COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF MESQUITE

AND

GENERAL SALES DRIVERS, DELIVERY DRIVERS & HELPERS AND PUBLIC SECTOR, TEAMSTERS LOCAL UNION NO. 14

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

DURATION
July 1, 2013 - June 30, 2016

FIRE & RESCUE BARGAINING UNIT

Collective Bargaining Agreement

CITY OF MESQUITE

Fire & Rescue Bargaining Unit
Fiscal Year July 1, 2013 through June 30, 2016

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Preamble

This Agreement is made pursuant to the Local Government-Employee Management Relations Act by and between the City of Mesquite, Nevada, a local government employer (hereinafter, the "City") and the General Sales Drivers, Delivery Drivers & Helpers, and Public Sector, Teamsters Local Union No. 14, affiliated with the International Brotherhood of Teamsters (hereinafter, the "Union") as the recognized bargaining agent for those positions identified in Article 1. The City and the Union are referred to collectively as the "Parties."

ARTICLE 1 - CLASSIFICATION, REPRESENTATION, AND RESERVE PROGRAM

Section 1.1 The City and the Union agree that the following classifications are represented by the Union:

Firefighter EMT
Firefighter Paramedic
Fire Inspector Plans Examiner
Engineer

Representation shall be limited to regular, full time appointments listed in this Section.

Section 1.2 Representation by the Union for classifications listed in Section 1.1 of this Article shall cease to exist at such time that less than fifty percent (50%) of the employees so classified are members in good standing of the Union.

Section 1.3 No employee who, prior to the date of this Agreement, was receiving more than the rate of wages designated in the hourly wage schedule contained herein for the class of work in which the employee was engaged shall suffer a reduction of the rate of wages because of adoption of this Agreement.

Section 1.4 The City shall notify the Union, in writing, of its intent to establish any new position or classification and the City shall indicate its belief as to whether or not said classification is a bargaining unit classification. The Union shall notify the City within ten (10) working days of receipt of notification, within the meaning of Section 1.3, if the Union believes a newly-established classification belongs in the bargaining unit. The City and the Union shall meet and resolve the disagreement within five (5) working days of the Union's notice to the City. If the Parties are unable to reach an agreement at that meeting, or at subsequent mutually agreed-upon meetings, the Employee/Management Relation Committee shall meet, review the proposed new position or classification, and make recommendations. If the newly-established classification and/or position is agreed to be, or is determined by the Employee/Management Relations Committee to be a bargaining unit classification, the Parties shall meet promptly to discuss and define the new classification.

Section 1.5 As used herein, "Department" shall mean the City's Fire & Rescue Department.

Section 1.6 As used herein, "Employee/Management Relations Committee" shall consist of the City Manager, City Attorney, Human Resources Manager, Teamsters Local 14 Business Agent, and one appointed representative from each bargaining unit (Regular, Fire, and MPOA). The seven (7) member Employee/Management Relations Committee shall meet on a need basis. The Committee shall review and make recommendations pursuant to this Agreement.

Section 1.7 The City may establish and maintain a Reserve Program that allows for the employment of part time reserve firefighters at a compensation rate set by the City. Any reserve firefighter filling a full-time firefighter vacancy shall meet the required qualifications for a confirmed firefighter. The Fire Chief shall set the minimum required qualifications for a "confirmed" firefighter. A "confirmed firefighter" is defined as a full time firefighter who has successfully completed probation.

Section 1.8 Reserve firefighters may assist in filling vacancies on a shift-due to scheduled vacations, scheduled or unscheduled sick time or other unscheduled time. Only one (1) reserve firefighter may fill a vacancy if there are six (6) full-time firefighters working the shift. Only two (2) reserve firefighters may fill vacancies if there are seven (7) full-time firefighters working the shift. Only three (3) reserve firefighters may fill vacancies if there are eight (8) full-time firefighters working the shift. "Working the shift" is defined as a full-time firefighter physically present and working on the specific shift.

Section 1.9 Reserve firefighters may be utilized in inter-facility transport prior to using on-duty Firefighters.

ARTICLE 2 - UNION MEMBERSHIP

Section 2.1 The Union shall notify the City, in writing, of all current officers of Local 14 that are empowered to represent employees under this Agreement.

Section 2.2 The Union shall notify the City of the names of any Stewards that are appointed by the Union within fifteen (15) calendar days of the appointment.

Section 2.3 In reliance on the Nevada Supreme Court Opinion in Cone v. Nevada Service Employees Union /SIEU Local 1007, 116 Nevada Adv. Op. No. 54 (May 4, 2000) ("Cone"), the Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit. The City recognizes the right of the Union to charge non-members of the bargaining unit reasonable service fees for representation in appeals, grievances, and hearings. The City understands that, pursuant to Cone, the Union has adopted a resolution establishing such fees and that the Union has the authority, pursuant to Cone, to change those fees from time-to-time.

ARTICLE 3 - UNION REPRESENTATION

Section 3.1 The Secretary-Treasurer of the Union and/or his/her Business Agent as representatives of the Union shall be given authority to enter the premises of the City during any shift for the purpose of investigating working conditions of employees covered by this Agreement, to assist in the settlement of grievances arising under this Agreement, and to post notices regarding Union activities.

Section 3.2 Whenever a representative of the Union plans to enter City property for the purpose of conducting Union business or to meet employees at a work site for the purpose of conducting Union business, the Union representative shall notify the Fire Chief and the City Manager or their respective designees of the Union representative's presence, the purpose of the visit, and the expected duration of the visit.

Section 3.3 It is agreed that the Union representative shall conduct himself/herself in such a manner that will avoid interfering with the efficient operations of the City.

Section 3.4 The City agrees to allow two (2) employee representatives to sit at the bargaining table for the purpose of negotiations without loss of pay or deduction from the employee's leave time.

A. If the presence of additional or specific employees is required for informational purposes, upon agreement by the negotiating teams, said employee(s) may be asked to join the negotiation session without loss of pay.

Section 3.5 Due to the unique schedule of employees covered by this Agreement, at any given time at least one third (1/3) of the employees are on shift. In the interest of fairness, on-duty employees shall be permitted to meet along with off-duty employees and Union representatives with twenty-four (24) hour advance notice to the City Manager and the Fire Chief for purposes of discussing Union business from time to time. The Union and the employees are committed to the efficient operations of the Department and agree to attempt to hold meetings before 8 a.m. or after 5 p.m. The City agrees to allow said meetings at a Fire Station and allow the crews of other Fire Stations to attend the meetings as long as response times of all affected Fire Stations are kept within reasonable standards.

ARTICLE 4 - UNION MEMBERSHIP DUES DEDUCTIONS

Section 4.1 The City agrees to deduct from the wages of each Union member, upon the written request of the employee, the sum certified as monthly union dues and/or initiation fees and deliver the same to the Union Secretary Treasurer. If any controversy arises on account of such deductions that the Union failed to notify the City to discontinue, the Union will furnish, at no expense to the City, competent legal counsel of the City's choosing and the Union agrees to

indemnify, save and hold the City harmless from any and all expenses, costs, or liability incurred by the City which arises out of or is otherwise directly related to such controversy.

Section 4.2 Such funds shall be remitted by the City to the Secretary-Treasurer of the Union within fifteen (15) days after such deductions are made. The employee's authorization for deduction of Union dues and/or fees is revocable subject to the conditions outlined on the check-off authorization or upon termination of employment.

Section 4.3 The City will not be required to honor any monthly deduction authorizations that are delivered to the payroll section after the beginning of the pay period during which the deductions should start.

Section 4.4 The Union agrees to refund to the City any monies paid to it in error on account of the payroll deduction provisions herein upon presentation of proper evidence thereof.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 5.1 The City and the Union agree that the management officials of the City possess the sole right to operate the City and that all management rights remain with the City officials. These rights include, but are not limited to, the following:

A. The right to direct its employees;

B. The right to hire, direct, assign, promote, classify, suspend, demote, discharge, or take disciplinary action against any employee;

C. The right to maintain the efficiency of its employees and governmental operations;

D. The right to relieve any employee from duty because of lack of work, or lack of funds, or for any other legitimate reason;

E. The right to determine appropriate work performance standards and reasonable rules of conduct;

F. The right to determine the content of the work day including, without limitation, work load factors;

G. The right to determine the location of the work force;

H. The right to determine the processes for inter-facility transport services;

I. The right to determine the materials to be purchased, contracted and sub-contracted;

J. The right to determine the quality and quantity of services to offer to the public, and the means of offering those services;

K. The right to issue, amend or revise policies, rules, regulations and practices legitimately necessary to carry out all managerial and administrative prerogatives.

L. The right pursuant to NRS 288 to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster or a civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency.

Section 5.2 The City's failure to exercise any such prerogative or function in a particular manner shall not be considered a waiver of the City's right to exercise such prerogative of function nor shall it preclude the City from exercising the same in some other manner not in conflict with the provisions of this Agreement.

ARTICLE 6 - HIRING PROCEDURES

Section 6.1 The City shall notice all position openings referenced in Article 1, Section 1.1 in accordance with City policy and shall advise the Union in writing of such notice. Notice of all bargaining unit vacancies shall be posted for not less than seven (7) working days prior to filling the position. Posting locations will be clearly recognizable in each City facility.

Section 6.2 The Union may refer applicants for open positions.

Section 6.3 Membership or non-membership with the Union shall not constitute any criteria for employment with the City.

Section 6.4 Employment with the City shall be based solely upon competitive examination except as otherwise specifically provided herein.

Section 6.5 The City shall notify the Union and Shop Steward, in writing, of all hires and terminations within the bargaining unit.

Section 6.6 All new employees will be required to complete a physical agility test prior to the establishment of the eligibility list. One of the following tests will be chosen prior to and posted in the job announcement. The test will be either the IAFC/IAFF CPAT as the City of Mesquite is able to accept as specified in Appendix C or the Mesquite Fire Rescue Physical Agility Test as specified in Appendix D.

Section 6.7 All entry level hires shall be chosen from the top five (5) combined scores, in the event of a tie for the fifth (5th) position the list will be expanded beyond five (5) names to include all ties for fifth (5th) position. Each additional position shall expand the list by one (1) name.

Section 6.8 All initial appointments shall be subject to a probationary period of twelve (12) months.

A. The City reserves the right to extend said probationary period for an additional six (6) months or fraction thereof, not to exceed a total of eighteen (18) months.

B. The Union shall be notified, in writing, of such extensions.

Section 6.9 Any full-time employee represented pursuant to this Agreement shall be eligible to test for any open position of similar or lower grade within the Department, subject to the following:

A. The employee must participate in all phases of the competitive examination process that other candidates for the same position participate in and meet the minimum scores as set forth prior to the testing;

B. The employee must meet all of the requirements as posted in the job description;

C. In the event that a current eligibility list exists for the open position, no further application may be made or consideration given until the list expires or is discarded by the City; and

D. As set forth in Article 8, Section 8.3(F)a & b, seniority points shall form a part of the total possible examination score in the competitive testing process but it shall not exceed five (5) points.

Section 6.10 Eligibility lists for the available vacancy may be established when the selection process is completed. The names of all applicants successfully completing all parts of the selection process will be placed on an eligibility list. Eligibility lists shall be available and shall remain in effect for one (1) year and may extend for an additional six (6) months if requested by the City Manager and/or Fire Chief. The City has the right to retest if the list is exhausted and/or there are less than five (5) candidates on the list.

ARTICLE 7 - SENIORITY

Section 7.1 The date of hire as a full time employee shall be the deciding factor for seniority within the bargaining unit and shall be defined as "time in service".

A. In the event that two (2) or more employees have the same date of hire, the employee's position on the hiring eligibility list based on the cumulative test score at the time of hire

shall be the determining factor. The employee with the highest cumulative test score of the tied employees shall have seniority over the lower scorer(s). This method of tie-breaking shall only be used in the event of a tie of the original successful completion of probation date of hire. Hiring test scores shall carry no other weight regarding seniority.

B. In the event two (2) or more employees have the same date of hire and same test score as stated in Subsection A, the determining factor in seniority shall be the employee who chooses the highest card from a deck of playing cards. Both employees shall be present when the cards are chosen. Both employees shall have a deck of cards to choose from simultaneously.

Section 7.2 The date of promotion to a higher pay grade shall be the deciding factor for seniority within the pay grade and shall be defined as "time in grade".

A. The effective date of the City's Personnel Action Form (PAF) shall be the date of promotion.

B. In the event two (2) or more members have the same date of promotion, the member's position on the eligibility list specified in Section 8.3, Subsection 6, shall be the determining factor for time in grade.

C. In the event two (2) or more employees have the same date of promotion and same test score as stated in Subsection B, the determining factor in seniority shall be the candidate who chooses the highest card from a deck of playing cards. Both candidates shall be present when the cards are chosen. Both candidates shall be given a deck of cards to simultaneously select a card.

Section 7.3 A seniority list reflecting the date of hire and the date of last promotion (where applicable) shall be established and updated annually by the Fire Chief or his/her designee. When the list is updated annually, a hard or electronic copy shall be provided to all bargaining unit employees. If no bargaining unit employee or the Union protests seniority listed that affects a particular employee within thirty (30) days of such posting, the seniority list shall stand as conclusive evidence of each person's seniority until the establishment of the next annual seniority list.

ARTICLE 8 - PROMOTION

Section 8.1 The term "promotion" means the advancement of an employee to a post of a higher classification or grade. All internal promotions shall be subject to a qualifying period of six (6) months.

A. The City reserves the right to extend said qualifying period for an additional six (6) months, not to exceed a total of twelve (12) months.

B. The Union shall be notified, in writing, of such extensions.

C. Any employee who does not successfully complete the qualifying period shall revert to their previously held position without loss of seniority and shall resume the employee's previous position's pay plus any approved department increases.

Section 8.2 Insofar as practicable and consistent with the best interest of the Department and/or the City, all vacancies will be filled by promotion from within, provided there are qualified applicants after an examination has been given and a promotional list established. In the event the City deems it appropriate to fill a vacancy other than an entry level position from outside the Department, a written reason for that decision shall be provided to the Union and may be subject to Article 31.

Section 8.3 Promotions and appointments shall be determined by competitive examination, as follows:

A. Examination may consist of written, oral, practical, physical, and experience based performance tests, or any combination thereof, at the discretion of the City.

B. The preparation and actual conduct of every examination shall be under the direction of the City.

C. Notice of examination is to be given at least thirty (30) days prior to the date of examination. The notice shall be posted in City Hall and copies distributed to each fire station for posting and review by the employees.

D. In all examinations, the minimum rating by which eligibility may be achieved shall be established by the Fire Chief with the approval of the City Manager. Such minimum ratings shall apply to each part of the test. Candidates shall be required to attain at least the minimum rating on each part of the test in order to continue to the remaining parts of the test.

E. The final earned rating of a competitor shall be determined by averaging the earned rating on each part of the examination in accordance with the weights established by the City for each part prior to the examination.

F. At the conclusion of any examination, an eligibility list containing the names of those persons who have successfully passed the examination, arranged in order of final ratings received from the highest passing score to the lowest, shall be prepared and kept available provided that:

    a. Seniority points shall form a part of the total possible score but shall not exceed five (5) points.

b. Seniority points shall be awarded on the basis of one-half (1/2) of one (1) point for each complete year of service up to the maximum of five (5) points.

c. The entire list shall be certified and appointment shall be made by the Fire Chief, upon written approval of the City Manager, from among the top five (5) names, except as follows:

i. When there are less than five (5) names on the list, the Fire Chief may request a new examination. Each additional position will expand the list by one (1) name, two (2) positions from among the top six (6), three (3) positions from among the top seven (7), etc. or

ii. If there are ties for the fifth (5th) position, the list will be expanded beyond five (5) names to include all ties for fifth (5th) position.

G. Eligibility Lists shall be posted and shall remain in effect for one (1) year and may extended for an additional six (6) months if requested by the City Manager and/or Fire Chief. All applicants on the eligibility list shall receive a copy of the posted list. Any applicants will be able to challenge the test scores, bonus points, or combined score for a time not to exceed thirty (30) calendar days.

Section 8.4 An employee receiving a promotion will be placed at the wage step, in the appropriate classification, that will provide the employee a minimum of a five percent (5%) increase for non-supervisory promotion or a ten percent (10%) pay increase to a supervisory promotion

ARTICLE 9 - HOLIDAYS

Section 9.1 The following days are designated as holidays for all employees:

A. New Year's Day, January 1st
B. Martin Luther King's Birthday, (Third Monday in January)
C. President's Day, (Third Monday in February)
D. Memorial Day, (Last Monday in May)
E. Independence Day, July 4th
F. Labor Day, (First Monday in September)
G. Nevada Day, (Last Friday in October)
H. Veteran's Day, November 11th
I. Thanksgiving Day, (Fourth Thursday in November)
J. Family Day, (Day after Thanksgiving Day)
K. Christmas Eve, December 24th
L. Christmas Day, December 25th
M. Any day that may be declared by the Governor as a legal holiday and confirmed by City Council shall be considered as an additional paid holiday.

Section 9.2 Twenty-four hour employees will be paid eight (8) hours of holiday pay at their regular hourly rate when a holiday, as specified in Section 9.1, falls on a day that the employee is scheduled off. If a holiday falls on a day where the employee is working a shift, call back or a normally scheduled shift, the employee will receive eight (8) hours of holiday pay at the employee's regular rate, and time and one-half (1 1/2) for all hours worked during the holiday.

Section 9.3 Emergency callback during a holiday in Section 9.1 shall be paid an additional one-half (1/2) times more than specified in Section 24.1(2), resulting in double time paid for the time worked for that emergency callback. There will be a minimum of two (2) hours of double time paid for all emergency holiday callbacks. Emergency call back shall be defined as a return to work for the purpose of supplementing man power in response to an unforeseen incident.

ARTICLE 10 - ANNUAL LEAVE

Section 10.1 Employees shall accrue annual leave and it shall be credited on a bi-weekly basis at the following rates:

Beginning the Pay Period Following;	Through the Pay Period During Which the Employee Completes	Forty Hour Employee Hours Accrued	24 Hours Shifts Accrued
Date of hire to an eligible position	2 years of eligible employment	0.0385 (80 hours)	5 Shifts (120 hours)
2 years of eligible employment	5 years of eligible employment	0.05 (104 hours)	6.5 Shifts (156 hours)
5 years of eligible employment	10 years of eligible employment	0.0577 (120 hours)	7.5 Shifts (180 hours)
10 years of eligible employment	15 years of eligible employment	0.0692 (144 hours)	9 Shifts (216 hours)
15 years of eligible employment		0.0769 (160 hours)	10 Shifts (240 hours)

Section 10.2 Employees who transfer from a forty (40) hour a week position to a twenty-four (24) hour shift position shall have accrued annual leave balance multiplied by 1.5. Employees transferring from twenty-four (24) hour shift position to a forty (40) hours a week position shall have their accrued annual leave divided by 1.5.

Section 10.3 Annual leave may be accumulated up to a maximum of four hundred eighty (480) hours. If an employee took a minimum of forty-eight (48) hours annual leave as time off, any annual leave hours which exceed the allowed maximum will be paid at the regular hourly wage to the employee as a separate check on the last pay day of November of each year. If an employee did not take a minimum of forty-eight (48) hours annual leave as time off forty-eight

(48) will be deducted from the accumulated time before a payout of the remainder of excess hours.

A. If an employee has taken a minimum of forty-eight (48) hours annual leave as time off, an employee may request one (1) time during the duration of this Agreement payment for the remainder of his/her annual leave. If an emergency arises during the duration of the Agreement, an employee may request payment for his/her annual leave. The City Manager must approve the request for emergency payments of annual leave.

Section 10.4 Employees with more than one (1) year of continuous service who voluntarily resign or are terminated for reasons other than unsatisfactory service, misconduct or for cause as defined in Article 24 of this Agreement are entitled to payment for one hundred percent (100%) of unused annual leave accrued.

Section 10.5 All employees' vacation requests and fully approved vacation schedules will be posted accurately and kept current to avoid conflicts. An annual leave calendar will be maintained online. It will be kept current and will be accessible to all employees at all times.

A. The month of December of each year will be an open forum to submit annual leave requests for the following year.

    a. If two or more employees request the same period off, then seniority will take precedence.

    b. The senior person shall only be granted preference for up to one (1) cycle of annual leave, after which the next senior person gets "second pick." This process will continue until all requests are selected and the annual leave calendar has been authorized and posted.

B. During the course of the year, annual leave shall be granted on a first come, first serve basis. If, after December, two or more employees submit requests on the same day for the same time period and adequate staffing only permits one employee time off, time off shall be granted by seniority.

C. Additional vacation requests must be submitted at least twenty-four (24) hours in advance.

Section 10.6 Applications for annual leave must be submitted to the employee's direct supervisor for approval. The Fire Chief or his designee has final approval authority for leave requests. The City retains the right to deny or to cancel annual leave if such denial or cancellation is necessary for the efficient operations of the City. Cancelled leave shall be re-scheduled as soon as practicable.

Section 10.7 **<u>Leave Request Rescinded</u>** If the City rescinds a previously granted leave request which results in a non-refundable loss to an employee, the employee shall be reimbursed

for such non-refundable loss. All airline tickets and receipts evidencing non-refundable expenditures shall be submitted to the City prior to payment. In the case of airline tickets, if a fee may be paid for rescheduling non-refundable airline tickets, the City will pay the rescheduling fee if it is less than the cost of the tickets. An employee is required to advise the City of any such loss immediately upon rescission of any previously granted annual leave and provide documentation of the loss within thirty (30) days thereof. If the employee purchased non-refundable airline tickets or other non-refundable expenses which may be used at a future date, the City Manager will determine employee eligibility for reimbursement on a case-by-case basis.

Section 10.8 **Use of Leave Time** The City agrees to allow at least one twenty-four (24) hour employee to use vacation leave or compensation leave at any one time.

ARTICLE 11 - SICK LEAVE

Section 11.1 Sick leave shall accrue at the rate of six (6) hours per bi-weekly pay period for twenty-four (24) hour shift personnel, and such leave taken shall be charged on an hour-for-hour basis. Employees shall be paid their regular hourly rate of pay for all sick leave hours used and such leave taken shall be charged as used. Forty (40) hour a week employees shall accrue sick leave at the same rate as other forty (40) hour a week employees within the City.

Section 11.2 Employees who transfer from a forty (40) hour position to a twenty-four (24) hour shift position shall have accrued sick leave balance multiplied by 1.5. Employees transferring from a twenty-four (24) hour shift positions to a forty (40) hour week positions shall have their accrued sick leave divided by 1.5.

Section 11.3 **Physician's Certificate of Recovery and Fitness** The Fire Chief or his designee may require a certificate of recovery and fitness for duty signed by a physician from an employee upon return to work from any illness that required the use of sick leave for a period longer than two (2) shifts. The Fire Chief or his designee may also require that an employee submit a certificate of recovery and fitness for duty signed by a physician in the event the employee has six (6) incidents of sick leave usage in a twelve (12) month period.

Section 11.4 A maximum of seven hundred fifty (750) hours of sick leave may be accrued. Any excess in the maximum accrual as of December 31 in a year will be paid to the employee at his/her regular rate of pay at fifty percent (50%) on the next Pay Check.

Section 11.5 Sick Leave may only be used by employees who are:

A. Incapacitated from the performance of their duties by illness or injury;

B. Whose attendance is prevented by public health requirements;

C. Who must attend doctor or dentist appointments that are clinically necessary; or

D. Who is required to absent himself/herself from work to personally care for a member of his/her immediate family, (immediate family shall mean a person listed on the City of Mesquite Consanguinity/Affinity Chart (attached hereto as Appendix B) during family emergencies that require the employee's prompt attention.

Section 11.6 Eligible employees shall be granted leave without pay in accordance with this Agreement, applicable laws, including the Family and Medical Leave Act of 1993, as amended, and/or applicable City Policies.

Section 11.7 **Catastrophic Leave accumulation** Each employee shall be eligible to accrue a maximum of 480 hours of Catastrophic Leave to be used in the event of an On The Job Injury. These hours will be accrued from the sick leave payout, Article 11, Section 11.4 in the following manner: The fifty percent (50%) of sick leave time that is not paid out will be moved to Catastrophic Leave. Under no circumstances will Catastrophic leave be eligible for payout.

Section 11.8 **Death or Permanent Disability** In case of the death or permanent disability of an employee, one hundred percent (100%) of the employee's unused sick leave shall be paid to the employee's beneficiaries.

Section 11.9 **Sick Leave at Separation** After five (5) years of service, when an eligible employee terminates his/her employment with the City due to resignation, retirement or disability, the employee shall receive a one (1) time recognition payment based upon the amount of unused sick leave remaining in his/her sick leave account. Employees will be paid for any unused sick leave (not to include the employee's catastrophic bank) at the rate of one-half (1/2) of his/her regular rate of pay.

ARTICLE 12 - BEREAVEMENT LEAVE

Section 12.1 All full-time employees may be granted leave with pay for up to two (2) shifts in the event of a death in the employee's immediate family. "Immediate family" shall mean a person listed on the City of Mesquite Consanguinity/Affinity Chart attached hereto. The Fire Chief may extend funeral leave for an additional four (4) shifts when circumstances warrant.

ARTICLE 13 - COURT LEAVE

Section 13.1 Full-time employees called to serve on jury duty shall receive their regular pay, minus any monies paid to employee for jury duty or witness fees. Those employees called but not selected to serve on the jury shall report back to work immediately upon being excused if one-half (1/2) or more of the assigned shift remains at time of being excused. Any travel allowance paid in connection with jury duty shall also be retained by the employee.

Section 13.2 Any employee subpoenaed to testify in court or to be deposed as a direct result of performance of their duties with the City of Mesquite shall be compensated for time spent in such activities. Travel expenses shall be compensated per City Policy No. 7.2.1 (Out of Town

Travel). If there are no City vehicles available and the employee must use a personal vehicle, mileage will be reimbursed at the standard mileage rate as set each year by the Internal Revenue Service for use of a personal vehicle for business purposes. The City agrees that any employee that is testifying in accordance to Section 13.2 shall be paid a minimum of two (2) hours pay.

ARTICLE 14 - LEAVE OF ABSENCE

Section 14.1 Family and Medical Leave. Family and medical leave of absence may be granted to an eligible employee in accordance with the provisions of the Family and Medical Leave Act of 1993, as amended, and the Family and Medical Leave Act Policy of the City.

Section 14.2 Other Leave of Absence for Employees. Upon application to the Fire Chief, an employee may be granted a leave of absence without pay for a period not to exceed ninety (90) calendar days without prejudice to the employee's status. Such application shall be approved by the City Manager upon the recommendation of the Fire Chief.

Section 14.3 Except as otherwise required by law, any employee on an unpaid leave of absence shall accrue no benefits or seniority until such time as the employee reports back to work. The City may fill the employee's position on a temporary basis for the duration of the unpaid leave. Reinstatement rights following an unpaid leave of absence shall be governed by applicable law, if any.

ARTICLE 15 - MILITARY LEAVE

Section 15.1 When an employee enters the Armed Forces of the United States, whether by enlistment or by selective service, the following rules shall apply:

A. The employee shall be given military leave without pay;

B. During the period of military service, the employee shall retain rights to which the employee is entitled under applicable laws;

C. Reinstatement after the completion of military service shall be in accordance with applicable laws;

D. Persons employed to fill positions becoming vacant under these rules shall hold such positions subject to being transferred to another post, if available, or terminated upon the reinstatement of an employee in accordance with Subsection (3); and

E. An employee who is an active member of the United States Army Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, the United States Coast Guard Reserve, the United States Air Force Reserve, or the Nevada National Guard shall be granted leave with pay to serve under orders for a period of not more than fifteen (15)

working days in any one (1) calendar year. Such leave shall not be counted against the employee's available annual leave. As soon as practicable, the employee shall file with the City a copy of such orders indicating thereon the date said duty is to commence and the date duty is to cease.

SECTION 16 - SPECIAL LEAVE, SCHOOLING AND EDUCATIONAL ASSISTANCE

Section 16.1 Employees who miss regularly scheduled shift(s) due to City mandated or approved training shall be paid for the shift(s) missed. Employees shall not be paid additional hours for training in this case.

Section 16.2 Any employee in the Department who attends classes mandated by the City shall have the tuition for the class(es) and any required books or materials paid for by the Department. Travel to such classes shall be compensated in accordance with applicable City policy.

Section 16.3 Employees who attend training mandated by the City or for purposes of maintaining a professional certification which is required as condition of their employment during off-shift hours shall be paid at their applicable hourly rate for all hours spent in training.

Section 16.4 **Educational Assistance** Employees who pursue higher education that will enhance their ability to perform their current job, or will prepare them for a position of greater responsibility within the Department shall be reimbursed by the City for tuition, provided that the following conditions are met and pre-approved by the Fire Chief.

A. The course is in Fire Science, Emergency Medical Services, Leadership or Management or subjects related to degrees in those categories.

B. The course must be passed with a letter grade of "B" or higher.

C. The course is provided by an approved college, or program. For budgeting purposes, the employee must submit a request for educational courses to the Fire Chief by January 30th for classes that will be taken during the next fiscal year.

The benefits provided for in this section will be suspended, and not available, for the term of this agreement.

ARTICLE 17 - RULES AND REGULATIONS

Section 17.1 The Union agrees that its members shall abide by, and enjoy such benefits of the rules and regulations of the adopted policies and procedures of the City of Mesquite and the Mesquite Fire & Rescue Department that are not in conflict with this Agreement, and said rules shall be recognized as part of this Agreement. In the event of conflict between the policies and

procedures of the City and Fire & Rescue Department and this Agreement, this Agreement shall take precedence.

Section 17.2 The Fire Chief shall provide to the Union hard or electronic copies of all Departmental rules, regulations, and Standard Operating Procedures or Guides (S.O.P's/S.O.G's). Such rules are not subject to negotiation with the Union but, in the event any such rule, regulation, or SOP/SOG is in conflict with this Agreement, this Agreement shall take precedence.

Section 17.3 The Fire Chief shall provide to all bargaining unit employees hard or electronic copies of all rules, regulations, and SOP's / SOG's. A copy will be forwarded to Union. All additions, deletions or changes to such rules, regulations and/or SOP's / SOG's shall be posted on a bulletin board located in a conspicuous location in each Fire Station for at least fifteen (15) calendar days before implementation for review.

Section 17.4 Said bulletin board referenced in Section 17.3 of this Article shall also be used by the Union to post notices of interest to the employees. The Union agrees to submit two (2) copies of all notices posted by the Union or Union Representative to the Office of the City Manager and one (1) copy to the Fire Chief at the time of posting.

Section 17.5 Nothing in this Agreement shall be interpreted or applied to cause the City or the Union to violate their respective policies regarding non-discrimination. The City and the Union shall cooperate to ensure that no employee or applicant for employment is discriminated against by reason of race, religion, creed, color, national origin, disability, sex, sexual orientation, gender identity or expression or age.

Section 17.6 <u>Outside Employment</u>

A. The City will allow an employee to engage in outside employment unless the outside employment presents a real or potential conflict with or negatively impacts his/her employment with the City.

B. Outside employment may be classified as in conflict with the City's interest if it:

   a. Interferes with or negatively impacts the employee's ability to perform his/her assigned job;

   b. Is conducted during the employee's work hours;

   c. Requires the services of other City employees during their normal City work hours;

   d. Makes use of City's telephones, computers, supplies or any other resources, facilities or equipment;

e. Is represented as an activity of the City or an activity endorsed, sanctioned or recommended by the City;

f. Takes advantage of the employee's employment with the City, except to the extent that the work with the City may demonstrate expertise or qualification to perform the outside work;

g. Requires the employee to schedule time off at specific times that could disrupt the operation of the City;

h. Is employed with a firm that has contracts or does business with the City. Exceptions have been identified in City Personnel Policies Manual Section 3.13, Subsections 10(a) and (b).

C. Both parties understand and agree that outside employment must be approved by the Department Manager and City Manager before the employee engages in outside employment.

a. An employee must notify his/her Department Manager if the outside employment may be reasonably perceived to be in conflict with his/her City employment or if the employee is unsure about a perceived conflict.

b. In order to determine if there is a conflict with the employee's duties, the Department Manager may request information such as:

i. The outside employer's name;

ii. Hours of proposed employment;

iii. Job locations, and;

iv. Duties to be performed.

c. The request for outside employment shall be approved or disapproved within ten (10) calendar days of receipt by the City Manager.

D. If at any time after the approval it is determined that the outside employment is in conflict with the City's interests as listed in 17.6(B), the City may require that the employee terminate his/her secondary employment.

E. Disagreements of whether outside employment is a conflict of interest shall be settled using the grievance process outlined in Article 31.

F. Employees who engage in outside employment which is prohibited by this policy are subject to progressive discipline, up to and including termination.

ARTICLE 18 - SAFETY AND HEALTH

Section 18.1 Fire and Rescue Personnel shall not be considered derelict in their duties or guilty of insubordination for refusal to respond to an emergency scene that the responder reasonably feels is unsafe prior to that scene being secured by the Police. This includes, but is not limited to:

A. Calls involving domestic disputes

B. Calls involving Assaults / shootings / stabbings

C. Suicide attempts / overdoses

D. Fights

E. Combative and / or intoxicated persons

Section 18.2 The City shall provide appropriate personal protective equipment in accordance with all laws and nationally adopted standards at no cost to the employee.

Section 18.3 If an employee believes any working condition or machinery is unsafe shall immediately report it to the employee's immediate supervisor for corrective action.

A. Should the supervisor conclude that the working condition or equipment is within acceptable safety requirements and the employee insists to the contrary, the matter shall be reported to the Fire Chief and Union Shop Steward for action.

B. If the Fire Chief and the Union Shop Steward are unable to resolve the dispute, a formal grievance may be initiated in accordance with Article 31.

Section 18.4 The Fire Chief shall determine the uniform and the policy for its wear. The uniforms shall conform to the NFPA regulations. Once a year on July 1st, each employee shall receive a payment of one hundred sixty-five dollars ($165.00) to purchase his/her boots provided that the boots conform to NFPA regulations. The employee shall pay the cost of the NFPA regulation boots that is over the allowed one hundred sixty-five dollars (($165.00).

A. All uniforms shall be provided to the employee at no cost to the employee. After the successful completion of probation, the City will provide the employee with a Class-A Uniform.

B. The City shall replace all uniform items as they become worn, are not serviceable, or do not fit properly, as determined by the Fire Chief pursuant to policy.

C. A washer and dryer shall be installed in Fire Station One (1) for the use by employees for the maintenance of employee's uniforms and personal clothing. The two (2) sets of washers and dryers in Fire Station One (1) and Fire Station Three (3) shall be maintained by the City for use by the employees pursuant to NFPA regulations.

Section 18.5 All employees in the bargaining unit shall receive a family membership to the City of Mesquite Recreation Center at no cost to the employee for the duration of this Agreement.

Section 18.6 Each Fire Station shall have a separate supervisor assigned to it any time four (4) or more personnel are assigned to that Station for more than twelve (12) hours on any given shift.

Section 18.7 The City agrees to provide to the Fire and Rescue Chief, Deputy Chief and Fire Fighters an annual reasonable physical examination as determined by the City pursuant to NFPA 1582, with a copy of the results inserted into his/her confidential medical file. Such examination and any follow-up evaluation and/or required tests shall be on City time and at City's expense. The employee shall be paid time at the employee's base rate of pay for physicals and any follow-up evaluations and/or testing.

ARTICLE 19 - COMPENSATION FOR ON-DUTY INJURIES

Section 19.1 Since Nevada State Law prescribes all employees to be covered under workers compensation benefits, payment for medical and surgical treatment as well as compensation for lost work time and other benefits shall be as determined by the Nevada Revised Statues and the Nevada Administrative Code.

Section 19.2 The following is intended to supplement the aforestated coverage:

A. **Four Shifts or Less** In the event a full-time, permanent employee incurs a disabling on the job injury and the employee is determined to be eligible for workers compensation benefits, the employee will receive the employee's regular wage from the City when the injury results in a bona fide need for the employee to remain off the job for four (4) shifts or less and such compensation will not be charged against the employee's accumulated leave.

B. **Over Four Shifts** In those instances where the workers compensation administrator makes a determination that the employee is eligible for lost time benefits and the employee's regular wage is not entirely protected, the City will pay the employee, upon application by the employee, an amount equal to the difference between the lost time compensation received and the employee's normal wage, for a period of thirty (30) shifts, not to exceed ninety (90) calendar days. Such supplemental payments will not be charged against accumulated leave. For ease of administration, the employee will tum over to the City the lost time payments received from the administrator and the City will issue the employee's regular paycheck.

C. **Additional Ninety (90) Days** In the case of injury on duty that involves a deadly weapon, the City, upon application will extend the supplemental payment for a longer period of time, thirty (30) shifts, not to exceed an additional ninety (90) calendar days. Such extensions shall be subject to the City Manager's determination that the employee meets the following conditions:

a. That the employee is receiving workers compensation benefits.

b. That the employee was engaged in the performance of the employee's job at the time of the injury.

c. That the employee was generally adhering to all safety rules and practices, departmental rules and procedures and City rules and regulation. If the City Manager finds that the employee should not be granted a supplemental payment extension, the employee, at the employee's option, may elect to make up the employee's difference between the lost time compensation received and the employee's regular wage by using accumulated sick time.

D. **Return to Work** An employee may be directed by a doctor to report to work following a disabling, on-the-job injury, the employee shall present a release from the attending physician. Failure to report to work will result in the forfeit of benefits. Once light duty has been approved by a doctor, the employee must accept the position or forfeit the rights and benefits granted under this section. Any questions concerning an employee's fitness to return to work may result in the employee being required to consult, at the City's expense, a physician of the City's choice. In administering the provisions of the policy, the City may exercise such safeguards as are deemed appropriate and necessary to protect the City's and the employee's interest including the requirement for a medical examination by the City designated physician. The employee may acquire a second opinion from a physician of their choosing, to be used as an appeal.

E. **Health Insurance Plan** Contributions to the City's health insurance plan by the City shall continue only to the extent of coverage by worker's compensation benefits, not to exceed eighteen (18) months.

ARTICLE 20 - COMPENSATION FOR NON-SERVICE INCURRED ACCIDENTS OR ILLNESS

Section 20.1 An employee who is incapacitated due to non-service incurred accident or illness shall be entitled to draw the employee's full wage against sick or annual leave accrued to the employee's benefit.

Section 20.2 Contribution to the health insurance plan by the City shall continue to the extent of accrued sick or annual leave during the time of absence from work from the City or for a

period of one (1) month following the month in which the accident or illness was incurred, whichever is greater or as otherwise required by applicable law.

Section 20.3 In the event of a Family Medical Leave, referring to the Family Medical Leave Act of 1993, as amended, use of paid leave shall be concurrent with and count against unpaid leave entitlement in accordance with the Family Medical Leave Act Policy of the City.

ARTICLE 21 - WORK SCHEDULE

Section 21.1 The City agrees that any contemplated change from the present work week shall be subject matter for further discussion.

A. The work schedule is two (2) twenty-four (24) hour shifts on followed by ninety-six (96) hours off.

B. The shift shall begin at 0800 and end at 0800.

C. The City and Union agree that the workday, workweek, including three (3) meal periods(s), for which time will not be deducted, shall be as follows:

Total Hours of Work with No Overtime Included:

	Day	Week	Bi-Weekly	Yearly
Operations	**24**	**56***	**112***	**2912***
Fire Inspector	**10**	**40**	**80**	**2080**
Light Duty	**10**	**40**	**80**	**2080**

* Hours averaged

D. Any employee who has his/her work schedule temporarily modified to a forty (40) hour work week shall have his or her hourly wage adjusted so that his or her annual salary does not decrease.

E. Any employee who has his/her work schedule permanently modified to a forty (40) hour work week shall have his or her hourly wage adjusted to the current salary of that position.

F. Forty (40) hour a week employees shall work the schedule assigned by the Fire Chief.

G. Shift trades between employees of the same pay grade shall be allowed as long as it creates no overtime impact. Employees shall provide their supervisor with documentation

of the trade in advance. Any dispute over traded time between employees will not be addressed by the Department. It shall be the employee's responsibilities to one another to assure traded time is "paid back".

Section 21.2 **Shift Bid:** All full time Fire Department Personnel with rights under this Agreement shall bid for their shifts on a yearly basis.

A. The shift bid process shall begin December 1st of each year of this Agreement. The Fire Chief, or his/her designee, shall create a bid form with the correct number of shifts and employee classifications per shift clearly designated.

B. Personnel shall bid on shifts based on seniority with the Department as defined in Article 7 of this Agreement.

C. All full time Fire Department Personnel shall be allowed to bid for shifts with consideration to the following:

    a. To ensure continuity and effective operations, and;

    b. The shift bid process shall ensure that all shifts are manned with qualified personnel for acting positions, training needs and to fulfill the needs of Fire Department Programs.

D. The new shifts shall be finalized by December 15th of each year. The new shifts shall be effective beginning with the first full pay cycle beginning in January of the following year.

E. In the event of a vacancy during the year, at a time other than the scheduled yearly shift bid, employees may re-bid shifts, depending upon the needs of the department.

    a. When a vacancy occurs, a bid sheet shall be posted at all fire stations within one (1) week after the vacancy occurs. The sheet shall be posted for a period of five (5) calendar days.

    b. Employees wishing to bid on a shift vacancy shall sign their name and seniority date to the posted bid sheet. The employee with the most seniority, and possessing the proper qualifications for the shift vacancy, shall be allowed to move by bid. The resulting vacancy (if any) shall not be eligible for bid.

F. When new employees are hired, they will be assigned to shifts as determined by management for the effective delivery of Fire Department services and shall not be eligible to bid for a shift until the next yearly shift bid process after the end of their probation period.

ARTICLE 22 - TIME RECORDS, PAYDAY

Section 22.1 The City shall pay employees on a bi-weekly basis.

Section 22.2 All employees shall submit a time card as per City Policy.

Section 22.3 **Equalized Pay**

A. The City shall use the following formula for the calculation of the employees' annual salary: The employee's' base hourly rate times 2990 hours.

B. The City shall pay employees 1/26th of their annual salary per pay period. The base bi-weekly pay shall be 106 hours of the employee's' regular hourly wage plus 6 hours (FSLA time) at 1.5 times the employee's' hourly wage.

C. All unscheduled hours worked shall be paid at 1.5 times the employee's' base hourly rate.

D. The City and the Union recognize that individual employees may work more or less regularly scheduled hours than the hours used for calculation of the equalized paycheck depending on their shift assignment. This will be accounted for from year to year (i.e. if "A" shift were to work more hours this year, they will work less next year and another shift will work more) After 3 years, each shift will "Balance." Because of this, the Union agrees that no employee will have cause of action if they work more regularly scheduled hours than they were paid for, and the City agrees to not reduce the pay of any employee who works less than the regularly scheduled hours they were paid for.

E. Definition – unscheduled hours to be defined as any hours worked in excess of the employees normal work week, regardless of time of notification.

ARTICLE 23 - WAGES

Section 23.1 The City agrees to implement as of July 1, 2013 the compensation schedule attached as appendix "E" to determine the salary for each job classification covered by this agreement.

Section 23.2 **Steps** Each employee shall be eligible for a step increase upon completion of probation and then on their anniversary of their date of hire annually.

Each employee hired prior to July 1, 2013 will begin, on their next anniversary date after July 1, 2013, one step higher than the hourly rate they are paid now. If that step is within $1.00 of their current hourly rate they shall move up two steps. Each employee will also receive any additional step increase that is due from all subsequent anniversary dates.

Each employee hired after July 1, 2013 will remain at their current hourly wage and be eligible for their first step increase upon completion of probation. Those employees whose current hourly wage is between two steps will move up to the next step from their current hourly wage.

All step increases will become effective at the start of the first full pay period after the employees anniversary date.

Employees will receive the next step increase, provided they have not received two (2) Written Reprimands or one (1) Written Final Reprimand, or more severe discipline, in the previous 12 months of their step eligible date. Once one of the disciplinary actions has fallen outside the 12 month period the employee shall receive their step increase at that time.

Section 23.3 **Bonuses** Teamsters Local Union No. 14 promises to reduce the proposed health insurance rates for the years 2013, 2014, and 2015, as follows:

(1) July 1, 2013 to June 30, 2014 from $875.00 to $850.00

(2) July 1, 2014 to June 30, 2015 from $925.00 to $875.00

(3) July 1, 2015 to June 30, 2016 from $975.00 to $900.00

Based upon the savings for the promised reduced rate, each year the savings for that year from the proposed rate to the final reduced rate shall be divided equally between the full time employees and paid in a lump sum on the second payroll in November of that calendar year in the same payroll check as the yearly longevity pay. The bonus for each full time employee shall be at least $300.00 for year 2013/2014, $600.00 for year 2014/2015, and $900.00 for year 2015/2016. The 2015/2016 bonus shall be paid on the second payroll in November of that calendar year in the same payroll check as the yearly longevity pay regardless of whether a new Agreement has been negotiated and signed.

SECTION 24 - OVERTIME PAY, CALL-OUT PAY, WORK OUT OF CLASSIFICATION AND COMPENSATION TIME

Section 24.1 Overtime shall be paid as follows:

A. Employees shall be paid at one (1) and one-half (1/2) times their hourly rate for all hours worked in excess of two hundred and twelve (212) hours in a twenty-eight (28) day period. When an employee takes paid vacation leave, sick leave or compensation time off on a scheduled work day, the paid time off will count as hours worked for computation of overtime

B. Call Back Employees called to work a non-regular shift who have been called to work with less than twenty-four (24) hour notice, shall be paid at one (1) and one-half (1/2)

times the employee's regular hourly rate for the hours not normally scheduled to work. A minimum of two hours (2) shall be paid.

Section 24.2 **Work Out of Classification** Temporary work assignments assigned by the Fire Chief to an established position of higher grade shall be compensated as follows: Employees who are appropriately directed and who temporarily accept the responsibilities of a position/classification outside the employee's pay grade in a pay grade that has an hourly rate higher than their own, shall be paid a differential equal to ten percent (10%) of the employee's regular hourly rate for the time worked in the higher position when the higher position includes supervisory responsibilities. If the position does not include supervisory duties, the differential will be five percent (5%). This Section shall not apply to employees who request and are granted the opportunity to train and improve their effectiveness at a higher classification. Forty (40) hour work week employees assigned temporarily to a twenty-four (24) hour position shall be compensated at the corresponding twenty-four (24) hour shift wage for the duration of the assignment. This procedure will only occur if no employee in that particular classification is available on a normal callback as defined in Section 24.6.

Section 24.3 An employee who acts in the capacity of a preceptor during a shift shall be paid a five percent (5%) differential pay for the entire shift.

Section 24.4 Employees may accumulate compensation time rather than be paid overtime subject to the following:

A. To accumulate compensation time, an employee may volunteer and the supervisor may allow the employee to accept time off rather than overtime pay. No employee will be required to accumulate compensation time rather than be paid at the overtime rate;

B. To use compensation time, an employee must schedule his/her absence from work with his/her supervisor at least twenty-four (24) hours in advance. Such absence will be scheduled when it will not place a hardship on the Department or other employees;

C. Compensation time accumulation and usage will be reported on the bi-weekly time cards. Compensation time balances will be reported to the employees on the paycheck stub in the same manner as vacation and sick leave hours are reported. If an employee accumulates and uses the same number of compensation time hours within a pay period, the records may not show on the paycheck stub;

D. No employee may have an accumulated balance of "compensation time" exceeding one hundred forty-four (144) hours at the end of any pay period. Employees may not have a deficit compensation time balance; and

E. Whenever an employee separates from City employment, any unused compensation time will be paid at a straight time hourly rate.

Section 24.5 Any employee that is called back for an emergency call out shall be the first offered released from the scene.

Section 24.6 When there is a need to call back full-time personnel to maintain adequate shift staffing, the following system shall be followed:

A. Each employee classification shall be separated into groups (ie, Firefighter/EMT, Firefighter/Paramedic, and Captain) and listed initially in order of seniority, with those most senior at the top of the list. Seniority shall play no other role in determining call back other than the initial placement on the group list.

B. When a call back occurs, the employee at the top of the applicable list shall be called first and given the opportunity to accept the overtime hours. In the event the employee called is unavailable to accept the call back, the next employee down on the list shall be called. This process shall be followed until an employee accepts the call back.

C. If the call back is for more than twelve (12) hours, the accepting employee shall be taken from his/her current position on the list and placed at the end of the list. If the call back is for for twelve (12) hours or less, the accepting employee shall remain in the same position on the call back list.

D. If a firefighter/EMT position is requested for call back and is unable to be filled after all full-time firefighter/EMTs have been called, the utilization of the full-time firefighter/paramedic list shall be used. If no firefighter/paramedics are available, captains shall be used. If a firefighter/paramedic is requested for call back and the position is unable to be filled after all full-time firefighter/paramedics have been called, the firefighter/EMT list shall be utilized to fill the position as long as enough paramedics are on duty to maintain each unit in ALS status. In the event a firefighter/EMT cannot be used due to the need of a paramedic, the captain group shall be used to fill the call back.

E. In the event that no full-time employee is available, a reserve firefighter/EMT or reserve firefighter/paramedic may be utilized in accordance with Article 1 Section 8.

F. Each employee is responsible for providing current contact telephone numbers to be called in the event of a call back.

Section 24.7 The following shall apply to all "forced callbacks":

A. It is understood that there may be an instance where staffing levels cannot be met with normal callback procedure and the City may do a "forced callback". The City shall always exhaust the normal callback procedure before moving to the "forced callback" procedure.

B. The City shall call personnel in the order of the current callback rotation list and inform the employee that this is now a "forced callback".

C. If the employee refuses a "forced callback", that employee's name will be removed from the callback rotation list and shall not be eligible for any callbacks until the same numbered date of the succeeding month, i.e. the employee refuses a "forced callback" on May 7th, that employee's name shall be removed from the rotation list and returned to the list on June 7th.

D. If the City is unable to contact an employee for a "forced callback", the City shall move to the next person on the rotation list and the employee's name will remain in place.

E. The City agrees to use the "forced callback" procedure only to fill vacancies in the normally staffed positions resulting from scheduled and unscheduled leave or for catastrophic emergencies. The City agrees to not use "forced callbacks" for any special events.

F. The Captains will maintain the callback rotation list.

ARTICLE 25 LONGEVITY PAY

Employees shall receive service recognition according to the following scale:

Every employee who has completed three (3) years of service as of December 31 shall receive service recognition to be paid on the first (1st) check following the employee's anniversary date:

A. 3-9 years of service, the employee will receive $100.00 for each year of service;

B. 10-19 years of service, the employee will receive $125.00 for each year of service; and

C. 20+ years of service, the employee will receive $150.00 for each year of service.

Such pay is not part of base pay for purposes of computing overtime, leave cash-outs, or any other payments.

ARTICLE 26 – INSURANCE

Section 26.1 For employees hired before the Ratification Date of this Agreement by the Parties, the City shall contribute the premium amount not to exceed $850.00, from July 1, 2013 through June 30, 2014, not to exceed $875.00 from July 1, 2014 through June 30, 2015, and not to exceed $900.00 from July 1, 2015 through June 30, 2016 for each full-time, regular Local Teamster 14 member employee with family coverage through the Teamsters Security Fund for Southern Nevada, Locals 14 and 995. For employees hired after the Ratification Date of this Agreement by both Parties, the employee shall contribute two hundred dollars ($200.00) monthly to the premium amounts detailed above for each full-time employee with coverage through the Teamsters Security Fund for Southern Nevada, Locals 14 and 995.

ARTICLE 27 - RETIREMENT

Section 27.1 All employees shall participate in the Public Employees Retirement System (PERS) of the State of Nevada in accordance with PERS rules. The City shall comply with all the provisions of NRS 286 for the purpose of paying employee retirement contributions.

Section 27.2 All contributions to the PERS shall be paid by the City.

ARTICLE 28 - RESIDENCY

Section 28.1 Any employee hired before July 1, 2013 that has established residency outside the 15 mile radius of the City of Mesquite city limits will not be required to comply with the following residency requirements listed in Article 28.2 and 28.3.

Section 28.2 Any employee hired before July 1, 2013 and currently resides within a 15 mile radius of the City of Mesquite city limits will continue to reside within that 15 mile radius of the City of Mesquite city limits for the duration of their employment with the City of Mesquite.

Section 28.3 Any employee hired after July 1, 2013 is required to live within a 15 mile radius of the City of Mesquite city limits. New employees will have 6 months after completing probation to establish residency. Any employee, hired after July 1, 2013, not currently residing within the requirements of this policy will have until September 1, 2015 to comply. Proof of residency will be determined by submitting two (2) of the three (3) following items upon request:

A. Car registration
B. Voter registration
C. Utility bill

Proof of residency will only be requested in the event that there is a reasonable question as to the employees' location of residency.

Section 28.4 Any employee hired after July 1, 2013 will also be required to sign an affidavit, at the time of hiring, acknowledging the residency requirement.

Section 28.5 Any employee who fails to comply with this Residency article may be terminated for cause without regard to progressive discipline.

SECTION 29 - REEMPLOYMENT

Section 29.1 **Rules for Reemployment Due to Forced Reduction** Any employee terminated due to forced reduction shall have the right to reemployment to his or her previous post or any other post for which they are qualified provided:

A. Not more than thirteen (13) months has elapsed since the reduction in force action;

B. The employee requests to be placed on the Reemployment List in accordance with Article 29 Section 29.2; and

C. The employee responds within fifteen (15) calendar days from being notified, via certified letter from the City sent to his or her last known address, of his or her immediate acceptance of reappointment.

Section 29.2 **Separation-Reemployment List** Regular employees separated from the Fire & Rescue Department through a reduction in force, and for no other reason, may request, in writing within sixty (60) days after the reduction in force, that they be placed upon a reemployment list.

A. Such placement shall be in order of their length of full time regular service with the Fire & Rescue Department.

B. The reemployment list and the relative positions shall be established by the Personnel Administrator and certified by the City Manager.

C. The eligibility of all persons on the reemployment list will expire thirteen (13) months from the date upon which they are placed on the list. Continuation beyond the thirteenth (13th) month period of eligibility as above provided may be granted at the discretion of the City Manager upon application by the person concerned to the Personnel Administrator.

D. The reemployment list shall be given preference over the regular employment list, whenever vacancies shall occur.

Section 29.3 An employee resigning may only be reemployed after re-applying and completing the hiring process. The City Manager has the right to waive this process.

Section 29.4 Any employee transferred to a position of lower grade due to reduction in force, and for no other reason, shall be given first right of refusal if his/her previously held position becomes available within thirteen (13) months of the date of transfer, without being required to reapply or participate in any form of testing process.

ARTICLE 30 - TERMINATION

Section 30.1 **Resignation** A full-time employee who resigns shall submit the employee's resignation, in writing, to the Fire Chief and give at least a two (2) week notice. The City Manager, on the recommendation of the Fire Chief, may shorten or waive the notice period at the City Manager's discretion.

Section 30.2 **Temporary Employment** The temporary appointment of an employee engaged for a post of limited duration may be terminated prior to its expiration date if that post is abolished.

Section 30.3 **Non-Confirmation of Appointment** If, during the initial probationary period, an employee's performance or conduct is not satisfactory, or if the employee proves unsuited to the employee's work, or if the employee fails to qualify medically, the appointment will not be confirmed, but terminated. A decision not to confirm an employee's probationary appointment may not be appealed.

Section 30.4 **Unsatisfactory Service** An employee, who has completed the probationary period, may be terminated or subject to disciplinary action if the employee's performance or conduct is not satisfactory or if the employee proves unsuited to the employee's work, as follows:

A. It shall be considered unsatisfactory service if the employee does not or cannot perform the function of the assigned position, or

B. If the employee fails to establish satisfactory working relationships with other employees with whom the employee is working.

C. Prior to termination action, excluding Sections 30.5 and 30.6, the employee shall be given warning and a reasonable time to improve. A progressive discipline system shall be used.

   a. An employee whose conduct is unsatisfactory shall be subject to disciplinary action. Depending upon the gravity of the offense or level of performance, disciplinary action may take the form of any one or a combination of the following:

      i. Oral Reprimand
      ii. Written Reprimand
      iii. Written Final Reprimand
      iv. Suspension
      v. Demotion
      vi. Termination

D. **Union Representation During Disciplinary Action Other Than An Oral Reprimand** Anytime there is a meeting with the affected employee that could result in any disciplinary action other than an oral reprimand, the supervisor shall inform the employee of this and offer for that employee to seek a Union Steward's presence during the interview. If the employee does request a Steward's presence, all interviews shall stop until a Steward can be present. This shall occur within ten (10) calendar days.

E. Evidence Sharing Anytime there is a recommendation for an employee to receive any disciplinary action, including and more severe than a written final reprimand, the employee shall be given written notice, by hand delivery or certified mail, of the recommendation and shall be urged to seek Union representation. The hearing shall not be conducted until after ten (10) calendar days of the date of hand delivery or the date the notice was sent by certified mail.

   a. All evidence that could be could be cited or utilized shall be shared equally between the City and the employee upon the employee's written request.

   b. If the employee requests to record the hearing, it shall be permitted.

F. **Appeals Process** If an employee desires to appeal disciplinary actions of written reprimand or more severe, the disciplinary action shall be appealed following the grievance process in Article 31.

G. Any disciplinary action other than termination shall stay in the employee's personnel file for no more than twelve (12) months from the issue date unless progressive discipline is issued. If progressive discipline is issued, all disciplinary actions shall be removed after twelve (12) months from issue of the last disciplinary action in the progressive discipline process. The removal of the above disciplinary action shall only occur upon the employee's written request submitted to the Human Resources Director/Manager.

H. If there is a reason to believe that unsatisfactory service results from assignment to duties and responsibilities beyond the capacity of the employee, consideration may be given to transfer to a post suited to the abilities the employee has shown.

Section 30.5 **Misconduct** The following is a list of actions that are considered misconduct and may be grounds for termination without regard to progressive discipline:

A. Conviction by a court of competent authority for violation of the laws of the United States, State of Nevada, or any other State, the violation of which is considered a felony of any type or a misdemeanor conviction~~,~~ of domestic violence or a loss of ability to legally operate a City vehicle required of the job;

B. Outside employment not specifically authorized by the Fire Chief and City Manager; or

C. Solicitation, as a City employee, of the public for money, goods or services not specifically authorized by the City Manager.

Section 30.6 **Cause** In addition to other grounds specified in this Agreement, an employee may be terminated for cause without regard to progressive discipline. Any one of the following grounds constitutes cause within the meaning of this Agreement:

A. Incompetence;

B. Dereliction of duty;

C. Unexplained absence from duty;

D. Malfeasance, misfeasance or misconduct in office;

E. Conduct unbecoming an employee;

F. Insubordination;

G. Divulgence of any confidential material to anyone unauthorized to receive it.

Section 30.7 **Mental or Physical Disability** When, on the advice of a physician designated by the City Manager, it is determined that an employee is incapable of performing the essential duties of the position satisfactorily because of a physical or mental impairment which is likely to continue indefinitely or to recur frequently, the appointment shall be evaluated for reasonable accommodation. If no accommodation can be reasonably made, the appointment shall be terminated. The employee has the right to obtain an independent physician's second opinion and to appeal the termination.

Section 30.8 **Abolition of Post and Procedure in Force Reduction** The City may require the abolition of any post and a consequent reduction in force. In the event of a Fire Rescue Department Personnel reduction in accordance with Article 7, such reduction shall be effected as follows:

A. The City shall determine which Fire Rescue Department class/rank (i.e.. Fire Captain, Engineer, Firefighter/Paramedic, Firefighter/EMT, Fire Inspector Plans Examiner) and the number of employees to be reduced. The City shall notify the Union of the reduction in force prior to the reduction occurring. The notice shall include the rank, date of reduction, and if any current available vacancies exist in the Fire Rescue Department.

B. The employee with the least time in grade as outlined in Article 7 within the affected class/rank shall be laid off first.

C. The employee that receives the reduction in force notice shall have the option of accepting a voluntary demotion to the next lower classification/rank to which he/she qualifies within the Fire Rescue Department. The employee accepting the voluntary demotion shall retain the time in grade seniority from the class/rank that he/she voluntarily demoted from within the Fire Rescue Bargaining Units.

D. The reduction in force process shall continue through each classification/rank until an employee with the least time in service is laid off. The employee must meet the City's job qualifications to voluntarily demote into the Firefighter/Paramedic classification/rank.

E. If a layoff results in loss of employment, time in service seniority within the Fire Rescue Bargaining Units, as defined in Section 7.1, shall be the sole determining factor, with the least senior employees affected first. If the layoff notice to an employee only ultimately results in demotion, time in grade seniority, as defined in Section 7.2, shall be the sole determining factor, with the least senior employees affected first.

   a. Example of Process: The City enacts a reduction in force for the position of Captain. One of the current Captains has twenty (20) years' time in service seniority and three (3) years' time in grade seniority as a Captain. The second (2nd) Captain has fifteen (15) years' time in service seniority and ten (10) years' time in grade seniority as a Captain. The Captain with three (3) years of time in grade seniority is offered a voluntary demotion to Firefighter/Paramedic and he/she accepts, he/she shall retain the three (3) years of time in grade seniority as a Captain and any time in grade seniority he/she had as a Firefighter/Paramedic. The Firefighter/Paramedic with the least time in grade seniority shall be offered a voluntary demotion to the next class/rank and/or equal class/rank if qualified. The process continues until the individual with the least time in service seniority is laid off.

F. For the purpose of reduction in force when an employee is laid off, an employee with the least time in grade may fall in any of the classifications/rank if they have the least time in service seniority throughout the entire Fire Rescue Department.

G. Within thirteen (months) of the reduction in force, no new employee shall be hired until the last employee laid off during the current reduction in force action has been given the opportunity to return to work pursuant to Section 29.2.

H. No employee shall be promoted in a class/rank where a voluntary demotion occurred due to a reduction in force until those who were voluntarily demoted are offered positions in that class.

I. For the purpose of this Section 30.8, the term, "employee", is representative of both non-supervisory and supervisory bargaining unit personnel within the City Fire Rescue Department.

J. Any employee reduced in class/rank as a result of reduction in force shall be compensated at the rate for the new class/rank provided in this Agreement.

K. The City shall notify the employee slated for termination due to a reduction in force of the City's intent to terminate at least thirty (30) days prior to the reduction of force.

L. If the procedures are followed as outlined, an employee shall have no appeal rights when seniority is the deciding factor.

M. An employee may choose to accept the termination at any point in the reduction in force process rather than exercising his/her rights as outlined in this Section.

Section 30.9 **Notification** Any termination under this Article shall be in writing and shall set forth the reasons for such termination.

ARTICLE 31 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 31.1 The purpose of the Grievance and Arbitration Procedure shall be to settle all grievances between the City and the Union as quickly as possible to ensure efficiency and promote employee morale. The term "grievance," as used herein, means any alleged violation, misinterpretation or misapplication of this Agreement, any claim of unjust discrimination and any matter or condition affecting health and safety beyond normal working conditions. A grievance may be raised by an individual employee or group of employees covered by this Agreement, or by the Union on behalf of an individual employee or group of employees covered by this Agreement.

Section 31.2 **Employee Grievances** All employee grievances, whether raised by an individual employee or group of employees covered by this Agreement, or by the Union on behalf of an individual employee or group of employees, shall be processed in accordance with the provisions of this Section.

A. All employee grievances must be submitted to the City, in writing, within fifteen (15) calendar days after the matter in dispute or disagreement is alleged to have occurred; provided, however, a grievance concerning rates of pay covered by this Agreement shall be presented within fifteen (15) calendar days of the date the employee could reasonably be expected to discover the alleged improper payment. Complaints not filed within this time limit shall be rendered invalid and not subject to the grievance and arbitration machinery herein established.

Step 1. All employee grievances, whether raised by an individual employee or group of employees covered by this Agreement, or by the Union on behalf of an individual employee or group of employees, shall first be discussed between the Union Steward, employee, and the immediate supervisor within fifteen (15) calendar days of its occurrence. If the grievance is not settled during this informal discussion, it may be processed to Step 2.

Step 2. Within five (5) calendar days from the date of informal discussion with the immediate supervisor, the Union Business Representative shall present the grievance, in writing, to the Fire Chief or his designee. The Fire Chief or his designee shall arrange for a meeting with the Union and make such investigations as are necessary to enable him/her to respond in writing to the aggrieved employee within seven (7) calendar days of the receipt of said grievance. If this answer does not resolve the grievance, it may be processed to Step 3.

Step 3. Within five (5) calendar days from receipt of the written response from the Fire Chief or the date the response was due, the Union Business Representative shall present the grievance, in writing, to the City Manager, accompanied by all correspondence on the matter. The City Manager, after consultation with the aggrieved employee and/or Union Representative, will then make a final determination, within seven (7) calendar days from the date of submission.

Step 4. If a mutually satisfactory settlement cannot be reached between the City Manager and the Union, the Union shall have the right to appeal to binding arbitration, as set forth in Section 31.4, any dispute arising out of the interpretation or application of the Agreement. If the Union elects to do so, the Union must notify the City Manager of its decision, in writing, within seven (7) calendar days from the date of expiration of the seven (7) calendar day period for settlement with the City Manager.

Section 31.3 **Arbitration** Within five (5) calendar days of receipt by the other party of a written request to submit an unresolved grievance to binding arbitration, the City and Union Representative shall jointly request from the Federal Mediation and Conciliation Service the names of seven (7) arbitrators experienced in the field to be arbitrated.

A. One (1) arbitrator shall be selected by alternately striking names from the list until only one (1) arbitrator remains. The party initiating the grievance and request for arbitration shall make the first strike.

B. Arbitration shall be pursuant to the rules of the Federal Mediation and Conciliation Service or the American Arbitration Association as prescribed by the arbitrator selected.

C. The arbitrator shall have no power to add to, subtract from, or modify the terms of the Agreement or to rule on any matter after this Agreement terminates.

D. The arbitrator's decision shall be final and binding.

E. The cost of the arbitrator's fee(s) shall be borne equally between the Union and the City. The cost of the hearing room and cost of a shorthand reporter, if requested by the Federal Mediation and Conciliation Service Arbitrator, shall be borne equally by both parties. All other expenses shall be paid by the party incurring them.

F. The arbitrator shall retain jurisdiction for a period of one hundred twenty (120) calendar days from issuance of an award for the limited purpose of clarifying or interpreting the award. Either party, after first seeking the participation of the other party for a joint request, may unilaterally request clarification or interpretation of the arbitrator's award within sixty (60) calendar days of the date the award was issued. The moving party then has fifteen (15) calendar days to submit any information it wishes to provide for the arbitrator's consideration. Each party must simultaneously provide to the other party copies of any communications or information submitted to the arbitrator.

Section 31.5 **Time Limits** Grievances not filed, processed, or responded to within the time limits set forth above and not extended by agreement in writing, shall be deemed waived or admitted, and the grievance shall be irrefutably presumed denied or sustained, as the case may be. Additionally, any grievance waived or admitted through this "default" provision will not be considered precedent setting and will have no significance in future matters of same or similar nature.

Any time limits in this Article may be extended by mutual written consent.

ARTICLE 32 - STRIKES AND LOCK-OUTS

Section 32.1 The Union on behalf of itself, its members, agents, and employees it represents, hereby Pledges not to strike (as defined in NRS 288.070) nor to call, authorize, participate or engage in any strike, including but not limited to any picketing, sympathy strike, work stoppage, slow-down or sit-down against the City under any circumstances. This Agreement is a guarantee by the parties that for its duration there will be no lock-outs, strikes, suspension of work, slow-downs, or sick-outs, and that all complaints, grievances or disputes arising out of the interpretation or application of this Agreement will be settled pursuant to the grievance and arbitration machinery set forth herein.

ARTICLE 33 - LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS ACT

Section 33.1 Each party reserves all rights as set forth in the Local Government Employee-Management Relations Act (the "Act") (NRS 288.010, et seq.). In this context, the parties acknowledge that with regard to any non-mandatory subject of bargaining as defined in the Act which may be included in this Agreement, the City is not waiving or in any way limiting its right pursuant to the Act to refuse to bargain regarding such non-mandatory subjects during these or in future negotiations.

ARTICLE 34 - FIDELITY BOND

Section 34.1 When the City requires a fidelity bond of any employee, the premium of said bond shall be paid by the City.

ARTICLE 35 - INDEMNIFICATION FOR ORDINARY NEGLIGENCE

Section 35.1 Except for instances of gross or wanton negligence or intentional misconduct by a bargaining unit employee, in the event of a claim brought by members of the public or by another city employee, the City shall indemnify the affected bargaining unit employee(s) for

liability arising out of accidents which occur in performance of the official duties of the affected bargaining unit employee(s).

ARTICLE 36 - SOLE AND ENTIRE AGREEMENT

Section 36.1 The Parties agree that they have negotiated fully with respect to all mandatory subjects of bargaining and that this Agreement constitutes the Parties' complete and final understanding, except for Memos of Understanding attached to this Agreement or such additional Memos as the Parties may sign.

Section 36.2 The City and Union agree that each shall pay one-half (1/2) the cost of printing this Agreement.

ARTICLE 37 - WARRANTY OF AUTHORITY

Section 37.1 The officials executing this Agreement on behalf of the City and the Union signatory hereto hereby warrant and guarantee that they have the authority to act for, bind and collectively bargain on behalf of the organization which they represent during the term of this Agreement.

ARTICLE 38 - SAVINGS CLAUSE

Section 38.1 This Agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire Agreement; and those parts not declared void shall be binding upon the parties, provided, however, upon such invalidation the parties agree to immediately meet and negotiate with regard to such parts or provisions affected.

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DURATION OF AGREEMENT

This Agreement, dated this 24 day of February, 2015 shall be effective from July 1, 2013 to June 30, 2016.

CITY OF MESQUITE, NEVADA

By: _____ **Dated** 3/24/15
Allan S. Litman, Mayor

ATTEST:
By: _____ **Dated** 3/24/15
Cherry Lawson, City Clerk

APPROVED AS TO FORM:

By: _____ **Dated** 3/18/15
Robert Sweetin, City Attorney

GENERAL SALES DRIVERS, DELIVERY DRIVERS & HELPERS, AND PUBLIC SECTOR TEAMSTERS LOCAL UNION NO. 14 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By: _____ **Dated** 2/11/2015
Larry Griffith, Secretary-Treasurer, CEO

APPENDIX A
CITY OF MESQUITE
JOB CLASSIFICATION TEAMSTERS 14
FIRE & RESCUE

FULL TIME POSITION

40 HR WEEK	
Fire Inspector	23
Fire Inspector/Plans Examiner	24
Captain/EMT Coordinator	24
24 HR WEEK	
Firefighter/EMT	F15
Firefighter/EMT/Paramedic	F19
Captain	F21

APPENDIX B
CITY OF MESQUITE
CONSANGUINITY/AFFINITY CHART

CONSANGU

3rd Degree	Great Grandparent Aunt/Uncle Nephew/Niece
2nd Degree	Grandparent Brother/Sister
1st Degree	Parent Child

You

AFFIN

1st Degree	Spouse/Domestic Partner*
2nd Degree	Parent-in-Law Daughter/Son-in-Law
3rd Degree	Grandparent-in-Law Brother/Sister-in-Law

Note: Step relationships (step-brother, step-father, etc.) are considered to be the same as blood relationships.

*** Registered Domestic Partnership with the Secretary of State**

Appendix C

Candidate Physical Ability Test Program License

The International Association of Fire Fighters (IAFF), as the licensor, grants to:

Mesquite Fire and Rescue Department

as Licensee

the non-exclusive license to use the IAFF/IAFC Joint Labor Management Wellness-Fitness Initiative's Candidate Physical Ability Test Program (CPAT) for purposes of testing the physical capability of fire fighter candidates. This license is granted only upon the express conditions that the licensee must use the CPAT in whole and only for the purpose of candidate testing. This includes, but is not necessarily limited to, recruiting, mentoring, preparatory programs, orientation programs, and proper program administration including using specified equipment, test parameters, qualified proctors and test personnel. Any attempt by the licensee to use only a portion of the CPAT or to use the CPAT for testing incumbents is inconsistent with the scope of this license, and is therefore prohibited. The licensee is only authorized to make use of the CPAT in accordance with the terms and conditions of the Second Edition CPAT manual. The IAFF does NOT grant a license for the creation of derivative works, or works that are based on whole or in part on the CPAT. This includes works that are written as well as oral. Specific, written permission is necessary from the IAFF in order to create derivative works. While the IAFF may permit the reproduction and reprinting of the CPAT upon request, this does not authorize the licensee to reprint or reproduce, in whole or in part, the CPAT. Specific, written permission is necessary from the IAFF in order to reprint or reproduce the CPAT. The IAFF reserves all rights and remedies for copyright infringement for any illegal use, distribution, copying or creation of derivative works that are not covered by this license. The copyright on the CPAT is registered with the United States Copyright Office. Because of this registration, the IAFF may invoke certain remedies in a lawsuit for copyright infringement. These remedies include actual damages, injunction, any profits realized by the infringer, and statutory damages, including attorneys' fees and litigation costs. The IAFF's copyright on the CPAT is also afforded complete protection in Canada pursuant to the Universal Copyright Convention. The IAFF reserves all rights under Canadian and international law for copyright infringement for any illegal use, distribution, copying and creation of derivative works that are not allowed by this license. Under Canadian laws the IAFF may invoke certain remedies in a lawsuit for copyright infringement. These remedies include actual damages, injunction, any profits realized by the infringer, and punitive damages. This license is subject to termination at the election of the IAFF by written notice. This license cannot be transferred or sub-licensed to any third parties. The IAFF owns the copyright and other related rights to the work entitled "Candidate Physical Ability Test" ("CPAT"). The IAFF, the IAFC and the ten jurisdictions and local unions of the Task Force own the proprietary rights to the CPAT.

Harold A. Schaitberger, General President
International Association of Fire Fighters

February 14, 2014
License Number: 1165

IAFF/IAFC Joint Labor Management Wellness-Fitness Initiative

Appendix D

FIRE & RESCUE

Mesquite Fire Rescue Physical Agility Exam Overview

Timed Events: *The following events must be completed within* ***ten minutes and zero seconds. (10:00)***

Upon completion of the un-timed Aerial Ladder Climb, the evaluator will walk with the candidate over to the official's table where the clock will start when the candidate crosses the start line. The candidate is to proceed through the events by walking briskly from event to event without waiting for the Evaluator's direction. The clock will stop when the candidate crosses the finish line, and all events have been completed successfully. Failure to complete any event will constitute not passing the physical agility exam.

Ladder Extension:

The candidate will fully raise and lower the top section of the fixed ladder by using the hand-over hand method.

Both feet must remain on the ground at all times while raising and lowering the ladder. Use of gloves is optional for this event.

The rope must not be allowed to slip through the hands of the candidate. If the rope slips the distance of one rung the ladder must be returned to the fully extended or fully lowered position (whichever was the last position achieved) and the candidate must begin again. The evaluator will give a warning to the candidate and direct the candidate to position the ladder and begin again.

When the candidate successfully lowers the ladder to the ground, he/she will immediately walk to the next event by way of the outlined course.

COUPLING T0 DELUGE SET:

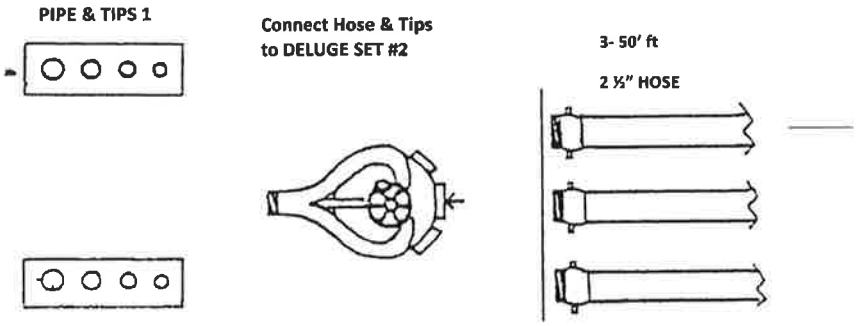
Deluge set defined: A deluge set is a device by which multiple fire hoses may be connected to produce one stream of water

The candidate is to connect three (3) sections of fire hose to the deluge, then connect the threaded pipe and three (3) sizes of tips to the deluge. The pipe and tips are to be ban—dLigm When connected and not be, cross-threaded. If cross-threading occurs, the pipe or tip is to be removed and reattached accordingly.

To signify to the Evaluator and Event Monitor that the candidate has completed the connections, the candidate will clap hands. *

The candidate will then begin to reverse the process by (a) disconnecting the individual tips and threaded pipes and placing each in their original positions on the ground, and (b) disconnecting the fire hoses and returning the couplings to the designated positions on the ground.

Upon completion, the candidate will move to the next event.



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HOSE CARRY:

The candidate begins from a standing position behind the event start line, facing the rear of a fire truck. The candidate is to pick up and carry each of the five (5) rolled sections of fire hose, one by one, and place them on the truck tailboard in a single or double stack. A rolled section of fire hose weighs approximately 40 lbs. each.

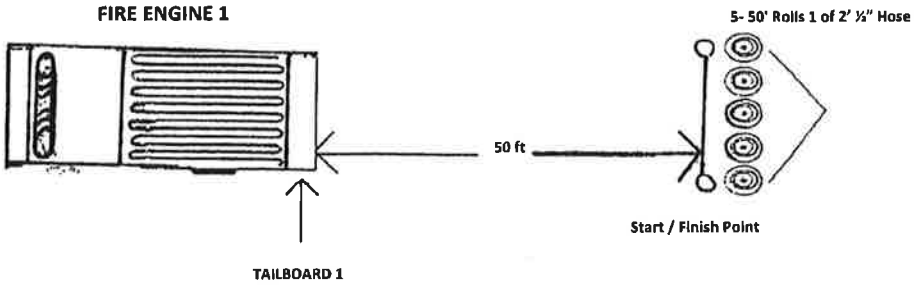
After placing the last roll on the tailboard the candidate must raise his/her arms into the air to signify to the Evaluator that he/she has completed the task.

The candidate must then reverse the process and return the five (5) fire hose sections, one by one, to their original marked locations at the starting line.

During this event, the candidate must be careful to place the fire hose sections on the tailboard or ground and not throw them into place. If this occurs, the Evaluator or Event Monitor will give the candidate a verbal warning and direct them to pick up the fire hose and replace it on the ground or tailboard before going on to the next fire hose section.

If the fire hose is dropped while carrying it to either the tailboard or back to the starting point, the Evaluator or Event Monitor will direct the candidate to return the fire hose to its last resting place before beginning again from that point.

When all five (5) sections of the fire hose have been returned to their original marked location at the starting line, the candidate progresses to the first rest area or next event, following the outlined course.



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REST STOP (OPTIONAL)

The candidate may choose to stop and rest in the first designated "rest stop" area for a maximum of one (1) minute. The clock continues to run, however, and is included in the candidate's time.

If the candidate chooses not to stop and rest, he/she must still walk through rest area #1.

LADDER CARRY

The candidate will remove a 14' roof ladder from its resting place on a wall (approximately 6' above ground level) and set it on the ground.

The candidate will then pick up the ladder and place it on his/her shoulder. The candidate may place the ladder with either the top or bottom part of the ladder resting on top of his/her shoulder.

The candidate will then carry the ladder 50' feet around a pylon and back to the starting point.

The candidate will set the ladder down on the ground and then lift it up to return it to its resting place on the wall, being careful to align the painted marks on the ladder with the painted marks on the wall.

The candidate may not rest one end of the ladder on the ground anytime while taking it down or putting it back on the wall. Resting is defined as placing one end on the ground while attempting to remove (or place) the ladder from (or on) the wall hooks. However, the candidate will not be penalized if the ladder merely touches the ground due to balance of Wind difficulties.

If the candidate rests the ladder on the ground, the Evaluator or Event Monitor will verbally warn the candidate and direct the candidate to place the ladder back on the wall (if it occurs at the beginning of the event) or set it back on the ground (if it occurs after returning from the pylon). The candidate will continue the event from that point. The time keeps running.

The event is completed when the candidate returns the ladder to its original position on the wall. The candidate may then move to the next event using the designated route.

HAMMER STRIKE

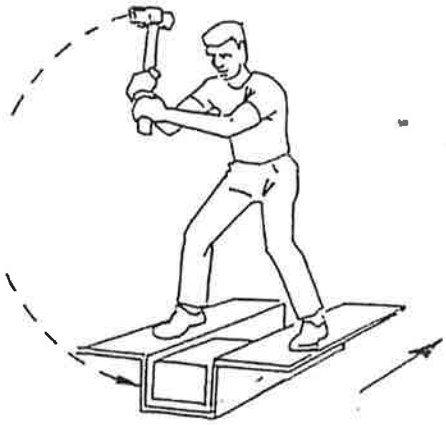
The candidate will take a 9 lb. Shot Mallet from the designated spot and walk to the "Keisel" FORCE Machine.

The candidate will straddle the sled, placing one foot on each footwalk of the FORCE Machine and repeatedly strike the sled with the shot mallet, using a two-handed between-the-leg method until the sled travels five(5) feet, crossing the marking on the sled rail. The proctor will signal when the sled crosses the marking. The sled weighs 165 lbs.

The candidate must return the mallet to its original position before proceeding to the next event.

Pushing, raking, or hooking the sled is not allowed. It must be struck only by the head of the mallet. The handle must not come in contact with the beam at any time. Also, both hands must be no closer than 12 inches from the head end (marked by tape) at the time of contact. The first infraction will result in a warning. The next infraction will result in disqualification.

The candidate will then continue to the second rest area or the final event.



165 lbs

REST STOP (OPTIONAL)

The candidate may choose to stop and rest in the first designated "rest stop" area for a maximum of one (1) minute. The clock continues to run, however, and is included in the candidate's time.

If the candidate chooses not to stop and rest, he/she must still walk through rest area #2.

200" Hose Drag

The candidate will approach the station and pick up the nozzle that is attached to a non-charged 200' of 2 ½" coiled hose line. The candidate will walk in a marked straight line towards a cone set at 200' distance. Once the candidate reaches the cone, the proctor will advise the candidate to return the hose line to its starting line. The candidate will pick up the first coupling on the way back to the starting line. Upon return to the start line the candidate will place the nozzle on the ground and proceed to the finish line.

Time course will stop when the candidate crosses the finish line with both feet.

APPENDIX E

WAGE & STEP SCALE

		4%	4%	4%	5%	5%	5%	5%
	Start	Off Probation	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
56 Hour								
FF/EMT	$15.31	$15.92	$16.56	$17.22	$18.08	$18.99	$19.94	$20.93
ENG	$16.84	$17.51	$18.22	$18.94	$19.89	$20.89	$21.93	$23.03
FF/PARA	$17.61	$18.31	$19.04	$19.80	$20.80	$21.83	$22.93	$24.07
Captain	$20.25	$21.06	$21.90	$22.78	$23.91	$25.11	$26.37	$27.68
40 Hour								
Fire Inspector	$22.63	$23.54	$24.48	$25.46	$26.73	$28.06	$29.47	$30.94
Inspector / Plans Review	$24.89	$25.89	$26.92	$28.00	$29.40	$30.87	$32.41	$34.04
EMS Coordinator	$29.87	$31.07	$32.31	$33.60	$35.28	$37.05	$38.90	$40.84