

(D) A Patrolman will be advanced to Senior Patrolman after the fifth year as a Patrolman, based on satisfactory performance during preceding years, and will be commensurate with a longevity step increase.

(E) Provided an opening occurs, any member of the patrol ranks, with three years, may apply for a Lieutenants position and can be promoted, provided they meet all requirements for the Lieutenant's position.

(F) Patrol rank grades are as follows:

- a- Grade 08 - Probationary
- b- Grade 09 - Patrolman
- c- Grade 09 - Senior Patrolman
- d- Grade 10 - Lieutenant
- e- Grade 12 - Captain

(G) Detectives, non-uniformed rank grades are as follows:

- a- Grade 09 - Detective
- b- Grade 10 - Lieutenant
- c- Grade 12 - Captain

Section 2 - (A) The basic wage rates are those approved by the City Council on 7-18-2000 and designated as being effective 7-15-2000, Exhibit "A-Extract Police" attached to this agreement.

(B) The matrix for computing wages for future increases shall be the wage schedule approved 7-18-2000 by the City Council as Exhibit "B" attached to this agreement. This may be adjusted in accordance with Section (D).

(C) On October 1, 2000, there shall be a step increase set for Bargaining Unit employees, and the step increase shall be performance based. The Union shall be advised of any Bargaining Unit employee whose performance is deemed unacceptable, in which an averaging rating of three (3) on the evaluation is not achieved. Such an employee shall be advised as to why the performance rating is not acceptable. Such an employee shall be given appropriate corrective steps with corresponding time stipulations to remedy unsatisfactory performance.

(D) Wage Protection Plan. The City Council under its authority to approve and set wage rates shall yearly review with the City staff the consumer price index for public employees in the Southeastern sector of the United States and determine if a cost of living adjustment is appropriate.

Section 3. It is also agreed that the City Manager will meet with the City Council to increase wages by an additional \$300.00 between the contract ratification date and the new budget being set in October, 2000. This wage increase will be spread over the period beginning with the first pay period, after approval of the contract by the City Council, and the budget set in October 2000.

Section 4. It has been agreed that effective with the beginning of the new budget October 1st, 2003 ALL bargaining unit employees shall receive a Seven Percent (7%) increase from their current rate of pay with the exception of the dispatchers who shall receive an overall increase of \$1.50 per hour as their hourly rate of pay. All additional provisions of the agreement regarding premium pay and holiday pay shall apply.

Section 5. The City Manager the Unit Chairman as well as the Business Manager shall meet as necessary to determine the current "matrix" or establish wage progressions based on agreed upon methods approved by the membership of the Bargaining Unit. This will be prior to economic talks opening in November 2004

ARTICLE 27  
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 28  
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 29  
Complaints

Section 1 Complaints

A citizen's complaint against an officer 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.

Section 2 Investigatory Complaint

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 department head, 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.

In addition, before any written complaint, employee notice, or warning is placed in an employee's personnel file, it shall be reviewed and initialed by the employee and the department head.

ARTICLE 30  
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 Chief of Police and the City Manager prior to enrollment.
2. The course must be job-related and in the best interests of the City.
3. The course must be offered by an accredited institution.
4. 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%
5. 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.
6. Only full-time permanent employees are eligible for tuition reimbursement. Employees must attend classes during off-duty hours.
7. No authorizations for reimbursement shall be made for more money than is allocated by the City by budget line-item educational reimbursement.

#### ARTICLE 31 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 ten (10) consecutive scheduled work shifts, upon request by the member to the department head. This may be extended by five (5) more consecutive work shifts; only the extended shifts require department head 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.

- A. An employee who is directly involved in an incident, which results in the death of another person, shall be granted the full ten (10) consecutive work shifts under the above outlined incident leave, with the option of requesting the additional five (5) consecutive work shifts.
- B. An employee covered under Section A, who remains away from work for more than three (3) 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 the approval of the department head. The City of Gautier 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 another police officer whom he/she is assisting, shall be covered under Section A, but with a maximum limit of five (5) consecutive work shifts. The employee shall have a minimum of three (3) voluntary counseling sessions, not to exceed a maximum of six (6) sessions. 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 of Incident Leave, upon approval of the department head.
- 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 twenty (20) work shifts in addition to counseling.

ARTICLE 32  
Reserved

ARTICLE 33  
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.

- A. The Chief of Police 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.
- B. Whenever an employee is attending compulsory courses or training programs, he/she will earn wages at the rate and schedule to which he/she was originally assigned.
- C. The Department 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 officer or department. All eligible members shall have an opportunity to bid for the prerequisite and optional courses.

ARTICLE 34  
Terms of Agreement

This agreement shall be valid and binding upon both parties until November \_\_\_\_, 2004. Negotiations for Economics shall be done in accordance with Article

26, Section 1, (A), (B). Negotiations for all other Articles and their Sections shall begin no later than ninety (90) days prior to the termination date of this agreement, and every three years thereafter. Both parties hereby agree to meet as often as necessary and to use all good faith towards the modification and/or extension of this agreement. In the event a new agreement has not been reached by the expiration date noted, the above terms and conditions agreed to shall be extended until such time that a new agreement has been reached.

This agreement shall inure to the benefit of, and be binding upon, the successors and assignees of the respective parties hereto.

This agreement shall be effective on and after 6:00 a.m., local time, October 1, 2003, which is the beginning of the pay period immediately following execution of the contract by all parties.

IN WITNESS WHEREOF, the parties hereto have set their hands this 1st day of October, 2003.

BY: [Signature]  
CITY CLERK

BY: [Signature]  
CITY MANAGER

BY: [Signature]  
BUSINESS MANAGER/FINANCIAL SECRETARY  
IBEW, LOCAL UNION 733

BY: [Signature]  
CHAIRMAN, IBEW UNIT FIVE - GPD

BY: [Signature]  
COMMITTEE MEMBER

BY: [Signature]  
COMMITTEE MEMBER

BY: \_\_\_\_\_  
COMMITTEE MEMBER