

Contract no. 1050

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AGREEMENT
between the
PAULSBORO BOARD OF EDUCATION
and the
PAULSBORO EDUCATIONAL SECRETARIES' ASSOCIATION

July 1, 1991 - June 30, 1993

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AGREEMENT

between

PAULSBORO BOARD OF EDUCATION

and the

PAULSBORO EDUCATIONAL SECRETARIES' ASSOCIATION

ARTICLE I

RECOGNITION

1. A. The Paulsboro Board of Education, Paulsboro, Gloucester County, New Jersey
2. hereafter known as the Board hereby recognizes the Paulsboro Secretaries'
3. Association and hereafter known as the Association as the exclusive represen-
4. tative for collective negotiations concerning the terms and conditions of
5. employment for personnel under contract and employed by the Board and so
6. assigned as an employee who performs secretarial and clerical duties. The Board
7. Secretary and Superintendent's Secretary are not a part of this unit.

ARTICLE II

NEGOTIATION PROCEDURE

8. A. The parties agree to enter into collective negotiations over a successor Agreement,
9. and they agree that Agreement shall remain in force until such time as a new
10. Agreement is reached in accordance with Chapter 123, Public Laws of 1974. Such
11. negotiations shall begin not later than October 1st of the calendar year, preceding
12. the calendar year in which this Agreement expires.
13. B. The Board agrees to furnish the Association, upon reasonable request, all infor-
14. mation normally made available to the public.
15. C. This Agreement shall not be modified in whole or in part by the parties, except by
16. mutual agreement by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

17. A. A "grievance" is a claim by employees or the Association based upon the interpre-
18. tation, application or violation of this Agreement, policies or Administrative
19. decisions affecting an employee or a group of employees. An "aggrieved person"
20. is the person or persons making the claim. a "Party in Interest" is the person or
21. persons making the claim and any person who might be required to take action or
22. against whom the action might be taken in order to resolve the claim.

AGREEMENT between the Paulsboro Board of Education and the Paulsboro Educational Secretaries Association, cont'd.)

1. B. The purpose of this procedure is to secure, at the lowest level, equitable
2. solutions to the problems which may from time to time arise affecting the
3. welfare or terms and conditions of employment of employees. Both parties
4. agree that these proceedings will be kept as informal and confidential as may
5. be appropriate at any level of the procedure.

6. C. Nothing herein contained shall be construed as limiting the right of any employee
7. having a grievance to discuss the matter informally with his immediate superior,
8. provided the adjustment is not inconsistent with terms of this Agreement.

9. D. Since it is important that grievances be processed as rapidly as possible, the
10. number of days indicated at each level should be considered as a maximum and
11. every effort should be made to expedite the process. The time limits specified
12. may, however, be extended by mutual agreement.

13. E. **Step 1:** An employee shall first discuss his grievance orally with his immediate
14. supervisor, either directly or through the Association's designated representatives
15. with the objective of resolving the matter informally.

13. **Step 2:** If the aggrieved person is not satisfied with the disposition of his
14. grievance at Step One, or if no decision has been rendered within five (5) school
15. days after presentation of the grievance, he or the Association must submit the
16. grievance in writing within six (6) school days to the immediate supervisor with
17. whom the informal conference in Step One was held. If the immediate supervisor
18. is not a principal, the grievant shall send a copy of the formal and written grievance
19. of Step Two to the principal, who shall submit his decision with the Supervisor.
20. The supervisor's and/or principal's decision shall be rendered in writing within
21. five (5) school days of the receipt of the formal complaint.

22. **Step 3:** The aggrieved person may appeal the decision of the supervisor and/or
23. principal to the Superintendent of Schools within five (5) school days after
24. receiving the decision of the supervisor. The Superintendent of Schools shall
25. within ten (10) school days after receipt of the appeal review the formal complaint
26. and render a decision in writing.

27. **Step 4:** If the aggrieved person is not satisfied with the disposition of his
28. grievance at Step 3, or if no decision has been rendered within ten (10) school
29. days after the grievance was delivered to the Superintendent, he or the Association
30. may submit in writing the grievance in caucus with the person and representative
31. from the Association within ten (10) school days after receipt of the appeal. At
32. Step 4, following the submission of a written grievance, the Board shall set forth
33. in writing its decision and the reason therefore as soon as possible, but no later
34. than 30 calendar days after the hearing with the grievant.

35. **Step 5:** If the aggrieved person determines that the grievance is not satisfied, the
36. grievance may be submitted to arbitration within fifteen (15) school days by the
37. aggrieved person or Paulsboro Educational Secretaries' Association within ten
38. (10) school days after such written notice of submission to arbitration, the Board
39. and the aggrieved person and the Association shall attempt to agree upon a mutually
40. acceptable arbitrator and shall obtain a commitment from said arbitrator to serve.
- 27th. If the parties are unable to agree upon an arbitrator or to obtain such a commitment
42. within the specified period, a request for a list of arbitrators may be made to the
43. American Arbitration Association by either party. The parties shall then be bound

1. by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
2. F. The arbitrator so selected shall confer with the representatives of the Board and the
3. aggrieved person and hold hearings promptly and shall issue his decision. The
4. arbitrator's decision shall be in writing and shall set forth his findings of fact,
5. reasoning and conclusions of the issues submitted. The arbitrator shall be without
6. power or authority to make any decision which requires the commission of an act
7. prohibited by law or which is violative of the terms of this Agreement. The
8. decision of the arbitrator shall be submitted to the Board, the aggrieved person,
9. and the Association and shall be final and binding on the parties. The costs for
10. services of the arbitrator, including per diem expenses if any, and actual and
11. necessary travel subsistence expenses and the cost of the hearing room shall be
12. borne equally by the Board and the Association. Any other expenses incurred
13. shall be paid by the party incurring same.
14. G. All meetings and hearings under this procedure shall not be conducted in public
15. and shall include only members involved, the administration involved, Board of
16. Education, and their designator selected representatives.

ARTICLE IV

EMPLOYEE RIGHTS

17. A. Pursuant to Chapter 123 Public Law 1974, the Board hereby agrees that every
18. employee of the Board shall have the right freely to organize, join and support the
19. Association and its affiliates for the purpose of engaging in collective negotiations
20. for mutual aid and protection. As a duly selected body exercising governmental
21. power under the laws of the State of New Jersey, the Board undertakes and agrees
22. that it shall not directly or indirectly discourage or deprive or coerce any employee
23. in the enjoyment of any right conferred by Chapter 123, Public Laws 1974, or
24. other laws of New Jersey and the United States; that it shall not discriminate
25. against any employee with respect to hours, wages, or any terms or conditions
26. of employment by reason of his membership in the Association and its affiliates,
27. his participation in any activities of the Association and its affiliates, collective
28. negotiations with the Board, or his institution of any grievance, complaint or
29. proceeding under this Agreement or otherwise with respect to any terms or
30. conditions or employment.
31. B. Nothing contained herein shall be construed to any or restrict to any employee
32. such rights as he may have under New Jersey School Laws or other applicable
33. laws and regulations. The rights granted to employees hereunder shall be deemed
34. to be in addition to those provided elsewhere.
35. C. Whenever any employee is required to appear before the Superintendent or his
36. designee, Board, or any committee, member, representative, or agent thereof
37. concerning any matter which could adversely affect the continuation of em-
38. ployment or the salary or any increments pertaining thereto, then he shall be given
39. prior written notice of the reasons for such meeting or interview and shall be
40. entitled to have a representative of the Association present to advise him and
41. represent him during such meetings and interviews. Any suspension of an
42. employee pending charges shall be without pay pending decision. If found not
43. guilty, salary will be retroactive back to time of suspension.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

1. A. Upon mutual agreement whenever any representative of the Association or any
2. employee participates during working hours in negotiations, grievance proceed-
3. ings, conferences, or meetings, he shall suffer no loss in pay.
4. B. The Association and its representatives shall have the privilege to use school
5. buildings at all reasonable hours for meetings. The request shall be submitted to
6. the Superintendent stating the time and place of all such meetings.
7. C. The Association shall have the right to use school facilities and equipment at
8. reasonable times, when such equipment is not otherwise in use. School
9. facilities and equipment shall be used exclusively for programs of the Paulsboro
10. Educational Secretaries' Association and its members and no other organization.
11. The Association shall pay for the reasonable cost of all materials and supplies
12. incident to such use, and for any repairs necessitated as a result thereof.
13. D. Adequate bulletin board space shall be reserved in each school location in a place
14. to be designated by the supervisor at such school location, readily accessible to
15. all members of the bargaining unit, for the posting of Association notices and
16. other material dealing with proper and legitimate Association business. All such
17. notices and material shall bear the signature of a responsible Association official
18. or shall clearly indicate that its issuer or publisher is the Association. The
19. authorized representative of the Association shall be the sole person empowered
20. to post these materials on the Board. The bulletin board space shall be identified
21. with the name of the Association.
22. E. The Association shall have the privilege to use the interschool mail facilities
23. and school mail boxes as it deems necessary. In the event there is no Association
24. Representative in any work location the authorized representative of the Associa-
25. tion by a letter of authorization signed by the President of the Association, to carry
26. out duties and responsibilities of the Association Representatives as set forth in
27. this Agreement, except that such representatives shall not be entitled to leave the
28. premises of the work location in which he works during his work hours.

ARTICLE VI

SALARY & HOURS OF WORK

29. A. The salaries of all employees covered by this Agreement shall be increased for
30. the 1991-92 and 1992-93 school years as per the attached guides.
31. B. The regular work day shall not exceed 8 hours with a 45 minute duty free lunch.
32. Summer hours for all offices shall not exceed 7 hours with a 1 hour duty free
33. lunch, beginning day following the closing of school and ending Labor Day.
34. C. Overtime shall be compensated at the rate of 1 1/2 per hourly rate. The overtime
35. rate is only involved when the actual hours worked in a week exceeds 40 hours.
36. All other extra time prior to 40 hours shall be at a regular salary.
37. D. The schedule for Christmas and Easter shall be 8:00 a.m. to 2:30 p.m. with one-
38. half (1/2) hour for lunch.
39. E. If school is dismissed early prior to a holiday, the secretaries may leave at 2:00 pm
40. if their work is complete.

1. F. All 12 month employees will work 242 days, and 10 month employees will work
2. 196 days between July 1 and June 30 of each year. The actual days to be worked
3. will be determined in joint consultation with the Superintendent and the President
4. of the Association after the yearly calendar is established. It should be noted that
5. the two N.J.E.A. days are to be included in the annual list of days off and will not
6. reduce the 242 & 196 days to be worked.

7. **SPECIAL NOTES:**

8. 1. On days when school is in session no more than 3 secretaries can
9. be off.
10. 2. When a conflict exists as to which secretaries may be off,
11. seniority shall be the deciding factor.

**ARTICLE VII
TRANSFER & REASSIGNMENT**

11. A. Employee desiring a change in employment shall make their request in writing to
12. the Superintendent. These requests shall be granted wherever possible, as soon as
13. possible. If there are no vacancies available at that time, prior consideration shall
14. be given to the individuals requesting transfer when position becomes available.
14. B. Involuntary transfers will be made only when conditions require it. The employee
15. to be transferred shall be given every consideration possible as to available
16. positions in the system. Seniority with the system shall be given consideration.
17. C. The Superintendent shall discuss the transfer with the employee and/or his
18. representative and the Board shall make the final assignment in writing.

**ARTICLE VIII
VACANCIES & NEW POSITIONS**

11. A. Notice of all vacancies in secretarial and clerical positions shall be posted in each
12. school by the Superintendent within five days of:
 13. 1. Receipt of letter of resignation
 14. 2. Official Board action vacating a position or creating a new position
 15. within the school system.
16. B. The notice shall be posted for five (5) work days and employees interested therein
17. must submit a written application to the Superintendent within the aforementioned
18. five (5) work day posting period to be considered for the vacancy. The notice
19. shall state the name of the job, a short description, the salary, step and level of
20. the same and shall be posted at all schools. The person requesting the transfer to
21. the position shall list her special skills in the request which are related to the
22. advertised job specifications.
23. C. All such applicants shall be considered and given an interview within a reasonable
24. period of time.
25. D. The Board shall determine the qualifications and abilities of employees who apply
26. and filling such vacancies the Board agrees to give due weight to background
27. attainments and skills of all applicants, the length of time each has been employed
28. by the Board and other relevant factors.
29. E. Qualifications for all positions are as written on pages 6 of this Agreement.
30. Present Personnel are exempt from meeting qualifications for positions which they
31. already hold. However, they must meet the qualifications in order to be promoted.

SECRETARIES

1. **CLASS I**
2. **BUILDING PRINCIPAL SECRETARY**
3. **GUIDANCE OFFICE SECRETARY**
4. **QUALIFICATIONS**

5. a. Shorthand - 80 words per minute
6. b. Typing - 60 words per minute
7. c. Able to meet public and have pleasant personality
8. d. Be able to make decisions and act independently when called upon
9. e. Be punctual and develop a good attendance record
10. f. Have good telephone manners
11. g. Have a willingness to demonstrate confidentiality

12. **CLASS II**
13. **QUALIFICATIONS**

14. a. Be able to take moderate dictation
15. b. Type 50 words per minute
16. c. Be extremely accurate with numbers and reports
17. d. Have good telephone manners
18. e. Be punctual and develop a good attendance record
19. f. Have a willingness to demonstrate confidentiality

20. **CLASS III**
21. **QUALIFICATIONS**

22. a. Type 40 words per minute
23. b. Must demonstrate accuracy with reports and special projects such as attendance records
24. c. Have good telephone manners
25. d. Have a willingness to demonstrate confidentiality

26. **PAYROLL/BOOKKEEPER**
27. **QUALIFICATIONS**

28. a. Become proficient in use of the computer.
29. b. Be extremely accurate in development of financial reports and other projects such as payroll.
30. c. Keep abreast of all changes in the law which affect deductions and other payroll activities.
31. d. Be flexible in working hours in order to complete reports and projects.
32. e. Demonstrate ability to work independently.
33. f. Be able to type with extreme accuracy.
34. g. Be punctual and develop a good attendance record.
- 35.
- 36.

ARTICLE IX

SICK LEAVE

1. A. All employees shall be allowed sick leave with full pay according to months of
2. employment. All unused sick leave shall be accumulative for additional sick leave
3. as needed in subsequent years.

4. 12 months - 12 days
5. 11 months - 11 days
6. 10 months - 10 days

7. B. Pay upon retirement will be \$25 for each sick day accumulated up to 125 days
8. for 1991/92 and 150 days for 1992/93. The payment for sick days applies only
9. to those days earned as an employee of the Paulsboro Board of Education.
10. Association members shall be eligible for remuneration of sick days in the year
11. payment for P.E.R.S. benefits commence. Notification of retirement must be made
12. to the Superintendent no later than the first week in November of the year pre-
13. ceding retirement. Failure to notify prior to the deadline will result in payment the
14. following fiscal year. To be eligible an employee must be employed in the district
15. for 10 or more years and must have accumulated at least 25 days.

ARTICLE X

16. A. Employees shall be entitled to the following temporary non-accumulative leaves of
17. absence with full pay each school year:
18. 1. When death in the immediate family (Parent, spouse's parent, child, brother, sister,
19. spouse, grandparent, spouse's grandparent, sister-in-law, brother-in-law, or
20. relative residing in the employee's home) occurs, the secretary may be allowed up
21. to four (4) days.

22. 2. An allowance of up to two (2) days may be granted to attend the funeral of any of
23. the following: Aunts, uncles, son-in-law, daughter-in-law, grandchildren of an
24. employee.

25. B. Tenure employees shall be entitled to three (3) days leave of absence and non-tenure
26. employees shall be entitled to One (1) day leave of absence for personal, legal
27. business matters which require absence during school hours. Application to
28. employees Principal, or other immediate superior for personal leave shall be made
29. at least five (5) days before taking such leave, except for cases of emergency. In
30. all such cases the applicant shall state the reason for taking such leave. Personal
31. leave days may not be taken before or after a holiday or school vacation period.
32. Any secretary with whole personal days remaining at the end of each school year
33. will have them carried over to their accumulated sick days for the following year.
34. C. Time necessary for appearance in any legal proceedings connected with the
35. employee's employment or with the school system if the employee is required
36. by law to attend.
37. D. A maternity leave of absence, which shall be in compliance with current laws,
38. will be granted to any regular employee, who has been employed by the Board,
39. upon request for such leave, accompanied by proper certification of pregnancy by
40. the employee's physician. The employee will be able to return to her position after
41. a suitable amount of time elapses for recuperation after the physician has certified
42. that said employee is in good health and is able to resume her responsibilities.
43. E.. All benefits to which an employee was entitled at the time her leave of absence
44. commenced, including unused accumulated sick leave, shall be restored to her
45. upon her return, and she shall be assigned to the same position which she held at
46. the time said leave commenced, if available or, if not, to a substantially equivalent
47. position.

ARTICLE XI

INSURANCE PROTECTION

- 1. A. Each employee shall receive the State Health Plan (1420), Major Medical, Rider J.
- 2. Each employee shall receive in addition to the above \$1,444.50 toward dependent
- 3. coverage of Blue Cross/Blue Shield Major Medical. If any other Association within
- 4. the District receives Medical Coverage in excess of the above the additional
- 5. coverage shall be provided to the Association.

ARTICLE XII

EMPLOYEE IMPROVEMENT

- 6. A. The Board agrees to pay up to one hundred and fifty dollars (\$250) per year toward
- 7. tuition incurred in connection with job-related instruction courses, which are part
- 8. of a secretarial certification program, with prior approval of the Superintendent of
- 9. schools. For 1992-93 this figure shall be two hundred dollars (\$300).

- 10. B. Verification of tuition shall be submitted with the voucher for payment upon
- 11. successful completion of the course.

- 12. C. Upon completion of a two (2) year secretarial program, or its equivalent, at a
- 13. recognized secretarial or business training school or college, the Paulsboro Board
- 14. of Education will grant a three hundred dollar (\$300) increment.

- 15. The program must be approved by the Superintendent prior to starting. Current
- 16. employees with credits in a program may request a continuation of their program.
- 17. Previously earned degrees or their equivalent are not eligible.

- 18. Proof of completion of the program on a successful basis must be submitted prior
- 19. to consideration by the Superintendent on the granting of the increment.

ARTICLE XIII

VACATIONS

- 20. A. Each twelve (12) month employee shall be entitled to a vacation with pay at the
- 21. annual rate of pay such employees are receiving at the time such vacation is
- 22. actually taken.

23.	1-8 years	2 weeks
24.	9 -15 years	3 weeks
25.	16-30 years	4 weeks
26.	30+	5 weeks

- 27. B. There will be no pay for unused vacation. It must be used.
- 28. If illness occurs in the last two (2) months, days may be carried over for an
- 29. additional three (3) months.

ARTICLE XIV

EVALUATION PROCEDURE

1. A. All observation of the work performance of any secretary shall be conducted
2. openly and with full knowledge of the secretary. The nature of the secretary's
3. job effects an ongoing and daily assessment of her performance. It is agreed that
4. formal evaluations shall be prepared by the supervisor in writing at least twice a
5. year.

6. These reports shall be presented to secretaries by the principal or his counterpart
7. supervisor periodically in accordance with the following procedures:

8. (1) Such reports shall be issued in the name of the appropriate supervisor based
9. upon a compilation of reports, or observations, and of discussions with any
10. or all supervisory personnel who come in contact with the secretary in a
11. supervisory capacity.

12. (2) Such reports shall be addressed to the secretary.

13. (3) Such reports shall be written in narrative form and shall include, when
14. pertinent:

15. (a) Strengths of the secretary as evidenced during the period since
17. the previous report.
18. (b) Weaknesses of the secretary as evidenced during the period since
19. the previous report.
20. (c) Specific suggestions as to measures which the secretary might take
21. to improve her performance in each of the areas wherein weaknesses
22. have been indicated.

23. (4) Such supervisory reports are to be provided for non-tenure secretaries at
24. least two (2) times each year; the first not later than November 30, and the
25. last not later than April 1.

26. B. A secretary shall be given a copy of any evaluation report prepared by her
27. evaluator at least one (1) day before any conference to discuss it. No such report
28. shall be submitted to the central office, placed in the secretary's file, or otherwise
29. acted upon without prior conference with the secretary. No secretary shall be
30. required to sign a blank or incomplete evaluation form.

31. C. A secretary shall have the right, upon request, to review the contents of her
32. personnel file in the presence of the Superintendent. At least once every year
33. a secretary shall have the right to indicate those documents and/or other materials
34. in her file which she believes to be obsolete or otherwise inappropriate to retain.

35. D. No material derogatory to a secretary's conduct, service, character, or personality
36. shall be placed in her personnel file unless the secretary has had an opportunity to
37. review all the material. The secretary shall acknowledge that she has had the
38. opportunity to review such material by affixing her signature to the copy to be
39. filed with the express understanding that such signature in no way indicates
40. agreement with the contents thereof. The secretary shall also have the right to
41. submit a written answer to such material and her answer shall be reviewed by the
42. Superintendent or his designee and attached to the file copy.

1. E. Prior to any annual evaluation report, the immediate supervisor of a non-tenure
2. secretary shall have had appropriate communication, including but not limited to
3. all steps in Section A above with said secretary regarding her performance as a
4. secretary.

ARTICLE XV

DEDUCTIONS FROM SALARY

5. A. The Board agrees to deduct from the salaries of its employees dues for the
6. Paulsboro Educational Secretaries' Association, the Gloucester County
7. Education Association, the New Jersey Association or the National Education
8. Association, or any combination of such Associations as said employee
9. individually and voluntarily authorizes the Board to deduct. Such deductions
10. shall be made in compliance with Chapter 310, Public Law of 1967
11. (NJSA 52:14-15E) and under the rules established by the State Department of
12. Education.

ARTICLE XVI

MISCELLANEOUS

13. A. Except as this Agreement shall otherwise provide, all terms and conditions of
14. employment applicable on the effective date of this Agreement to employees
15. covered by this Agreement as established by the rules, regulations and/or
16. policies of the Board in force on said date shall continue to be so applicable
17. during the term of this Agreement.

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

23. C. On days when school is closed for inclement weather all secretaries are expected
24. to report to work unless otherwise directed by the Superintendent.

ARTICLE XVII
DURATION OF AGREEMENT

1. A. This Agreement shall be effective as of July 1, 1991 and shall continue in effect
2. until June 30, 1992.

3. _____
Joseph Giovannitti
President, Board of Education

Catherine Bidenti
President, P.E.S.A.

4. _____
John Manzoni
Vice-President, Board of Education

Jane Hall
Vice-President, P.E.S.A.

5. _____
Elaine Kosuh
Board Secretary

Jeanne Johnson
Secretary, P.E.S.A.

APPENDIX "A"

1991/92 SALARY GUIDE

<u>LEVEL</u> STEP	<u>A</u>	<u>B</u>	<u>C</u> (10 MONTHS)
1	\$18,327	\$17,389	\$14,040
2	\$18,825	\$17,888	\$14,538
3	\$19,361	\$18,424	\$15,075
4	\$19,898	\$19,092	\$15,476
5	\$20,434	\$19,764	\$15,878
6	\$20,970	\$20,434	\$16,547
7	\$21,506	\$20,969	\$17,219
8	\$22,042	\$21,505	\$17,754
9	\$22,578	\$22,042	\$18,290
10	\$23,114	\$22,578	\$18,825
10+	\$23,564	\$23,029	\$19,276

1992-93 SALARY GUIDE

<u>LEVEL</u>	<u>A</u>	<u>B</u>	<u>C</u> (10 MONTHS)
<u>STEP</u>			
1	\$19,732	\$18,723	\$15,116
2	\$20,269	\$19,260	\$15,653
3	\$20,846	\$19,837	\$16,231
4	\$21,424	\$20,556	\$16,662
5	\$22,001	\$21,279	\$17,096
6	\$22,578	\$22,001	\$17,816
7	\$23,155	\$22,577	\$18,539
8	\$23,733	\$23,154	\$19,116
9	\$24,309	\$23,733	\$19,692
10	\$24,886	\$24,309	\$20,269
10+	\$25,371	\$24,795	\$20,754

