

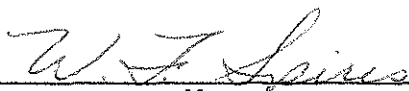
A RESOLUTION AUTHORIZING THE MAYOR AND )  
RECORDER TO ENTER INTO A LABOR CONTRACT. )

RESOLUTION NO. 8  
for 1977

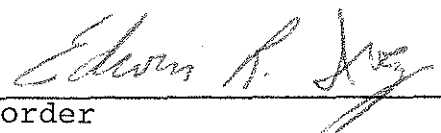
BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LEBANON  
AS FOLLOWS:

Section 1. That the Mayor and the Recorder of the City of  
Lebanon are hereby authorized and directed to enter into a labor  
contract with the American Federation of State, County, and Municipal  
Employees, AFL-CIO, Local 2043-A for the fiscal years 1977-80. A  
copy of said contract is attached hereto and made a part hereof.

Passed by the Council by a vote of 6 for and 0 against  
and approved by the Mayor this 26th day of January, 1977.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Recorder

CONTRACT BETWEEN THE CITY OF LEBANON, OREGON  
AND THE  
AFSCME LOCAL 2043-A, FOR THE FISCAL YEARS 1977-80

AGREEMENT AND PURPOSE

The parties of this agreement are the City of Lebanon and the American Federation of State, County, and Municipal Employees, AFL-CIO Local 2043-A, hereinafter named City and Union respectively. The purpose of this document is to establish full agreement between the parties, and to regulate the mutual relation relating to wages, hours, and working conditions and the resolution of differences, for employees as set forth in the Articles of this agreement.

ARTICLE I. RECOGNITION

Section 1. The City of Lebanon recognizes Local 2043-A, AFSCME, AFL-CIO as the sole and exclusive bargaining agent for all full-time, regularly employed members, and is listed by classification in Article XVI, with respect to wages, hours and other conditions of employment. A part-time employee is defined as an employee who is employed regularly for less than twenty (20) hours per week.

ARTICLE II. EMPLOYEE RIGHTS

Section 1. Employees shall have the right to self-organization, to form, join or assist labor organizations, and to bargain collectively, through representatives of their own choosing from Local 2043-A, AFSCME.

Section 2. This agreement shall apply equally to all members of the bargaining unit regardless of race, sex, age, creed, political affiliation or national origin. The Union and the City shall share equally in the responsibility for upholding this provision of the agreement.

ARTICLE III. MANAGEMENT RIGHTS

Section 1. The City shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the department, determining the levels of service and methods of operation, including contracting and sub-contracting and the introduction of new equipment; the right to hire, lay-off, transfer, promote; to discipline and/or discharge for cause, to determine work schedules and assign work, and any other such rights not specifically referred to in this agreement. The City agrees not to contract any work that would result in the lay-off of any employees covered by this agreement. Notwithstanding, the City may perform any and all emergency functions requisite to legal liability by means deemed necessary. The Union recognizes the need of the City to secure improved, efficient and better methods and will cooperate in seeking better service and public good-will; To implement new and to revise wholly or in part, old methods, procedures, materials, equipment and facilities.

ARTICLE IV. UNION SECURITY AND CHECKOFF

Section 1. The City and the Union agree to a fair share agreement for all permanent employees in the bargaining unit as prescribed by the Public Employees Relations Board.

Article IV. continued:

Section 2. Each employee who on July 1, 1977, or any date thereafter is a permanent employee of the City and a member of the bargaining unit which the Union serves as a certified agent, but who is not a member and chooses to remain not a member of the Union, and in as much as it is required that the Union represent every employee within the bargaining unit, making each employee thus a recipient of the Union's service, it is mutually agreed and recognized by the parties that each employee shall proportionately and fairly share in the cost of the collective bargaining process. Therefore, the cost per employee is fixed proportionately at the amount of dues uniformly required of each member of the union, which amount shall be deducted monthly from each Union member and each non-Union member's compensation and remitted monthly in the aggregate to the treasurer of the Union.

Section 3. Such uniform amounts as the Union treasurer certifies to the City as the monthly dues approved by the members of the Union shall remain as the reasonable amount to be deducted hereunder.

Section 4. A like amount in lieu of dues will be automatically deducted from all permanent employees in the bargaining unit who have not signed an authorization form requesting Union membership dues deduction. It is understood that the like amount in lieu of dues shall only be used as directed by the Constitution and By-laws of the Union and by the majority vote of the membership. Employees terminating with less than ten (10) working days in any calendar month will not be subject to dues or a like amount in lieu of dues deduction.

Section 5. Any individual employee objection based on bonafied religious tenets or teachings of a church or religious body of which such employee is a member will require such an employee to inform the City and the Union of his or her objection. The employee will meet with the representatives of the Union and establish a satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular membership dues to a non-religious charity.

Section 6. The City will not be held liable for checkoff errors but will make proper adjustments with the Union for errors as soon as it is practicable. In order for both parties to have adequate information on dues checkoff, an updated list of eligible members of the bargaining unit will be delivered to the City by the Union. Such list shall include all members paying dues in the previous pay period.

ARTICLE V. CITY SECURITY

Section 1. As long as this Agreement remains in force, the Union or its members as individuals or as a group will not participate in any strike, work stoppage, slow down or other restriction of work against the City. Violation of this Article shall fulfill just cause requirements for disciplinary action, including discharge.

Section 2. In the event of a strike, work stoppage, slowdown, picketing or other restriction of work in any form, either on the basis of individual choice or collective employee conduct during the life and duration of this Agreement, the Union will immediately upon notification from the Mayor, City Administrator, or the City Council attempt to secure an immediate orderly return to work.

## ARTICLE VI. UNION REPRESENTATION

Section 1. Union representatives shall be allowed time away from their duty station without loss of pay when attending meetings with the City for the purpose of negotiating labor agreements or adjusting grievances under the procedures defined herein. The City and the Union shall also meet from time to time if the parties agree that such meetings will serve constructive purposes to present or eliminate grievances. Reasonable notice shall be given to the supervisor when such representative will be away from his or her duty assignment. The City reserves the right to reduce the amount of time thus paid for when such privilege is proven abused.

Section 2. The City will allow the Union eighty (80) hours a year for a representative to attend Union functions, so long as the absence does not hamper the normal operations of the employee's department, or division. When such time-off is used, notice of no less than ten (10) days will be required. If all the hours are not used in a given year up to ten (10) hours may be carried over. Time allowed off for such Union activities as defined in this section shall not be compensated time.

Section 3. The Union will be allowed use of reasonable space on City bulletin boards to post information regarding Union business. Specifically, such notices will include information about time and place of meetings and Union functions.

## ARTICLE VII. HOURS AND OVERTIME

Section 1. A) The normal work days for employees within the City Street Department, using the standard base work week of forty (40) hours, shall be Monday through Friday. Each work day shift shall normally start at 7:30 a.m. and end at 4:00 p.m., with the exception of the operator of the City street sweeper whose hours may be determined by the department head.

B) The normal work days for the employees within the City Park Department, using the standard base work week of forty (40) hours, shall be Monday through Friday. Each work day shift shall normally start at 7:30 a.m. and end at 4:00 p.m.

C) The normal work week at the City Library will be Tuesday through the following Monday, of forty (40) hours.

D) Sewage Plant employees shall maintain a work schedule as determined by the department head.

D) All other employees within this bargaining unit will have a standard work week of forty (40) hours based on five days Monday through Friday.

Section 2. Overtime shall be computed to the nearest one-half (1/2) hours.

Section 3. Overtime pay shall be based on the actual number of hours on duty per day, except that two (2) hours overtime will be guaranteed in instances of call-back or call-in.

Article VII continued:

Section 4. Employees will be encouraged to take compensatory time-off for accrued overtime. The City will attempt to grant the employee's preference in payment consistent with its service level and budgetary requirements. If the employee's preference cannot be met, the City will give reasonable notice of the method of compensation. The City shall maintain a record of all overtime worked and shall make the record available to any employee in the work section where the overtime was worked, or to the affected employee's representative.

Section 5. Work schedules showing employee's shift, work days and hours shall be posted on bulletin boards in conspicuous places available to the employees. Except in an emergency, work schedules will be changed only after reasonable notice is given.

Section 6. Except in instances where a special project is being completed, or special skills are required, every reasonable effort will be made to distribute overtime equitably among employees in a division and classification in which overtime occurs. If disagreements arise under this section, and evidence exists indicating an inequity, a reasonable time will be allowed the City to adjust overtime distribution.

Section 7. In the event of an emergency situation where time is of the essence in executing the overtime work, such additional personnel as are deemed necessary by the City may be required to work overtime on an assigned basis.

Section 8. Any employee required to be on standby duty shall receive four(4) hours compensatory time for each twenty-four (24) hours of such duty.

Section 9. Except in emergency situations, all employee's work schedules shall provide for fifteen (15) minute rest period during each one-half (1/2) shift. Rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever feasible. Emergency situations are defined as situations where the public safety or welfare may be jeopardized. All employees shall be granted a lunch period of not less than one-half (1/2) hour during each work shift. Whenever possible, the lunch period shall be schedule at approximately mid-shift, compatible with job continuity.

Section 10. All call-backs, call-ins, and all overtime are to be authorized by management personnel outside the bargaining unit.

Section 11.

a) The City will adopt a job classification and description plan not later than January 1, 1978 based upon existing jobs and their content. If at any time during the term of this agreement the City causes responsibility or content of any job classification or describion to be changed substantially, the salary for that classification shall be renegotiated with the Union.

b) Whenever an employee works out of classification other than Category I, II, and III, said employee will be credited with time served in this capacity against a probationary time requirement should said employee be appointed to a permanent position in the higher classification.

c) Any employee who is designated as acting in capacity filling that position for six (6) continuous months, and then is appointed permanently to said position will not be required to serve a probationary period.

## ARTICLE VIII. HOLIDAYS

The following days are legal paid holidays:

New Year's Day	January 1st
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving Day	Fourth Friday in November
Christmas day	December 25th
Employee's Personal Holiday	
Friday following Christmas Day when Christmas falls on Thursday	

Every day appointed by the President of the United States, or the Governor, as the official holiday. When a holiday falls on Sunday, the following Monday shall be the holiday. When the holiday falls on Saturday, the previous Friday shall be the holiday.

Section 2. When an employee is on authorized vacation with pay and a holiday occurs, such holiday shall not be charged against the employee's vacation time. If an employee works on any of the holidays listed above he shall be paid for hours worked at two and one-half (2 1/2) times his regular rate of pay. Vacation accrual will be reported by the City office to each employee on a monthly basis.

Section 3. Permanent, full-time employees will receive one personal holiday off at their regular rate of pay during any fiscal year at the employee's discretion with supervisory approval.

## ARTICLE IX. SICK LEAVE

Section 1. Sick leave shall be accrued at the rate of one (1) day for each full month worked starting with employee's date of hire. Sick leave may be used after completing one (1) month of employment. Maximum accrual: one hundred-twenty (120) days. Unused sick leave shall not be compensated upon termination. Sick leave will be allowed only when an employee is unable to work because of illness or off-the-job injuries, and not for disabilities resulting in out-side employment. When an employee must be away from the job because of serious illness in the immediate family, he may request time off, which may be granted by the department head, and charged against the employee's sick leave time. Misuse of sick leave is grounds for dismissal. The City may require doctor's verification of all illness. Sick leave accrual will be reported by the City office to each employee on a monthly basis.

Section 2. Upon retirement, fifty percent (50%) of the employee's accrued sick leave shall be applied to the employee's final retirement calculation as prescribed in ORS 237.153.

Section 3. Sick leave pool:

(A) An employee, who has accumulated the maximum amount of sick leave (120 days) may donate excess sick leave into a sick leave pool, but in no instance shall an employee donate leave if their own accumulative sick leave accrual falls below 120 days.

Article IX continued:

Section 3. Sick leave pool continued:

(b) Upon the exhaustion of their own personal sick leave, compensatory time, holiday time, and vacation time, any employee covered by the terms of this agreement shall have the right to appeal in writing, or in person, to request extra sick leave time, to be drawn from the sick leave pool.

(c) The City herein agrees to work jointly with the Union during the term of this contract to establish a sick leave review board. The membership of the board shall be as follows:

two members designated by the Union,  
two members designated by the City, and  
the City Administrator

The purpose of this board shall be to hear requests from members of the bargaining unit for the use of sick leave that has accumulated within the sick leave pool. The board shall hear either in writing, or through a personal presentation, an appeal for the use of such time. The employee appealing for such time may designate a representative to speak before the board on behalf of said employee. The review board after hearing the presentation, may deny or grant a maximum of a period not to exceed ten (10) working days per calendar year to the requesting party.

(d) If in the opinion of management personnel, an employee covered by the terms of this agreement is abusing the sick leave privilege, it may be requested, either by management or the union, that the board review the employee's use of sick leave.

(e) The board will address themselves to the following questions:

- 1) was the sick leave abused;
- 2) to what degree was it abused.

ARTICLE X. OTHER LEAVES

Section 1. Leave of Absence. Leaves of absence, without pay or accrual of sick leave or vacation leave and other benefits, for a specific period, not to exceed six (6) months, may be granted by the City. Application for such leaves shall be reviewed by the City, and approved or disapproved by the City.

Section 2. When an employee is called for jury duty or is subpoenaed as a witness under circumstances beyond his/her control and where such duties can be construed to be in the public interest, he or she will be continued at full salary for the period of the required service. All monies received as witness fees or pay for jury duty must be signed over to the City, unless such fees are earned on employee's days off or during other authorized leave without pay. Employees will be expected to report to work when less than a normal work day is required by jury or witness duties.

Section 3. Union Business. An employee who is elected to a position of responsibility in the Union may be granted a leave of absence without pay, or accrual of other benefits if requested by the Union headquarters, for a period not to exceed one (1) year. Applications for such leave shall be reviewed by the City, and may or may not be granted at the City's discretion.

Article X. continued:

Section 4. Failure to return from leave. Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of his leave of absence, shall be considered to have resigned his position with the City and his position shall thereupon be declared vacated; except and unless the employee prior to the expiration of his leave of absence, has furnished evidence that he is unable to return to work for good and sufficient reasons, and an extension of his leave has been requested from and granted by the head of his department or City Administrator, however, in the event it is determined that due to justifiable circumstances it was not possible to give such notice prior to the leave of absence expiration period the employee's position will not be declared and/or so held vacated.

Section 5. Military Leave. Military leave shall be granted in accordance with the Oregon Revised Statutes.

Section 6. Compassionate Leave. In the event of a death in the immediate family (husband, wife, mother, father, son, daughter, sister, brother, step-children, father-in-law, mother-in-law, grandmother and grandfather), the department head shall grant sufficient time off with pay to make funeral arrangements, if necessary, and to attend the funeral. A maximum of five (5) days shall be granted if warranted by the situation. Such leave shall not be charged to sick leave accumulation. Leave with pay with up to four (4) hours shall be granted when an employee serves as a pallbearer.

ARTICLE XI. HEALTH AND INSURANCE BENEFITS

Section 1. The City will pay all insurance costs per employee and dependents for an employee benefit plan with family protection including hospitalization, medical doctor, and major medical program equal to or better than the current Blue Cross program. The City will pay all insurance costs per employee and dependents for the current City dental insurance program.

Section 2. The City will pay all insurance cost per employee only, equal to or better than the existing term life insurance, and madatory insurance program.

Section 3. A long term disability insurance program will be provided to supplement existing sick leave benefits. The disability plan shall pay sixty percent (60%) of the basic monthly salary (to a \$1,000 maximum); it shall have an elimination period of ninety (90) days and a maximum benefit period of two (2) years.

ARTICLE XII. INDUSTRIAL ACCIDENTS AND ILLNESS

Section 1. The City provides insurance coverage for all employees through the State Compensation Board for injuries and illness arising out of and in the course of employment with the City of Lebanon. When an employee must take time off from work as a result of such injuries or illness, he shall receive compensation as scheduled by the State Compensation Board. Additional payment by the City, of an amount equal to the difference in payments received from the State and the employee's regular salary, shall be authorized by the department head for a period not to exceed six (6) months. Use of accrued sick leave payments beyond the six (6) months shall be approved by the City when requested by the employee. Medical progress reports may be required prior to the approval of such payments. It is not the intent of this Article to allow an employee to earn more than their current net salary.



ARTICLE XIII. VACATIONS

Section 1. Eligible employees subject to this agreement shall be eligible for paid vacation after six (6) months of service with the City. Employees shall start to earn vacation allowance as of their date of hire.

Vacation allowances shall be earned based on the following schedule:

0 to 1 year	2 weeks
2 years	2 weeks + 1 day
3 years	2 weeks + 2 days
4 years	2 weeks + 3 days
5 years	3 weeks
6 years	3 weeks + 1 day
7 years	3 weeks + 2 days
8 years	3 weeks + 3 days
9 years	3 weeks + 4 days
10 years	4 weeks

Section 2.

a) Scheduling of vacations should be mutually agreed upon by the employee and department head.

b) Employee may use vacation as soon as it is earned.

c) Vacation time may be accrued or carried over into the following year, with the approval of the department head.

d) Vacation time may be accrued to a maximum of one hundred-sixty (160) hours. Each department shall be responsible to notify any affected employee at least sixty (60) days prior to reaching a maximum amount of vacation, that he or she is in danger of losing vacation time if not taken within sixty (60) days.

Section 3. Preference in vacation scheduling, extra days, changes in duty assignment, or any other choice given to members shall be by seniority. Seniority is defined as total length of (unbroken) service with the City. Each employee may exercise seniority one (1) time each year in the scheduling of a single vacation. If conflicts occur between scheduled vacation, and senior employees scheduling extra days off, vacation time off will be given preference. Duty assignment changes will be allowed only if in the judgment of the City such changes do not detract from the effectiveness of departmental operations. The City reserves the right to restrict vacation schedules to not more than one employee on vacation at any one (1) time, and to refuse or cancel vacation only in the event of an emergency when public health and safety is jeopardized.

Section 4. Permanent employees terminating employment with the City with vacation credit accrual, shall be paid for those credits at the employee's wage rate at the time the credits were earned.

ARTICLE XIV. SENIORITY

Section 1. City seniority is the length of continuous service worked by an employee of the City. City seniority shall apply in determining the order of preference in vacations.

Departmental seniority is the length of service worked by an employee in a department. Departmental seniority shall apply in determining days off, reclassification, promotions, lay-off, and re-hire.

Article XIV. continued:

Section 2. In the event an employee who is part of the bargaining unit is promoted to a position outside of the bargaining unit, the employee's bargaining unit seniority will be stopped. If the employee secures a withdrawal card from the local, their bargaining unit seniority shall be retained up to the date of promotion.

Section 3. If an employee who was once a member of the bargaining unit and was promoted outside the bargaining unit, who had secured a withdrawal card, is demoted by the City into an open position within the bargaining unit, that employee may utilize all seniority accrued before he/she obtained a withdrawal card.

Section 4. Supervisory personnel demoted by the City shall not fill any position in the bargaining unit that is currently held by an appointed permanent full-time employee in that position.

ARTICLE XV. LAYOFF

Section 1. If the City should reduce its work force, layoffs shall be made within a department in inverse order of departmental seniority. Departments as the term is herein used shall mean the Public Works, Library, Municipal Court, Administrative Departments and the bargaining unit members herein.

An employee, when notified by the City that he is to be laid off, other than for just cause, shall have the right to select another job in his permanent division, provided he has the qualifications to perform the new job; provided further that the employee filling that position has less City seniority.

The City agrees to notify the Union and the employee simultaneously, not less than two (2) weeks prior to any layoff, by forwarding the names and occupational classifications of the employees to be laid off.

An employee who has been displaced to another job shall be given first consideration in filling a posted vacancy in his previous classification and division for a period of one (1) year. Seniority shall not prevail in this instance.

Any employee covered by this agreement who has been on a layoff due to force reduction will be notified of a vacancy and privileged to return to work before any outside person is given employment. An employee on layoff status shall have the right of recall for a period of eighteen months from the date of the layoff.

It shall be the responsibility of the employee laid off to keep the City informed of the address at which he may be reached and re-employment shall be offered in person, or by registered mail addressed to the last address furnished by the employee. When an offer of re-employment has been made, the former employee shall advise the City of acceptance within one (1) calendar week and shall report for duty within ten (10) days from the receipt of notification by the City, unless prevented by just cause from reporting within that time. An employee who fails to accept re-employment when offered by the City in accordance with the provisions of this Article, shall be deemed to have forfeited all his rights hereunder.

Employees, if re-employed within six (6) months after layoff, shall be entitled to the benefit of progressive and negotiated rates that have occurred during the period of layoff, but no monetary retroactive payment.

Employees returning to work after one (1) year layoff or more shall be placed in

Article XV continued:

the wage schedule justified by their former experience and service with the City.

Employees accepting demotion for the purpose of maintaining continuity of employment shall receive the corresponding wage rate for the period of service in the classification to which he or she may be transferred.

ARTICLE XVI. COMPENSATION

<u>CLASS TITLE:</u>	<u>Base</u>	<u>6 months</u>	<u>18 months</u>	<u>30 months</u>
Leadman (Parks & Streets). . .	\$1053	\$1110	\$1166	\$1223
Category III . . . . .	985	1042	1098	1155
Category II . . . . .	934	990	1047	1105
Category I . . . . .	797			
Asst. to Librarian . . . . .	643	701	757	814
Clerk Intermediate . . . . .	643	701	757	814
Municipal Court Clerk . . . . .	694	752	808	865

Excluding considerations for previous experience and/or special skills, appointments and advancements shall commence and proceed as follows:

Category I - Entry level and six (6) month probationary period.

Category II - Permanent appointment beginning at base step after completing Category I probationary period. Upon satisfactorily completing one (1) year at thirty (30) month range an employee is eligible for advancement to the thirty (30) month range of Category III.

a) Rates established above are based on a six percent (6%) salary increase for the fiscal period 1977-78.

b) During the second year of this contract, commencing July 1, 1978, the City agrees to pay, in addition to the rates listed above, an increase of six percent (6%). The City and the Union further agree that should the Cost of Living Index, as determined by the Portland Area Consumer Price Index for October to October, 1976-77, increase above seven percent (7%) or below five percent (5%), this contract will automatically be opened for salary negotiations for the fiscal year 1978-79.

c) The same formula as listed in b) shall be applicable for the third year of this contract.

ARTICLE XVII. SAFETY AND PROTECTIVE EQUIPMENT

Section 1. The City will furnish all safety equipment and devices as required by the State Accident Commission. The City will also provide equipment and clothing usually needed for the type of work to protect employee's health and safety.

- 1) Rain gear for safety
- 2) Rubber footwear with protective metal toe shields
- 3) Summer weight coveralls by rental agreement.

ARTICLE XVIII. SETTLEMENT OF DISPUTES/GRIEVANCE PROCEDURES

Section 1. For the purpose of this agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this agreement or about an alleged violation of the agreement.

Article XVIII continued:

Section 2. Grievances will be processed in the following manner, and within the following time limits:

Step 1. The grievance shall be reduced to writing, signed by the employee, and shall include the following information:

- a) A statement of the grievance and the facts upon which it is based;
- b) The remedial action requested;
- c) The section of the agreement to which the grievance relates.

The grievance must be submitted by the employee within five (5) days of its occurrence to the first level of supervision outside the bargaining unit, with a copy to the City Administrator and the City Council. If the grievance cannot be resolved within five (5) days, it shall be submitted to the local grievance committee by the employee and the procedure will move to Step 2.

Step 2. The grievance, along with all pertinent information, shall be submitted to the department head with a copy to the City Administrator and the City Council. The department head shall meet with the aggrieved party, the union representative, the City Administrator, and at the City's Administrator's option, the full City Council and shall render a mutually agreeable decision within ten (10) calendar days. If the grievance cannot be resolved within ten (10) calendar days, it shall be forwarded to Step 3.

Step 3. Arbitration. An arbitrator shall be selected in the following manner:

A list of five (5) members of the American Arbitration Association shall be requested and the parties shall alternately strike one name from the list until only one name is left. The toss of a coin shall decide whether the City or the Union strikes the first name. The one name remaining following striking shall be the arbitrator. One day will be allowed for the striking of each name. The arbitrator shall render a decision in ten (10) days. The powers of the arbitrator shall be limited to the interpretation of this agreement and determining if it has been violated. The decision of the arbitrator shall be binding on both parties. The cost of arbitration shall be shared equally by the City and the Union.

Section 3. Any or all of the time limits specified in the grievance procedure may be waived by mutual consent of the Union and the City. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance.

Section 4. A grievance may be terminated at any time upon receipt of a signed statement from the employee or from the Union, that the matter has been resolved.

ARTICLE XIX. PROMOTION

Section 1. Openings above the entry level will be filled by means of the open examination process and all individuals, regardless of race, sex, age, religion, political affiliations, physical or mental handicap, may apply for such positions.

Article XIX. continued:

Section 2. First consideration for promotion shall be given to employees within the bargaining unit. All other conditions being equal, City seniority shall be the determining factor.

Section 3. An employee promoted within the bargaining unit who does not successfully complete the probationary period shall be reinstated in their previous position.

Section 4. An employee shall not be designated to work out of classification for the purpose of avoiding promotion.

ARTICLE XX. TRAINING AND EDUCATION

Section 1. The department head shall be responsible for the overall plan of maintaining the skills and proficiency of his department and complying with the requirements set forth by the State and Federal laws pertaining thereto.

Section 2. When execution of the plan requires additional training, costs for such items as books, tuition, supplies and, in some cases, travel expenses, shall be paid by the City. Reimbursement shall include fourteen (14) cents a mile for the use of a private vehicle. Plans must be approved by the City Administrator and Council and remain within budgetary limitations.

Section 3. Costs that may be anticipated for programs to improve efficiency, morale and higher level of skill shall be presented through the regular budgetary procedure by the head of the department.

Section 4. It is not the intent of this Article to replace, demote, transfer or terminate any City employee within the bargaining unit from classification they currently hold.

ARTICLE XXI. HISTORICAL BENEFITS-WORK RULES

Section 1. Nothing in this agreement is intended to nullify existing benefits that have existed during the life of this contract to employees under current policies and practices, unless specifically included in this contract.

Section 2. The union may participate in the formation and/or modification of work rules in the area of health and safety.

ARTICLE XXII. SAVINGS CLAUSE

Section 1. The provisions of this contract are declared to be severable, and if any section, subsection, sentence, clause, or phrase of this agreement shall for any reason be ruled to be invalid or unconstitutional or unlawful, such decision shall not effect the validity of the remaining section, sentences, clauses, and phrases of this agreement; but they shall remain in effect, it being the intent of the parties that this agreement shall stand, notwithstanding the invalidity of any part.

ARTICLE XXIII. TERMINATION

Section 1. This agreement shall become effective as of the first day of July, 1977 and shall remain in full force and effect until the 30th day of June, 1980.

Section 2. This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing not later than January 5th of each year, that it desires to terminate or modify this agreement.

Section 3. If the parties commence negotiations of a new contract, during any given year according to the terms of this Article, this contract shall remain in full force and effect during that period of negotiations.

DATED: this 27th day of January, 1977.

FOR THE CITY:

FOR THE UNION:

W. F. Spiros  
Mayor

Al Vall

Edwin S. Gray  
Administrator/Recorder

Ronald Bunker

Jean Elder