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AGREEMENT

Between

BERGEN COUNTY PROSECUTOR

and

**BERGEN COUNTY NARCOTIC TASK FORCE,
PBA LOCAL NO. 289**

Effective January 1, 1988 through December 31, 1989

LAW OFFICES:

**LOCCKE & CORRBIA P.A.
24 Salem Street
Hackensack, New Jersey 07601
(201) 488-0880**

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AGREEMENT

THIS AGREEMENT, made on this 9TH day of JUNE, 1989, by and between THE OFFICE OF THE BERGEN COUNTY PROSECUTOR, hereinafter referred to as "the Employer," and PBA LOCAL NO. 289, INVESTIGATORS I, of the BERGEN COUNTY NARCOTIC TASK FORCE, hereinafter referred to as the "Association".

WHEREAS, the Employer and the Association recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

NOW, THEREFORE, it is agreed as follows:

RECOGNITION

The Office of the Bergen County Prosecutor hereby recognizes Local No. 289 as the sole and exclusive representative of all Prosecutor's Investigators of the Bergen County Narcotic Task Force, excluding Detectives, Sergeant of Investigators, all Superior Officers and the Chief of Detectives, covered under this Agreement.

MANAGEMENT RIGHTS

Except as modified, altered, or amended by the within Agreement and subject to law, the Employer shall not be limited in the exercise of his statutory management functions. The Employer hereby retains the exclusive right to hire, direct and assign the working force; to plan, direct and control operations; to discontinue, reorganize or combine any section with any consequent reduction or other changes in the working force observing demotional rights established by Civil Service; to hire and lay off Employees in accordance with Civil Service procedures; to introduce new or improved method of facilities regardless of whether or not the same cause a reduction in the working force, and in all respects to carry out the ordinary and customary operational rules as it shall deem advisable.

EMPLOYEES' BASIC RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Employer hereby agrees that every Employee shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitution of New Jersey and of the United States.

The Employer further agrees that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reasons of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Employer, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

For the purposes of this Agreement, the term "Investigators" shall be defined as full time Employees employed on a permanent basis, and to include the plural as well as the singular.

and to include females as well as males.

EXISTING LAW

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify, existing applicable provisions of State or Federal Laws.

ASSOCIATION REPRESENTATIVES

The Employer recognized the right of the Association to designate representatives within the Department and alternates for the enforcement of this Agreement, provided that the representatives and alternates do not exceed three (3) in number and that they are Employees covered by this Agreement or their attorneys.

The Association shall furnish the Employer in writing the names of the representatives and the alternates and notify the Employer of any changes.

The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

- (a) At the request of an Investigator to investigate and participate in settling grievances in accordance with Chapter III, 3:7-3:10 of the Manual of Rules and Regulations, Investigative Staff.
- (b) To transmit such messages and information which shall originate with and are authorized by the Association or its Officers.

The designated Association representative shall be granted reasonable time with pay during working hours to participate in settling grievances, as requested, and to attend all meetings and conferences on collective negotiations with Employer officials.

There shall be no overtime or compensatory time credited under this Section.

SALARIES

(A) The base annual salaries of all Employees covered by this Agreement shall be set forth in **Appendix A**.

Any monies due to Employees as of January 1, 1988 in accordance with the Salary Schedule set forth in **Appendix A**, shall be paid as soon after the execution of the Agreement as practicable.

Salary increases as of January 1, 1989 shall be paid during the first paid period of 1989 in accordance with past practice.

(B) Each Investigator within the Step System shall advance to the next Step on his or her anniversary date of initial employment.

(C) County Investigators appointed by the Prosecutor pursuant to N.J.S.A. 2A:137-10 serve in the unclassified service of Civil Service at the pleasure of the Prosecutor and are subject to removal by him. Notwithstanding this difference in job status, and protection, County Investigators and County Detectives perform exactly the same duties in assisting the Prosecutor in the detection, apprehension, arrest and conviction of offenders against the law.

(D) Assistant Group Supervisor - In addition to their base pay an Assistant Group Supervisor shall receive One Thousand (\$1,000.00) Dollars annually.

(E) Group Supervisor - In addition to their base pay a Group Supervisor shall receive Two Thousand (\$2,000.00) Dollars annually.

OVERTIME COMPENSATION

(A) The current thirty-two and one-half (32.5) hours in a seven (7) day work week schedule cycle shall continue. Whenever an Employee covered by this Agreement works in excess of thirty-seven and one-half (37.5) hours in a paid work week, then said Employee shall be compensated at the one and one-half (1½) rate for hours worked in excess of thirty-seven and one half (37.5) hours. The Employer shall be entitled to an offset of One Thousand One Hundred Fifty (\$1,150.00) Dollars annually for paid overtime. The overtime rate of pay for an Employee shall be said Employee's annual salary (Schedule A) divided by one thousand six hundred ninety (1,690) hours times one and one-half (1.5).

(B) Overtime must be authorized by a Superior Officer.

(C) This Overtime Compensation Article is retroactive to January 1, 1988.

EDUCATIONAL INCENTIVE

The following educational increment schedule shall be in effect for the contract term 1988-1989 and shall be paid to Employees covered by this Agreement who have successfully completed degree requirements as follows:

<u>DEGREE</u>	<u>1988</u>	<u>1989</u>
(A) Associate Degree	\$300.00	\$300.00
(B) Bachelors Degree	\$400.00	\$400.00
(C) Masters Degree	\$500.00	\$500.00
(D) Doctors Degree	\$600.00	\$600.00

Educational Incentive payments shall be payable in the second pay period of January of each year and shall be included in the base salary for the period in which the payment is made for pension purposes.

LONGEVITY

(1) Payments shall be made to Employees covered by this Agreement based upon their total years of law enforcement service in accordance with N.J.S.A. 40A:9- as follows:

(A) Completing 72 Months (6 Years).....	\$200.00
(B) Completing 108 Months (9 Years).....	400.00
(C) Completing 168 Months (14 Years).....	600.00
(D) Completing 228 Months (19 Years).....	1,000.00

(2) Longevity payments shall be included in base salary beginning in the first pay period of the month following the date of hire.

VACATION

The vacation allowance shall be as set forth in this Agreement in **Appendix B**.

When in any calendar year the vacation or any part thereof is not granted by reason of Prosecutor's Office activities, they shall be granted during the next succeeding year.

Employees may receive their salary covering the period of vacation prior to commencing vacation to the extent that they have earned and accrued such vacation time and provided that at least a one (1) week vacation is to be taken and the Employee as notified his or her Department head at least thirty (30) days prior to the commencement of the vacation.

SICK LEAVE

Sick leave must be earned before it can be used. Should the Employee require none or only a portion of his earned sick leave for one (1) year, the amount not taken accumulates to his credit from year to year during his employment.

Sick leave is earned and accumulated in the following manner:

One (1) working day for each full month of service during the remaining months of the first calendar year of his employment and fifteen (15) working days (1½ per month) for each calendar year thereafter. If the Employee begins work after the fourth day of the month, he does not earn sick leave for that month.

PERSONAL LEAVE

Subject to the approval of the Employer, which approval shall not be withheld except in those cases when the Employee's absence may adversely affect the operation of his/her unit, each Employee shall have two (2) personal leave days per year. For purposes of this clause, an Employee shall not be required to advise his Superior of the reason for the personal leave day, but shall be required to notify his Superior at least twenty-four (24) in advance of such personal leave, except in cases of emergency.

MATERNITY LEAVE

The right of the Female Employees shall include but not be limited to the following provisions.

1. Female Law Enforcement Officers shall advise her Employer of her pregnancy upon her knowledge of same.
2. Female Law Enforcement Officers shall be permitted to work so long as such work is permitted by her doctor. Said doctor shall be of the Female Law Enforcement Officer's own choosing.
3. Female Law Enforcement Officers shall be limited to a maximum of six (6) months leave of absence during which time she may use any and all vacation time, sick time and compensation time, and any and all accumulated time benefits which she accrued.
4. Female Law Enforcement Officers shall have the right to apply for an additional six (6) months leave of absence, to be approved on a case-by-case basis by the Prosecutor.
5. Male Law Enforcement Officers shall be permitted to use up to ten (10) working days of accumulated sick time, compensation time, vacation time and/or any other accumulated time benefits following the birth of their child.
6. The provisions stated shall be applicable in those cases of duly certified adoption of a child under the age of three (3).

MILITARY LEAVE

Employees shall be entitled to a military leave of absence in accordance with Federal or State Law.

HOLIDAYS

The Employer has designated the following fourteen (14) days as holidays:

New Year's Day	Martin Luther King's Birthday
Lincoln's Birthday	Washington's Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	General Election Day
Veteran's Day	Thanksgiving Day
Day After Thanksgiving Day	Christmas Day

(1) Employees who are required to work on a regularly scheduled holiday shall be given a substitute day off to be selected by the Employees, subject to prior approval by the Prosecutor.

(2) If a holiday falls during an Employee's vacation, he shall be granted an additional day of vacation.

(3) Holidays falling within a period of paid absence will entitle the Employee to pay for such holidays. Periods of paid absence are: Sick Leave, Terminal Leave, Jury Duty Leave, Compensatory Time Off and Vacation Leave.

(4) Holidays falling during an unpaid leave of absence will not be credited.

(A) A Department Head may disallow holiday pay for any Employee who does not work the date before or the day following a holiday because of unauthorized sick leave.

TERMINAL LEAVE

An Employee, upon retirement (service retirement, special retirement, accidental disability retirement, ordinary disability retirement, early retirement and deferred retirement) or an Employee his service after reaching after reaching age sixty (60) who is covered by the Police and Fire Retirement System or the public Employer's Retirement System, shall be granted a terminal leave lump sum payment in accordance with Option 1 or Option 2, whichever the Employee elects:

OPTION 1 - One-Half ($\frac{1}{2}$) of the Employee's earned and unused accumulated sick leave multiplied by his daily rate of pay based upon the average annual base pay received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such lump sum payment shall exceed Sixteen Thousand (\$16,000.00) Dollars or any greater sum permitted by law.

OPTION 2 - One (1) day of pay for each full year of service within the County of Bergen.

The Employee may at his or her option elect to receive his or her terminal leave payment in a single installment at any time up to eighteen (18) months from the date of termination.

In addition, in the event of the death of an Employee, the estate of that Employee shall be eligible for terminal leave lump sum payment according to the option selected by the estate, provided that the Employee has been employed by the County for seven (7) consecutive years.

FUNERAL LEAVE

Employees shall be entitled to four (4) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or any other relative residing in the Employee's household.

INJURY

(A) Injury leave, as distinguished from sick leave, shall mean paid leave given to an Employee due to absence from duty caused by an accident, illness, or injury which occurred while the Employee was performing duties and which is covered by Workmen's Compensation Insurance.

(B) All payments which shall be made concerning the injury leave are subject to the same rules and regulations as Workmen's Compensation Insurance and shall not be made if the accident is proved to have been due to intoxication or willful misconduct on the part of the Employee. If any Employee, absent from work due to an accident, illness, or injury covered by Workmen's Compensation insurance, willfully fails to fulfill all of the conditions necessary to receive compensation benefits, the Employee shall not be entitled to payment of any injury leave benefits from the County until such conditions have been fulfilled.

(C) The payments enumerated above will be made for a period not in excess of ninety (90) working days for each, new and separate injury. After all injury leave is used, the Employee may be granted additional injury leave only upon approval of the Employer. After all injury leave is used, the Employee may elect to use any sick leave, vacation or compensatory time due at the time of the injury.

(D) Use of Injury Leave - Employees absent from duty due

to an accident, illness, or injury covered by Workmen's Compensation Insurance, who have completed three (3) months' service, will be compensated by the County at the regular base rate of pay. Eligibility will be based on the determination of the New Jersey Division of Workmen's Compensation Act.

(E) Contested Injuries - Charges may be made against sick leave accrual, if any, in any case where the County is contesting that the injury occurred on the job. In the event that the State determines in favor of the Employee, sick leave so charged shall be recredited to the Employee's sick leave accrual balance. In the event eligibility for payment is denied by the State, the Employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of injury, and to use vacation leave.

(F) Medical Proofs - In order to limit the obligation of the County for each new separate injury, the County may require the Employee to furnish medical proof or submit to medical examination by the County at its expense to determine whether a subsequent injury is a new and separate injury to an aggravation of a former injury received while in the County service.

(G) When an Employee has suffered an injury while on-duty, and is absent for five (5) days or more, it will be necessary for the Employee to submit a written certification from a physician setting forth the nature of the injury and the physician's prognosis as to the length of time before the Employee can return to duty.

1. Additional reports shall be filed from the physician every two (2) weeks thereafter indicating the current status of the Employee's anticipated return to duty.
2. In the absence of such certification, the Employee shall be removed from injury leave.

PERSONNEL FILES

A separate personnel history file shall be established and maintained for each Employee covered by this Agreement; personnel history files are confidential records and shall be maintained in the office of the Bergen County Prosecutor or his designated representative. All personnel history files will be carefully maintained and permanently safeguarded, and nothing placed in any file shall be removed therefrom.

Any member of the Bergen County Narcotic Task Force may by appointment review his/her personnel file, but this appointment for review must be made through the Prosecutor or his designated representative.

Whenever a written complaint concerning an Employee covered by this Agreement or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

Formal disciplinary charges brought pursuant to the Rules and Regulations Manual of the Prosecutor's Office, Investigative Staff, the Employee's memorandum in response thereto, and the record of final disposition shall be entered into any Employee's personnel file in accordance with the provisions of the Rules and Regulations Manual of the Prosecutor's Office, Investigative Staff.

MEDICAL AND DENTAL INSURANCE

The Employer will provide and pay for Blue Cross, Blue Shield, Rider J, and Major Medical Insurance for Employees covered by this Agreement and their families. The Employer will also make available to Employees covered by this Agreement, the existing County Dental Plan, which is based on half the premium being paid by the County and half by the Employee, or any other Dental Plan which becomes available during the Agreement.

LIABILITY INSURANCE

The Employer will provide insurance coverage to Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties, including but not limited to the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy and the invasion of civil rights.

BULLETIN BOARD

The Employer will supply one bulletin board for the use of the Association, to be placed in a conspicuous location.

The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.

No matter may be posted without receiving permission of the officially designated Association representative.

GRIEVANCE PROCEDURE

1. DISCIPLINARY ACTION

A. Except as modified in Subparagraph (B) hereinafter, the procedures for the conduct of disciplinary proceedings involving members of the Association are set forth in Chapter III, Section 3:7 through 3:10 of the Rules and Regulations Manual of the Bergen County Prosecutor's Office Investigative Staff.

B. In any disciplinary matter in which an Employee in the classified service may be suspended by the Prosecutor for a period of more than five (5) days at one time, or receives a suspension or fine more than three (3) times, or for an aggregate of more than fifteen (15) days, in one calendar year, or may be demoted or removed from his or her position, he or she shall be issued a Preliminary Notice of Disciplinary Action. Thereafter the procedures set forth in the Rules and Regulations of the Department of Personnel of the State of New Jersey shall be applicable, including those procedures governing appeals to the Department of Personnel by an Employee in the classified service.

2. NON-DISCIPLINARY GRIEVANCES

A grievance involving a claim violation, misrepresentation or misapplication of the terms of this Agreement, or a grievance relating to working conditions or other matters which are not claimed violations, misinterpretations or misapplications of the terms of

this Agreement, shall be handled in the manner set forth in Chapter III, Section 3:11 of the Rules and Regulations Manual of the Prosecutor's Office Investigative Staff. No change in such procedure shall be implemented without prior notice to, and negotiation with, the Association.

If a decision of the Prosecutor with respect to a grievance which involved a claimed violation, misinterpretation or misapplication of the terms of this Agreement is unsatisfactory to the Employee or the Association, the Employee or the Association shall have the right to subject such grievance to an Arbitrator appointed by the parties from the arbitration panel maintained by the Public Employment Relations Commission of the State of New Jersey. The Employee or the Association must deliver a notice of appeal to the Prosecutor within ten (10) days of the receipt by the Employee and the Association of the Prosecutor's decision. The Arbitrator shall have full power to hear the grievance and make a final decision, which decision shall neither modify, add to or subtract from the terms of this Agreement. The decision shall be rendered within thirty (30) days after completion of the hearing and shall be binding on both parties. ~~The cost of the Arbitrator and his expenses~~ shall be borne equally by both parties, unless otherwise provided by law.

3. REPRESENTATION BY THE ASSOCIATION

The Association shall have the right to represent any

Employee requesting representation, but individual Employees shall have the right to elect to represent themselves.

CLOTHING ALLOWANCE

During 1988 all Narcotics Officers shall be entitled to an annual clothing allowance of Three Hundred (\$300.00) Dollars. For 1989 the annual clothing allowance shall be Four Hundred (\$400.00) Dollars. Payment of said allowances shall be made during the first pay period of the month of December.

SAVINGS CLAUSE

It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be invalidated by statute, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

If any such provisions are so invalidated by statute, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable laws.

AGENCY SHOP

In accordance with c. 447 of the laws of 1979 (N.J.S.A. 34:13A-5.5), effective January 1, 1982, the Employer agrees to commence withholding, from the salaries of those Employees who are covered by this Agreement in the titles of Investigators I and who have not executed authorizations permitting the Employer or County to withhold the full amount of Union dues from their salaries, a representative fee equal to eighty-five (85%) percent of the uniform annual dues charged by the Association to its members. The Employer or the County shall forward the amount so deducted to the Association in the same manner as it presently forwards the Union dues of those Employees who are members. The Association represents that it has established a demand and return system and that it is in compliance with all requirements imposed pursuant to c. 447 of the laws of 1979, and the County's obligation pursuant to this Paragraph is contingent upon the Association's continued compliance therewith.

The Association will defend, indemnify and save the County and Employer harmless against any and all claims, demands, suits, or other form of liability which may arise out of or by reason of action taken by the County Employer pursuant to the provisions of this Section of the Agreement.

In the event that Employees hired after the effective date of this Agreement or Employees who become permanent in the job titles covered by this Agreement after the effective date hereof, do not

within thirty (30) days after such date of hire or after attaining such permanent status execute written authorizations for withholding of Union dues of the Association, then the provisions of the first Paragraph of this Section regarding Fair Share Payments, shall be and become effective.

NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees herein are entitled by law.

CHANGES, SUPPLEMENTS OR ALTERATIONS

In the event that any other recognized bargaining agent representing Employees of the County of Bergen receives any new or improved health benefits not covered by this Agreement, the Employees covered shall be immediately entitled to the same benefits. Other bargaining agents or unions include but are not limited to: New Jersey Labor Union, Local No. 1; Bergen County Police; Sheriff's Department and Investigators; Bergen Pines Hospital; Bergen County Road Department; et al.

TERM AND RENEWAL

This Agreement shall be in force from January 1, 1988 through December 31, 1989. All provisions shall remain in full force and effect until a new contract is executed. All terms of this Agreement, except as hereinafter provided, shall be effective January 1, 1988.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 9TH day of JUNE, 1989.

ATTEST:

Suzanne Nobile

BERGEN COUNTY PROSECUTOR

[Signature]

ATTEST:

Suzanne Nobile

INVESTIGATORS, BERGEN COUNTY
NARCOTIC TASK FORCE, PBA
LOCAL NO. 289

Frank A. White - Pres

James M. Flynn

APPENDIX B

VACATION

(1) Vacations shall be scheduled in a uniform manner in accordance with seniority, where practicable, subject only to the requirements of the Department.

(2) The vacation period shall commence January 1 and continue until December 31 of each year. The vacation allowance shall be as follows:

- (A) Employees shall earn one (1) day per month in the first year of employment for the first eleven (11) months and four (4) days eligibility in the twelfth month, provided the initial date of hire commences on or before the fourth calendar day of the month.
- (B) From the beginning of the second year, to and including the fifth year, Employees shall earn vacation at the rate of one and one-fourth ($1\frac{1}{4}$) days per month [fifteen (15) days per year].
- (C) From the beginning of the sixth year and thereafter, Employees shall earn vacation at the rate of one and two-thirds ($1\frac{2}{3}$) days per month [twenty (20) days per year].
- (D) Vacation must be accumulated as set forth in the Civil Service Act.

APPENDIX A

SALARY SCHEDULE

<u>Step</u>	<u>Effective 01/01/88</u>	<u>Effective 07/01/88</u>	<u>Effective 01/01/89</u>	<u>Effective 07/01/89</u>
1	\$21,167.	\$22,184.	\$23,201.	\$24,218.
2	23,583.	24,716.	25,849.	26,983.
3	26,419.	27,689.	28,958.	30,228.
4	28,363.	29,726.	31,088.	32,451.
5	32,039.	33,579.	35,118.	36,658.
6	36,031.	37,763.	39,494.	41,225.

P.B.A. Local 289 Negotiations 7% Across the Board

STEP	1989	1990	1991	1992
1	\$24,218.00	\$25,913.26	\$27,727.19	\$29,668.09
2	\$26,983.00	\$28,871.81	\$30,892.84	\$33,055.34
3	\$30,288.00	\$32,408.16	\$34,676.73	\$37,104.10
4	\$32,451.00	\$34,722.57	\$37,153.15	\$39,753.87
5	\$36,658.00	\$39,224.06	\$41,969.74	\$44,907.63
6	\$41,425.00	\$44,324.75	\$47,427.48	\$50,747.41

P.B.A. Local 289 Negotiations 2x9

STEP	1989	1990	1991	1992
1	\$24,218.00	\$24,702.36	\$25,196.41	\$25,700.34
2	\$26,983.00	\$27,522.66	\$28,073.11	\$28,634.58
3	\$30,288.00	\$30,893.76	\$31,511.64	\$32,141.87
4	\$32,451.00	\$33,100.02	\$33,762.02	\$34,437.26
5	\$36,658.00	\$37,391.16	\$38,138.98	\$38,901.76
6	\$41,425.00	\$45,153.25	\$49,217.04	\$53,646.58