

- G. Vacation benefits for 40 hour per week employees (covered by this contract) shall be the same as for other 40 hour City employees.
- H. In the event of an employee's death (while in the employment of the City as covered in this Agreement) the employee's beneficiary as designated by the employee shall receive an amount equal to the product of the number of vacation hours accumulated at the time of the employee's death times the hourly rate of pay of the employee at the time of his death.

ARTICLE 19
DEATH OF AN EMPLOYEE

In the event of the death of a City employee, all accrued wages due, and the wages that would have been paid to such employee during any accumulated vacation, shall be paid to the person designated by such employee, or by law.

ARTICLE 20
UNION COMMUNICATIONS AND MEETINGS

- A. The City shall permit the use of the bulletin (cork and chalk) boards located in the respective fire houses by the Union for the posting of notices concerning Union business and activities.
- B. All such notices shall be signed by one or more of the Union Officers. The Union shall be allowed the use of the South Fire Station or the classroom at Central Fire Station for its regular and special meetings so long as those meetings do not interfere with other scheduling. The place of the meetings will be decided by the Union Officials.

ARTICLE 21
INSURANCE

- A. The City will pay-per month, for insurance coverage on the City's Group Cafeteria Insurance Plan for each of the Fire Department members as listed

in APPENDIX INS. If this amount is not used, the employee may wish to purchase additional insurance (through the City Cafeteria Plan) such as dental and cancer policies.

- B. Nothing in this article will prevent the City Council from paying a higher amount should they so desire.
- C. If the City should elect to raise this amount for other employees, not covered by this Contract then, the City shall also increase the amount for the employees covered under this Contract.
- D. The City agrees that one member of the insurance committee representing the Fire Dept shall be the Union President or his designee, as insurance is a contractually negotiated issue.
- E. The City should it become aware of medical conditions by the employee through the process of administering a health care plan, will not disclose or use such information to remove an employee from his/her position, as long as they are able to perform the task of their position.

ARTICLE 22
UNIFORMS AND OTHER EQUIPMENT

- A. In addition to the present uniform allowance, each employee of the Fire Department shall be reimbursed for replacement of personal effects that have been damaged or lost in performance of duty
- B. Uniforms shall be purchased once a year and/or as needed and shall consist of the following items: three (3) uniform shirts, in any combination of long sleeve, short sleeve, white or blue; three (3) uniform pants, in any combination of long or short, (six (6) department Tee shirts or three (3) Golf/Polo shirts), one (1) Black belt, and one (1) jacket. Once every two years, and/or as needed, one (1) pair of standard issue boots, or shoes. Nothing in this Article shall preclude an individual from wearing footwear not issued by the City, and approved by the Fire Chief.

- C. A new employee shall be furnished one (1) pair of safety type fire boots, one (1) pair of turnout pants, one (1) turnout coat, one (1) fire helmet, one (1) pair of gloves, one (1) pair of suspenders, one (1) PBI or NOMEX hood, and one (1) pair of coveralls,(coveralls are optional). The above articles shall be replaced by the City as the need arises.
- D. The Fire Chief shall establish and maintain an officer, and rank and file committee of equal representation to make recommendations to the Fire Chief on Firefighting equipment, gear, and procedures. This committee shall make non binding recommendations in an effort to promote communication and safety between management and suppression personnel.

ARTICLE 23
OUT OF RANK PAY

- A. Employees shall receive compensation for any higher rank in which they may serve.
- B. This, out of rank pay, would be paid from the point at which that person first serves. (Minimum of 6% increase)
- C. When officers are working over as a result of overtime, or swap time officers will be used to fill in, open officers slots first.
- D. The process for determining which fire fighters shall work out of rank shall be as follows. If a current promotional registry exists, the highest placed individual, on the promotional registry normally scheduled for that day shall work the out of rank position. Should a current promotion register not exist, an in-house test for the purpose of establishing an out of rank list only, shall be given. Ranking on the list shall be posted, and out of rank eligibility shall be determined the same as when using a promotional register. The test shall be given every 18 months, during periods when no promotional test are given, and all candidates possessing the requirements for promotion at the time of the testing shall be given opportunity to test. Should no candidate working that normally scheduled day appear on either a promotion register, or out of rank list, eligibility shall be determined by seniority.

ARTICLE 24
HOURS WORKED - OVERTIME

- A. Fire Department personnel are normally scheduled to work 216 hours during each 28 day work period.
- B. Any employee required to work non-scheduled hours shall be paid one and one-half times their regular rate of pay for each unscheduled hour worked.
- C. Additionally, any employee who works in excess of 212 non-overtime hours during any 28 day work period shall receive overtime pay at the rate of one and one-half times his regular rate of pay.

ARTICLE 25
MINIMUM WORK FORCE

- A. Fire Department strength shall not be reduced to provide protection service for any private person or organization.
 - B. Company strength of the Fire Department shall not be reduced to do any service of any kind for private persons or organizations, e.g. political rallies, private parades and private fund raisers.
 - C. Fire Department strength shall be maintained at a minimum of seven (7) people per shift.
 - D. Fire Department assets may be utilized in City sponsored functions.
 - E. A mandatory overtime procedure will be established to insure that at no time does the minimum manning level fall below 7 people per shift on duty, and shall be administered by the shift supervisor, and shall become
- APPENDIX OT.**

ARTICLE 26
FIRE STATIONS

- A. The City shall furnish fire stations with household supplies and goods such as furniture, beds, linens, blankets, kitchen equipment appliances, cooking utensils, television and VCR (for training purposes).
- B. Fire Department members shall furnish their own food while on duty.
- C. The City shall maintain the Fire Stations (painting and structural repairs) and all appliances therein, other than routine maintenance now being performed (as listed as Daily duties in the S.O.G.).
- D. All employees shall be encouraged to perform station maintenance

ARTICLE 27
CALL BACK

- A. Any employee who is called during off duty hours to report to work shall be given two (2) hours work and shall be paid a minimum of two hours per call out.
- B. In the event of exigent conditions, as determined by the shift supervisor, he shall have the authority to call in adequate staffing to mitigate the situation. The Fire Chief or Fire Marshal shall be notified within twenty-four (24) hours.

ARTICLE 28
WAGES

- A. The basic salary for twenty-four (24) hour Fire Department personnel shall be the pay list contained in this contract reference as **APPENDIX - WAGE**. This scale shall reflect a salary placement point for employee position contained in said document.

- B. The salaries for fire department personnel will be negotiated annually prior to budget approval.
- C. The goal of this Association is to obtain parity in pay with the Gautier police department.

ARTICLE 29
HOURS OF WORK

- A. The hours of duty shall be twenty-four (24) hours on duty followed by forty-eight (48) hours off duty, except in major emergency.
- B. The normal time for employees to report on duty shall be 7:00 A.M., except in case of emergency as approved by the City Manager, Fire Chief or City Council.
- C. One twenty-four (24) hour shift on duty shall be called one day.

ARTICLE 30
SAVINGS CLAUSE

In the event any provisions of this Agreement shall be held to be invalid, unconstitutional, or unenforceable by any final adjudication of any Court of law, then that provision, or provisions, shall immediately be considered null and void, and the remainder of the Agreement shall not be affected thereby but shall continue in full force and effect. Further, in the event that the Attorney General of the State of Mississippi renders an opinion that any provision of this Agreement is invalid, unconstitutional, or unenforceable, then the adherence to that provision or provisions shall be abated or suspended, until any Court of law renders a final adjudication on that provision.

ARTICLE 31
NON-DISCRIMINATION CLAUSE

There shall be no discrimination against any person in recruitment, examination, appointment, training, promotion, retention, or any other personnel action because of political or religious opinions or affiliations, or because of race, color, creed, sex, age (except when such is a bona fide requirement of a particular position), union membership, national origin, or any non-merit factors.

ARTICLE 32
COMPLAINTS

- A. A Citizen's complaint against a firefighter that may result in a disciplinary action must be made in the form of a sworn Affidavit. This citizen's complaint affidavit form will also include a warning that a false statement may subject the affiant to civil liability.
- B. In the event a non-criminal complaint is made against any employee in which an internal investigation is warranted, the accused member shall be notified in writing of the investigation prior to the initiation of said investigation. Before any disciplinary action is taken, there shall be a meeting consisting of the Fire Chief, the member, his immediate supervisor, union representative, a legal representative of the employee's choosing, and the person making the complaint in order for the complaint to be heard. If the person making the complaint refuses to attend the hearing, the complaint shall be expunged.
- C. In addition, before any written complaint, employee notice, or warning is placed in an employee's file, it shall be reviewed by the Fire Chief and the employee.

ARTICLE 33
TUITION

The City may pay tuition for job-related educational courses provided these conditions and guidelines are met and followed:

1. The course must be approved by the Fire Chief and the City Manager prior to enrollment.
2. The course must be job-related and in the best interest of the City.
3. The City shall reimburse the employee for tuition only after completion of the course and with the following proof of grades:
 - a. A grade of "A" - 100%
 - b. A grade of "B" - 80%
 - c. A grade of "C" or pass on a pass fail basis - 70%
 - d. All grades less than "C" - 0%
4. No employee shall be eligible for reimbursement for more than one course per semester. No duplicate payments shall be made, e.g., Veterans administration, Pell Grants, etc.
5. Only full-time permanent employees are eligible for tuition reimbursement. Employees must attend classes during off-duty hours, unless approval is obtained from Fire Chief.
6. No authorizations for reimbursement shall be made for more money than is allocated by the City by budget line-item educational reimbursement.

ARTICLE 34
INCIDENT LEAVE

Permanent full-time and probationary full-time employees shall be granted Incident Leave with full pay, and without loss of sick leave or vacation leave, not to exceed five (5) consecutive scheduled work shifts, upon request by the member to the Fire Chief. This may be extended by two (2) more consecutive work shifts. The extended shifts require Fire Chief's approval. The Incident Leave shall go into effect in the event an employee becomes involved in an incident that results in death or serious bodily injury of a co-worker.

- A. An employee who is directly involved in an incident, which results in the death of a co-worker, shall be granted the full five (5) consecutive work shifts under the above outlined incident leave with the option of requesting two (2) additional consecutive work shifts.
- B. An employee covered under Section A who remains away from work for more than two (2) work shifts will be required to visit a psychologist or a psychiatrist for a minimum of five (5) counseling sessions. The counseling sessions may be extended to ten (10) sessions at the request of the employee, or the counselor, and upon approval of the Fire Chief. The City agrees to pay any portion of the fees not covered by Insurance for each counseling session attended by the employee.
- C. An employee who is indirectly involved in the death of a co-worker whom he/she is assisting shall be covered under Section A but with a maximum of three (3) consecutive work shifts. The employee shall have a minimum of three (3) voluntary counseling sessions, not to exceed a maximum of six (6) session. That portion of the voluntary counseling session fees not paid by Insurance will be paid by the City.
- D. An employee who is directly involved in the serious bodily injury to another person, as a result of the employee's actions, shall be covered under Section B upon approval of the Fire Chief.
- E. All employees are covered under this Article, whether they are on duty or off duty, provided the incident is job related.

- F. All employees shall be afforded the opportunity of being assigned to light duty for a maximum of ten (10) work shifts in addition to counseling.

**ARTICLE 35
EDUCATION BENEFITS**

- A. It is the intent of this organization and the City to reward employees work and give an incentive to continue their education by granting a once per year cash payment for education that benefits the City and its citizens.

- B. The following amounts shall be given employees for certificates or diplomas attained:

| | |
|--|-----------|
| HAZ-MAT Tech / Team Member | \$300.00 |
| DIVER / Team Member | \$600.00 |
| EMT-Basic/Intermediate | \$900.00 |
| EMT-Paramedic | \$1500.00 |
| Associate or Bachelor degree (job related) | \$1500.00 |

- C. Those employees covered under this collective bargaining agreement, may stack education benefit allowances, with a maximum amount payable capped at \$ 1500.00 per employee.

**ARTICLE 36
TRAINING**

The City and the Union are in agreement that it is in their best interest to have as many employees as possible participate in professional and educational and training courses whenever they are available.

1. The Fire Chief shall arrange all compulsory courses and training programs in such a manner as to meet the minimum standards as set forth by the State of Mississippi.

2. Whenever an employee is attending compulsory courses or training programs, he/she will earn wages at their usual rate.
3. The Fire Chief shall post on the bulletin boards announcements of all courses to be given, whether they are compulsory for a segment of the staff, prerequisites to promotion or improved assignment, or optional for the purpose of improving the professional standing of the Fireman or Department. All eligible members shall have an opportunity to bid for the prerequisite and optional courses.
4. Training for both paid and reserve personnel will be consistent with any and all city, state, and federal requirements. Personnel shall not be exposed to situations they have not received training for, without adequate trained staff present to ensure safety at all times.

ARTICLE 37
DUES CHECK OFF

- A. The City agrees to deduct Union dues from the earned wages of each employee covered by this agreement in such amount as deemed by the union and certified to the City by the secretary, Treasurer and President of the Union provided that such deduction shall be made from the employee's wages only when authorized by him/her on an appropriate form; a copy of which must be submitted to the City Clerk.
- B. The authorization for payroll deduction shall become effective on the next payroll date occurring after the receipt of the authorization for the payroll deduction by the City Clerk.
- C. All money deducted by the City, in accordance with paragraph 1 of this article, shall be mailed/delivered monthly to the Treasurer of the Union.
- D. The authorization for payroll deduction shall be revocable by the affected employee at any time by giving the City and Union written notice by certified mail or hand delivered at least thirty (30) days prior to the effective date of revocation. The revocation shall be signed by the affected employee