

**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 Police Officer's Union

BACKGROUND:

The contract between the City and the Gautier Police Officer's Union was last negotiated in October of 2003.

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 Police Officer's Union.

FILE

Xc: A Johnson
12-1-03
K. Bay/130

COPY

**CONTRACT BETWEEN
THE CITY OF GAUTIER AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 733
GAUTIER POLICE UNIT #733.5**

CONTENTS

ARTICLE	TITLE	PAGE
1A	Preamble	1
1	Purpose of Agreement	1
2	Bargaining Unit	1
2	Bargaining Unit	2
3	Probationary Period	2
3	Probationary Period	2
4	No Strike Clause	2
4	No Strike Clause	2
5	Union Rights	3
5	Union Rights	3
6	Management Rights	3
6	Management Rights	3
7	Grievance Procedures	5
7	Grievance Procedures	5
7A	Limitation of Grievances	5
7A	Limitation of Grievances	5
8	Code of Conduct	6
8	Code of Conduct	6
9	Personnel File Review	7
9	Personnel File Review	7
10	Seniority	7
10	Seniority	7
11	Compensation of Injured Employees	7
11	Compensation of Injured Employees	7
12	Residency	8
12	Residency	8
13	Employment in Second Jobs	8
13	Employment in Second Jobs	8
14	Leave of Absence	11
14	Leave of Absence	11
15	Holidays	12
15	Holidays	12
16	Vacations	13
16	Vacations	13
17	Death of an Employee	13
17	Death of an Employee	13
18	Union Communications & Meetings	13
18	Union Communications & Meetings	13
19	Insurance	13
19	Insurance	13
20	Uniforms and Other Equipment	14
20	Uniforms and Other Equipment	14
21	Out of Rank Pay	14
21	Out of Rank Pay	14
22	Hours Worked	15
22	Hours Worked	15
23	Minimum Safe Work Force	15
23	Minimum Safe Work Force	15
24	Court Time	16
24	Court Time	16
25	Call Back	16
25	Call Back	16
26	Wages	17
26	Wages	17
27	Savings Clause	17
27	Savings Clause	17
28	Non-Discrimination	17
28	Non-Discrimination	17
29	Complaints	18
29	Complaints	18
30	Tuition	18
30	Tuition	18
31	Incident Leave	19
31	Incident Leave	19
32	Reserved	19
32	Reserved	19
33	Training	20
33	Training	20
34	Terms of Agreement	20
34	Terms of Agreement	20
	Signatures	20

**CONTRACT BETWEEN
THE CITY OF GAUTIER AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL UNION 733
GAUTIER POLICE UNIT #733.5**

ARTICLE 1A
Preamble

This Agreement made and entered into this 4th day of December, 1999 and renewed on October 1st 2003 and each period thereafter as indicated by Article 34 "Terms of Agreement", by and between the City of Gautier, Mississippi (hereafter referred to as the City), and the International Brotherhood of Electrical Workers, Local Union 733, (hereafter referred to as the Union), having agreed as follows, to wit:

By Order of the City Council dated June 15, 1999, the City recognized the Union, inclusive of the employees of the Gautier Police Department (designated as Unit 5 of IBEW Local Union 733), and after deliberation ordered as follows:

That the Union is recognized, effective immediately, for collective bargaining purposes subject to the limitations on such collective bargaining by State and Federal law.

The City Manager is authorized and directed to negotiate a contract with the Union for the purpose of arriving at a contract whose effective date shall be indicated below.

That all matters of hiring, promotion, transfers, demotion and other matters over which the Civil Service Commission of the City of Gautier has jurisdiction shall not be a mandatory subject of negotiation.

Pursuant to the Order of the City Council of the City of Gautier, this contract between the City of Gautier, and the Union has been adopted.

ARTICLE 1
Purpose of Agreement

This Agreement is entered into by and between the City, and Union. It is the purpose of this agreement to assure harmonious relations between the City and the Union and to provide for an agreeable settlement of all differences which may arise, as related to wages, hours, terms, and conditions of employment.

ARTICLE 2
Bargaining Unit

A. The Bargaining Unit shall include full-time positions in the Gautier Police Department, consisting of:

1. Police Captain
2. Police Lieutenant
3. Police Officer
4. Public Safety Dispatcher
5. Public Safety Records Clerk
6. Police Detective Captain

7. Police Detective Lieutenant
8. Police Detective
9. Animal Control Officer
10. Probationary Police Officer
11. Probationary Dispatcher
12. Crime Prevention Officer
13. Narcotics Officer
14. Court Clerk
15. Deputy Court Clerk

The Union will establish a committee for the purpose of negotiations with the City. Negotiation time will be mutually agreed upon by the City and Union, but no later than ninety (90) days prior to expiration of this contract.

ARTICLE 3 Probationary Period

The probationary period shall be that period of time defined in the Civil Service Rules and Regulations.

ARTICLE 4 No Strike Clause

- A. It is acknowledged by the full membership of the Union that the protection of the Public Health, Safety, and Welfare demands that the members of the Police Department not be accorded the right to strike or engage in any work stoppage.
- B. The City agrees, in return, that there shall be no lockout of the members of the Union.

ARTICLE 5 Union Rights

SECTION 1. Union Officers

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 at least three (3) days prior to the effective date of such time off. The parties agree, however, that circumstances may arise that may not permit a full three (3) days notice. 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 will not result in any extra cost to the City.

SECTION 2. Negotiating Committee

Should a member of the negotiation team happen to be on duty during the negotiation meetings, that member shall not be docked pay for attending the meeting. It is understood that should an emergency arise that member shall return to duty if needed.

SECTION 3. Union Representatives:

The Union is entitled to one (1) union steward per shift whose name shall be filed with the Chief of Police and Shift Captain within ten (10) days of the appointment. The steward, or an alternate steward, who shall also be identified in writing, shall be provided time off to investigate complaints of other officers covered by this agreement, when such time off is requested from the immediate supervisor and approved. The steward shall then log the time which he/she leaves and returns. Permission to leave a post or assignment for the above reasons shall not be unreasonably withheld, but may be withheld until such time that it does not interfere with his/her ability to meet the urgency of the immediate situation. The representative shall be allowed to interview the complaining officer, providing that both, the complaining officer and the steward, return immediately to duty if so ordered.

ARTICLE 6 Management Rights

Section 1. It is understood that the management and direction of the working force is 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 Regulations.

Section 2. 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.

Section 3. The City Manager's duties and authority are delineated by Mississippi law.

Section 4. Seniority and layoffs will be governed by the Civil Service Rules and Regulations. The Bargaining Unit is covered by the Civil Service and is entitled to the protection of, and will adhere to, the Rules and Regulations thereof.

ARTICLE 7 Grievance Procedures

Any grievance or misunderstanding which may arise between the parties 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. The term grievance shall be defined as an alleged breach of this agreement, or a dispute involving interpretation or application of the contract language.

- A. The Union Steward, with the aggrieved employee, shall discuss the grievance or dispute with the immediate supervisor within five (5) days of the date of the grievance, or his knowledge of its occurrence. The immediate supervisor shall attempt to adjust the matter and shall respond to the union steward within five (5) working days.

B. If after a thorough discussion with the immediate supervisor, the grievance has not been satisfactorily resolved, the union steward, shall reduce the grievance to writing and forward to the division head within three (3) working days after the immediate supervisor's response is due. The division head shall respond in writing within three (3) working days after such discussion.

C. If after a thorough discussion with the division head, the grievance has not been satisfactorily resolved, the grievance shall be forwarded to the Chief of Police within three (3) working days. The union steward, and/or the Chairman of the Unit, shall discuss the grievance with the Chief of Police, who shall respond in writing within three (3) working days after such discussion.

D. If after a thorough discussion with the Chief of Police, the grievance has not been satisfactorily resolved, the Chairman of the Unit, and/or the Union Business Representative shall, after written notice, discuss the grievance with the City Manager within five (5) working days after the Police Chief's response is due. The City Manager shall respond with a decision in writing, within five (5) working days after such discussion.

E. Grievance Mediation

Prior to Arbitration, both parties agree to use the Federal Mediation and Conciliation Services, "Grievance Mediation" service procedure, and if no agreement is reached, the parties shall proceed to Arbitration.

F. Arbitration

1. If after receipt of the decision of the City Manager, the grievance has not been satisfactorily resolved, the Union may request arbitration by writing to the City Manager no later than five (5) working days after the receipt of the decision, or the expiration of the time limit set out hereinabove, for the rendering of such a decision, whichever is the later.
2. If any dispute arising under the terms of this agreement is not satisfactorily resolved in the grievance procedures, the parties hereto shall request the Federal Mediation and Conciliation Service to nominate seven (7) arbitrators, 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; and continue to alternate until completed; the remaining panelist shall be the arbitrator selected to decide the issue.

The arbitrator shall be empowered to rule on all disputes pertaining to the interpretation or application of this agreement. He/she shall have no power to add to, or subtract from, or modify in any way the terms of this agreement, or any other agreement made supplementary thereto. He/she shall not establish or change any basic wage rate already in effect. The arbitrator shall be without power to make decisions limiting

or interfering with the powers, duties, and responsibilities of the City of Gautier under applicable laws and rules and regulations having the force and effect of law. The arbitrator shall be without power to make decisions contrary to or inconsistent with, modifying or varying in any way, the terms of this agreement or of the applicable laws or rules or regulations having the force and effect of law.

At the arbitration hearing, the grievant shall be accompanied by his or her representative, or additional Union representatives, if needed. The arbitrator shall have access to the contract, the grievance, and any evidence provided by the parties. 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 precedents. The arbitrator's awards shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted.

The cost of the service of the arbitrator shall be paid entirely by the Union, except when the decision of the Arbitrator is against the City. In such case the cost for service shall be equally shared by the Union and the City.

- G. The Union has a right to initiate a system-wide grievance in paragraph C of the grievance procedure without necessarily representing a single grievant.
- H. Reserved
- I. Employees whose presence is pertinent to the grievance proceedings shall attend the hearings or conference without the loss of pay. The Unit Chairman or union steward shall notify the employees and immediate supervisor that the employee is required to attend the grievance hearing.
- J. All decisions at whatever step shall be given immediate effect.

ARTICLE 7A
Limitation of Grievances

It is the intention of the parties that grievances within the jurisdiction of the Civil Service Commission as per MCA, Sections 21-31-1 et. seq., are excluded from the purview of the Grievance Procedure outlined in Article 8, if such grievance can be fairly said to fall within the established jurisdiction of said Commission.

ARTICLE 8
Code of Conduct Rules and Disciplinary Measures

Section 1. PURPOSE

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.

Section 2. NO LIMITATIONS

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. Examples given in any rule do not limit the generality of the rule.

Section 3. GUIDELINES

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, and 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.

A. 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 Chief of Police 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.

B. 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.

C. Suggested Operating Procedure (SOP)

The City shall provide a copy of its Suggested Operating Procedure to every member of the Police Division.

ARTICLE 9 Personnel File Review

It is agreed and understood by and between the parties of this contract, that the City shall maintain a personnel file on each of the employees subject to this contract. It is further agreed and understood that Bargaining Unit members, and/or the Union, shall have reasonable access, during business hours, to his/her personnel file, whether the same is a central file, satellite file, or otherwise. The City agrees to maintain a log of the names, times, and dates of individuals who view, copy, or modify any Bargaining Unit personnel files.

It is further agreed that prior to either, a commendation or disciplinary action, being placed in an employee's personnel file, the employee shall be notified of the same in writing.

ARTICLE 10 Seniority

Seniority shall be defined as the length of continuous service of an employee with the City since the employee's most recent date of hire.

Within ninety (90) days of the effective date of this agreement, the City will establish a department-wide seniority list by rank, showing the name, position, date of employment, and date of appointment to current rank. Upon establishing the seniority list, the City will provide a copy to the Union and Civil Service Commission.

ARTICLE 11 Compensation of Injured Employees

Payment of Workmen's Compensation to all employees, who are disabled because of an injury arising out of, and in the course of, performing their duties with the City, will be governed by the Mississippi State Workman's Compensation Law.

An employee sustaining a lost-time injury, with sick or vacation leave credited to his/her account, may request the Chief of Police to apply their sick or vacation hours in order to obtain pay while absent from duty.

ARTICLE 12 Residency

- A. Reserved
- B. Reserved
- C. Reserved
- D. Reserved

E. If the City's employment needs require it, or in a case of individual hardship, the City Manager is authorized to waive, on a case-by-case basis, one or more of the provisions of the City's residency policy as it applies to a particular employee. When a provision is waived by the City Manager, he/she shall file a written report, including the reasons thereof, with the Mayor and City Council within thirty (30) days of granting such waiver.