



*Lynn Fitch*  
**ATTORNEY GENERAL**  
OPINIONS AND POLICY

July 6, 2026

Andrew Stuart, Esq.  
Attorney, City of Guntown  
359 North Spring Street  
Tupelo, Mississippi 38804

Re: Compensation for a Municipal Employee Assuming Duties Outside the  
Scope of her Regular Employment

Dear Mr. Stuart:

The Office of the Attorney General has received your request for an official opinion.

### **Background**

The City of Guntown (the “City”) employs an individual as a W-2 employee. Recently, the employee assumed additional responsibilities beyond her regular duties, and the City wishes to pay her additional compensation.

### **Questions Presented**

What is the proper method for compensating a municipal employee for additional work outside of her regular duties?

### **Brief Response**

The City must renegotiate the employee’s terms of employment to compensate her prospectively for additional duties performed outside of her regular position.

### **Applicable Law and Discussion**

In an instance such as this one, where the City desires to provide additional compensation for additional duties performed by the employee, “[t]he proper mechanism for addressing this would be to renegotiate the terms of the employment of that individual to take these duties into consideration.” MS AG Op., *McGriggs* at \*1 (Apr. 27, 2001).

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While this office has opined that the award of additional compensation to a public employee after an employment relationship has been agreed to is prohibited because “a county does not have authority to compensate employees beyond the contract made[,]” an employee’s responsibilities and duties “may be adjusted prospectively and the salary adjusted accordingly.” MS AG Op., *Gordon* at \*1 (Oct. 17, 2003) (citing Article IV, Section 96 of the Mississippi Constitution).

Therefore, it is the opinion of this office that to compensate this employee for the additional responsibilities, the City will need to renegotiate the terms of her employment.

If this office may be of any further assistance to you, please do not hesitate to contact us.

Sincerely,

LYNN FITCH, ATTORNEY GENERAL

By: */s/ Misty Monroe*

Misty Monroe  
Assistant Attorney General

OFFICIAL OPINION