

**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, 2007 - June 30, 2010**

FIRE AND RESCUE BARGAINING UNIT

Collective Bargaining Agreement
CITY OF MESQUITE
Fire & Rescue Bargaining Unit
Fiscal Year July 1, 2007 through June 30, 2010

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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 referred to as "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 referred to as the "Union", as the recognized bargaining agent for those positions identified in Article 1.

ARTICLE 1 – CLASSIFICATION AND REPRESENTATION

- 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 permanent, full time appointments listed in this section.
- Section 1.2** Representation by the Union for these 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** All new classifications shall be mutually agreed upon between the Union and the City.
- Section 1.5** The City may establish and maintain a Reserve Program that allows for the employment of reserve firefighters at an hourly wage rate set by the City. Any reserve filling a full-time firefighter vacancy shall meet the required qualifications for the post.
- Section 1.6** Up to two reserve Firefighters may assist in filling vacancies on a shift-due to scheduled vacations, scheduled or unscheduled sick time or other unscheduled time. Additional reserves may be used if no full-time personnel are available.
- Section 1.7** Reserve Firefighters may be utilized in inter facility transport prior to the using of on-duty Firefighters.

ARTICLE 2 – UNION MEMBERSHIP

- Section 2.1** Union membership shall be at the sole discretion of the employee and shall carry no validity in the reclassification of any employee.
- Section 2.2** The Union shall notify the City, in writing, of all current officers of Local 14 that are empowered to represent employees under this contract.
- Section 2.3** The Union shall notify the City of the names of any Stewards that are appointed by the Union within 15 calendar days of the appointment.
- Section 2.4** The Union recognizes its responsibility as a 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 a reasonable service fee for representation in appeals, grievances and hearings. The City understands that the Union has adopted a resolution establishing fees for non-members of the bargaining unit who request the assistance of Union representation with appeals, grievances and hearings and that the Union has the authority to change those fees from time to time.
- Section 2.5** In reliance on the Nevada Supreme Court Opinion issued in the case of *Cone v. Nevada Service Employees Union /SIEU Local 1007*, 116 Nevada Adv. Op. No. 54 (May 4, 2000) (“*Cone*”), Teamsters Local 14 recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit. The City recognizes the right of Teamsters Local 14 to charge non-members of the bargaining unit a reasonable service fee for representation in appeals, grievances, and hearings. The City understands that pursuant to *Cone*, Teamsters Local 14 has adopted a resolution establishing fees for non-members of the bargaining unit who request the assistance of Teamsters Local 14 with appeals, grievances and hearings and that Teamsters Local 14 has the authority pursuant to *Cone* to change those fees from time-to-time.

ARTICLE 3 – HIRING PROCEDURES

- Section 3.1** The City shall notice all permanent position openings referenced in Article 1, Section 1.1 in accordance with City policy and consistent with the posting requirements for items in Article 15, Section 15.4 and shall advise the Union in writing of such notice.
- Section 3.2** The Union may refer applicants in response to position openings.
- Section 3.3** Membership or non-membership with the Union shall not constitute any criteria for employment with the City.

- Section 3.4** Employment with the City shall be based solely upon competitive examination.
- Section 3.5** The City shall notify the Union and shop steward, in writing, of all hires and terminations within the bargaining unit.
- Section 3.6** 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 3.7** Any full-time employee represented by 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 is expired or discarded by the City.
 - d. Seniority points shall form a part of the total possible score and shall not exceed five (5) points.

ARTICLE 4 – SENIORITY

- Section 4.1** Seniority shall be granted on the basis of the employee's continuous service to the City. Continuous service is defined as that not broken by dismissal or resignation without reinstatement.
- Section 4.2** Seniority shall commence from the original date of hire as a full-time, permanent employee.
- Section 4.3** An employee shall not be entitled to any seniority rights during the initial probationary period of employment, but shall accrue seniority rights upon conclusion of the probationary period from the original date of hire.

ARTICLE 5 – PROMOTION

Section 5.1 The term “promotion” means the advancement of an employee to a post of a higher classification or grade. All internal promotions from the rank of Firefighter or Fire Captain 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.

Section 5.2 Insofar as practicable and consistent with the best interest of the department, all vacancies will be filled by promotion from within, providing 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 shall be provided to the Union explaining the decision, and may be subject to appeal.

Section 5.3 Promotions and appointments shall be determined by competitive examination, provided 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 the City Hall and copies distributed to each fire station for posting and review by the employees, at least thirty (30) days prior to the closing date for filing the applications.
- 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 for each part prior to the examination.
- f. At the conclusion of any examination an eligibility list consisting of the names of those persons successfully passing 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:
 - (1) Seniority points shall form a part of the total possible score and shall not exceed five (5) points.
 - (2) Seniority points shall be awarded on the basis of one half of one point for each complete year of service up to the maximum of five (5) points.
 - (3) If there are ties for the 5th position, the list would be expanded beyond the 5th position including all ties for 5th position.
 - (4) 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 when there are less than five (5) names on the list, in which case the Fire Chief may request a new examination. Each additional position will expand the list by one (1) name, two positions from among the top six, three positions from among the top 7, etc.
- g. Eligibility Lists shall be posted and shall remain in effect for one year and may extended for an additional six (6) months as is prescribed by the City Manager and/or Fire Chief.

ARTICLE 6 – HOLIDAYS

Section 6.1 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. Day after Thanksgiving, Fourth Friday in November
 - k. Christmas Eve, December 24th
- Six (6) hours for 24-hour shift employees

- Four (4) hours for 40-hour workweek employees
1. Christmas Day, December 25th
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 6.2 In addition to the holidays specified in Section 1 above, each employee covered by this Agreement shall be entitled to holiday pay on their birthday each year. Said holiday will be compensated as provided in Section 6.3 and Section 6.4.

Section 6.3 Twenty four (24) hour employees will be paid eight (8) hours of holiday pay at their regular hourly rate when a holiday, as specified in Section 6.1, falls on a day that the employee is scheduled off. If a holiday falls on a day where the employee is working the employee will receive sixteen (16) hours of holiday pay at the employee's regular rate in addition to the normal pay received for that shift.

Section 6.4 Forty (40) hour a week employees shall receive eight (8) hours of pay at their regular hourly wage for each holiday in the pay period. In the event that a forty (40) hour a week employee is required to work on a holiday, he/she will receive one and one-half (1 ½ x) times their regular hourly wage for the hours worked in addition to the holiday pay, which may be taken as comp time in accordance with Article 29 of this Agreement.

ARTICLE 7 – ANNUAL LEAVE

Section 7.1 Twenty-four (24) hour shift employees and 40 hour per week employee shall accrue annual leave and it shall be credited on a bi-weekly basis at the following rate:

Beginning the Pay Period Following;	Through the Pay Period During Which the Employee Completes	Forty Hour Employee Hours Accrued	24 Hour Shift 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 7.2 Employees who transfer from a forty (40) hour 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 positions to forty (40) hours a week positions shall have their accrued annual leave divided by 1.5.

Section 7.3 Annual leave may be accumulated up to a maximum of three hundred and twenty (320) hours for forty hour employees and four hundred eighty (480) hours for twenty four hour shift employees. 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 first pay day of December of each year.

Section 7.4 Employees with more than one years' service who are separated are entitled to payment for one hundred percent (100%) of unused annual leave accrued.

Section 7.5 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 posted in a conspicuous location and be accessible to employees at all times.

(a) January 1st through February 15th of each year will be an open forum to submit annual leave requests for the entire year.

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

(2) The senior person shall only be granted preference for one annual request, 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) If, after February 15th, 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.

Section 7.6 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 7.7 Leave Request Rescinded: 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 on 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. 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 reimbursement on a case-by-case basis.

- Section 7.8** Employees may elect to exchange up to a maximum of one hundred twenty (120) hours of annual leave for one hundred twenty (120) hours of pay, subject to the following conditions:
- a. Exchange of annual leave shall only be done at the first payday of each December unless otherwise authorized by the City Manager.
 - b. Exchange privileges apply only to accrued annual leave.
 - c. To be eligible to exchange leave for pay, the employee must have taken the equivalent of at least one (1) week of vacation during the twelve (12) month period immediately preceding the exchange. For employees working twenty four (24) hour shifts, the one week equivalent is defined as two shifts.
 - d. The annual leave balance remaining must equal at least eighty (80) hours for forty (40) hour employees and one hundred and twenty hours for twenty four hour shift employees.

ARTICLE 8 – SICK LEAVE

Section 8.1 Sick leave shall accrue at the rate of six (6) hours per bi-weekly pay period for twenty four-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 hour a week employees shall accrue sick leave at the same rate as other forty (40) hour a week employees within the City.

Section 8.2 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 twenty-four (24) hour shift positions to forty (40) hour week positions shall have their accrued sick leave divided by 1.5.

Section 8.3 Physician's Certificate of Recovery and Fitness: A certificate of recovery and fitness may be submitted by all employees upon return to work from any illness that required the use of sick leave for periods longer than two shifts. The Fire Chief or his designee may require that an employee submit

a certificate signed by a physician in the event the employee has six (6) incidents of sick leave usage in a twelve (12) month period.

Section 8.4 A maximum of 720 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 8.5 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.
- d. Who must care for ill family member. Ill family member includes the employee's spouse, children or adopted children, father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, sister-in-law, brother, step-brother, brother-in-law, grandparents, grandchildren, or any natural or adopted child or grandchildren of the employee's spouse, or anyone "acting" as parent. The employee must have primary caregiver responsibility for the family member in order to use sick leave for this purpose.

Section 8.6 Any full-time employee who has exhausted the employee's accumulated sick leave will be granted leave without pay, per FMLA guidelines.

Section 8.7 Death: In case of death of an employee, 100% of the employee's unused sick leave shall be paid to the employee's beneficiaries.

Section 8.8 Retirement: An employee, upon retirement from the City under provisions of the Nevada State Retirement System or the Social Security Act, or involuntarily separated from City employment because of a job related disability, shall be paid fifty percent (50%) of his/her accumulated sick leave, not to exceed seven hundred and twenty (720) hours.

ARTICLE 9 – FUNERAL LEAVE

Section 9.1 All full-time employees may be granted up to two (2) shifts' leave with pay in the event of a death in the immediate family. "Immediate family" shall mean the employee's spouse, children or adopted children, father,

step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, sister-in-law, brother, step-brother, brother-in-law, grandparents, grandchildren, or any natural or adopted child or grandchildren of the employee's spouse. The Fire Chief may extend funeral leave when circumstances warrant, to four (4) shifts.

ARTICLE 10 – JURY DUTY

Section 10.1 Full-time employees called to serve on jury duty shall receive their regular pay and retain all jury pay. Those persons called but not selected to serve on the jury shall report back to work when excused. Any travel allowance paid shall also be retained by the employee.

Section 10.2 Any employee subpoenaed to testify in court or be deposed as a direct result of performance of their duties with the City of Mesquite shall be compensated for hours worked in defense of the City of Mesquite. 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 car for business purposes.

ARTICLE 11 – LEAVE OF ABSENCE

Section 11.1 Leaves of absence without pay shall be granted to an eligible classified employee in compliance with the provisions of the Family and Medical Leave Act of 1993 and regulated by the Family and Medical Leave Act "policy" of the City.

Section 11.2 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 on the recommendation of the Fire Chief.

Any employee on such leave shall accrue no benefits or seniority until such time as the employee reports back to work. The City may fill the position on a temporary basis.

ARTICLE 12 – MILITARY LEAVE

Section 12.1 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 State and Federal Laws provided that during a period of military leave in excess of thirty (30) days, annual or sick leave credit shall not accumulate.
- c. After the completion of the service, the employee shall be restored to the employee's former position or an equivalent position in accordance with Title 38 of the US CODE Annotated or any other State or Federal law relating to Veteran's reemployment rights.
- 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 the returning employee to the employee's former position in accordance with subsection c.
- e. An employee in the competitive service having a reserve status in any of the regular branches of the Armed Services of the United States or National Guard, upon request to serve under orders for training duty shall be relieved from the employees' duties, upon request, to serve under orders on training duty without loss of pay for a period not to exceed fifteen (15) working days within three (3) consecutive calendar weeks in any one (1) calendar year. 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. The employee shall receive regular compensation in addition to military pay. It is understood that this provision is in accordance with NRS 281.145.

ARTICLE 13 – SPECIAL LEAVE AND SCHOOLING

Section 13.1 Special leave with full or partial pay or without pay may be granted by the City Manager upon recommendation of the Fire Chief when such leave is in the best interest of the City.

Section 13.2 Employees who miss regularly scheduled shift(s) due to the training shall be paid for the shift(s) missed. Employees shall not be paid additional hours for training in this case.

Section 13.3 Any employee in the Fire and Rescue Department who attends classes which are mandatory by the Department shall have the schooling and any books or materials required paid for by the Department. Travel to such schooling shall be compensated according to City policy.

Section 13.4 Employees who attend training mandated by the Department or for professional certification during off-shift hours shall be paid at the scheduled overtime rate for all hours spent in training. This includes maintaining license after certification.

ARTICLE 14 – EDUCATIONAL ASSISTANCE

Section 14.1 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, school, 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.

ARTICLE 15 – RULES AND REGULATIONS

Section 15.1 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 have precedence.

Section 15.2 The Fire Chief shall make available to the Union 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 15.3 The Fire Chief shall make available a copy of all rules, regulations, and SOP’s / SOG’s in hard copy to each employee covered by this agreement. All additions, deletions or changes to such rules, regulations and/or SOP’s / SOG’s, and all non-confidential departmental memos shall be posted on a bulletin board located in a conspicuous location in each Fire Station for at least fifteen (15)calendar days.

Section 15.4 Said bulletin board referenced in Section 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 15.5 Nothing in this agreement shall be interpreted nor applied to cause the City or the Union to violate their policy on non-discrimination. The City and the Union shall cooperate to assure that no employee or applicant for employment is discriminated against by reason of race, religion, creed, color, national origin, disability, sex or age.

ARTICLE 16 – SAFETY AND HEALTH

Section 16.1 Fire & 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 feels is unsafe prior to that scene being secured by the Police. This includes, but is not limited to:

- (1) Calls involving domestic disputes
- (2) Calls involving Assaults / shootings / stabbings
- (3) Suicide attempts / overdoses
- (4) Fights
- (5) Combative and / or intoxicated persons

Section 16.2 The City shall provide appropriate personal protective equipment in accordance with all laws and adopted standards at no cost to the employee

Section 16.3 An employee believing any working condition or machinery is unsafe shall immediately call it to the attention of the employee's immediate supervisor for corrective action.

- a. Should the supervisor conclude that the working condition or equipment is within safety measure and the employee insists to the contrary, the matter shall be brought to the attention of 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, The Union reserves the right to initiate the formal grievance process.

Section 16.4 The Fire Chief shall determine the uniform and the policy for its wear. All uniforms shall be provided to the employee at no cost to the employee. After 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, that are not serviceable, or do not fit properly.

Section 16.5 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 16.6 Each station shall have a separate supervisor assigned to that station any time five (5) or more personnel are assigned to that station for more than twelve (12) hours on any given shift.

Section 16.7 If more than two regularly scheduled positions are vacant and there are no reserves previously scheduled, a call back shall occur.

ARTICLE 17 – UNION REPRESENTATION

Section 17.1 The Secretary-Treasurer 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 relative to Union activities.

Section 17.2 Whenever a representative of the Union plans on entering the City property for the purpose of conducting Union business or meets employees at a work site for the purpose of conducting Union business, the Union representative shall notify the Fire Chief, the City Manager or their designated representative of their presence, the purpose of the visit, and the expected duration of the visit.

Section 17.3 It is agreed that the Union representative shall conduct himself/herself in such a manner so as not to interfere with the efficient operations of the City.

Section 17.4 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 for any reason additional employees are needed for informational purposes, upon agreement by the negotiating teams, said employee(s) may be called in the meeting without loss of pay. The negotiating teams shall determine what expertise is needed.

Section 17.5 Due to the unique schedule of Fire & Rescue work, at any given time at least one third 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 24 hour notice to discuss 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 the Fire Station and allow the crews of other stations to attend the meetings as long as response times are kept within reasonable standards.

ARTICLE 18 – CHECK OFF

Section 18.1 The City agrees to deduct from the wages of each Union member, upon the request of the employee the sum certified as monthly union dues, initiation fees and deliver the same to the Union Secretary Treasurer. If any controversy arises on account of such deductions the Union will furnish, at no expense to the City, competent legal counsel 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 is directly related to such controversy.

Section 18.2 Such funds shall be remitted by the City to the Secretary-Treasurer of the Union within fifteen (15) days after such deductions. The employee's authorization for such deduction is revocable subject to the conditions outlined on the check-off authorization or upon termination of employment.

ARTICLE 19 – WARRANTY OF AUTHORITY

Section 19.1 The officials executing this Agreement in 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 represented, during the term of this Agreement.

ARTICLE 20 – SAVINGS CLAUSE

Section 20.1 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 immediately to meet and negotiate such parts or provisions affected.

ARTICLE 21 – LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS ACT

Section 21.1 Each party reserves all rights as set forth in the Local Government Employee-Management Relations Act (the “Act”) (NRS 288.010 and following). In this context the parties acknowledge that in respect 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 over non-mandatory subjects during these or in future negotiations.

ARTICLE 22 – FIDELITY BOND

Section 22.1 When the City requires a fidelity bond of any employee, the premium of said bond shall be paid by the City.

ARTICLE 23 – INDEMNIFICATION FOR ORDINARY NEGLIGENCE

Section 23.1 Except for instances of gross or wanton negligence, the City shall indemnify all unit employees from liability for accidents occurring while in performance of their official duties from claims brought by the public as well as other city employees.

ARTICLE 24 – COMPENSATION FOR ON-DUTY INJURIES

Section 24.1 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 Statutes and the Nevada Administrative Code.

Section 24.2 The following is intended to supplement the aforesaid 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 turn 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 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, (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:

- (1) That the employee is receiving workers compensation benefits.
- (2) That the employee was engaged in the performance of the employee's job at the time of the injury.
- (3) 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 25 – COMPENSATION FOR NON-SERVICE INCURRED ACCIDENTS OR ILLNESS

Section 25.1 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 25.2 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 month following the month in which the accident or illness was incurred, whichever is greater.

Section 25.3 In the event of a Family Medical Leave, referring to the Family Medical Leave Act of 1993, leave days used will be charged against any Family Medical leave time in accordance with the Family Medical Leave Act Policy of the City.

ARTICLE 26 – WORKDAY, WORK WEEK

Section 26.1 The City agrees that any contemplated change from the present work week shall be subject matter for further discussion.

- a. The work schedule is currently two (2) 24-hour shifts on, followed by ninety-six (96) hours off.
- b. The shift shall begin at 0800 and end at 0800.
- c. Any employee who has his or her work schedule modified to a forty (40) hour shall have his or her hourly wage adjusted so that his or her annual salary does not decrease.
- d. Forty (40) hour a week employees shall work the schedule assigned by the Fire Chief.
- e. 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".

ARTICLE 27 – TIME RECORDS, PAYDAY

Section 27.1 The City shall pay employees on a bi-weekly basis.

Section 27.2 All employees shall submit a time card as per City Policy.

ARTICLE 28 - WAGES

Section 28.1 The City and the Union agree that for term of this Agreement the hourly wage and annual salary of the classifications covered by this Agreement shall be as set forth in Appendix A.

Section 28.2 July 1, 2007, the hourly wage schedule and the hourly wage rate for each employee shall be increased by six percent (6%).

Section 28.3 July 1, 2008, the hourly wage schedule and the hourly wage rate for each employee shall be increased by eight percent (8%).

Section 28.4 July 1, 2009, the hourly wage schedule and the hourly wage rate for each employee shall be increased by eight and one-half percent (8.50%).

**ARTICLE 29 – OVERTIME PAY, CALL-OUT PAY,
WORK OUT OF CLASSIFICATION AND COMP TIME**

Section 29.1 Overtime shall be paid as follows:

- a. All twenty-four (24) hour employees shall be paid at one and one-half (1 1/2x) times their hourly rate for all hours worked in excess two hundred and twelve (212) hours in a twenty eight (28) day period. When an employee takes paid vacation time or comp 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) hours' notice, shall be paid at one and one half (1½ x) 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 29.2 Work Out of Classification: Temporary work assignments assigned by the Fire Chief to an established position of higher grade shall be compensated as follows: If the assignment is for twelve (12) hours or more, employees who are appropriately directed and who temporarily accept the

responsibilities of a position/classification outside their 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, nor will it apply to the Engineer classification until such time that the Engineer classification is established. The Engineer position will be considered established at such time that it is officially opened as an internal recruitment and personnel are assigned as Engineers.

Forty-hour employees assigned temporarily to a 24-hour position shall be compensated at the corresponding 24-hour shift wage for the duration of the assignment.

Section 29.3 Employees may accumulate comp time rather than be paid overtime subject to the following:

- a. To accumulate comp time, employees may volunteer and the supervisor may allow the employee to accept time off rather than overtime pay. No employee will be required to accumulate comp time rather than be paid at the overtime rate.
- b. To use comp time employees must schedule their absences from work with their supervisor seven (7) days in advance for twenty-four (24 hour) employees, one (1) day in advance for forty (40) hours a week employees. Such absences will be scheduled when it will not place a hardship on the department or other employees.
- c. Comp time accumulation and usage will be reported on the bi-weekly time cards. Comp 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 comp time hours within a pay period, the records may not show on the paycheck stub.
- d. No employee may have an accumulated balance of comp time exceeding two hundred and forty (240) hours at the end of any pay period. Employees may not have a deficit comp time balance.
- e. Whenever an employee separates from City employment, any unused comp time will be paid at a straight time hourly rate.

ARTICLE 30 – LONGEVITY PAY

Section 30.1 Employees will receive longevity pay of \$100.00 for each year of service upon completion of the Five (5) years of employment. This will be paid on the first check following the employee's anniversary date.

At 10 years longevity payment would increase to \$150.00 for each year of service.

At 20 years longevity payment would increase to \$200.00 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 31 – INSURANCE

Section 31.1 The City agrees that it shall pay 100% of the employees health insurance (medical, dental and vision) premiums to the Teamsters Security Fund now, and as they may change from time to time, to maintain the current level of benefit not to exceed \$780.16-2007, \$887.36-2008, \$1,009.28-2009. The City further agrees that any change in Insurers will provide the same or greater level of benefit to the employee and the City will continue to pay 100% of the Premium.

ARTICLE 32 – RETIREMENT

Section 32.1 All employees shall participate in the Public Employees Retirement System (PERS) of the State of Nevada in accordance with the rules of the system. The City shall comply with all the provisions of NRS 288 for the purpose of paying the employee's retirement contributions.

Section 32.2 All contributions to the PERS shall be paid by the City.

ARTICLE 33 – RESIDENCY –

Section 33.1 Firefighters must live in close enough proximity to the City of Mesquite in order to be able to respond to a call out within thirty (30) minutes.

ARTICLE 34 – REEMPLOYMENT

Section 34.1 ~~Rules for Reemployment-- Forced Reduction.~~

Any employee terminated under forced reduction shall have the right to reemployment to his or her previous post or any other post for which he or she is qualified provided:

- a. Not more than eighteen (18) months has elapsed since the reduction in force action.
- b. The employee requests to be placed on the Reemployment list in accordance with Article 34 Section 2.
- 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 re-appointment.

Section 34.2 Separation-Re-employment List.

Regular employees separated from the service through a reduction in force, and for no other reason, may request, in writing within sixty (60) days after RIF, 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 eighteen (18) months from the date upon which they are placed on the list. Continuation beyond the 18th 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 34.3 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 34.4 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 their previously held position becomes available, without being required to re-apply or participate in any form of testing process.

ARTICLE 35 – TERMINATION

Section 35.1 Resignation: A full-time employee who resigns shall submit the employee's resignation, in writing, to the Fire Chief and give at least two weeks notice. The City Manager, on the recommendation of the Fire Chief, and with the concurrence of the employee, may shorten or waive the notice period at the City Manager's discretion.

Section 35.2 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 35.3 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 35.4 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 35.5 and 35.6, the employee shall be given warning and a reasonable time to improve. A progressive discipline system shall be used.

- (1) An employee whose conduct is unsatisfactory shall be subject to disciplinary action. According to the gravity of the offense, this may take the form of any one or a combination of the following:

Oral Warning
Written Reprimand
Transfer to a less responsible post
Suspension
Demotion
Termination

- (2) 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 35.5 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.
- b. Outside employment not specifically authorized by the Fire Chief or his designee.
- c. Solicitation, as a City employee, of the public for money, goods or services not specifically authorized by the City Manager.

Section 35.6 Cause: The following grounds are 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 35.7 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 gain an independent physicians second opinion, and to appeal the termination.

Section 35.8 Abandonment of Post: An employee absent from duty without a satisfactory explanation in excess of two (2) shifts shall be considered to have abandoned the employee's post and the employee's appointment shall be terminated provided that the Fire Chief has made a reasonable effort to locate the employee prior to the termination.

Section 35.9 Abolition of Post and Procedure in Force Reduction

- a. The City Council in the interest of the City may require the abolition of any post and a consequent reduction in force.
- b. When a post of indefinite duration is abolished, a reduction in force shall take place in accordance with the following principles:
 - (1) Competition for retention shall be limited to other employees holding the minimum qualifications for the vacant position.
 - (2) Preference for retention shall be based first upon meeting the qualifications as set forth in Section 9 b. (1) and this being equal, seniority shall be the determining factor.
 - (3) As a result of the application of the reduction in force procedure, the City Manager may cause the transfer, or the reduction in grade, or the combination of the two, or termination of any employee whose post has been abolished.
 - (4) An employee's appointment shall not be terminated before the employee has been made a reasonable offer of reassignment, if such offer is immediately possible.
 - (5) Termination under this Section shall require the giving of at least four week's notice to the employee or payment in lieu of notice of an equivalent amount of salary.
 - (6) There shall be no appeal from action under this rule where seniority is a deciding factor.

Section 35.10 Notification: Any termination under this Article shall be in writing and shall set forth the reasons for such termination.

ARTICLE 36 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 36.1 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 insure efficiency and promote employee morale. Should any employee or group of employees feel aggrieved as result of any condition arising out of the interpretation or application of this agreement, including the claim of unjust discrimination on any matter or condition affecting health and safety beyond those normally encountered in all phases of normal work

requirements, adjustment shall be sought as follows by the employee with the assistance of the Union.

Section 36.2 An employee grievance committee shall be established by the members and shall be the first step for any employee who believes they have been aggrieved. The committee shall attempt to resolve disagreements informally. If the committee cannot achieve a resolution, they shall make a determination by majority vote to continue to the next step in this article or dismiss the complaint. The committee shall make this determination within ten (10) calendar days of being advised of a grievance.

Section 36.3 All grievances not resolved by the grievance committee must be filed, in writing, by either party to the Agreement, 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. The matter 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 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 any dispute arising out of the interpretation or application of the Agreement. If the Union elects to do so, they must notify the City Manager of their decision, in writing, within seven (7) calendar days from the date of expiration of the seven-calendar day period for settlement with the City Manager.

Step 5. Upon receipt of such notification of a desire to invoke arbitration, the City and Union Representative shall within five (5) calendar days of the City's receipt of the "notice" to arbitrate, shall jointly request the Federal Mediation and Conciliation Service for the names of seven (7) arbitrators experienced in the field to be arbitrated.

- (a) One arbitrator shall be selected by alternately striking names from the list and the dispute shall be submitted to the arbitrator then remaining. Such arbitration shall be under the rules of the Federal Mediation and Conciliation Service, or the American Arbitration Association as prescribed by the arbitrator selected.
- (b) 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.

Step 6. The arbitrator's decision shall be final and binding and the cost of the arbitrator 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 FMCS arbitrator, shall be borne equally by both parties. All other expenses shall be paid by the party incurring them.

Section 36.4 Failure to process the grievance within the time limits established in the preceding Sections presumes that it has been satisfactorily resolved at the first step to which it has been properly processed. The time limits specified in the preceding Sections may be extended by agreement of both parties in writing.

ARTICLE 37 – MANAGEMENT RIGHTS

Section 37.1 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:

- (1) The right to direct its employees;

- (2) The right to hire, direct, assign, promote, classify, suspend, demote, discharge, or take disciplinary action against any employee;
- (3) The right to maintain the efficiency of its governmental operations;
- (4) The right to relieve any employee from duty because of lack of work, or lack of funds, or for any other legitimate reason;
- (5) The right to determine appropriate work performance standards;
- (6) The right to determine the content of the work day including, without limitation, work load factors;
- (7) The right to determine the quality and quantity of services to offer to the public, and the means of offering those services;
- (8) The right to issue, amend, or revise policies, rules, regulations and practices legitimately necessary to carry out all managerial and administrative prerogatives.
- (9) 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 37.2 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, or preclude it from exercising the same in some other manner not in conflict with the provisions of this Agreement.

ARTICLE 38 – STRIKES AND LOCK-OUTS

Section 38.1 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 of application of this Agreement will be settled pursuant to its grievance and arbitration machinery.

ARTICLE 39 - DURATION OF AGREEMENT

Section 39.1 This Agreement, dated this ____ day of _____, 2007 shall be effective from July 1, 2007 to June 30, 2010. However, this Agreement shall continue in effect until ten (10) days following receipt of the award of fact finder if statutory impasse procedures have been undertaken or such procedures may yet be implemented.

CITY OF MESQUITE, NEVADA

By: *Susan Holecheck* Date *8/17/07*
Susan Holecheck, Mayor

ATTEST:
Carol Woods Date *8/21/07*
Carol Woods, City Clerk

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

By: *Gary D. Mauger* Date *8-20-07*
**Gary D. Mauger,
Secretary-Treasurer, CEO**

**CITY OF MESQUITE
JOB CLASSIFICATION T14**

FULL TIME POSITION	STATUS		Scheduled O Time	Annual Pay	Maximum Hr Wage	Scheduled O Time	Annual Pay
	Grade	Minimum Hr Wage					
July 1, 2007 Wage							
40 hour week							
Fire Inspector/Plans Examiner	24	\$21.25		\$44,200			\$63,405
Captain/EMS Coordinator	29	\$27.13		\$56,430			\$80,949
24 hour shift							
Firefighter/EMT	F- 15	\$13.05	\$3,053	\$39,019	\$18.63	\$4,478	\$55,973
Firefighter/EMT/Paramedic	F- 19	\$15.86	\$3,711	\$47,421	\$22.65	\$5,442	\$68,025
Captain	F- 21	\$17.48	\$4,090	\$52,265	\$24.96	\$5,998	\$74,974
July 1, 2008 Wage							
40 hour week							
Fire Inspector/Plans Examiner	24	\$22.95		\$47,736			\$68,477
Captain/EMS Coordinator	29	\$29.30		\$60,945			\$87,425
24 hour shift							
Firefighter/EMT	F- 15	\$14.09	\$3,298	\$42,141	\$20.12	\$4,836	\$60,451
Firefighter/EMT/Paramedic	F- 19	\$17.13	\$4,008	\$51,215	\$24.46	\$5,877	\$73,468
Captain	F- 21	\$18.88	\$4,417	\$56,446	\$26.96	\$6,478	\$80,972
July 1, 2009 Wage							
40 hour week							
Fire Inspector/Plans Examiner	24	\$24.90		\$51,794			\$74,298
Captain/EMS Coordinator	29	\$31.79		\$66,125			\$94,857
24 hour shift							
Firefighter/EMT	F- 15	\$15.29	\$3,578	\$45,723	\$21.83	\$5,247	\$65,590
Firefighter/EMT/Paramedic	F- 19	\$18.58	\$4,349	\$55,568	\$26.54	\$6,377	\$79,712
Captain	F- 21	\$20.48	\$4,793	\$61,244	\$29.25	\$7,028	\$87,855

