6-30-14

= LABOR AGREEMENT= LOCAL NO. 1306

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

aka
JACKSON FIRE FIGHTERS ASSOCIATION, AFL CIO

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

char City

= INDEX=

PREAMBLE

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= AGREEMENT =

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE I

PURPOSE

The parties hereto have entered into this Agreement pursuant to the authority of the Public Acts of 1965, as amended, to incorporate understandings reached into a written Agreement.

ARTICLE II

COVERAGE

This Agreement shall be applicable as to all employees of the Fire Department of the City, except the Chief thereof (and, except civilian employees).

ARTICLE III

RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative of said employees of the Fire Department.

ARTICLE IV

AGENCY SHOP

Section 1. All employees covered by this Agreement who voluntarily are or who voluntarily become members of the Union in good standing, following the date of signing of this Agreement, or at the beginning of their employment, shall, as a condition of their employment, remain members of the Union in good standing during the term of this Agreement, or shall pay Union dues in accordance with the provisions of Section 2 hereof.

Section 2. Any employee covered by this Agreement who is not, or does not become a Union member, shall be required, within Thirty (30) Days from the effective date hereof, or in the case of a new employee, within Thirty (30) Days from the date of his employment, as a condition of employment, to have an amount equal to the Union monthly dues, not including any initiation fees, deducted from his wages in the same manner as checkoff Union dues.

Section 3. Upon receipt of a written authorization from any employee covered by this Agreement, the City will, every second pay period of the month, deduct from the employee's pay, the amount owed to the Union by such employee for Union membership dues.

Section 4. The Union agrees to furnish to the City written authorizations, in suitable legal form, for such pay deductions from its members and to present such forms forthwith to all employees covered by this Agreement who are non-members for signature. In the event the Union, after a good faith effort, fails to procure the signature of such non-members, it shall notify the City forthwith.

Section 5. The Union will indemnify, defend and hold the City harmless against any claims made, liability incurred, and any suit instituted against the City on account of any checkoff of Union dues and against any liability of any kind whatsoever arising to the City from the provisions of this Article.

Section 6. The Union agrees to refund to the City any amounts paid to it in error, on account of the provisions of this Article upon presentation of proper evidence thereof.

ARTICLE V

UNION ACTIVITIES

Section 1. General

Employees and their Union representatives shall have the right to join the Union, to engage in lawful activities for the purposes of collective negotiations or bargaining or other mutual aid and protection, to express or communicate any view, grievance, or complaint in accordance with the procedures set forth in this Agreement, related to the conditions or compensation of their employment, all free from any and all restraint, coercion, discrimination or reprisal.

Section 2. Released Time

Officers and other representatives of the Union shall be afforded reasonable time during regular working hours without loss of pay for Union purposes, with the approval of the Fire Chief, including negotiations with the City, and settlement of grievances, arising under this contract. Union delegate members, not to exceed two in number, shall be afforded time off without loss of pay to attend the Michigan State Fire Fighters Convention held every two years, and the same shall apply to Union delegates attending the International Association of Fire Fighters Convention, held every two years.

Section 3. Bulletin Boards

The Union shall be provided suitable bulletin board space at each fire station or ladder house, for the posting of Union notices of the following type:

- 1. Notices of recreational and social events of the Union;
- 2. Notices of Union election;
- 3. Notices of results of Union elections; and
- 4. Notices of meetings of the Union.
- 5. Also, such other notices as receive the prior approval of the Fire Chief.

Such space shall be identified with the name of the Union and the Union will designate persons responsible therefor and forthwith inform the City of the names of such persons.

Section 4. Meetings

The Union may schedule a meeting in an emergency on Fire Department property insofar as such meeting is not disruptive of the duties of the employees or the efficient operation of the Department and provided the prior approval of the Chief of the Fire Department and the City Manager is first obtained.

ARTICLE VI

WAGES

Section 1. Rates of Pay

The Wage Schedule shall be that set forth in the City Classification/Compensation Ordinance, except that the same shall be amended to provide a salary increase of 1.4 Percent, together with the 4.1 Cost of Living Increase already being paid, effective July 1, 1972, making a total increase of 5.5 Percent over the Salary Schedules in effect immediately prior to said date. A copy of said Pay Schedule for the employees covered by this Agreement is attached hereto as APPENDIX B, and made a part hereof.

Section 2. Holiday Pay.

All employees covered by this Agreement shall receive holiday pay in accordance with the provisions of the City Classification and Compensation Ordinance being Section 1. 283, Chapter 8, Title I, of the Code of the City of Jackson.

Section 3. Cost of Living Adjustments

The City will pay Cost of Living as provided in the City Classification Ordinance, being Section 1, 265, through 1, 269, Chapter 8, Title I, of the Code of the City of Jackson.

Section 4. OVERTIME PAY

- 1) Employees covered by this Agreement shall be paid overtime pay in accordance with the provisions of Section 1.279, Chapter 8, Title I, of the Code of the City of Jackson. For purposes of this Agreement, the employee's regular hourly rate shall be deemed to be the annual salary for such employee, divided by Two Thousand Eighty (2,080) Hours.
- 2) Call Back Pay. Except for scheduled overtime, when an employee is called back to work at any time other than his regular or designated shift, he shall be given not less than Four (4) Hours work at one and one-half times his regular rate. Provided, however, that all other work in addition to the first Four (4) Hours, shall be paid at such regular rate except to the extent that the same may entitle the employee to overtime pay as provided for in Subsection (1). Provided further, that the call-in pay provided for in this Subsection shall not be allowed in any case in which the employee is required to report for work earlier than his regular scheduled starting time if he then works continuously through a regular work shift, but under such circumstances shall be governed by the provisions of Subsection (1). Further, no call back pay will be paid more than once during any twelve (12) hour period. For purposes of computation of call back pay, as such, the employee's hourly rate will be computed

by dividing his annual salary by two thousand eighty (2,080) hours.

ARTICLE VII

HOURS OF EMPLOYMENT

Section 1. Work Week

The work week of employees in the fire fighting division shall be fifty-six (56) hours per week, as presently established and for other fire department employees, who normally work a forty (40) hour week, their hours shall continue to be eight (8) hours per day, five (5) days per week; provided, however, that discussions will be held between the Union and the City regarding the possibility of a shorter work week, said discussions to be held prior to July 1, 1973.

Section 2. Trading of Days.

Subject to department manpower requirements, employees shall be permitted to voluntarily trade work or leave days, with the approval of the Chief of the Fire Department.

Section 3. Short Time

Employees shall be permitted to voluntarily trade short time periods during the work or leave day, with the approval of the Chief of the Fire Department.

ARTICLE VIII

VACATIONS

Section 1. Eligibility and Amount

Employees shall receive vacations as provided in the City Classification and Compensation Plan, being Section 1.284.

Section 2. Designation of Vacation Period

Employees shall be afforded a reasonable time to designate their preferred vacation period, such selection to be made prior to the commencement of the vacation period. Schedule shall be based upon department seniority, subject to the needs of the Department.

ARTICLE IX

SICK LEAVE

Employees shall receive sick leave with pay in accordance with the provisions of the Classification and Compensation Ordinance, Section 1.285, Chapter 8, Title I, of the Code of the City of Jackson, except that the City agrees to amend the same to provide that the employee shall be entitled to one (1) day of funeral leave with pay or attendance at funerals designated in the Ordinance without charging said one (1) day against Sick Leave or Vacation Day. Funeral leave in excess of one (1) day shall continue to be charged against Sick Leave or Vacation.

ARTICLE X

HOSPITALIZATION / LIFE INSURANCE

Section 1. The Employer will provide and pay the cost of a Medical, Surgical and Hospitalization Plan for all regular full time employees, including their spouses and dependent children under nineteen (19) years of age in all cases where full family coverage is not provided and paid for by the spouse's employer, provided, however, that in the event of disability of an employee with resulting incapacity to work, the City will continue to pay the premiums on said insurance and on the insurance provided for in Subsection (3) of this Contract, only for the period of time equal to such employee's accrued sick leave or for a period of six (6) months of disability, whichever is the greater.

Section 2. This Union shall become a separate Blue Cross/Blue Shield Group with BC MVF II, as soon as possible following the execution of this Contract. In addition thereto, effective July 1, 1973, the City will pay the sum of \$6.00 per month per employee toward any rider which the Union may select as a Body to provide added benefits under said insurance. The Union may supplement any such program that they choose by payment of the difference between the City's contribution and the cost of the rider, but such acquisition of additional coverage must receive 100% Union participation.

Section 3. Life Insurance

The City will provide for the payment of a Five Thousand (\$5,000.00) Dollar accidental death benefit for any employee killed in the performance of his duties. In addition thereto, the City will provide a Fifty Thousand (\$50,000.00) Dollar declining term life insurance policy to replace the existing policy provided for in the first sentence of Article X, Section 2 of the preceding Contract. Said Fifty Thousand (\$50,000.00) Dollar policy shall decline at a straight rate to Five Thousand (\$5,000.00) Dollars at age 55, when double indemnity provisions will also be added, and said policy in the amount of Five Thousand (\$5,000.00) Dollars will be maintained to age 65, regardless of the age of retirement.

ARTICLE XI

UNIFORM ALLOWANCE

Uniform allowance shall be paid in accordance with the provisions of the City Classification/Compensation Ordinance, being Section 1.282, except that the City will amend the same to provide for a Forty (\$40.00) Dollar annual increase to all members of the Union currently receiving a Uniform Allowance. The City also agrees to furnish all-weather jackets as part of the initial clothing issue.

ARTICLE XII

SUBSISTENCE ALLOWANCE

Each employee on the payroll December 1, 1972, except the two Assistant Chiefs, Chief Fire Inspector, Fire Inspector, and Superintendent of Fire Alarms, shall receive an annual subsistence allowance of Three-hundred (\$300.00) Dollars per annum, payable on December 1, 1972, and each year thereafter; provided, however, that such employees who have less than one (1) year of service on December 1, 1972, shall receive a portion of said subsistence allowance pro-rated on the basis of twenty-five (\$25.00) Dollars per month, during his service. This limitation shall be applicable likewise in the case of subsistence allowance payment due December 1, 1973. In the event that an employee leaves the City service, after December 1, 1972, or 1973, before the completion of a full year from that date, he shall receive a portion of subsistence allowance pro-rated at the rate of Twenty-five (\$25.00) per month during his service.

Only whole months of service shall be taken into consideration in making the pro-ration provided for in this Article. Changes in said subsistence allowance will be based upon increases or decreases in the Consumers Price Index (Detroit Area) from and after December 1, 1970, to be initially computed on

changs in C.P.I. from December, 1970, to September, 1971, and from September to September each year thereafter.

ARTICLE XIII

EXTRA DUTIES

Section 1. Assignments and Work Details

Station duties, assignments and work details shall be as required by the Chief and officers of the Department with reasonable observance of seniority and ability.

Section 2. Maintenance

Maintenance of equipment, station and grounds shall also be as required by the Chief of the Department. No building maintenance, interior or exterior, normally contracted for with members of other trade unions shall be required to be performed by the Union.

ARTICLE XIV

RULES AND REGULATIONS

The Chief shall formulate rules and regulations not inconsistent with this Agreement under which employees must work. The City and the Union will meet to discuss and review said Rules and Regulations.

ARTICLE XV

CIVIL SERVICE

The Civil Service Ordinance is hereby made a part hereof, being Chapter 8, Title I, of the Code of the City of Jackson; provided, however, that said employees with the exception of the Chief of the Fire Department and the Assistant Chiefs who must live within the City Limits, may live outside of the City but within the County of Jackson, Michigan.

ARTICLE XVI

PENSION BENEFITS

It is hereby understood and agreed that representatives of the City will meet with Police and Fire representatives to study possible modifications of the Police/Fire Pension Plan through Charter amendment.

ARTICLE XVII

SPECIAL SALARY PROVISION

Temporary Assignment.

Employees temporarily assigned to job classifications paying a higher rate than their regular rate, shall be paid in accordance with the provisions of Section 1.276 (1), Chapter 8, Title I, of the Code of the City of Jackson. The City agrees, however, to pay such above grade pay calculated on a daily basis for a minimum of thirteen (13) hours while temporarily so assigned, said above grade pay to be computed and limited as follows:

- 1. Fire fighter with six years experience, acting as Driver ----- \$5.00 per day
- 2. Driver with two years experience, acting as Captain ------ \$7.00 per day
- 3. Captains, acting as Assistant Chief ----- \$9.00 per day

ARTICLE XVIII

MANAGEMENT

The Employer shall remain vested with all management functions including the full and exclusive control, direction and supervision of operations and the working forces, and shall have the right to change jobs or establish new jobs as required by the installation of new machinery or equipment or a change in operation procedures.

The City Classification and Compensation Plan, being Chapter 8, Title I, of the Jackson City Code, shall be considered a part of this Agreement, as though fully set forth herein, except as modified by specific agreements of the Employer herein to make changes in said Ordinance. It is specifically understood and agreed that unilateral changes in said Ordinance may be made by the Employer at any time provided benefits to the employees under this Contract are not reduced.

The City Civil Service Ordinance, being Chapter 7, Title I, of the Code of the City of Jackson is likewise made a part hereof. It is specifically understood and agreed that unilateral changes in said Ordinance may be made by the Employer at any time provided benefits to the employees under this Contract are not reduced.

Provided further, however, that the Union will be advised prior to the adoption of any proposed change affecting wages, hours, or working conditions, so that its representatives may appear before the City Commission in connection therewith if it so desires. The purpose of this clause is, to protect and assure the continued authority of the City Commission to make such changes as in its judgment the situation might require, and is not included for the purpose of impairing the effectiveness of the Union.

In the event of any conflict between the provisions of either of these Ordinances and any specific language of this Agreement, the terms of said Ordinance shall control, govern, and supercede, except where the City has specifically agreed to make changes therein.

ARTICLE XIX

STRIKE PROHIBITION

The Union will not engage in, or sanction, strike action during the life of this Agreement. It is expressly recognized that any strike or work stoppage is prohibited by the Hutchinson Act, as amended. It is also expressly recognized and understood that any such illegal strike or work stoppage may be enjoined by the Circuit Court for the County of Jackson.

ARTICLE XX

LABOR - MANAGEMENT COMMITTEE

It is agreed that there will be created a Labor-Management Committee, consisting of Four (4) Union members and Four (4) Management representatives to periodically discuss departmental problems, not including any matters covered by the grievance procedure hereinafter set forth.

ARTICLE XXI

TRAINING AND EDUCATION

The City agrees to review training and educational opportunities available for firefighters, and to pay for all course work that will improve the employee's work capabilities, as determined by the Director of Public Safety. Training equipment will be purchased as deemed necessary by and with the approval of the Director of Public Safety.

ARTICLE XXII

REORGANIZATION

Section 1. Civilian Personnel

No civilian personnel will be hired within the Fire Department in command or supervisory positions, with the exception of staff personnel assigned to the Office of Director of Public Safety.

Section 2. Consolidation

Consolidation of police and fire duties shall not occur during the term of this Contract, with the exception of management and clerical functions.

Section 3. Changes in Command Personnel

Proposed changes adding or deleting command personnel shall be considered by the City after consultation and discussion with representatives of the Union.

ARTICLE XXIII

GRIEVANCE PROCEDURE

Section 1. A grievance is hereby defined to be any dispute between the parties to this Agreement with respect to matters arising out of said Agreement, involving differences, disputes or complaints as to wages, hours, or working

conditions arising hereunder, but does not cover complaints as to disciplinary actions such as suspensions or dismissal, in which cases the provisions of the Civil Service Ordinance shall control.

Section 2. Any grievance not presented for disposition through the grievance procedure in Ten (10) calendar days, following the event or condition giving rise to the grievance, shall not thereafter be considered a grievance under this Agreement, unless circumstances are established showing that it was impossible for the employee to be aware of the alleged grievance prior to that time.

Section 3. Grievance procedure shall be as follows: provided, however, that the time limitations herein contained may be mutually waived.

- STEP 1. Any employee having a grievance shall take the matter up, within Ten (10) calendar days of its occurrence, with his immediate supervisor.
- STEP 2. If the grievance is not settled at this Step,
 within Seven (7) calendar days, the aggrieved
 with not more than Two (2) Union representatives shall present the grievance to the Chief

of the Department. The Chief shall notify the Employer within Ten (10) calendar days of his disposition thereof. After receipt of the answer if the aggrieved fails to take the next Step within Five (5) calendar days, the grievance shall be considered dropped.

Step, the grievance is not settled in the preceding

Step, the grievance shall be submitted in written form to the City Manager, which notice

shall contain the names of all parties involved

and all the facts and information relevant to the

grievance involved. Such written notice need

not be on any prescribed form but shall contain

all information necessary to an intelligent resolution of the grievance. The aggrieved may be

represented by the Union or its designee. Are

rangements shall be made for a meeting with

the City Manager within Fifteen (15) calendar

Days after submission of the grievance. After

the hearing, the City Manager shall be given Fifteen (15) calendar days to submit his answer.

- STEP 4. ARBITRATION. Any unresolved grievance, which relates to the interpretation, application or enforcement of a provision of this Agreement, or any written supplementary Agreement, and which has been fully processed through the last Step of the Grievance Procedure may be submitted to arbitration by either party in strict accordance with the following:
 - 1. The arbitrator shall have no power to establish a new rate or to change the existing wage rate structure, or establish new jobs or change existing job content, or to establish work standards.
 - 2. Within Thirty (30) Days after notice of intention to arbitrate is given to the other party, the City and the Union shall attempt to agree upon an

arbitrator within Ten (10) Days and if this cannot be done the American Arbitration Association shall be requested to provide an arbitrator.

- 3. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement
 of the provisions of this Agreement and he shall be
 without power and authority to make any decision:
 - a. contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement; or,
 - b. granting any right or relief for any period of time whatsoever prior to the execution of this Agreement.
- 4. The right of either party to demand arbitration over an unadjusted grievance is limited to a period of Fifteen (15) calendar Days from the final action taken on such grievance under the last Step in the Grievance Procedure immediately prior to arbitration and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the party against which the grievance is brought.

- 5. The decision of the arbitrator in a case may not require a retroactive wage adjustment in another case.
- 6. The arbitrator's decision shall be final and binding on the Union, all employees covered by this Agreement and on the City.
- 7. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
- 8. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. Pay for lost time for any employees other than the aggrieved and his Union representative shall not apply to their participation in arbitration cases.

ARTICLE XXIV

SEPARABILITY

THIS AGREEMENT, is subject to the Laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Union and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a Court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefor, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

ARTICLE XXV

DURATION

THIS AGREEMENT shall become effective on the date of execution hereof, and shall remain in full force and effect to and including the 30th day of June, 1974. The only matter which may be reopened for negotiations during said period is the matter of rates of pay, which may be reopened on June 30, 1973, pursuant to Ninety (90) Days' notice as provided in the next paragraph.

Said Contract shall continue in full force and effect, from year to year after June 30, 1974, unless either party to this Agreement desires to change or modify any of the terms or provisions hereof.

The party desiring the change or modification must notify the other party to this Agreement in writing not less than Ninety (90) Days prior to the expiration date of this Agreement, or not less than Ninety (90) Days prior to any subsequent anniversary date hereof. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than Thirty (30) Days prior to the expiration date in the year in which the notice is given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

II St above WI Ittell.	
	CITY OF JACKSON, MICHIGAN, a Municipal Corporation,
	Ву
	James E. Malone, City Manager
ATTEST	***
Funds to pay benefits agreed to in the above Contract are provided for in the 1972 - 1973 Budget.	LOCAL NO. 1306 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as, JACKSON FIRE FIGHTERS ASSOCIATION, AFL CIO
	Ву
Herbert M. Conway City Clerk	** ** ** ** ** ** ** ** ** ** ** ** **
***	Ву
APPROVED AS TO FORM:	
	Ву
C. Edwin Carraher City Attorney	
Dated:At Jackson, Michigan	25.

CEC/fkc

Applicable to All Positions in Fire Department Group

		BASE PAY RATES				LONGEVITY PAY RATES			
			,						
Clas Grad	s Pay e Basis	Minimum lst Yr.	Next Year	Next Year	Next Year	Maximum After 4 Years	7 Years Service*	12 Years Service*	18 Years Service*
50	Annual	\$9551.00	\$10000.00	\$10452.00	\$10939.00	\$11466.00	\$11727.00	\$12028.00	\$12290.00
	Bi-Wkly		384.62	402.00	420.73	441.00	451.04	462.62	472.69
51	Annual	10000.00	10452.00	10939.00	11466.00	12028.00	12290.00	12589.00	12891.00
	Bi-Wkly	384.62	402.00	420.73	441.00	462.62	472.69	484.19	495.81
52	Annual	10452.00	10939.00	11466.00	12028.00	12589.00	12891.00	13190.00	13489.00
	Bi-Wkly	402.00	420.73	441.00	462.62	484.19	495.81	507.31	518.81
53	Annual	10939.00	11466.00	12028.00	12589.00	13190.00	13489.00	13826.00	14164.00
	Bi-Wkly		441.00	462.62	484.19	507.31	518.81	531.77	544.77
54	Annual	11466.00	12028.00	12589.00	13190.00	13826.00	14164.00	14502.00	14838.00
	Bi-Wkly		462.62	484.19	507.31	531.77	544.77	557.77	570.69
				BASE P	AY RATES		ome denominary commissions and a second	LONGEVITY	PAY RATES
							Maximum	12	18
Clas	s Pay	Minimum	Next	Next	Next	Next	After 5	Years	Years
	e Basis	lst Yr.	Year	Year	Year	Year	Years	Service*	Service*
55	Annual	12028.00	12589.00	13190.00	13826.00	14502.00	15215.00	15590.00	15963.00
	Bi-Wkly		484.19	507.31	531.77	557.77	585.19	599.62	613.96
56		12589.00	13190.00	13826.00	14502.00	15215.00	15963.00	16340.00	16752.00
	Bi-Wkly	484.19	507.31	531.77	557.77	585.19	613.96	628.46	644.31
57	Annual	13190.00	13826.00	14502.00	15215.00	15963.00	16752.00	17164.00	17613.00
	Bi-Wkly	507.31	531.77	557.77	585.19	613.96	644.31	660.15	677.42
58	Annual	13826.00	14502.00	15215.00	15963.00	16752.00	17613.00	18065.00	18551.00
	Bi-Wkly	531.77	557.77	585.19	613.96	644.31	677 42	694.81	713.50
59	Annual	14502.00	15215.00	15963.00	16752.00	17613.00	18551.00	19001.00	19490.00
	Bi-Wkly	557.77	585.19	613.96	644.31	677.42	713.50	730.81	749.62
60	Annual	15215.00	15963.00	16752.00	17613.00	18551.00	19490.00	19938.00	20426.00
-	Bi-Wkly	585.19	613.96	644.31	677.42	713.50	749.62	766.85	785.62
61	Annual	15963.00	16742.00	17613.00	18551.00	19490.00	20426.00	20876.00	21363.00
	Bi-Wkly	613.96	644.31	677.42	713.50	749.62	785.62	802.92	821.65

Effective: July 1, 1972

Adopted: December 19, 1972

^{*} Including one year at preceding rate.