made not less than six (6) workdays prior to the date of requested leave, approval of such leave will be automatically granted. If the application and request for approval of personal leave is made less than six (6) workdays prior to the date of the requested leave, approval of such leave is at the discretion of the supervisor. Prior to rendering his/her decision, the supervisor may request the reason(s) why the application was not made at least six (6) workdays prior to the date of the requested personal leave.
- B. Employees shall be granted the following leaves according to the provisions noted below:
 - 1. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay up to a maximum of five (5) consecutive workdays, one (1) of which shall be either the day of death or the day of the funeral. Immediate family is defined to include husband, wife, father, mother, son, daughter, husband's parents, and wife's parents. When individual circumstances are such that a close relative other than those defined as members of the immediate family should be considered as a member of the immediate family, a special request may be granted not to exceed three (3) days.
 - One (1) day's leave of absence without loss of pay may be granted upon request to attend the funeral of a relative or a close friend.
 - 3. Up to a maximum of five (5) days' leave of absence without loss of pay may be granted each year upon request of an employee to care for a member of the immediate family who is ill.
 - 4. Three (3) days' leave of absence without loss of pay may be granted to a husband to provide family care upon the birth of a child.

EXTENDED LEAVES OF ABSENCE

- A. Maternity Leave Any pregnant employee may apply for a leave of absence without pay. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time to a specific date following birth.
 - Maternity leave shall be granted subject to the following conditions:
 - a. An employee shall request such leave as far in advance as is reasonable but in no event less than ninety (90) days prior to its commencement. An exception may be made for medical emergency documented by a physician's certificate.
 - b. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
 - c. Exact dates of the leave will be arranged.
 - d. A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from maternity leave.
 - 2. An employee's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth or other related causes. By mutual agreement between the employee and the Board, the leave period may be shortened.
 - The leave of absence granted a nontenured employee hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.
 - 4. No employee shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return.
 - 5. Any employee planning to adopt a preschool child which will necessitate an eventual maternity leave shall advise the Superintendent as soon as practicable prior to assuming the custody of the child. Any request for maternity leave shall be submitted by the employee to the Superintendent.

- C. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.
- D. Other leaves of absence without pay may be granted by the Board for good reason, consistent with Board Policy 4150, Staff Leaves and Absences (adopted March 25, 1986).
- E. All applications and responses for leaves shall be presented in writing on forms provided.
- F. All benefits to which an employee was entitled at the time the leave of absence commenced shall be restored upon his/her return, and (s)he shall be assigned to an equivalent position to that held at the time the leave commenced.

PROTECTION OF EMPLOYEES

- A. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor.
 - 2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved and shall act in appropriate ways as liaison between the employee, the police, and the courts.
- B. When an employee is absent as a result of personal injury caused by an assault or an accident arising out of and in the course of his/her employment, the Board shall pay such employee his/her full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to sick leave, provided, however, that the salary or wages paid hereunder shall be reduced by the amount of any workman's compensation award made for temporary disability.
- C. Employees shall not be responsible for or asked to supervise students either in the office or in the school building except as required by the Board-approved job description.
- D. It shall not be the responsibility of office staff to perform nursing services for any students. However, such staff may respond to student requests for assistance.

INSURANCE PROTECTION

- A. The Board shall carry master insurance contracts which shall make hospital-surgical and major medical protection available to each employee employed twenty (20) hours per week or more, unless the insurance carrier limits eligibility for insurance coverage to employees working a total of more than twenty (20) hours per week.
- B. 1. Health and major medical coverage will be provided through the New Jersey State Health Benefits Plan. Prescription drug coverage will be provided through New Jersey Blue Cross and Blue Shield.
 - Any contemplated change in the carrier shall be discussed by the Board with the Association. The Board has the right to change carriers provided that substantially similar coverage is provided.
- C. The Board agrees to pay not more than \$213 per year per individual employee for an individual dental program. Any difference between the actual premium and \$213 will be reimbursed to each employee.
- D. Effective July 1, 1986, the Board agrees to provide improved laboratory and X-ray services for those employees covered under this Agreement.
- E. For employees who enroll, the Board shall pay the premiums, including family coverage where applicable.
- F. It shall be each employee's responsibility to enroll in and revise his/her medical program coverage in accordance with the needs of his/her family.
- G. Individuals on leave without pay have the privilege of being covered under the group plans on payment of the appropriate premiums.
- H. A tenured employee whose employment has been terminated because of a reduction in force shall continue to be protected under the terms of this ARTICLE for a period of three (3) months after termination or until (s)he obtains employment, whichever comes first.
- I. For 1989-90, the Board agrees to pay the premium for Washington National Disability Insurance, Plan A. Employees wishing to upgrade the plan may do so at their own expense.

3. If the full two (2) weeks' notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten (10) full workdays shall be used in calculating the amount of notice given by the employee.

H. Termination

- 1. An employee who is terminated shall receive two (2) weeks' notice or two (2) weeks' pay in lieu of notice.
- Vacation pay shall be based upon the proportion of full months worked at date of termination during the contract year.
- 3. The date of termination shall be the last day the employee was at work.

I. Payment at Retirement

Upon retirement, the retiree shall be paid \$27 for each day of unused accumulated sick leave up to a maximum of \$2,700 in 1988-89 and \$30 for each day to a maximum of \$3,000 in 1989-90. For employees who retire during the school year, the unused sick leave from the days accumulated during that year shall be prorated on the basis of the full calendar months worked for the purpose of of calculating the payment.

J. Perfect Attendance

An employee who completes one (1) contract year (10 or 12 month) with no more than two (2) sick and/or personal days of absence shall be paid a lump sum of \$200.

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be construed as Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy, subject to the legal authority and duty of the Board to change policies when necessary in the public interest but consistent with the New Jersey statutes on collective negotiations.
- B. Any individual contract between the Board and 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 controlling.
- C. Copies of this Agreement shall be provided at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed or hereafter employed.
- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram, registered letter, certified mail, or hand delivery (with receipt) at the following addresses:
 - 1. If by Association, to the Board at

Princeton Regional Board of Education c/o The Secretary to the Board Valley Road Administration Building P.O. Box 711 Princeton, NJ 08540

2. If by Board, to the Association at

President of PRESA at the appropriate building

- E. Children of staff members shall be permitted to attend Princeton Regional Schools, tuition free, in all grades.
 - A child enrolled pursuant to this ARTICLE shall be permitted to continue to attend despite the subsequent death of the staff member parent.

6. If at any time, a court of competent jurisdiction shall find that the Agency Shop law, as enacted or applied, is illegal, then all of Section G shall be immediately considered void and no longer a part of this Agreement.

FULLY BARGAINED PROVISIONS

- A. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by the Employer-Employee Relations Act.
- B. 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.

SCHEDULE A--PRESA SALARY GUIDES 1988-90

<u>1988-89</u> Step	Exec. Sec.	<u>O2</u> Admin. Sec.	03 Bkkeeper D/P Tech. Print Op. A-V Tech. W.P. Sec.	04 Media Asst.Sec. Library Asst.	05 ClTyp. Tele.Op. Med.Proc.
1 (0 yrs.) 2 (1 yr.) 3 (2 yrs.) 4 (3-4 yrs.) 5 (5-6 yrs.) 6 (7 yrs.) 7 (8-9 yrs.) 8 (10 yrs.) 9 (11 yrs.) 10 (12 yrs.) 11 (13 yrs.) 12 (14 yrs.) 13 (15+ yrs.)	\$19906	\$18012	\$17468	\$16791	\$13510
	20433	18489	17931	17236	13867
	20973	18978	18406	17692	14234
	21529	19481	18893	18160	14611
	22098	19996	19393	18641	14998
	22683	20526	19906	19135	15395
	23284	21069	20433	19641	15802
	23900	21627	20974	20161	16221
	24533	22199	21529	20695	16650
	25182	22787	22099	21242	17091
	25849	23390	22684	21805	17543
	26533	24009	23284	22382	18008
	27235	24645	23901	22974	18484
<u>1989-90</u> Step	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>
1 (0 yrs.) 2 (1 yr.) 3 (2 yrs.) 4 (3-4 yrs.) 5 (5-6 yrs.) 6 (7 yrs.) 7 (8-9 yrs.) 8 (10 yrs.) 9 (11 yrs.) 10 (12 yrs.) 11 (13 yrs.) 12 (14 yrs.) 13 (15+ yrs.)	\$21453	\$19413	\$18827	\$18097	\$14560
	22021	19926	19325	18576	14945
	22604	20454	19837	19068	15341
	23202	20995	20362	19572	15747
	23817	21551	20901	20090	16164
	24447	22122	21454	20622	16592
	25094	22707	22022	21168	17031
	25758	23308	22605	21728	17482
	26440	23925	23203	22304	17945
	27140	24558	23817	22894	18420
	27859	25208	24448	23500	18907
	28596	25876	25095	24122	19408
	29353	26561	25759	24760	19921

<u>Longevity</u>: For long-service employees, base salaries shall be increased as follows, calculated as of the first workday in July of the contract year for years of continuous service:

1988-90:	15-19	\$500	25-29	\$ 900
	20-24	750	30+	1100

Note: The guide salaries are for 12-month employees on a 35-hour week. For those who work on other schedules, the salaries are factored as follows:

12-month - 40-hour week - 1.1428	10-month - 35-hour week8333
12-month - 6/7 contract8571	10-month - 6/7 contract7142
12-month - 5/7 contract7142	10-month - 5/7 contract5951
12-month - 4/7 contract5714	10-month - 4/7 contract4762