

Contract no. 1331

T

A G R E E M E N T

Between

BERGEN COUNTY UTILITIES AUTHORITY

and

BERGEN COUNTY UTILITIES AUTHORITY SUPERVISORS ASSOCIATION

January 1, 1990 through December 31, 1991

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PREAMBLE

This Agreement is entered into this _____ day of _____ 1990, by and between the BERGEN COUNTY UTILITIES AUTHORITY, hereinafter called the "Authority" and the BERGEN COUNTY UTILITIES AUTHORITY SUPERVISORS ASSOCIATION, hereinafter called the "Association", in the County of Bergen in the State of New Jersey.

ARTICLE I

RECOGNITION

A. The Bergen County Utilities Authority hereby recognizes the BERGEN COUNTY UTILITIES AUTHORITY SUPERVISORS ASSOCIATION as the exclusive collective negotiating unit for all regularly employed persons in job titles covered by the Certification of Public Employment Relations Commission [Docket No. RO-88-76, dated December 10, 1987]. Said job titles shall include: Assistant chief sewerage plant operator, supervising lab technician, water analysis; supervising mechanic; maintenance supervisor; chief sewerage plant operator; supervisor, sewer meter repair; data processing programmer-systems analyst; supervisor, electronic repairs; supervisor, sewer maintenance; Coordinator of Maintenance Services; Supervisor of Electronics Repair/Supervising Electrician; Supervising Sewage Plant Operator; Supervising Pumping Station Operator; and Supervising Sewage Plant Repairer. Said job titles shall exclude: Confidential employees, managerial executives, non-supervisory employees, and craft employees.

B. Titles defined shall include the plural as well as the singular and include males as well as females.

[Handwritten Signature]
OK (E.A.) 5/23/91

ARTICLE II

GRIEVANCE PROCEDURE

A. Purpose

1) The purpose of this procedure is to provide an equitable method of resolving questions or problems arising from the terms and conditions of this Agreement.

2) Nothing contained herein shall be construed as limiting the right of any Member of the bargaining unit to discuss any matter informally with an appropriate Superior in order to resolve any issue.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of any provisions of this Agreement and may be raised by an individual or by the Association for an individual or group of individuals. This Grievance Procedure shall cover disciplinary matters where the penalty imposed is any suspension of five (5) or less days or any equivalent fine or any lesser penalty.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One

- (a) An aggrieved Employee shall, by written request to the Department Head, institute action under these provisions within ten (10) days of the occurrence of the grievance or knowledge of the incident constituting the grievance. An earnest effort shall be made to settle the differences between the aggrieved Employee and the Department Head or his designee. Failure to act within said ten (10) days shall be deemed to constitute abandonment of the grievance.
- (b) The Department Head or his designee, shall render a written decision within ten (10) days after receipt of the grievance.

Step Two

The aggrieved Employee may appeal the decision of the Department Head or his designee, in writing to the Chief of Personnel or a delegated representative within five (5) days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Chief of Personnel or delegated representative shall give the Association the opportunity to be heard and will give a decision in writing within ten (10) days of such meeting.

Step Three - Arbitration

- (a) If the grievance is not settled through Steps One and Two, either party may refer the matter to the Public Employment Relations Commission within ten (10)

days after the determination by the Chief of Personnel. An Arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.

(b) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be binding on the parties.

(c) The costs for the services of the Arbitrator shall be borne equally between the Authority and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the incurring party.

(d) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

(e) The use of the word "day(s)" shall be deemed to mean calendar days.

ARTICLE III

HOURS AND OVERTIME

A. The current work schedule shall be maintained. Work in excess of the Employee's normal scheduled work or work on scheduled time off shall be designated as overtime.

B. Overtime pay will continue for rotating shift assigned workers at the rate of time and one-half (1½). For all others in the bargaining unit, overtime, in the form of compensatory time off, will be earned at a rate of time and a half (1½) if the overtime has been pre-approved.

C. The use of compensatory time off must be pre-approved in writing by the individual's immediate Superior. Reasonable advance notice is required and authorization will not be unreasonably withheld.

D. Whenever a shift assigned worker covered by this Contract is required to work on his/her second day of relief for overtime, the overtime rate in such circumstance shall be double time (effective 7/1/90).

ARTICLE IV

BEREAVEMENT LEAVE

A. Every full time Employee who has completed the initial probation period, upon the death of a member of the immediate family shall be granted upon request four (4) working days leave with pay to attend or make arrangements for the funeral. Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchildren, great grandchildren, grandparents and great grandparents or any other relative residing in the Employee's household. Additional leave with pay will be given to the Employee based upon his or her unused sick leave.

B. Bereavement leave will not be deducted from sick leave.

C. In the event of more than one (1) death in a family per year, additional bereavement leave will be granted.

D. An Employee must produce proof of death and relationship to obtain the benefits under this Article.

ARTICLE V

LEAVE OF ABSENCE

A. All Employees covered by this Agreement may be granted a leave of absence by the Bergen County Utilities Authority consistent with Civil Service Law.

B. At the expiration of such leave, the Employee shall, insofar as possible and practicable, be returned to the position from which he is on leave.

C. Seniority shall be retained but shall not accumulate during such leaves pursuant to Civil Service Law.

ARTICLE VI

MEDICAL AND HOSPITALIZATION INSURANCE

A. The Bergen County Utilities Authority shall continue to provide all Employees and members of their immediate family covered under the present coverage with like or similar hospitalization and other insurance, as is now provided. In the event that the insurance carrier for the Bergen County Utilities Authority shall refuse to carry or continue said insurance coverage, then, in that event, the Bergen County Utilities Authority shall immediately apply to a new insurance company for the identical insurance as is now provided, provided that there shall be no interruption of insurance coverage afforded. In the event that there is any insurance interruption on coverage, then the Bergen County Utilities Authority shall be responsible for the period during said interruption and shall pay all medical bills incurred, as would have been paid had the policy remained in effect.

B. The Bergen County Utilities Authority shall provide a Dental Benefits Insurance Program sponsored by the New Jersey Dental Plan, Inc. (DELTA). The entire premium shall be paid by the Bergen County Utilities Authority, it being understood and agreed that no Employee shall be obliged to participate in the said program.

C. The Bergen County Utilities Authority shall provide a prescription drug plan for all Employees covered by the contract and

their families. This plan shall provide for a One (\$1.00) Dollar co-payment provision.

D. The Employer agrees to provide the Employees with a vision care program.

E. The level of benefits agreed upon under this section shall not in any way be reduced or modified to provide less benefit coverage than that agreed to by the parties during the course of negotiations for this Agreement.

F. The Employer shall have the right to change its carriers or initiate a self insurance program so long as reasonable notice is given to the Association and coverage is not diminished.

G. The employer agrees to an upgrade of the Disability Plan commencing January 1, 1991 and to a review of health benefits programs with the goal of improvement of benefits.

ARTICLE VII

PERSONNEL FILES

A. A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Personnel.

B. Upon advance notice and at reasonable times, any member of the Bergen County Utilities Authority Supervisors Association may review his personnel file through appointment with the Chief of Personnel or his designee.

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

D. Personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the Association shall subject that member to appropriate disciplinary action.

ARTICLE VIII

LONGEVITY

A. Employees shall receive, in addition to their regular pay, Longevity Pay as set forth below:

1) Upon completion of five (5) years of employment with the Authority, one (1%) percent of his or her regular rate of pay.

2) Upon completion of ten (10) years of employment, two (2%) percent of the regular rate of pay.

3) Upon completion of fifteen (15) years of employment, three (3%) percent of the regular rate of pay.

4) Upon completion of twenty (20) years of employment, four (4%) percent of the regular rate of pay.

5) Upon completion of twenty-five (25) years of employment, five (5%) percent of the regular rate of pay.

B. In no event should an Employee receive more than five (5%) percent longevity pay. Longevity is to be calculated in regular pensionable income pay rather than premium pay. Longevity is to be calculated for overtime. Longevity payments are to be made in regular weekly pay. Accrual dates for longevity are referenced by dates of increase in salary and by dates of achieving a longevity anniversary plateau.

ARTICLE IX

RETIREMENT BENEFITS

A. In accordance with the provisions of Chapter III, Public Laws of 1973, premiums for benefits in the State Health Benefits program shall be paid by the Bergen County Utilities Authority for those Employees in the unit who retire, pursuant to the definitions of the Public Employee Retirement Statutes and case law."

B. The retired Employee and his/her spouse shall receive full benefits as enjoyed by current Association members, including all upgradings to benefit packages which might take place, until the death of the retired Employee. After the death of the retired Employee, the spouse has the option to purchase continued coverage pursuant to law.

ARTICLE X

EDUCATIONAL INCENTIVE

The Educational Incentive Program shall be as set forth below:

A. It is the policy of the Bergen County Utilities Authority to reimburse Employees for the cost of tuition at accredited educational institutions for successfully completed courses that are demonstrably and directly related to the Employee's current title and work assignment.

B. Approval for such attendance and reimbursement requires prior consent from the Chief Engineer and the Director of Personnel. No reimbursement shall be made unless the Employee provides proof of payment to the institution and proof of successful completion of the course.

C. The judgment of the Chief Engineer and the Director of Personnel will be final in evaluating the merits of the course to the Authority.

ARTICLE XI

SICK TIME

A. All full time Employees covered by this Agreement who are temporarily unable to work by reason of sickness or injury shall be granted sick leave with pay as provided herein.

B. An Employee absent on sick leave shall submit a doctor's certificate or other acceptable medical evidence substantiating the illness if the same is required by the Authority. The Authority reserves the right not to pay the Employee if such evidence is insufficient.

C. During the first calendar year of employment beginning with the date of hire an Employee will be granted one (1) day of sick leave for each full calendar month of employment.

D. In each subsequent year of employment, the Employee will be granted fifteen (15) days sick leave during the calendar year.

E. Unused sick leave may accumulate for possible future use in cases of prolonged illness. After the first calendar year of service, the total number of sick days for the current calendar year are available for use commencing with the first day of the calendar year. However, Employees accumulate sick days at the rate of one and one quarter (1 $\frac{1}{4}$) days per full calendar month of service. Employees are liable for sick days used but not earned prior to use as in

N.J.A.C. 4:3-17.8.

F. In the case of prolonged illness of an Employee beyond his or her accumulated sick leave, the Authority, at its discretion, may continue its payments to the New Jersey Blue Shield extended sickness benefit plan and Major Medical Plan to a maximum of one (1) year from the date the accumulated sick leave was exhausted. The Association may request the payments be continued.

G. After a prolonged illness, beyond ten (10) days, statements from the Employee's doctor may be required, indicating the Employee's ability to safely return to his or her former position. The Employee may be required to undergo a physical examination by an Authority appointed physician.

H. In the event of the death or retirement of an Employee while employed by the Authority, the Employee or his or her estate will be paid for all unused accumulated sick days. The Authority will pay to the retiree and/or heirs of law of the deceased Employee, a lump sum payment due for each unused, accumulated sick day.

ARTICLE XII

HOLIDAYS

A. The holidays set forth below will be observed by the Authority. Each full time Employee covered by this Agreement shall receive his or her regular day's pay, eight (8) hours at straight time, without working on the following days:

| | |
|--------------------|------------------------|
| New Year's Day | Memorial Day |
| Martin Luther King | Independence Day |
| Lincoln's Birthday | Labor Day |
| President's Day | Columbus Day |
| Good Friday | Election Day |
| Veterans Day | Thanksgiving Day |
| Christmas Day | Day After Thanksgiving |

B. Each Employee will be entitled to an additional day designated as a personal day. To be eligible for the personal day, the Employee must request the day from his or her supervisor at least forty-eight (48) hours in advance. Approval will not be unreasonably withheld. Additionally, the Employee must have three (3) months seniority. The personal day must be taken during the calendar year.

C. Holidays which fall on a Saturday or Sunday will be observed on the preceding Friday or following Monday respectively as mutually agreed by the parties or as established by the State or Federal Government.

D. An Employee required to work on a holiday shall be paid at the rate of time and one-half (1½) regular pay plus the regular rate of pay for the hours worked with a guarantee of three (3) hours of work.

E. If an Employee is not required to work on a holiday, he or she will be paid as set forth in Paragraph A above. Such hours shall be considered as time worked for the purpose of calculating overtime pay. If the holiday falls on an Employee's normal day off, he or she shall be given another day off at the convenience of the Authority or paid at the rate of one and one-half (1½) times his or her normal hourly rate as may be chosen by the Employee and approved by the Authority. The Authority will not unreasonably withhold approval.

F. It is expressly agreed that the Authority may require any Employee to work a holiday.

ARTICLE XIII

VACATION

A. Employees earn vacation leave in the following manner:

1) One working day of vacation for the first calendar month of service, providing the hiring date is within the first four (4) calendar days of the month.

2) One working day of vacation for the second through the eleventh calendar month during the first calendar year of employment.

3) Four (4) working days of vacation for the twelfth complete calendar month of service during the first calendar year of service.

4) Fifteen (15) working days vacation in each succeeding calendar year prior to the completion of five (5) years [sixty (60) months] continuous service.

5) Twenty (20) working days vacation in each calendar year of service starting with the beginning of the calendar year in which five (5) years [sixty (60) months] service are completed.

B. During the first calendar year of service, complete vacation allowance for the calendar year is available for use after six (6) months of service. In the second and succeeding calendar years of service, vacation allowance are available for use at the

beginning of the calendar year.

C. Though calendar year vacation allowances are available as above described, complete vacation allowances have not been earned until the end of the calendar year. Employees are liable for vacation days used but not earned.

D. Vacation earning rates are:

1) As described above in the first calendar year of employment.

2) Fifteen (15) days per year - one and one quarter (1 $\frac{1}{4}$) workdays per full calendar month of employment.

3) Twenty (20) per year - one and two-thirds (1- $\frac{2}{3}$) working days per full calendar month of employment.

E. Vacation leave is taken during the calendar year in which it is earned except as follows: Earned vacation leave for one (1) calendar year may be carried over and used during the following calendar year only. The Employee will not be allowed to receive pay in place of taking his earned vacation leave.

F. The Authority shall have the right to fix a vacation schedule and the date on which an Employee is to be granted vacation. Subject to its needs, the Authority will endeavor to arrange said schedule in accordance with the convenience of the Employee. Splitting of vacation time will be allowed subject to the needs of the Authority. Seniority will be considered in arranging the vacation schedule.

G. Should an authorized holiday be observed on a working

day within an Employee's vacation period, the Employee shall be entitled to an additional day's vacation.

H. Terminated Employees shall be paid for the vacation due him or her to a maximum of two (2) years of unused vacation allowance, or to his or her estate in the event of the death of an Employee.

I. Employees will be notified of their vacation time, which may be reported on in hourly totals.

J. Note that the definitions are:

| | |
|----------------|--------------------------------------------------------------------------------------------------------------------------|
| Calendar Year | - January 1 through December 31. |
| Year | - Period of twelve (12) months. |
| Calendar Month | - First through last day of January, February, etc. |
| Working Day | - One day equal to the number of hours regularly worked by an Employee. All Employees do not work an eight (8) hour day. |
| Month | - First through last day of each month. |

ARTICLE XIV

WAGE RATES

A. Wage rates for Employees covered by this Agreement shall be as set forth in Appendix A.

B. Effective July 1, 1989 each Employee covered by this Agreement shall annually advance to the next Salary Guide Step and said Employee shall advance on each successive July 1 thereafter on the Salary Guide until the highest pay step in the grade is reached.

C. All rates of pay shall be effective as of the start of this contract term. There shall be full retroactivity of pay increase back to this effective date.

ARTICLE XV

PRESERVATION OF STANDARDS

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations, and conditions of employment applicable to any Employee pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE XVI

WORK INCURRED INJURY

A. Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Bergen County Utilities Authority shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Bergen County Utilities Authority.

B. The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Director, may reasonably require the said Employee to present such certificates from time to time.

C. In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Bergen County Utilities Authority or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing Court

shall be binding upon the parties.

D. For the purposes of this Article, injury or illness incurred while the Employee is attending a Bergen County Utilities Authority sanctioned training program, shall be considered in the line of duty.

E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing Court.

ARTICLE XVII

MATERNITY LEAVE

Female employees shall advise the Employer of a pregnancy. The rights of a female employee shall include but not be limited to the following provisions:

1. The female employee shall be permitted to work her normal duties so long as such work is permitted by a doctor's note. The doctor shall be a physician of the female employee's own choosing.
2. In addition to the other provisions of this Article, the female employee may request that she be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the period of her pregnancy and the period following childbirth.
3. In addition an employee with one (1) year or more of service shall be granted, on thirty (30) days notice, maternity leave without pay, for up to twelve (12) months duration and shall be returned to work without loss of seniority or benefits.

4. During a leave under this Article, the employee shall continue to receive all health benefits as if she were an active employee.
5. Upon the expiration of leave pursuant to this Article, the employee shall be restored to the position and title held when leave commenced, or to an equivalent position and title.

ARTICLE XVIII

AGENCY SHOP AND DUES CHECK-OFF

A. Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new permanent Employee who does not join within thirty (30) days of initial employment within the unit or any Employee who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Association membership dues, fees and assessments as certified to the Employer by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and the Employer.

B. The Association agrees that it will indemnify and save harmless the Bergen County Utilities Authority against any and all actions, claims, demands, losses or expenses [including reasonable

'attorneys' fees] in any matter resulting from action taken by the Bergen County Utilities Authority at the request of the Association under this Article.

C. If any new Employee is hired into one of the job titles covered by this Agreement or in the event that a present Employee of the Bergen County Utilities Authority is promoted into or placed into the bargaining unit covered job titles then said personnel change shall be immediately transmitted to the Association in writing. The Employer shall certify to the Association not less than every ninety (90) days the accurate Employee list of bargaining unit job titles as well as any other information which the employee organization may require to bargain collectively.

ARTICLE XIX

SEPARABILITY AND SAVINGS

A. It is understood and agreed that if any portion of the Agreement or the application of this Agreement to any person or circumstance shall be declared invalid by PERC, a Court of competent jurisdiction or Civil Service, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

B. If any such provision(s) are declared invalid, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XX

NO WAIVER

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

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

ARTICLE XXI

MANAGEMENT RIGHTS

Nothing in this Agreement shall interfere with the right of the Authority in accordance with and subjected to applicable law, rules and regulations to:

A. Carry out the statutory mandate and goals assigned to a Utilities Authority utilizing personnel, methods and means in the most appropriate and efficient manner possible.

B. Manage Employees of the Authority, to hire, promote, transfer, assign or retain Employees in positions with the Authority and in that regard establish work rules.

C. Suspend, demote, discharge or take other appropriate disciplinary action against an Employee for reasonable cause, or to lay-off Employees in the event of lack of funds subject to New Jersey Civil Service (Department of Personnel) Statutes and Rules.

ARTICLE XXII

TERM AND RENEWAL

A. This Agreement shall have a term from January 1, 1990, through December 31, 1991. If the parties have not executed a successor agreement by December 31, 1991, then this Agreement shall continue in full force and effect until a successor agreement is executed.

B. Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, or caused this Agreement to be signed by their duly authorized officers or representatives on the day and year first set forth above.

ATTEST:

Maryanne Lamber

BERGEN COUNTY UTILITIES AUTHORITY

Vernon R. Carl

ATTEST:

BERGEN COUNTY UTILITIES AUTHORITY
SUPERVISORS ASSOCIATION

Eric J. Abrahamson 4-22-91

Walter E Paul 4/22/91

APPENDIX A

WAGE RATES

GROUP A

| | <u>Effective</u> <u>01/01/90</u> | <u>Effective</u> <u>01/01/91</u> |
|------------------|-------------------------------------|-------------------------------------|
| STEP 1 | \$43,871 | \$47,161 |
| STEP 2 | 45,580 | 48,999 |
| STEP 3 | 47,289 | 50,836 |
| STEP 4 | 48,999 | 52,674 |
| STEP 5 (Maximum) | 50,708 | 54,511 |

GROUP B

| | <u>Effective</u> <u>01/01/90</u> | <u>Effective</u> <u>01/01/91</u> |
|------------------|-------------------------------------|-------------------------------------|
| STEP 1 | \$44,441 | \$47,774 |
| STEP 2 | 47,720 | 50,224 |
| STEP 3 | 48,999 | 52,674 |
| STEP 4 | 51,278 | 55,124 |
| STEP 5 (Maximum) | 53,557 | 57,574 |

Retroactive payments for the year 1990 shall be made as soon as possible.

