

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Jason Pugh, Human Resources Director
Date: 07/11/13
Subject: Ratification of labor agreement between the City of Gautier and the Gautier Firefighters Association, IAFF Local 3290

BACKGROUND:

The contract between the City and the Gautier Firefighters Association was last negotiated in August of 2004.

DISCUSSION:

Mississippi Annotated Code 31-7-57(2) establishes that a new council must ratify all contracts prior to invoice and expenditures.

RECOMMENDATION:

The City Council may:

1. Ratify the contract; or
2. Not ratify the contract and authorize the City Manager to enter into negotiations on the terms of the contract; or
3. Disapprove the Contract

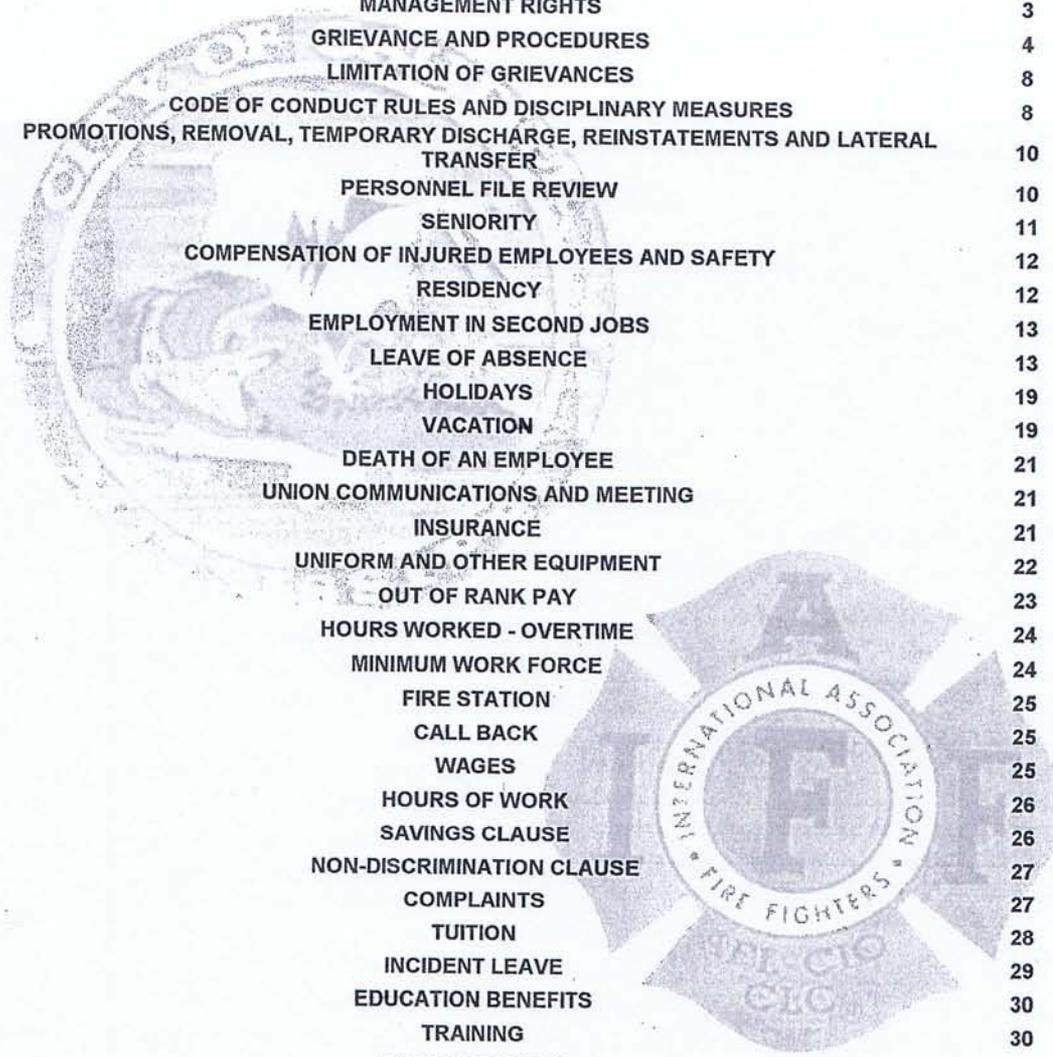
ATTACHMENT(S):

Copy of Labor Agreement between the City of Gautier and the Gautier Firefighter's Association.

INDEX PAGE FOR 2004 CONTRACT BETWEEN
 CITY OF GAUTIER - GAUTIER, MISSISSIPPI AND
 GAUTIER FIRE FIGHTERS ASSN - IAFF LOCAL 3290

X.C. Green
8-26-04
10-20-04

| Article | Description | Page |
|---------|---|------|
| | PREAMBLE | 1 |
| 1 | PUBLIC EMPLOYEES | 1 |
| 2 | RECOGNITION | 1 |
| 3 | EMPLOYMENT AND PROBATION | 2 |
| 4 | NO STRIKE CLAUSE | 2 |
| 5 | UNION RIGHTS NEGOTIATION LEAVE | 2 |
| 6 | MANAGEMENT RIGHTS | 3 |
| 7 | GRIEVANCE AND PROCEDURES | 4 |
| 8 | LIMITATION OF GRIEVANCES | 8 |
| 9 | CODE OF CONDUCT RULES AND DISCIPLINARY MEASURES | 8 |
| 10 | PROMOTIONS, REMOVAL, TEMPORARY DISCHARGE, REINSTATEMENTS AND LATERAL TRANSFER | 10 |
| 11 | PERSONNEL FILE REVIEW | 10 |
| 12 | SENIORITY | 11 |
| 13 | COMPENSATION OF INJURED EMPLOYEES AND SAFETY | 12 |
| 14 | RESIDENCY | 12 |
| 15 | EMPLOYMENT IN SECOND JOBS | 13 |
| 16 | LEAVE OF ABSENCE | 13 |
| 17 | HOLIDAYS | 19 |
| 18 | VACATION | 19 |
| 19 | DEATH OF AN EMPLOYEE | 21 |
| 20 | UNION COMMUNICATIONS AND MEETING | 21 |
| 21 | INSURANCE | 21 |
| 22 | UNIFORM AND OTHER EQUIPMENT | 22 |
| 23 | OUT OF RANK PAY | 23 |
| 24 | HOURS WORKED - OVERTIME | 24 |
| 25 | MINIMUM WORK FORCE | 24 |
| 26 | FIRE STATION | 25 |
| 27 | CALL BACK | 25 |
| 28 | WAGES | 25 |
| 29 | HOURS OF WORK | 26 |
| 30 | SAVINGS CLAUSE | 26 |
| 31 | NON-DISCRIMINATION CLAUSE | 27 |
| 32 | COMPLAINTS | 27 |
| 33 | TUITION | 28 |
| 34 | INCIDENT LEAVE | 29 |
| 35 | EDUCATION BENEFITS | 30 |
| 36 | TRAINING | 30 |
| 37 | DUES CHECKOFF | 31 |
| 38 | ENTIRETY OF CONTRACT | 32 |
| 39 | DURATION OF AGREEMENT | 32 |
| 40 | FIRE SUPPRESSION FUNCTION | 33 |
| 41 | SIGNATURES | 34 |
| | APPENDIXES | |
| OT | PROCEDURE FOR MANDATORY OVERTIME | 35 |
| INS | PREMIUM RATES PAID BY THE CITY OF GAUTIER FOR HEALTH COVERAGE | 36 |
| WAGES | WAGE SCALE FOR FIRE DEPT COLLECTIVE BARGAINING UNIT | 37 |



**CONTRACT BETWEEN
THE CITY OF GAUTIER, MISSISSIPPI AND THE GAUTIER
FIREFIGHTERS ASSOCIATION, LOCAL 3290
OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
A.F.L. - C.I.O. - C.L.C.**

PREAMBLE

The following contract, by and between respectively, the City of Gautier, hereinafter referred to as City, and Local 3290, Gautier Firefighters Association, A.F.L.- C.I.O., hereinafter referred to as the Union, is designed to maintain and promote a harmonious relationship between the City of Gautier and such of its employees who are within the provision of this contract, in order that more efficient and progressive public service may be rendered; and further, to insure true collective bargaining between the parties hereto. This contract shall be interpreted in a manner consistent with State Laws and City Civil Service Rules and Regulations.

ARTICLE 1
PUBLIC EMPLOYEES

The Fire Department and the individual members of the Union are to regard themselves as public employees, and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

ARTICLE 2
RECOGNITION

A. The City hereby recognizes that the Union is the sole exclusive representative of all employees of the Fire Department, with the exception of the Fire Chief, Fire Marshal, and the Department Secretary, for the purpose of collective bargaining with respect to wages, hours of work, and conditions of employment.

B. The City agrees not to discharge or discriminate against employees of the Fire Department because of Union membership or Union activities.

C. The Union agrees not to discriminate against any employee because he/she refuses to join the Union.

ARTICLE 3
EMPLOYMENT AND PROBATION

Applications for employment in the Fire Department and probation periods shall be the same as and according to the State Laws and City Civil Service Rules and Regulations. All persons covered under this Contract shall be entitled to all employee benefits of employment after a six (6) month probationary period with an allowance of up to a six (6) month extension period, for the completion of the State Fire Academy.

ARTICLE 4
NO STRIKE CLAUSE

- A. The Union agrees there shall be no strike, slowdown, stoppage of work or any interference with the efficient management of the Fire Department.
- B. The City agrees in return that there shall be no "lockout" of the employees of the Fire Department.

ARTICLE 5
UNION RIGHTS
NEGOTIATION LEAVE

- A. Members of the Union Negotiation Committee who attend meetings between the City and Union for the purposes of negotiating the terms of a contract, at the time the employees are scheduled for duty, shall be on duty while attending such meetings.

- B. The members of the Union Grievance Committee shall be considered on duty while attending meetings between the City and the Union for the purposes of processing grievances, provided the employees are scheduled for duty at the time of the meeting.
- C. If on duty, employees whose presence is required at a grievance meeting or hearing shall be considered on duty while attending the meeting or hearing.
- D. If the City requires an employee to attend a meeting, the employee will be considered on duty for the purpose of attending the meeting.
- E. Meetings for the purpose of negotiating contracts or grievances with the city and requiring the City Manager involvement will be held at City Hall. General meeting of the Grievance Committee will be conducted at Central Fire Station. If City business interferes with a meeting being held at City Hall, then the meeting will be held at a place agreed upon by all parties involved.
- F. If there is any business pertaining to the Union to be brought up at City Council or Civil Service meetings, then the Union designees that are on duty shall be allowed to attend. They will respond from City Hall if necessary.
- G. Employees elected or appointed to Union office shall be granted reasonable time off without pay to conduct authorized Union business. Request for time off pursuant to this Article shall be submitted in accordance with the City's Leave Request Procedure. Permission for such time off may be granted as long as proper staffing levels are maintained, but permission for time off shall not be unreasonably withheld. Such time off shall not result in any extra cost to the City.

ARTICLE 6
MANAGEMENT RIGHTS

- A. It is understood that the management and direction of the working force are vested in the City Council as the employer, and the City Manager as the Administrator for the Council as authorized by Mississippi law and the

applicable Civil Service Rules and Regulation.

- B. The City agrees to publish any new or modified work rules to be distributed to the employees and the Union two (2) weeks prior to implementation. The Union retains the right to challenge the application or interpretation of new or modified rules through the grievance and arbitration procedure.
- C. The City Managers duties and authority are delineated by Mississippi law.
- D. Seniority and layoffs will be governed by the Civil Service Rules and Regulations. The Fire Department is covered by Civil Service and is entitled to the protection of, and will adhere to, the Rules and Regulations thereof.

ARTICLE 7
GRIEVANCES AND PROCEDURE

- A. Any grievance or misunderstanding which may arise between the City and the Union or between the City and any Union member or members, concerning the application or interpretation of this Agreement shall be acted upon in the manner described below. Time limits at each level of the Grievance Procedure may be extended by mutual consent.
- B. The Union shall designate a three or five member Grievance Committee, one of whom shall be designated Chairman and another of whom shall be designated its Secretary. Members of the Grievance Committee who are on duty shall be afforded such time off, with pay, as is necessary to attend the business thereof. The Committee shall hold regularly scheduled meetings, with at least one meeting scheduled per month, and shall have full access to all Fire Houses for the transaction of legitimate Committee business after notice and approval of the Fire Chief.
- C. Any fireman, or group thereof, who has any complaint or grievance, may elect to utilize this procedure in the resolution thereof. However, the existence of this procedure does not preclude the informal resolution of a grievance by other means and this procedure may be abandoned at any time by the complaining party or parties before initiation of a grievance through

the procedures outlined below. A complainant shall attempt to resolve said grievance through the Chain-of-Command.

Step 1. The complaining party or parties electing this procedure shall do so by presenting their complaint to the Union Grievance Committee within thirty (30) days of occurrence. Those grievances not filled within the thirty (30) day time limit will be judged as non meritorious. The Union Grievance Committee shall cause an investigation of the complaint to be made. If the complaint is determined not meritorious, the Committee Secretary shall present a written statement of rejection of the grievance to the complaining party together with the reasons therefore. If the complaint is determined meritorious, the Committee Secretary shall prepare a written statement of the grievance and present same to the Fire Chief. The Committee shall make a determination within ten (10) days (exclusive of weekends and holidays) of the presentation of a grievance to the committee. All grievances meritorious or not will be forwarded to the Chief.

Step 2.

a. Within ten (10) days (exclusive of weekends and holidays) the Fire Chief shall rule upon any grievance presented to him. He may reject the grievance in whole or in part, or rule favorably thereon. A rejection, in whole or in part, shall be in writing with reasons for rejection ascribed and copies of said rejection being presented to the complaining party or parties and to the Grievance Committee Secretary, together with the written grievance statement originally presented to him. The complaining party or parties or Grievance Committee Secretary, may request a hearing on any grievance by written request to the Fire Chief upon presentation of a grievance to him, or upon written request therefore prior to the expiration of the time allowed for the Fire Chief's decision. The Fire Chief shall schedule such hearing within ten (10) days (exclusive of weekends and holidays) of the request thereof at a time convenient to all concerned. Fire Department Personnel shall have time off, with pay, for appearance at such hearings. After such hearing, the Fire Chief shall have ten (10) days (exclusive of weekends and holidays) to render a decision on the grievance presented.

- b. Within ten (10) days (exclusive of weekends and holidays) of receipt of a written rejection, an aggrieved party may appeal said rejection to the City Manager by presentation to him of the original written grievance statement, a copy of the Fire Chief's written reasons for rejection, and a rebuttal to the Fire Chief's report if desired.

Step 3. Within ten (10) days (exclusive of weekends and holidays) the City Manager shall rule on any grievance presented. He may accept, reject, or modify the Fire Chief's decision. He shall make a short written statement of his decision and present copies thereof to the complaining party or parties and the Grievance Committee Secretary. The Grievance Committee Secretary may request a hearing on any grievance by written request to the City Manager upon presentation of a grievance to him, or upon written request therefore prior to the expiration of the time allowed for the City Manager's decision. The City Manager shall schedule such hearings within ten (10) days (exclusive of weekends and holidays) of the request therefore at a time convenient to all concerned. Fire Department personnel shall have time off, with pay, for appearance at such hearings. After such hearing, The City Manager shall have ten (10) days (exclusive of weekends and holidays) to render a decision on the grievance presented. Within ten (10) days of the City Manager's decision on a Step 3 grievance, any aggrieved party may serve notice of the appeal thereof to binding arbitration. Prior to arbitration, both parties agree to use the Federal Mediation Conciliation Services, Grievance Mediation Procedure, and that if no agreement is reached, the parties shall proceed to arbitration.

Step 4.

- a. It is hereby agreed that arbitration may be resorted to as the ultimate step in the Grievance Procedure herein contained and that, when resorted to, arbitration shall finally decide all disputes referred thereto. The result there obtained shall be binding on the City, Union, and members thereof.
- b. Arbitration shall be effected by forwarding a request of the Federal Mediation and Conciliation Service to nominate one principal and four alternates, all of whom shall be impartial persons qualified to act as arbitrators. The process of selecting the Arbitrator shall commence

with the City striking the first panelist; then the Union will strike the second panelist; the City will strike the third panelist; the Union will strike the fourth panelist; and the remaining panelist shall be the arbitrator selected to decide the issue.

- c. The Arbitrator shall hear said dispute and determine the same in accordance with the published procedural rules of the American Arbitration Association. All written proceedings required in the first three steps of the Grievance Procedure herein outlined shall be turned over to the Arbitrator. The Arbitrator's decision shall be binding not only as to the specific issue or issues presented, but shall also serve as precedent as to future grievances.
- d. If the Arbitrator determines that the Union or the City has willfully disregarded a prior arbitration decision, or that either of them has willfully disregarded the provisions of this Contract in the handling of any grievance or dispute, then the Arbitrator shall tax all cost of arbitration against such party. Otherwise, the cost of arbitration shall be borne one-half by the Union and one-half by the City.
- e. Both parties hereto agree to abide by any decision reached by the arbitrator and to apply the decisions to substantially similar situations arising thereafter, and to eliminate the filing of grievances where possible by the application of precedent. The power of the Arbitrator shall extend to the application and interpretation of the provisions of this Contract. The Arbitrator's awards shall be in writing and shall set forth the Arbitrator's opinion and conclusions on the issues submitted.
- f. If either party to this Agreement refuses to submit to arbitration, the other party hereto may elect to regard such refusal as a complete and total breach of this Agreement and by written notice to such party terminate all its duties, responsibilities and liability under the terms hereof, and said Agreement shall be of no further effect.
- g. All grievances and proceedings therefore shall be timely dated. Failure to render a timely decision may be regarded as denial of the complaint. All decisions at whatever step shall be given immediate

effect and be acted upon in a reasonable amount of time. Any Fire Department employee who processes a grievance, appears at a hearing thereon, and who misses work because thereof, shall be paid as if he did not miss work. Grievance Committee members and any employee processing a grievance shall have access to all Fire Stations for the purpose of investigation of said offense.

ARTICLE 8
LIMITATION OF GRIEVANCES

It is the intention of the parties that grievances within the jurisdiction of the Civil Service Commission, as per Mississippi Code of 1972, Sections 21-31-1 et seq., are excluded from the purview of the Grievance Procedure outlined in Article 7, if such grievances can be fairly said to fall within the established jurisdiction of said Commission.

ARTICLE 9
CODE OF CONDUCT RULES AND DISCIPLINARY MEASURES

- A. All employees employed by the City of Gautier are members of a team working together for the main objective of serving our community. Any employee who fails to follow the necessary rules and regulations governing his conduct is not only penalizing himself/herself, but is also doing a disservice to all other City employees. The code of conduct rules are not intended to restrict or impose on the privileges of anyone, but are designed to insure the rights and safety of all City employees and to provide working guidelines to assure equitable and business-like departments, to efficiently serve our community.
- B. In recognition of the fact that each instance differs in many respects from somewhat similar situations, the City retains the right to treat each occurrence on an individual basis, without creating a precedent for other cases which may arise in the future. The City retains the right to suspend any disciplinary action, based on good behavior for a specified term, at its exclusive discretion.

C. Consideration will be given to the severity of the offense, the cost involved, the time interval between violations, the length and quality of service records, the ability of the employee concerned in each case, the reason shall be noted in the employee's file. The employee will receive a copy of the stated reason for the penalty and may challenge the decision through the grievance and arbitration procedure, unless the decision falls in the purview of the Civil Service Commission.

D. Procedures.

1. Notice of Disciplinary Action.

In all cases, the City Manager shall notify the employee of the action taken and a copy of such notice will be sent to the Fire Chief for placement in the employee's personnel folder. If the employee is covered by Civil Service, a copy shall be sent to the Civil Service Commission.

2. Use of Past Record.

In considering the propriety of a particular disciplinary action, the City shall consider the factors set out in Section 15.4 of the Civil service Rules and Regulations. If the discipline proposed is of a minor nature (i.e., Verbal Reprimand, Letter of Reprimand), the City will not take into consideration any prior infractions of City Rules and Regulations which occurred more than one (1) year previously.

3. Suggested Operating Guidelines (SOG).

The City shall provide a copy of its Suggested Operating Guidelines to all Fire Department personnel.

E. Employee's Labor Relations Rights.

Management and the Labor force will respect the rights of each group , and conduct themselves in a manner respectful of those rights as defined and explained under legislation and court rulings in the United States of America