

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

RESOLUTION NO. 6
for 1977

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

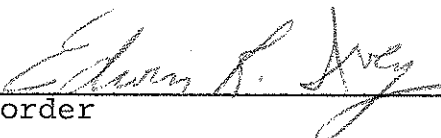
Section 1. That the Mayor and the Recorder of the City of
Lebanon are hereby authorized and directed to enter into a labor
contract with the Lebanon Police Association for the fiscal years
1977-79. A copy of said contract is attached hereto and made a
part hereof.

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
LEBANON POLICE ASSOCIATION LEBANON, OREGON

PREAMBLE

This contract is entered into as of July 1, 1977, between the City of Lebanon, Oregon, hereinafter referred to as the "City" and the Lebanon Police Association Lebanon, Oregon, hereinafter referred to as the "Association".

It is the intent and purpose of this contract to assure sound and mutually beneficial working conditions and economic relations between the City and the Association; to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the City and the Association, including, but not limited to, matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures, and other conditions of employment.

ARTICLE I. RECOGNITION

(A) The City recognizes the Association as the sole and exclusive bargaining agent for all members of the bargaining unit for the purpose of, but not limited to direct or indirect monetary benefits, hours, vacation, sick leave, grievance procedure, and other conditions of employment. Those members of the bargaining unit are defined as full-time, permanent employees as described in the position classification plan to be adopted by the City and by the positions delineated below:

- 1) Senior Police Officer
- 2) Police Officer
- 3) Communications Clerk
- 4) Parking Attendant
- 5) Records Clerk

(B) The parties recognize that the City will be hiring certain new employees under Federally funded programs. Because of the temporary nature of these programs, the City cannot guarantee permanent employee status to these employees. The temporary employees performing bargaining unit work shall receive the same wages and fringes as other employees, however, the continued employment of these employees shall be subject to Federal funds.

ARTICLE II. MANAGEMENT RIGHTS

(A) Except as otherwise specifically limited by the terms of this agreement, the City retains all of the customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with, or in any way incident to, its responsibility to manage the affairs of the City or any part of it. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

- 1) To direct and supervise all operations, functions and policies of the department in which the employees in the bargaining unit are employed;

- 2) To manage and direct the work force, including, but not limited to the right to determine the methods, processes and manner of performing work; the right to hire, promote, and retain employees; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies;
- 3) To determine the need for a reduction or an increase in the work force;
- 4) To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment;
- 5) To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards;
- 6) To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith or without just cause.

ARTICLE III. CITY SECURITY

(A) So long as this agreement remains in force, the Association 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.

(B) In the event of a strike, work stoppage, slow down, 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 Association will immediately, upon notification from the Mayor, City Administrator, or the City Council, attempt to secure an immediate and orderly return to work.

ARTICLE IV. ASSOCIATION SECURITY

(A) Employees shall have the right to form, join and participate in the activities of labor organizations of their own choosing for the purpose of representation and collective bargaining with their public employee on matters concerning employment relations.

(B) The City will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this contract because of membership in or legitimate activity as required in this contract on behalf of the members of this bargaining unit, nor will the City encourage membership in another union or association.

(C) The Association recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

(D) The provision of this contract will be applied equally to all employees in the bargaining unit without discrimination as to sex, age, marital status, race, color, creed, national origin, religion or political affiliation.

(E) The Association shall share equally with the City the responsibility for applying this provision of this contract.

ARTICLE V. SERVICE FEES AND CHECK OFF

(A) Any permanent employee who is a member of the bargaining unit and has not joined the Association within thirty (30) days of this agreement or within thirty (30) days of becoming a permanent employee shall have deducted from his/her pay by the City as a condition of employment, a monthly service fee in the uniform amount of dues to the Association. The service fee shall be segregated by the Association and used on a prorata basis solely to defray the cost for its services rendered in negotiation and administering this agreement. Service fee deductions shall be made only if accrued earnings are sufficient to cover the service fee after all other authorized deductions have been made.

(B) Any individual employee objection based on bonafide religious tenets or teachings of a church or a religious body of which such employee is a member will require the employee to inform the City and the Association of his/her objections. The employee will meet with representatives of the Association and establish a mutually satisfactory arrangement for distribution of membership dues to a non-religious charity.

(C) The City, when so authorized and directed by a member of the association in writing, will deduct Association dues from the wages of all such employees and remit the total amount due to the secretary-treasurer of the Association no later than the sixty (6th) day after payday each month.

(D) The City will not be held liable for check off errors, but will make proper adjustments with the Association for errors as soon as is practical. In no case shall such an adjustment extend beyond the following regular pay period.

ARTICLE VI. ASSOCIATION BUSINESS AND REPRESENTATION

Association members, not to exceed two, will not suffer a loss of pay as a result of attending meetings with the City for the purpose of negotiating contracts or under the grievance procedure. In all cases, the shift commander shall be given reasonable notice of when a member will be away from the duty station. The City reserves the right to reduce the amount of time thus paid when gross abuse of such procedure exists.

ARTICLE VII. HISTORICAL BENEFITS

(A) Agreements in the contract are not intended to nullify existing benefits to the employees under the City's current practice, unless specifically included in the contract.

(B) Notwithstanding a non-written historical benefit that has not been used during a period of four (4) years commencing July 1, 1977, shall cease to be interpreted as a historical benefit.

ARTICLE VIII. HOURS OF WORK

(A) The employees' regular work week shall consist of forty (40) hours. All employees shall be scheduled to work on a regular shift and each shift shall have a regular starting and quitting time, except for emergency situations.

(B) Shift schedules and shift changes will be posted at least fifteen (15) days in advance of the date such schedule is to take effect.

Article VIII continued:

(C) The Chief of Police reserves the right to assign personnel to work shifts deemed necessary, and further may assign personnel to work a different shift, under emergency situations, so long as the aforementioned forty (40) hour work week is not violated without proper compensation, through the payment of overtime pay or compensatory time off.

(D) Each employee on each shift shall receive one one-half hour for lunch break and two fifteen minute breaks per shift.

ARTICLE IX. OVERTIME

(A) Time and one-half the employee's regular rate of pay will be paid for work under any of the following conditions, but compensation will not be paid twice for the same hours:

- 1) All work performed in excess of any scheduled work day;
- 2) All work performed in excess of forty (40) hours in any work week;
- 3) Call back for emergency purposes outside the aforementioned scheduled work day/forty hour work week minimum time guaranteed for overtime compensation being one hour, but not limited thereto;
- 4) Court time outside the aforementioned scheduled work day/forty hour work week, or any other time the employee is not working within his regular scheduled shift. Minimum payment for court time is two (2) hours;
- 5) All overtime and call backs are to be authorized by management personnel or such other personnel as determined by the Chief of Police;
- 6) Employees may be granted compensatory time off for accrued overtime or receive monetary reimbursement at the same rate.

ARTICLE X. TRAVEL

When an employee is required to report for work at any location other than his established place of work, or whenever an employee, as part of his regular work or schools, training or other travel, is required to travel, utilizing his personal transportation, he will be paid at the rate of fourteen (14) cents per mile for all miles traveled.

ARTICLE XI. COMPENSATION

(A) Effective July 1, 1977, employees covered by this contract will receive compensation for each month of continuous service in accordance with the following salary schedule:

Article XI continued:

<u>DEPT. CLASSIF:</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Incentive</u>	
	Base	(6 mo)	(1 Yr)	(1 Yr)	<u>4A</u> (1 Yr + 90 hrs)	<u>4B</u> (1 Yr + 180 hrs)
Sr. Police Officer	\$1,027	\$1,084	\$1,141	\$1,197	\$1,227	\$1,258
Police Officer	1,002	1,059	1,116	1,172	1,201	1,231
Clerk/Park Attend. Records Clerk	610	666	723	780	800	820

Rates established above are based on a six percent (6%) salary increase for the fiscal period of 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 Association 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 City shall pay shift differential per the following:

- 1) Swing shift (shift number three), shall be compensated at ten (10) cents per hour additional;
- 2) Graveyard shift (shift number one), shall be compensated at fifteen (15) cents per hour additional.

ARTICLE XII. HEALTH AND WELFARE

(A) 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 programs equal to, or better than the current Blue Cross Program.

(B) The City will pay all insurance costs per employee and dependents, equal to, or better than, the existing Dental, Life Insurance, and mandatory insurance programs. The current \$2,000 Group Life Insurance, which the City presently has, is to become an optional insurance for employees in the Police bargaining unit.

(C) A short 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.

(D) On the job injury insurance: Employees who sustain injury or illness compensable by Workmen's Compensation, and who are unable to perform their normal duties, will be paid the difference between their regular salary and compensation benefits for lost time for a period of ninety (90) calendar days following the injury or illness. If an employee is to be off beyond ninety (90) days as a result of a work injury, accrued days of sick leave, vacation, holiday credits or comp. time, may

Article XII continued:

be applied to supplement the employee's insured disability income until such leave is exhausted. Medical progress reports may be required prior to approval of such payments. In no instance shall the employee receive compensation in excess of his regular take home pay during the period of disability.

ARTICLE XIII. VACATION

(A) All permanent full-time employees of the Police and Communications departments will be entitled to and encouraged to take vacation with pay during each year of employment. Vacation time will progress in days per the following schedule:

YEARS	VACATION	YEARS	VACATION
1	2 weeks	6	3 weeks and 1 day
2	2 weeks and 1 day	7	3 weeks and 2 days
3	2 weeks and 2 days	8	3 weeks and 3 days
4	2 weeks and 3 days	9	3 weeks and 4 days
5	3 weeks	10	4 weeks

(B) An employee may not accumulate vacation leave in excess of one and one-half times the vacation leave he was entitled to during the previous employment year.

(C) New employees shall not be eligible for vacation leave during their first six (6) months of employment, although vacation leave shall accrue from the beginning of employment. An employee who terminates during the initial six (6) months of his employment or during his probationary period shall not be entitled to vacation leave pay. Upon termination of employment a full-time employee who has completed at least six (6) full payroll months of continuous service shall receive pay for vacation credits earned, but not taken in the current year, plus vacation pay for each full payroll month worked during the year of termination.

(D) Scheduling of vacations shall be approved by the Chief of Police. Vacation periods granted shall have due consideration given to (a) minimum interference with City business, and (b) seniority within the department. Employees shall make their vacation requests at least thirty (30) days prior to the beginning of the date of their vacation.

(E) If the employee chooses more than one vacation period he may not exercise seniority or choice of the second, third, etc. vacation period until all employees with less seniority in the department have exercised their seniority in a similar manner.

ARTICLE XIV. RETIREMENT

The City will continue to participate in the Public Employees Retirement System, or its successor.

ARTICLE XV. HOLIDAYS

(A) The following paid holidays will be recognized and observed by date so recongized and approved by the City:

- | | |
|--------------------------|--|
| 1) New Years | 6) Labor Day |
| 2) Lincoln's Birthday | 7) Veteran's Day |
| 3) Washington's Birthday | 8) Thanksgiving Day |
| 4) Memorial Day | 9) Christmas Day |
| 5) Independence Day | 10) Employee's personal holiday
(see (D) next page) |

Article XV continued:

(B) Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Whenever a holiday shall fall on Sunday, the succeeding Monday shall be observed as a holiday, except for the employees in continuous operation. Whenever a holiday shall fall on Saturday the preceeding Friday shall be observed as a holiday except for the employees in continuous operation. Should an employee be on authorized paid leave when a holiday occurs, such holiday shall not be charge against such leave.

(C) If an employee works on any of the holidays listed above, the employee will be paid for all hours worked at the rate of one and one-half times his/her regular rate of pay, in addition to the pay received under terms of section (B) above.

(D) Permanent, full-time employees will receive one personal holiday with pay at the employee's regular rate of pay. This holiday may be taken any time during the year, but must be coordinated with management to be taken at a time that is convenient to both the employee and to the manning needs of the department.

ARTICLE XVI. SICK LEAVE

(A) Sick leave will be accrued at the rate of one (1) day per month, beginning with employee's date of hire. Maximum accrual being one hundred-twenty (120) days. Sick leave may be used from the employee's initial date of hire.

(B) Unused sick leave shall not be compensated upon termination except in the following circumstance:

ORS 237.153 outlines the use of fifty percent (50%) of accrued sick leave to be used in the calculation of the final retirement benefit.

The City hereby agrees to participate in this program.

(C) Sick leave will be allowed:

- 1) When an employee is unable to work because of illness or off the job injury but not for disability resulting from outside employment;
- 2) A serious illness in the immediate family as defined in Article XXI (A) when authorized.

(D) Misuse of sick leave is grounds for dismissal.

(E) The City may require a doctor's verification of illness, if deemed necessary.

(F) The City herein agrees to allow an additional ten (10) days of sick leave to an individual in the bargaining unit that has exhausted his sick leave. The following conditions and criteria must be met:

- 1) The members of the bargaining unit may, by a majority vote, donate ten (10) days of accrued collective sick leave to be used by such individual;
- 2) The Chief of Police has final authority to approve such a donation. His determination will be based on, in his judgment, the need of the individual to receive such sick leave, and also the determination as to the depletion of any given member's own accrued sick leave.

ARTICLE XVII. MILITARY TRAINING

Military leave shall be granted in accordance with the Oregon Revised Statutes ORS 408.210 through 408.290.

ARTICLE XVIII. MATERNITY LEAVE

(A) Maternity leave without pay, not to exceed one year, may be granted at the request of the employee.

(B) Maternity leave may be extended or renewed.

ARTICLE XIX. LEAVE OF ABSENCE

(A) A permanent employee may be granted a leave of absence without pay for up to ninety (90) days when the work of the department will not be seriously handicapped by the employee's absence. Requests for such leave must be in writing and must establish reasonable justification for the approval by the Police Chief or City Administrator. Leaves of absence for longer than two weeks must be approved by the City Administrator.

(B) Employees shall be granted leave with full pay whenever they are required to report for jury duty or jury service. Any pay received for this jury duty shall be turned over to the City.

ARTICLE XX. EDUCATIONAL LEAVE OF ABSENCE

(A) After completing one year of service, an employee, upon request, may be granted a leave of absence, without pay, for educational purposes at an accredited school, when it is related to his/her employment.

(B) The period of such leave of absence shall not exceed twelve (12) consecutive months.

(C) Additional renewal of educational leave of absence, after the initial twelve (12) consecutive months, may be granted by the City Administrator.

ARTICLE XXI. COMPASSIONATE LEAVE OF ABSENCE

(A) In the event of notification of pending death or death in the immediate family, (husband, wife, mother, father, son, daughter, step-children, sister, brother, mother-in-law, father-in-law, grandfather, grandmother), the Chief of Police may grant sufficient time off with pay to make funeral arrangements, if necessary and to attend the funeral. A maximum of five (5) calendar days per year may be granted, if warranted, and such leave shall not be charged to sick leave accumulation.

(B) Leave with pay of up to four (4) hours may be granted when an employee serves as a pall bearer.

ARTICLE XXII. UNIFORMS AND EQUIPMENT

Authorized uniforms and equipment will be furnished by the City to each employee with replacement of the same when necessary, through wear, destruction or changing of the uniform or equipment.

ARTICLE XXIII. CLEANING

Uniform cleaning will be furnished by the City. Such cleaning shall not be limited to duty uniforms. Necessary dry cleaning of authorized uniforms will continue in accordance with past, or otherwise approved Police practices.

ARTICLE XXIV. STANDBY

(A) Employees who are required to remain by a telephone, subject to call to duty, until relieved by their supervisor, shall be entitled to standby compensation. Standby orders shall be given only by supervisory personnel outside the bargaining unit.

(B) Compensation for standby duty will be granted at the rate of one (1) hour of payment at the employee's normal rate of pay, for each six (6) hours of standby duty.

ARTICLE XXV. INCENTIVE EDUCATION

(A) Incentive to recognize Police professional achievement will be paid as follows:

- 1) 2.5% salary increase for each ninety (90) college credit hours achieved in obtaining intermediate or advanced Board on Police Standards and Training Certification and Criminal Justice College Courses. Such incentive allowances will be received annually, provided the employee:
 - a) maintains an active Certificate of his last level of BPST Certification;
 - b) completes a minimum of three (3) college credit hours during the previous year.

This incentive program is reflected in Article XI Compensation of this contract.

(B) Educational Reimbursement:

- 1) The City of Lebanon shall encourage the employees to continue to develop themselves through special training and academic courses. The City of Lebanon will participate in an educational reimbursement program as follows, so long as the employee has made use of all available Law Enforcement Program Funds;
- 2) Where LEEP or a successor to this program pays for the cost of tuition, but not the books, the City of Lebanon shall reimburse the employee for the cost of the books at the flat rate of \$5.00 per credit hour to a maximum of twelve (12) credit hours per term;
- 3) Where LEEP funds are not available to the employee, the City of Lebanon shall pay for books at the above rate and fifty percent (50%) of the cost of tuition up to \$100 maximum per college term;
- 4) To receive payment the employee must submit to the Chief of Police proof of completion of the course with a grade of "C" or better;

Article XXV continued:

The course must have been approved by the Chief of Police prior to taking the course. All college classes that apply to an AA, AS, BA or BS in Criminal Justice shall be considered eligible courses;

- 5) In the event that the employee leaves the employ of the City of Lebanon prior to completion of one (1) year of service and after completion of course, the reimbursement will be deducted from his final pay check;
- 6) The full cost of tuition and books will be paid by the City of Lebanon for all courses taken at the request of the City of Lebanon.

ARTICLE XXVI. GRIEVANCE AND ARBITRATION PROCEDURES

(A) For the purpose of this contract, a grievance is defined as a dispute about meaning or interpretation of a particular clause of this contract or about an alleged violation of the contract.

(B) Grievance 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. Remedial action or request;
- c. The section of the contract to which the grievance relates.

The grievance will be submitted by the employee at the beginning of the next regular work shift to the first level of supervision outside the bargaining unit, with a copy to the department head and the City Administrator. If the grievance cannot be solved 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 Chief of Police with a copy to the City Administrator and City Council. The Chief of Police and the City Administrator shall meet with the aggrieved party, the Association representative, and at the City Administrator's option, the full City Council, and shall render a decision within ten (10) days, excluding Saturdays, Sundays, and Holidays. If the grievance cannot be resolved within this period of time, it shall be forwarded to Step 3.

Step 3. The City and the Association will jointly request a mediator from the Public Employees Relations Board. Any cost incurred shall be shared equally by the City and the Association. The mediator shall have ten (10) days from the date of the appointment to investigate the grievance and shall then make recommendations to both parties. If the grievance is still not resolved, it shall be submitted to Step 4.

Article XXVI continued:

Step 4. Fact finding. The City and the Association will jointly request three fact finders from the Public Employees Relations Board. Any cost incurred shall be shared equally by the City and the Association. The fact finders shall have ten (10) days from the date of the appointment to investigate the grievance and shall then make recommendations to both parties. If the grievance is still not resolved it shall be submitted to Step 5.

Step 5. 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 Association strikes the first name. The one name remaining after such 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) calendar days. The power of the arbitrator shall be limited to the interpreting of this contract in determining if it has been violated. The decision shall be binding on both parties. The cost of arbitration shall be shared equally by the parties.

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

(D) A grievance may be terminated at any time upon receipt of a signed statement from the employee or from the Association that the matter has been resolved.

(E) Information grievances may be processed by a meeting between the aggrieved party and a member of the command structure outside the bargaining unit. Should said informal grievance be resolved at this point, the grievance shall be reduced to writing for informational purposes only and filed with the Association and the City. No further grievance action will be taken, if the grievance is satisfactorily resolved at this point.

ARTICLE XXVII. LAYOFF

(A) If the City should reduce its work force, layoffs shall be made within each job classification in the department on the basis of seniority and special skills. A layoff out of the inverse order of seniority may be made if in the City's judgment retention of special job skills is required.

(B) 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 pertinent division provided he has the qualifications to perform the new job. Provided further, that the employee filling that position has less City seniority.

(C) The City agrees to notify the Association and the employees, 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.

(D) 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 year. Seniority shall not prevail in this instance.

Article XXVII continued:

(E) Any employee covered by this agreement who may be on a layoff due to force reduction shall be notified of the vacancy and privileged to return to work before any outside person is given employment, provided that such employees are competent to fill existing vacancies for a period of fourteen (14) months from the date of layoff.

(F) It shall be the responsibility of the employees laid off to keep the City informed of the address at which they 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 of the receipt of the notification by the City, unless prevented by just cause from reporting within that time period. An employee who fails to accept re-employment when offered by the City in accordance with provisions of this Article shall be deemed to have forfeited all rights hereunder.

(G) Employees laid off shall, if re-employed within fourteen (14) months, be paid at the wage rate for their period of service at the time of layoff in the classification at which re-employed.

(H) 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 payments.

(I) Employees returning to work after fourteen (14) months layoff or more shall be placed in the wage schedule justified by their former experience and service with the City.

(J) Employees accepting demotions for the purpose of maintaining continuation of employment shall receive corresponding wage rate for the period of service in the classification which he or she may be transferred.

ARTICLE XXVIII. SENIORITY

(A) City seniority is a length of continuous service worked by an employee for the City. City seniority shall apply in determining the order of preference in vacations.

(B) Departmental seniority is a length of continuous service worked by an employee in a department. Departmental seniority shall apply in determining days off, promotions, layoffs and rehire.

(C) The City will make available to the Association, on or about the first of July of each year, an updated list of present employees which provides sufficient information to determine seniority. This list may then be posted conspicuously so as to be available to the members of the bargaining unit.

ARTICLE XXIX. SAVINGS

Provisions of this contract are declared to be severable and if any section, subsection, sentence, clause, or phrase of this contract shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining section, sentence, clauses, and phrases of this agreement; but they shall remain in effect. It is the intent of the parties that this contract shall stand notwithstanding the invalidity of any part.

ARTICLE XXX. DURATION OF AGREEMENT

(A) This contract is effective July 1, 1977 and shall continue in full force to and including June 30, 1979. This contract will be automatically renewed from year to year hereinafter unless either party notifies the other in writing not later than January 1st each year that they desire to terminate, modify or bargain the contract.

(B) In the event that both parties find any non-cost section of this contract mutually unacceptable the parties may develop a joint administrative memorandum to define the new procedure under which they both agree to operate.

(C) This contract may be opened at any time during the duration thereof by mutual agreement of both parties.

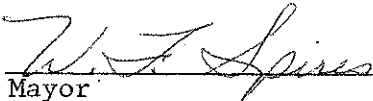
ARTICLE XXXI.

This contract is not contingent upon passing of the City budget.

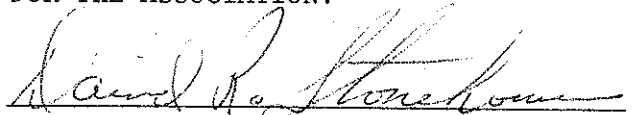
DATED this 27th day of January, 1977.

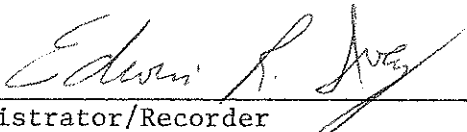
FOR THE CITY:

FOR THE ASSOCIATION:



Mayor





Administrator/Recorder