

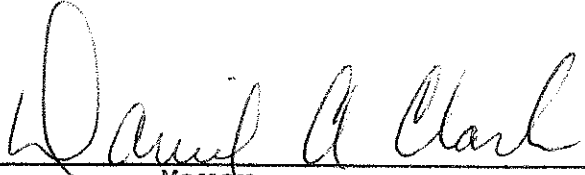
A RESOLUTION AUTHORIZING THE MAYOR AND )  
RECORDER TO ENTER INTO A LABOR CONTRACT. )

RESOLUTION NO. 3  
for 1979

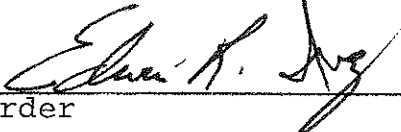
BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LEBANON,  
AS FOLLOWS:

Section 1. That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to enter into a labor contract with the International Association of Firefighters, AFL-CIO, Local 2163, for the fiscal years 1979-81. 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 24th day of January, 1979.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Recorder

AGREEMENT BETWEEN THE CITY OF LEBANON, OREGON  
AND  
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
AFL-CIO, LOCAL 2163, FOR THE FISCAL YEARS 1979-81

AGREEMENT AND PURPOSE

THIS AGREEMENT is entered into as of July 1, 1979 between the City of Lebanon, Oregon, hereinafter referred to as the "City" and the International Association of Firefighters, Local No. 2163, hereinafter referred to as the "Union". It is the purpose of this document to set forth the full agreement between the above mentioned parties. This is a two (2) year agreement.

ARTICLE I. RECOGNITION

Section 1. The City of Lebanon recognizes Local No. 2163, IAFF, AFL-CIO, as the sole and exclusive bargaining agent for all members of the bargaining unit as determined by the City Council in accordance with the regulations of the Employee Relations Board, with respect to wages, hours and other conditions of employment.

Section 2. Both parties agree that this agreement shall apply equally to all members of the unit. The parties agree not to discriminate on the basis of race, sex, color, creed, national origin or political affiliation.

Section 3. The job classifications in the bargaining unit are as follows:

Fire Department:	Captain
	Engineer/Firefighter
	Firefighter
	Firefighter (trainee)
Ambulance Division:	Lieutenant
	Paramedic/E.M.T.

ARTICLE II. UNION SECURITY

Section 1. The City agrees to deduct, by the tenth (10th) of each month, dues and assessments in an amount certified to be current by the treasurer of the Union from the pay of those employees who individually request in writing, on the form outlined in Appendix "A" which by this reference, is incorporated with and made a part of this contract, that such deductions be made. The total amount of deductions shall be remitted, each month, by the City to the treasurer of the Union. This authorization shall remain in full force and effect during the term of this agreement.

Section 2. Any person who is employed as a permanent employee of the City at the time of implementation of this agreement and who thereafter joins the Union shall remain a member of such Union as a condition of continued employment, provided that no employee's employment may be terminated for non-membership in the Union if he has continued to tender the fees required for membership.

Any employee hired by the City after the date of implementation of this agreement

shall, within thirty (30) days become and remain a member of the Union as a condition of continued employment, provided that no employee's employment may be terminated for non-membership in the Union if he has continued to tender the fees required for membership.

This agreement recognizes the rights of non-association employees based on bonafide religious tenents or teachings of a Church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular union dues and initiation fees and assessments to a non-religious organization mutually agreed upon by the affected employee and the treasurer of the Union. The employee shall pay above stated fees to the treasurer and the treasurer shall forward to said organizat

### ARTICLE III. CITY SECURITY

The Union agrees that during the term of this contract, its membership will not participate in a strike, work stoppage, slow-down or interruption of City services.

### ARTICLE IV. MANAGEMENT RIGHTS

Section 1. 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:

- a) To determine the services to be rendered to the citizens of the City;
- b) To determine and to follow the City's financial, budgetary, and accounting procedures, in compliance with ORS Statutes;
- c) To direct and supervise all operations, functions and policies of the department in which the employees in the bargaining unit are employed;
- d) To manage and direct the work force, including, but not limited to, the right to hire, promote and retain employees; the right to determine schedules of work; and the right to determine the methods, processes, quality, and manner of performing work;
- e) To determine the need for a reduction or an increase in the work force;
- f) To establish, revise and implement standards for hiring, classification, promotion, materials and equipment;
- g) To implement new and discard old equipment, materials and facilities;
- h) To contract or subcontract work as may be determined by the City;
- i) To assign shifts, workdays, hours of work and work locations. When an individual employee must be transferred to a shift other than his normal duty shift, the employee shall be given no less than twenty-four (24) hours notice of such change;
- j) To designate and assign work duties;

Article IV. (continued):

k) To determine the need for and the qualifications of new employees, transfers and promotions with procedures set forth in this contract;

l) To discipline, suspend, demote or discharge an employee so long as such action is not arbitrary, in bad faith, or without just cause;

m) To determine the need for additional training programs, on-the-job training, and cross-training and to assign employees to such duties for such periods to be determined by the City;

n) To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards;

o) Nothing in this clause shall have the effect of nullifying agreements entered into in other sections of this agreement.

ARTICLE V. WORK RULES

Section 1. For the purpose of establishing continued harmony and strong relations, the Union shall participate in the formation and/or modification of work rules.

ARTICLE VI. OVERTIME

Section 1. The normal work schedule for employees covered under this agreement is fifty-six (56) hours per week, on a 24 hours on-duty, and 48 hours off-duty basis. A normal work day is 7:00 a.m. to 7:00 a.m. Eligible employees, who are required to work more than the above schedule shall be paid for such extra hours at the rate of one and one-half (1 1/2) times their regular rate of pay, computed on a forty (40) hour work week, for (4) week month formula: gross monthly pay ÷ 160 hours base hourly rate. Base hour rate x 1.5 = overtime rate.

Section 2. The City reserves the right to determine when overtime is to be worked and in what classification, consistent with good safety standards. When non-emergency overtime is required, it shall be offered to permanent employees on a classification basis, except when special skills are required to perform the work. The employee retains the right to refuse any non-emergency overtime offered to him.

Section 3. A minimum of one (1) hour overtime pay shall be guaranteed when an employee is called back to work outside his regular work hours. Overtime shall be computed to the nearest one-half (1/2) hours. When an employee is called to work outside his regular work hours on any of the specified holidays, overtime will be paid at the rate of two and one-half (2 1/2) times the regular computed hourly rate for overtime, with a guarantee of a minimum of one (1) hour. For the purpose of clarification, the overtime hour or hours shall be:

1 hour guaranteed  
1 hour to 1 hour 15 minutes (inclusive) = 1 hour  
1 hour 16 minutes to 1 hour 45 minutes (inclusive) = 1 1/2 hours  
1 hour 46 minutes to 2 hours (inclusive) = 2 hours  
and so on and so forth

Section 4. The following overtime callback procedural roster (by classification)

Article VI (continued):

shall be used only when, at the judgment of the City, the callback of off duty personnel is necessary:

- No. 1 - Captain Vacancy
  - A. Off duty Captains
  - B. Qualified personnel
  
- No. 2 - Engineer's Vacancy
  - A. Qualified personnel
  
- No. 3 - Lieutenant Vacancy
  - A. Qualified personnel
  
- No. 4 - Paramedic/EMT Vacancy
  - A. Qualified personnel
  
- No. 5 - Firefighters Vacancy
  - A. Qualified personnel

Section 5. All overtime compensation shall be in the form of compensatory time off or cash. An employee shall, at his option, designate at the time earned, which option will be selected. All overtime paid will be at the rate earned. Employees may accrue up to a maximum of 100 hours of compensatory time. When maximum accrual occurs an employee will utilize fifty (50) hours of total accrual in twelve (12) hour blocks or more. Employees shall have the right to utilize the first fifty (50) hours of accrued time in blocks of one hour or more at anytime of their choosing, so long as the use thereof will not require the department to pay overtime in order to maintain the minimum manning standards outlined in Article VII, Section 1, of this agreement. Notification of intent to use compensatory time must be made to the person in charge of the shift.

ARTICLE VII. MAINTENANCE OF MANPOWER

Section 1. The City shall provide at least two (2) full-time firefighters per shift, for the purpose of responding on the first engine company. In the event that one of these members is not available for any reason to respond to a call, the Fire Chief or the delegated officer in charge, will make provision in order to maintain the minimum engine response of two (2) qualified men. If either of these individuals are assigned to field work they shall be provided with transportation and firefighting gear and be available at all times by radio to respond immediately to an alarm. In the event of lay-off due to budgetary difficulties, this section shall be nullified; however, if personnel who have been layed-off should return to work, this section shall be reinstated.

Section 2. In the event that a position becomes vacant, and the procedures for transfer are not applicable, overtime shall be offered to off-duty personnel as prescribed in this agreement; however, in the event that there is not an employee who wishes to voluntarily work the overtime, the Chief or his designate may appoint an individual to work such overtime.

Section 3. Personnel going off duty or coming on duty shall report to the officer in charge. In the event that the personnel replacing off going duty personnel, for

Article VII (continued):

any reason cannot report for duty at the regularly scheduled time, the shift officer can hold the person being replaced up to one hour while arranging for replacement. Such time shall be paid as overtime.

ARTICLE VIII. SENIORITY

Section 1. Seniority means a permanent employee's length of continuous service with the department since his last date of hire. An employee who has not completed six (6) months of continuous employment (the period of probation) shall not be considered to have seniority. A letter will be placed in the employee's personnel file establishing his date of hire.

A. Preference on vacation scheduling shall be by seniority, but in no instance can a junior man be bumped from his vacation sixty (60) days or less before his vacation is to start, without his consent.

B. In the event of layoff, employees shall be laid off in the inverse order of their seniority. Recalls from layoffs shall be made according to seniority. No new employees may be hired in the department until all laid off employees have been given an opportunity to return. The City may require the successful completion of a medical examination as a prerequisite of returning to work following a layoff.

C. Seniority will be considered a factor in determining promotional eligibility and in promotional examinations.

Section 2. An employee shall lose all seniority credit in the event of:

- A. Voluntarily quitting;
- B. Discharge;
- C. Failure to return from layoff within fourteen (14) calendar days following notification;
- D. Layoff of more than two (2) years;
- E. Failure to return from leave of absence within three (3) calendar days following the expiration of such leave after the City has made a reasonable effort to notify the employee of such expiration.

Section 3. In the event of a shift change or job assignment, such changes will be done by classification and by seniority within classification. In the event that this cannot be accomplished, it shall be done on a departmental seniority basis.

ARTICLE IX. UNIFORMS AND PROTECTIVE CLOTHING

Section 1. Uniforms shall be furnished by the City. It shall be the responsibility of each person issued uniforms to clean and care for uniforms issued. Any savings derive by the City not having to pay the costs for cleaning uniforms shall be computed into the salary settlement set forth in this contract.

Section 2. The selection and purchase of uniforms and protective clothing will be the responsibility of the Fire Chief. However, the Fire Chief will notify the Union Safety Committee of his intent to perform such action, and the Union will have ten (10) days, excluding weekends and holidays, to submit any recommendations with regard to quality, quantity and brand of clothing.

ARTICLE X. UNION REPRESENTATION

Section 1. Union representatives shall not suffer a loss of pay as a result of attending meetings with the City for the purpose of negotiating labor agreements or under the grievance procedure.

Section 2. In all cases, the shift commander shall be given reasonable notice of when such a representative will be away from the duty station. The City reserves the right, after proper notice to the Union, to reduce the amount of time thus paid for when, in the judgment of the City such privilege is being abused.

Section 3. Allowed shifts off:

A. The City will allow up to ten (10) shifts per year to the Union for the officers to attend Union functions other than those listed above;

B. If all allowed shifts are not used in a given year, up to four (4) shifts may be carried over to the next year, provided that at no time shall the maximum allowable shifts exceed fourteen (14).

C. The City agrees to grant one (1) paid shift leave per year to the Union for the conduct of union business or attendance at meetings.

ARTICLE XI. WAGES AND SALARY COMPENSATION

Section 1. Wages for employees covered by this agreement shall be in accordance with the following schedule:

	<u>monthly:</u>	
Firefighter (trainee)	\$1,040	\$1,131 (6 months - after successful completion of probation)
Firefighter	1,272	18 months
Firefighter/Engineer	1,350	30 months
Paramedic/EMT	1,350	by appointment
Lieutenant	1,442	by appointment
Captain	1,517	by appointment

The above salary rates reflect the period covering July 1, 1979 - June 30, 1980 and comply with the wage guidelines established by President Carter on October 24, 1978. It is agreed herein that should the President withdraw his request for compliance to these wage guidelines during the first year of this contract, that the City will agree to a request from the Union to reopen this section of the contract.

During the second year of this contract, July 1, 1980 - June 30, 1981, the City agrees on July 1, 1980 to increase the salary ranges above by seven percent (7%). The City further agrees to provide an additional salary adjustment July 1, 1980 to reflect the difference if any, between seven percent (7%) and the Portland CPI from July 1979 to July 1980.

The City further agrees that an additional cost of living increase for the period of July 1980 to January 1981 based on the Portland CPI for that period will be given January 1981.

If the City is forced via binding arbitration to settle with any other bargaining unit outside of the guidelines, it is herein agreed to open this Article for negotiation.

## ARTICLE XII. SICK LEAVE

Section 1. Employees covered under this agreement shall be credited with eighteen (18) hours sick leave for each full month worked and will utilize twenty-four (24) hours for each shift taken on sick leave. Maximum accrual of sick leave will be one thousand four hundred forty (1440) hours. Any excess of the maximum can be sold back to the City on the following basis: for each eighteen (18) hours earned, eight (8) hours can be sold back at the rate earned. Sick leave shall not accrue during any leave of absence without pay for more than fifteen (15) days. Accrued sick leave shall be used when necessary for injuries or illness and misuse will constitute immediate grounds for appropriate disciplinary action.

Section 2. Sick leave will be allowed when an employee is unable to work because of illness or accident causing personal disability. When an employee must be away from the job because of serious illness in the immediate family, such time off may be granted by the department head and charged against sick leave time. Sick leave shall not be used as a result of minor illness or for extended serious illness in the employee's family.

Section 3. Employees shall be charged for the use of their sick leave in the following ways:

A. When an employee must be off because of illness or accident causing personal disability, he shall be charged sixteen (16) hours or two (2) eight (8) hour regular working days (per shift missed);

B. When an employee must be off one (1) shift because of illness in the immediate family, he shall be charged sixteen (16) hours or two (2) eight (8) hour regular working days (per shift missed);

C. When an employee must be off as a result of on-the-job-injury, job related or induced illness, he will be charged one (1) eight (8) hour regular working day or eight (8) hours for each shift missed. Use of sick leave for one-the-job injuries will start after the six month period allowed in Article XVIII.

Section 4. Upon retirement or termination due to disability, the City shall comply with ORS 237.153.

Section 5. In the event that an employee should lose his life in the line of duty, fifty percent (50%) of all unused sick leave shall be granted to the employee's beneficiary by the City using the formula of total sick leave hours times hourly rate based on a forty (40) hour week.

## ARTICLE XIII. COMPASSIONATE LEAVE

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



#### ARTICLE XIV. MILITARY LEAVE

A permanent or probationary employee with six (6) months' service with the City who is a member of the National Guard or Reserve component of the Armed Forces of the United States is entitled to a leave of absence for a period not to exceed fifteen (15) calendar days in any calendar year. Such leave shall be granted without loss of pay or other leave and without impairment of other rights or benefits to which he is entitled providing the employee receives bonafide orders to active or training duty for a temporary period and providing he returns to his position immediately upon expiration of the period for which he was ordered to duty. Leave without pay shall be allowed in accordance with Oregon State Laws for employees entering military service for extended or indefinite periods of active duty.

#### ARTICLE XV. WITNESS OR JURY DUTY

When an employee is called for jury duty or is subpoenaed as a witness under circumstances beyond his control and where such duties can be construed to be in public interest, he will be continued at full salary for the period of 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 with pay. Employees will be expected to report to work when less than a normal work day is required by jury or witness duties.

#### ARTICLE XVI. LEAVE WITHOUT PAY

A permanent employee may be granted leave of absence without pay up to one (1) year. Request for such leave must be in writing and must establish reasonable justification for the approval by the Fire Chief or City Administrator. Leaves of absence for longer than two (2) weeks must be approved by the City Administrator. Abuse of this privilege will be grounds for termination.

#### ARTICLE XVII. OUTSIDE EMPLOYMENT

Section 1. Employees gainfully employed other than with the City shall advise the Fire Chief of such employment preferably prior to starting work, but in no case later than five (5) days after employment commences. Forms for this purpose shall be provided by the City. Outside employment must:

- A. Be compatible with the employee's regular work hours;
- B. In no way detract from the efficiency of the employee in his City work;
- C. In no way be a discredit to City employment;
- D. Must not take preference over extra duty required by City employment.

Section 2. Part-time employees of the City will not be subject to the provisions of this rule.

#### ARTICLE XVIII. INDUSTRIAL ACCIDENTS AND ILLNESS

Section 1. The City provides insurance coverage for all employees through the State Accident Insurance Fund (formerly State Compensation Board) for injuries and illnesses arising out of and in the course of employment with the City of Lebanon.

Article XVIII. Section 1 (continued):

When an employee must take time off from work as a result of such injury or illness, he shall receive compensation as scheduled by the State Accident Insurance Board. Employees shall turn over to the City any monies received from the State Accident Insurance Fund and the City shall issue the employee a check for his full monthly salary. This shall not exceed a period of six (6) months. In exceptional circumstances, use of accrued sick leave for payments beyond the six (6) months may be approved by the City Administrator. Medical progress reports may be required prior to the approval of such payments.

Section 2. During any period of workmen's compensation related disability absence from regular employment, all existing levels of sick leave and vacation benefits will be frozen from further accrual until employee returns to work.

Section 3. It is agreed herein as a condition of the City providing continued coverage for full time employees in the bargaining unit under the United Pacific Insurance policy pertaining to disability, that any rate increase experienced from the current level (1978-79 fiscal year) will be borne proportionately by the Union and the City.

ARTICLE XIX. HEALTH BENEFITS TO EMPLOYEES

Section 1. The City will provide to the members and dependants of the bargaining unit during the duration of this contract the following health benefits at no cost to the employee:

- A. Blue Cross Health Insurance (League of Oregon Cities Plan III)
- B. Blue Cross Dental Insurance (League of Oregon Cities Plan III)
- C. Blue Cross Orthodontic Supplement to Dental Insurance (LOC Plan)
- D. Blue Cross Vision Care (League of Oregon Cities U.C.R. Plan)

Section 2. The City will provide insurance coverage equal to or better than the existing life insurance, and mandatory insurance programs.

ARTICLE XX. VACATIONS AND HOLIDAYS

Section 1. After one (1) continuous year of employment, employees covered under this agreement shall receive the following number of shifts off per year for vacation and holiday allowance:

- 1 - 5 years of service - 9 shifts
- 5 -10 years of service - 10 shifts
- Over 10 years of service - 12 shifts

Section 2. Personnel shall be encouraged to take their vacation between the twelve (12) months immediately following the year in which vacation is earned. Vacation time may be accrued and carried over in the following year at the rate of one-half (1/2) total earned vacation for the year. At no time may time carried over be used to count in the following year carry over.

ARTICLE XXI. RETIREMENT

The City of Lebanon shall participate in a retirement program for Firefighters at no less benefit than the retirement plan presently in effect with the Public Employees Retirement System, or its successor.

## ARTICLE XXII. GRIEVANCE PROCEDURE

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.

Section 2. Grievances will be processed in the following manner and within the following time limits. All time limits specified herein exclude Saturdays, Sundays, and holidays.

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 to the Fire Chief or his designate within five (5) calendar days, excluding Saturdays, Sundays and holidays.

If the grievance cannot be resolved within ten (10) days, it shall be submitted to the Union 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 by the Fire Chief or his designate to the City Administrator. The Fire Chief shall meet with the aggrieved party, the Union representative or his designate, and the City Administrator or his designate. A decision shall be rendered within ten (10) calendar days, excluding weekends and holidays. If the grievance cannot be resolved within ten (10) calendar days, excluding weekends and holidays, it shall be forwarded to Step 3. If the aggrieved party is not satisfied with this decision he may at his option, appeal any decision rendered in Step 2 to the City Council within fifteen (15) days of said decision. Election of this option by the aggrieved party will not alter the time limits given in this Article unless it is mutually waived by both parties.

Step 3. Mediation. The City and the Union will jointly request a mediator from the Employee Relations Board. The mediator shall have ten (10) days from the date of his 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.

Step 4. Arbitration. An arbitration shall be selected in the following manner: A list of five (5) members of the American Arbitration Assoc. shall be requested and the parties shall alternately strike one (1) name from the list until only one (1) name is left. The toss of a coin shall determine whether City or Union strikes the first name. The one (1) name remaining following striking shall be the arbitrator. One (1) day will be allowed for the striking of each name. The arbitrator shall render a decision in ten (10) calendar days. The powers of the arbitrator shall be limited to interpreting this agreement and determining if it has been violated. The decision shall be binding on both parties. The costs of arbitration shall be shared equally by the parties up to \$500 per grievance. Additional arbitration costs above \$500 shall be paid by the City.

Article XII (continued):

Section 3. Any or all 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 waivers shall constitute abandonment of the grievance. Failure of the City to comply with these time limits without a waiver from both parties shall constitute acceptance of the aggrieved party's requested remedial action.

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 XXIII. HISTORICAL BENEFITS

Section 1. Agreements in this contract are not intended to nullify existing benefits to employees under the City's current practices unless specifically included in this agreement.

Section 2. Any benefit not used since July 1, 1974 will not qualify as a historical benefit.

ARTICLE XXIV. EDUCATION INCENTIVE PROGRAM

Section 1. Education Incentive pay shall be granted by the City to all eligible employees. As specified below, an employee will receive one-fourth (1/4) of one percent (1%) (.025) for each step in that level of certification as outlined by the Fire Standards and Accreditation Board and Emergency Medical Services of the State of Oregon. All requests for Education Incentive pay shall be submitted on the proper form prior to the 24th of the month following completion of any given step. Payment will be made on the next regular payday.

Section 2. A board consisting of the Fire Chief and a representative of the Union shall be responsible for the overall plan of maintaining skills. All requests and approval for special schooling, other than those specified, shall be through this board.

Section 3. The City will pay full tuition and books expense and other expenses incurred for an employee to retain the appropriate certification level complementary to his classification.

ARTICLE XXV. RESIDENCY

All employees of the Lebanon Fire Department shall have the option of residing anywhere within the boundaries of the Lebanon City-Rural Fire District.

ARTICLE XXV. TERMINATION

Section 1. This agreement, or any part of it, may be terminated or renegotiated at any time by mutual consent of both parties.

Section 2. If the City should, at any time during the period of this agreement, merge, consolidate, or change their obligations to employees covered by this agreement in any way, the City will assure that the new governing body will maintain this contract as well as the rights in the City Charter.

ARTICLE XXVII. MODIFICATION

Section 1. If either party wishes to modify, amend, add to, or delete any of the provisions of this agreement, they shall give written notice to the other party on or before January 5th of the last contract year. If neither party shall give such notice as provided above, this agreement shall remain in effect from year to year.

Section 2. During the first year of this agreement, modification of this agreement, excluding Article XI will be limited to those articles which have been disputed through the grievance procedure. The period of modification will be January, 1980. If either party wishes to modify a disputed article they may do so in accordance with the City Charter.

ARTICLE XXVIII. SAVINGS CLAUSE

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 held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, 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.

DATED this 1st day of March, 1979.

FOR THE CITY:

Daniel A. Clark  
Mayor

Edward R. Hays  
Administrator/Recorder

FOR THE UNION:

Danny W. Willerson  
Chairman

Linda A. Alder

Vary A. Arnold

NAME OF ORGANIZATION \_\_\_\_\_ Employee No. \_\_\_\_\_

DATE OF AUTHORIZATION \_\_\_\_\_

AMOUNT OF AUTHORIZATION \_\_\_\_\_

For City use, do not write above this line

CITY OF LEBANON  
Employee Organization Membership Dues  
Payroll Deduction Authorization form

I, \_\_\_\_\_, having voluntarily elected to  
become a member of \_\_\_\_\_ do hereby  
authorize the City of Lebanon as my employer to deduct from my accrued  
earnings the amount of \$ \_\_\_\_\_ (amount of dues per month).

This deduction shall be made only if my accrued earnings are  
sufficient to cover the above amount.

I understand that I may withdraw this authorization or amend  
the amount of dues deducted as provided in the terms of the applicable  
labor agreement.

Signed: \_\_\_\_\_  
employee

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Union Treasurer

Name of employee organization: