

LABOR AGREEMENT BETWEEN THE
CITY OF MESQUITE, NEVADA
AND

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

DURATION

July 1, 2025 through June 30, 2028

M-1 AND M-2 SUPERVISOR BARGAINING UNIT

Table of Contents

PREAMBLE.....	4
ARTICLE 1 - RECOGNITION.....	5
ARTICLE 2 - UNION REPRESENTATION.....	6
ARTICLE 3 - EFFECT OF AGREEMENT	7
ARTICLE 4- UNION MEMBERSIDP	8
ARTICLE 5 - HIRING PROCEDURES.....	9
ARTICLE 6 - SENIORITY.....	10
ARTICLE 7 - REDUCTION IN FORCE & RECALL PROCEDURE	11
ARTICLE 8 - RECRUITMENT, SELECTION, PLACEMENT. PROMOTIONS AND TRANSFER.....	13
ARTICLE 9 - DISCHARGE, DISCIPLINE, AND PERSONNEL FILES.....	16
ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE	18
ARTICLE 11 - LABOR/ MANAGEMENT COMMITTEE	23
ARTICLE 12 - SAFETY AND HEALTH.....	24
ARTICLE 13 - MANAGEMENT RIGHTS	26
ARTICLE 14- STRIKES AND LOCKOUTS	27
ARTICLE 15 - CHECK-OFF.....	28
ARTICLE 16-WARRANTY OF AUTHORITY.....	29
ARTICLE 17 - SAVINGS CLAUSE	30
ARTICLE 18 -FIDELITY BOND	31
ARTICLE 19 - INDEMNIFICATION FOR ORDINARY NEGLIGENCE	32
ARTICLE 20 - INSURANCE	33
ARTICLE 21 - COMPENSATION FOR SERVICE INCURRED ACCIDENT OR ILLNESS.....	34
ARTICLE 22- PENSION/RETIREMENT.....	35
ARTICLE 23 - TIME RECORDS	36
ARTICLE 24- HOLIDAYS	37
ARTICLE 25 - ANNUAL LEAVE	38

ARTICLE 26 – ADMINISTRATIVE LEAVE	40
ARTICLE 27 – BEREAVEMENT LEAVE	41
ARTICLE 28 – MILITARY LEAVE	42
ARTICLE 29 – LEAVE OF ABSENCE	43
ARTICLE 30 – COURT LEAVE.....	44
ARTICLE 31 – SICK LEAVE	45
ARTICLE 32 – SHIFT ARRANGEMENTS	47
ARTICLE 33 – LUNCH AND BREAK PERIODS.....	49
ARTICLE 34 -WAGES, CLASSIFICATIONS & RATES OF PAY	50
ARTICLE 35 - PAYDAY	54
ARTICLE 36 - SERVICE RECOGNITION /LONGEVITY	55
ARTICLE 37 - MEAL POLICY.....	56
ARTICLE 38 - NON-DISCRIMINATION	57
ARTICLE 39 - OUTSIDE EMPLOYMENT	58
ARTICLE 40 - RESIDENCY REQUIREMENT.....	59
ARTICLE 41 - EDUCATIONAL ASSISTANCE.....	60
ARTICLE 42 - SOLE AND ENTIRE AGREEMENT	61
ARTICLE 43 - DURATION OF AGREEMENT	62
APPENDIX A - CLASSIFICATION CHART	63
APPENDIX B - CONSANGUINITY/AFFINITY CHART	64
APPENDIX C-DEPARTMENT DIVISION CHART.....	65
APPENDIX D- WAGE SCALE CHART	67

PREAMBLE

This Agreement is effective this 1st day of July, 2025, by and between the CITY OF MESQUITE, whose address is 10 East Mesquite Boulevard, Mesquite, Nevada, (hereinafter referred to as the "City") and the TEAMSTERS LOCAL UNION NO. 14, whose address is 8951 West Sahara Ave. Las Vegas, Nevada, 89117 (hereinafter referred to as the "Union") as a product of the good faith bargaining efforts of both Parties and for the purpose of promoting harmonious employer/employee relationships and the efficiency of the City operations. The City and the Union are referred to collectively as the "Parties."

ARTICLE 1 - RECOGNITION

1.1 The City recognizes the Union as the exclusive collective bargaining representative for all regular full-time employees in the classification listed in Appendix A.

1.2 The City shall notify the Union, in writing, of its intent to establish or exclude any new position or classification and the City shall indicate its belief as to whether or not the new classification and/or position 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 of any disagreement 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 City may post and fill the position, and the dispute shall be resolved by the Local Government Employee-Management Relations Board as provided under NRS 288.170.

1.3 If the newly-established classification position and/or position is agreed to be, or is determined by the Employee-Management Relations Board to be, a bargaining unit classification, Parties shall meet promptly pursuant to the provisions of Article 34, Section 34.1 (Determining Classifications/ and Rates of Pay).

1.4 The rate of Pay determined for a newly-established classification shall be retro- active from the affected employee's date of employment in the new classification upon resolution.

ARTICLE 2 - UNION REPRESENTATION

2.1 The Union's Secretary-Treasurer and/or Business Agent and/or Shop Steward may enter the premises of the City during any shift to investigate working conditions or unit employees, to assist in the settlement of grievances arising under this Agreement, to post notices regarding Union activities and to ascertain that the Agreement is being adhered to provided, however, that said Union representative notifies the City's designated representative 24 hours in advance of the visit and notifies the City's designated representative of their/his/her presence upon arrival. Union will provide 24 hours' notice of visiting the City.

2.2 Shop Stewards will also be permitted to use a reasonable amount of release time for the investigation of grievances. Release time will not be unreasonably withheld; however, the Shop Steward shall request the use of such time in advance and the granting of the request shall be subject to supervisor approval, but will be granted only upon advance approval by the supervisors involved, which will not be unreasonably withheld, and the release time will be scheduled by the supervisors so as to minimize interruption disruption of the City's business.

- A. It is agreed that the Union Representative shall not interfere with the efficient operation of the City.
- B. Release time for employee representatives will be requested pursuant to the established procedure.

2.3 The City shall provide the Union exclusive bulletin board space to the Union in the designated break area. Any posted material will be signed by the Union's Secretary/Treasurer, Business Agent, officer, or board member and the Union agrees to submit one (1) copy of all posted material to the Office of the City Manager and one (1) copy to the City's Human Resources Manager.

2.4 The Union shall, upon written request, and subject to other scheduled events, be permitted reasonable use of meeting space at reasonable times and places. The Union shall be subject to reasonable charge for any clean-up or other extra services provided by the City.

The City agrees to allow three (3) employee representatives and the Head Shop Steward to sit at the bargaining table for the purpose of negotiations. Employee committee members shall not suffer loss of pay or deduction from leave time; however, no overtime will be paid for meetings outside of an employee's normal work hours.

If, for any reason, additional employees are needed for informational purposes, upon agreements by the City and the Union, said employee(s) will be called into the meeting without loss of pay or leave time.

On-duty employees shall return to their regular duty assignment immediately at the end of said meetings.

ARTICLE 3 - EFFECT OF AGREEMENT

The Union and City agree that this Agreement is intended to cover all matters affecting wages, hours, and other terms and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither the City nor Union will be required to negotiate any further regarding such matters affecting these, except as specifically provided herein. Certain managerial decisions may legally require the City to bargain with the Union over the effects of such decisions, and the Union does not waive the right to such "effects bargaining".

ARTICLE 4 - UNION MEMBERSHIP

- 4.1** Union membership shall be at the sole discretion of the employee.
- 4.2** The Union will notify the City, via email, of all current officers of the Union who are authorized to represent eligible employees under this Agreement.
- 4.3** The Union will notify the City of the names of Shop Stewards appointed by the Union within fifteen (15) calendar days of their said appointment.
- 4.4** The Union recognizes its responsibility as a bargaining agent and agrees to fairly represent all employees in the bargaining unit. The City recognizes the right of the Union to charge nonmembers 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 nonmembers 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.
- 4.5** In reliance on the Nevada Supreme Court Opinion issued in *the case of Cone v. Nevada Service Employees Union/SIEU Local 1107*, 116 Nevada 473 (2000) ("*Cone*"), Teamsters Local 14 Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit. The City recognizes the right of the Union 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*, the Union Teamsters Local 14 has adopted a Resolution establishing fees for non- members of the bargaining unit who request the assistance of the Union Teamsters Local 14 with appeals, grievances and hearings and that the Union Teamsters Local 14 has the authority, pursuant to *Cone*, to change those fees from time-to- time.

ARTICLE 5 - HIRING PROCEDURES

- 5.1** The City shall post all regular position openings and provide a written copy of such notice to the Union.
- 5.2** The Union may refer applicants for open positions.
- 5.3** Union membership shall have no effect on employment with the City.
- 5.4** Initial employment with the City shall be based upon competitive examination.
- 5.5** The City will notify the Union, via email, of all new hires and terminations within the bargaining unit. It is the Union's responsibility to provide the City with the appropriate email address(es).
- 5.6** All initial appointments shall be subject to a probationary period of six (6) months, with an additional six (6) months, if necessary, with notification to the employee and Union. This probationary period begins upon completion of the formalized training program for Communication Dispatcher. The City reserves the right, for valid reason(s), to extend said probationary period for an additional six (6) months or fraction thereof, not to exceed a total of twelve (12) months. The Union shall be notified, via email, of such extensions. Notwithstanding the foregoing, an employee placed on a regular status from a temporary full-time appointment of six (6) months or longer in the same position, will be considered to have completed their probationary period.

ARTICLE 6 - SENIORITY

6.1 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. Division seniority shall apply in cases of shift bidding and vacation leave, and in these specific cases, Division seniority shall be determined by the length of continuous service within the City of Mesquite Department/Division Chart attached as Appendix C.

6.2 Seniority shall commence from the original date of hire as a full-time, regular employee in a classification designated in Appendix A.

6.3 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. Seniority is defined as the length of an employee's continuous service with the City from the date of hire. Continuous service is defined as service not broken by dismissal or resignation with reinstatement. City Seniority shall apply for City-provided benefits as defined within this Agreement and those available to employees outside of this Agreement. City Seniority will also apply for the purposes of layoff and recall as defined in Article 7 of this Agreement.

6.4 Seniority begins from the original date of hire of employees who are regularly scheduled to work thirty (30) hours or more in a seven (7) daywork week.

ARTICLE 7 - REDUCTION IN FORCE & RECALL PROCEDURE

7.1 REDUCTION IN FORCE

If the City, in its sole and absolute discretion, determines that a reduction in force is found to be necessary, the City shall, except in cases of unusual emergency, provide thirty (30) calendar days prior notice to the affected employee and the Union.

When a layoff becomes necessary, employees shall be laid off by City seniority from the affected job classifications as follows:

- A. Temporary employees;
- B. Initial hire probationary employees;
- C. Part-time employees;
- D. All other employees required to be removed, provided the remaining employees are capable of performing the remaining work at required performance levels and standards.

7.2 BUMPING

Employees who are subject to layoff, but who have greater City seniority than employees in another, lower or equal paid classification may, if the City concludes that they are qualified, be permitted to bump the least senior employee from the lower paid classification.

Regular employees not in the bargaining unit represented by the Union and who are subject to layoff may bump into the bargaining unit under the following procedure:

- A. The employee must have exhausted all bumping opportunities outside of the bargaining unit to avoid layoff.
- B. The employee may then bump into the bargaining unit by filling vacancies provided the employee meets the qualifications of the vacancy.
- C. If no vacancies are available to the employee, the employee may bump the least senior employee from an equal or lower job classification within the bargaining unit and must meet the qualifications for the position.

7.3 RECALL

If the City decides to recall from a layoff, laid off employees shall be recalled to the jobs from which they were laid off in the inverse order of layoff. The City shall notify recalled employees either by telephone, in person, or by certified letter to the employee's last address on record, it being the responsibility of each employee to keep the City informed of his/her current correct address. The City may fill the vacancy on a temporary basis pending

the return of such employee. An employee so notified shall report for work or notify the City of his/her intention to report for work within five (5) working days after notification has been given to the employee to report for work. The employee shall return to work on the agreed-upon date, but not later than five (5) working days after receipt of such notice recall notification unless a reason satisfactory to the City is given. For purposes of this Article, it shall be conclusively assumed that employees have received such notice to report for work ten (10) working days after notice is sent by certified mail to their last known address, unless, in fact, such notice was received prior thereto. If an employee fails to comply with any of the provisions of this Section, the employee may be terminated. Recall rights shall expire nine (9) months from the effective date the employee was laid off by the City. If an employee, who was vested with the City prior to the layoff is recalled, that employee shall receive the same benefit package as he/she had before the layoff if it is still offered to other vested City employees. The term "vested" means an employee who has been employed full time by the City of Mesquite for five (5) years.

7.4 The City and the Union agree to recognize the principle of Seniority regarding reductions in force, bumping, and recalls, with the following factors considered:

- A. Length of Seniority
- B. Knowledge of the job
- C. Skill and efficiency for the job.

Decisions as to the balancing and weight of the aforementioned factors shall be seniority first and if the most senior employee meets the factors listed in b. and c., that employee shall be offered first.

**ARTICLE 8 - RECRUITMENT, SELECTION, PLACEMENT, PROMOTIONS AND
TRANSFERS**

8.1 Notice of all bargaining unit vacancies shall be posted for not less than five (5) working days, prior to the position being filled. Posting locations will be clearly recognizable in each City facility. Should additional facilities be added during the term of this Agreement and such additional facilities include work areas housing members of this unit, additional posting locations will be identified as appropriate. The City also agrees to post non-bargaining unit vacancies below the level of department head, but the remainder of this Article does not apply to such postings.

8.2 The job posting notice, at a minimum, should include the following information, none of which is to be considered as a limitation of the employee's duty assignments once hired:

- A. Title and job description of the position.
- B. Wage range on hiring date.
- C. Work location (general information, subject to change).
- D. Minimum qualifications and any necessary or desirable requirements for the classification or position.
- E. Selection criteria to be used.
- F. Eligibility requirement(s) including education, employment, training or experience, and whether equivalent factors will be recognized.
- G. Address and deadline for filing applications.
- H. Number of hours per day (general information, subject to change)
- I. Regular assigned work times (general information, subject to change)
- J. Statement that the City is an affirmative action equal opportunity employer.

8.3 When a new regular position is created, or an existing regular position becomes vacant, the hiring authority may, at any time during the selection process, fill the position by transfer of a regular non-probationary employee who has the same classification as that of the vacancy. A transfer is a change in an employee's department, division or work location without any change to the employee's classification and rate of pay. Any regular non-probationary employee having the same job classification as that of the vacancy shall be considered for transfer by having filed a request for transfer, on the prescribed form, with the City's Human Resources Department.

8.4 The City may use a single or combination of selection devices to assist in

determining the qualifications of applicants. The form, content and administration of such selection devices shall be at the sole discretion of the City. All examinations shall be under the supervision of the City's Human Resource Department with input from the relevant department director. The City may decide whether there should be only a promotional list, or both a promotional list and also an open competitive list established. Applications shall be accepted only during the period stated in a job posting.

8.5 Applications for promotional examinations will be accepted from the initial posting from regular and part-time employees of the City who meet the qualifications announced in the job posting. Part-time employees will only be considered if there is not a qualified full-time regular employee. Probationary employees, temporary employees and employees in a qualifying period may not apply. Applications for open competitive examinations will be accepted from the general public who meet the qualifications announced in the job posting, should there be no internal candidate to fill the position. If a multi-part selection process is used, applicants must pass the preceding part in order to be admitted to the next part. In open competitive examinations where a multi-part selection process is used, all City employees who pass a preceding part will be admitted to the next part.

8.6 Eligibility lists for the posted 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. However, the decisions regarding whether to establish an eligibility list, and, if so, for what length of time it will be retained, are solely within the discretion of the City.

8.7 Vacancies may be filled following posting of the vacancy from the following sources; transfers or promotions of bargaining unit employees from applicant pools and existing eligibility lists from outside applicants.

8.8 When all qualifications and factors are equal, the bargaining unit vacancies shall be filled by the applicant who has the most City seniority.

8.9 GENERAL PROVISIONS

- A. Involuntary transfers may be made by the City at any time independent of the selection process described in this Article, but may not be made for disciplinary purposes.
- B. Nothing in this Article will preclude the City from filling positions on a provisional or temporary basis pending completion of the selection process. In the event that a vacant position is not to be filled temporarily and a qualified employee exists, except when business needs dictate otherwise, the initial vacancy shall be filled through the temporary assignment of a bargaining employee. The City is not obligated to continue this process for subsequent vacancies created due to the temporary assignment. The selection process for the temporary assignments is not

governed by other provisions of this Article.

- C. The non-discriminatory testing and ranking procedures are at the sole discretion of the City.

It is the mutual intent of the City and the Union to improve training and inter-departmental opportunities.

8.10 When a bargaining unit opening is filled, the City, through the Human Resources Department, shall notify the Union, via email, of the employee's name, date of hire, classification and rate of pay.

8.11 The City shall notify the Union, via email, of all posted vacancies prior to the position being filled. Such notice shall include the job description.

ARTICLE 9 - DISCHARGE, DISCIPLINE, AND PERSONNEL FILES

9.1 The right to maintain discipline and efficiency of employees is vested exclusively in the City.

9.2 The City shall have the right to discharge or discipline any employee for cause, but in determining discipline, the City shall not transfer, reassign, reclassify or demote any employee for disciplinary purposes. The City shall be reasonable in determining "cause" in any particular case. The concept of "for cause" includes the principle of progressive discipline for minor offenses. However, the City shall retain the right to skip "steps" of progressive discipline depending upon the gravity of the situation. The imposition of one form of discipline for a certain offense is not to be considered a binding practice as to future cases involving the same or similar offenses.

9.3 The City shall notify the Union within five (5) days after the issuance of a written reprimand.

9.4 The City shall notify the Union of the City's intent to potentially suspend an employee. When suspension is contemplated, the initial phase of the investigation process shall be a meeting wherein the employee and Union representative given the opportunity to respond to the issues raised by the City. The City will provide the employee and the Union, no less than four (4) working days prior to this meeting, with all information they have gathered throughout the investigation of the incident. At the conclusion of this meeting, the City will have five (5) working days to make the determination on potential discipline. The City's decision will be provided to the employee in writing, with a copy to the Union.

9.5 The City may not discharge an employee for cause without first giving the employee and the Union written notice. The City shall notify the Union of the City's intent to potentially terminate an employee. When termination is contemplated, the investigation process shall be a meeting wherein the employee and Union representative are given the opportunity to respond to the issues raised by the City. The City will provide the employee and the Union, no less than four (4) working days prior to this meeting, with all information they have gathered throughout the investigation of the incident(s). At the conclusion of this meeting, the City will have five (5) working days to make the determination on the potential termination or some other form of discipline. The City's decision will be provided to the employee in writing, with a copy to the Union.

9.6 Notwithstanding anything herein to the contrary, the City may place an employee on suspension (with pay) pending investigation of any matter in which disciplinary action is contemplated. In cases of contemplated discharge or suspension concerning misconduct which present possible harm to persons or property or pending criminal charges which adversely and directly affect the City or substantially disrupts City operations, when an employee is suspended pending investigation, the City shall

promptly notify them immediately suspend the employee with pay upon giving the appropriate notice in Sections above to the Shop Steward or his/her designee of said suspension.

9.7 Records of disciplinary action, excluding oral warnings, will be retained in the employee's official personnel file for a one-year (1) period, unless other disciplinary action occurs. If one year has passed without any further discipline, the disciplinary record will be removed from the personnel file upon written request of the affected employee when initiated by the employee in writing. After removal from the personnel file, these records will be subject to consideration in conjunction with further discipline for a period of one (1) year from the date of removal. Formal period evaluations are exempt from any removal requirement.

The employee shall have access to his or her personnel file and the employee's representative shall also have access upon prior written authorization of the employee. An employee may insert into the personnel file a rebuttal statement, which is directly in response to written reprimands or other negative commentary in the file.

9.8 Any record of discipline not previously provided to the employee will not be used as a basis for subsequent progressive discipline.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

10.1 GRIEVANCE

The purpose of the Grievance and Arbitration Procedure shall be to settle all grievances between the City and the Union or a represented employee 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 or by the City.

10.2 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 10.2. All employee grievances must be submitted to the City, in writing, within fifteen (15) working 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) working 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 with the Union Steward, employee, and the immediate supervisor within fifteen (15) working 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) working days from the date of informal discussion and the immediate supervisor's response, the Union Business Representative shall present the grievance, in writing, to the relevant department director or his/her designee. The department director or his/her 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) working 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) working days from receipt of the written response from the department director 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) working 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 10.4, any dispute arising out of the interpretation or application of the Agreement. If the Union elects to do so, it must notify the City Manager of its decision, in writing, within seven (7) working days from the date of expiration of the seven-working day period for settlement with the City Manager.

10.3 CITY GRIEVANCES

All grievances of the City shall be processed in accordance with the provisions of this Section 10.3. City grievances must be submitted to the Union, in writing, within fifteen (15) working days after the matter in dispute or disagreement is alleged to have occurred. Complaints not filed within this time limit shall be rendered invalid and not subject to the grievance and arbitration machinery herein established.

Step 1. Within five (5) working days of receipt by the Union of a written grievance from the City, the Union Business Representative or other representative shall meet with the City Manager or his designee for an informal discussion of the grievance. If the grievance is not settled during this informal discussion, it may be processed to Step 2.

Step 2. Within five (5) working days from the date of informal discussion between the City and the Union, the Union shall provide to the City Manager a written response regarding the City's grievance. If this answer does not resolve the grievance, it may be processed to Step 3.

Step 3. If the City is not satisfied with the Union's response to the City's grievance and/or the Union does not respond in writing as required under Step 2, the City shall have the right to submit its grievance to binding arbitration, as set forth in Section 10.4. If the City elects to do so, it must notify the Union of its decision, in writing, within seven (7) working days from the date of expiration of the period specified in Step 2 of Section 10.3.

10.4 ARBITRATION

Within five (5) working 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 arbitrator shall be selected by alternately striking names from the list until only one 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 court 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.
- F. Should any employee, group of employees, or the City feel aggrieved as a result of the interpretation or application of this Agreement, including the claim of unjust discrimination or any matter or condition affecting health and safety beyond those normally encountered in all phases of normal work requirements, adjustments shall be sought in accordance with the following provisions.
- G. In order to promote harmony, the Union and the City agree that an employee shall first discuss matters in dispute with the immediate supervisor prior to the actual filing of a written grievance. Such discussions may include a Union Steward, should the employee so desire, and should take place as soon as possible after the event giving rise to the dispute or disagreement.
- H. **Step 1.** If the matter is not resolved informally, within five (5) working days from the date of informal discussion with the immediate supervisor(s), but not later than eight (8) working days after the act or omission giving rise to the grievance or the date the employee could reasonably be expected to discover an alleged improper payment, the Union Representative shall present the grievance, in writing to the appropriate director or his representative. The department director or his representative shall arrange for such meetings with the Union and make such investigations as are necessary. The department director shall respond in writing to the aggrieved within ten (10) working days of his receipt of said grievance. If the response does not resolve the grievance, it may proceed to Step 2.
- I. **Step 2.** Within three (3) working days from receipt of the written response from the department director, the Union representative shall present the grievance, in writing, to the City Manager accompanied by all correspondence and existing evidence on the matter. The City Manager or designated representative, after consultation with the aggrieved employee and/or Union representative, will then make a determination within five (5) working days from the date of submission to the employee.
- J. **Step 3.** If a mutually satisfactory settlement cannot be reached between the City Manager, or designated representative, and the Union, the Union or the City shall have the right to each designate a representative to consider all

evidence and within five (5) working days thereafter, render a final and binding decision or request alternate dispute resolution through FMCS. The party seeking such final determination must notify the other of its decision in writing within five (5) working days from the date of the expiration of the five (5) day period for settlement with the City Manager or the grievance shall be deemed withdrawn with prejudice.

- K. In the event the City and Union Representative cannot agree within five (5) days after the receipt of the "Notice" to arbitrate, the parties shall jointly request The Federal Mediation and Conciliation Service for the names of five (5) arbitrators experienced in the field to be arbitrated. One arbitrator shall be selected by alternately striking names from the list and the dispute shall be submitted to the arbitrator then remaining. The party to strike first shall be determined by lot. 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.
- L. The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or to rule on any matter after this Agreement terminates.
- M. The Arbitrator retains jurisdiction for a period of 120 calendar days from issuance of an award for the limited purpose of clarifying or interpreting the award. Either party, after first having requested the participation of the other party for a joint request, may unilaterally request clarification or interpretation 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.
- N. If the Arbitrator finds that the City has discharged an employee without cause and orders reinstatement with back pay, all earnings received by the employee and back wages and benefits for any comparable employment refused by the employee shall be credited against back pay. The employee will provide such evidence regarding the aforementioned terms as is required by the City.

10.5 TIME LIMITS

The Arbitrator's decision shall be final and binding as to all issues submitted for resolution, and related expenses of the arbitration will be shared between the Union and the City. The parties shall bear their own expenses for attorneys, court reporter, and other related arbitration expenses.

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.

However, in no instance will a grievance remedy be implemented that is not consistent with or directly related to a term or condition of this Agreement. Additionally, any grievance waived or admitted through this "default" provisions will NOT be considered precedent setting and will have no significance in future matters of same or similar nature.

In computing time limits in this article, "working day" shall be defined as a day City main office are open for business.

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

ARTICLE 11 - LABOR/ MANAGEMENT COMMITTEE

11.1 A Committee of the City and Union shall meet quarterly. The meetings will be held at mutually agreed times and places and shall be for the purpose of:

- A. Discussing the administration of this Agreement in conjunction with the City of Mesquite Personnel Policies Manual;
- B. Exchanging general information of interest to the Parties; and
- C. Giving the Union the opportunity to share the views of its members and/or make suggestions on subjects of interest to its members.

11.2 Meetings held pursuant to this Article may be cancelled or postponed and may not be subject to grievance procedure.

11.3 Any issues to be discussed shall be advanced by the requesting party to the other at least seventy-two (72) hours prior to the scheduled meeting time.

11.4 Any conclusions or mutual recommendations of this Committee shall be reduced to writing. It is understood that this Agreement cannot be amended except by decision of the City Council following mutual agreement between the Parties hereto. However, matters of interpretation and clarification can be resolved by written agreement between designated representatives of the City and Union.

ARTICLE 12 - SAFETY AND HEALTH

12.1 The City shall remain in compliance with state and federal law with respect to the health and safety of the employees during their employment. The City shall furnish to employees in the classifications listed below, at the City's expense, any required personal standard safety and protective devices two hundred fifty dollars (\$250.00) per year for safety boots or one hundred twenty-five dollars (\$125.00) for non-slip footwear in areas needed and three hundred fifty dollars (\$350.00) for appropriate work pants, for which the Employees shall thereafter be responsible for maintaining said safety and/or protective devices. Animal Control Officers receive a clothing allowance of one-thousand dollars (\$1000.00) annually. The City will furnish coveralls to employees who are required to participate in crack sealing operations. Certain Departments may also purchase City- identifying shirts for employees use.

Uniform Allowance Eligible Positions	
Animal Control Officer	Animal Control/Receptionist
Automotive Technician I	Building Inspector
Automotive Technician II	Code Enforcement
Automotive Technician III	Collection System Operator
Automotive Technician/Service Writer	Crew Leader
Engineer Technician	Crew Leader/RVAC Technician
Facilities Division Manager	HVAC
Maintenance Worker I	Off-site Inspector
Maintenance Worker II	Parks Superintendent
Maintenance Worker III	Recreation Coordinator
Senior Center Staff	Streets & Drainage Supervisor
Utility Maintenance I	WWTP Operator
Utility Maintenance II	WWTP Operator II
	WWTP Supervisor

12.2 When weather conditions warrant, the City shall make rain gear available for employees.

12.3 The City shall determine the uniform, if any, and the policy for its wear for all employees. The City will provide, and, as necessary, replace said uniforms of its choice, to all applicable employees as needed. Enough uniforms will be provided so that each employee will have a clean uniform for each regular workday.

12.4 Employees shall comply with all safety policies, practices and rules established by the City from time-to-time, and shall cooperate with management in enforcing all safety measures.

12.5 Effective not later than July 1, 2022, Employees in jobs that require safety glasses shall be eligible for an eighty (\$80) allowance per year for prescription safety glasses. This allowance

will be provided through a vendor selected by the City. It is mutually agreed that all frames must be ANSI (American National Standards Institute) certified and have side shields for employee protection.

12.6 Each employee is responsible for the loss of any City-supplied clothing, safety equipment or shoes provided by the City. The City shall replace the above if damaged or destroyed in the course of an employee's work.

12.7 The City shall furnish the employees with ice water and tablets for avoidance of dehydration as reasonably appropriate to weather conditions of heat and/or humidity.

12.8 The City shall continue its current practices with respect to furnishing protection from the elements.

12.9 No employee shall be required to work on any energized electrical potential unless qualified or without the assistance of a qualified person as defined by OSHA. To be a qualified person, the person must understand the construction and operation of the equipment, system or process that he/she has been asked to work on or around as well as how to avoid the associated hazards. The City will provide necessary training, to ensure that all personnel, including non- electrical tradespersons, are properly trained.

12.10 The City will partner with management toward the continuing objective of providing a safe and healthy working environment for all employees and making all reasonable provisions for the safety and health of employees and the public.

12.11 The fringe benefit of a free family membership at the Mesquite Recreation Center will continue through the term of this Agreement.

12.12 The City agrees to waive, after an insurance payment, any applicable balance due or charges related to City provided ambulance service, transportation by City ambulance or medical treatment provided by City ambulance service to employees and their immediate family members.

ARTICLE 13 - MANAGEMENT RIGHTS

13.1 RETENTION OF MANAGEMENT PEROGATIVES

Except as expressly modified or restricted by a specific provision of this Agreement, the management of the City and the direction of the work force, including but not limited to, the services performed; the location of the work force; the schedules and fair standards of employee performance; the schedules and hours of shifts; the methods, processes, and means of providing services; the processes, services; and materials to be purchased, contracted and sub-contracted; the right to hire, promote, demote, and transfer employees, to establish reasonable rules of conduct, to discharge or discipline for cause, and maintain the efficiency of employees are the sole and exclusive rights and responsibilities of the City. The City's failure to exercise any right, prerogative or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercises such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

13.2 NON-MANDATORY SUBJECTS OF BARGAINING

The Union acknowledges that in respect to any non-mandatory subjects of bargaining, as defined in NRS 288.150, which are included in this Agreement, the City is not waiving, or in any way limiting its rights under NRS 288.150 to refuse to bargain over non-mandatory subjects during these or in future negotiations of this Agreement. 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, fiscal emergency or a civil disorder.

Except as expressly modified or restricted by a specific provision of this Agreement, the management of the City and the direction of the work force, including but not limited to, the services performed; the location of the work force; the schedules and fair standards of employee performance; the schedules and hours of shifts; the methods, processes, and means of providing services; the processes, services; and materials to be purchased, contracted and sub-contracted; the right to hire, promote, demote, and transfer employees, to establish reasonable rules of conduct, to discharge or discipline for cause, and maintain the efficiency of employees are the sole and exclusive rights and responsibilities of the City. The City's failure to exercise any right, prerogative or function hereby reserved to it, or the City's exercises of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercises such right, prerogative, or function or preclude it from exercising the same insome other way not in conflict with the express provisions of this Agreement.

ARTICLE 14 - STRIKES AND LOCKOUTS

14.1 The Union, on behalf of itself, its members, agents, and the employees it represents, hereby pledges not to strike (as defined in NRS 288.070) nor to call, authorize, participate or engage in a strike, including but not limited to any picketing, sympathy strike work stoppage, slow-down or sit-down against the City under any circumstances.

14.2 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 this Agreement will be settled pursuant to the Grievance and Arbitration Procedures contained in Article 10 of this Agreement.

14.3 Nothing contained herein is intended to require performance of duties under circumstances in which there is a reasonable likelihood of injury to the employee.

ARTICLE 15 - CHECK-OFF

15.1 The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card, such amount as has been designated by the Union as Union dues and initiation fees and is so certified to the City, in writing, to be the current rate of membership dues. The City will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

15.2 The employee's authorization for such deductions is revocable subject to the conditions outlined on the check-off authorization or upon termination of employment.

15.3 Such funds shall be remitted by the City to the 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.

15.4 If any controversy arises on account of such deductions and such deduction were erroneously authorized or approved by the Union, the Union will furnish, at no expense to the City, competent legal counsel of the City's choosing and the Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

15.5 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.

15.6 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 16 - WARRANTY OF AUTHORITY

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

ARTICLE 17 - SAVINGS CLAUSE

Should any valid federal or state law or final determination of any administrative agency or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall be made to conform to the law or determination, and otherwise this Agreement shall continue in full force and effect. It is agreed that, in the event of a provision that this Agreement is so judged to be invalid or unlawful, the City and the Union shall meet immediately and commence negotiations to modify and bring the invalidated provision into compliance.

ARTICLE 18 - FIDELITY BOND

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

ARTICLE 19 - INDEMNIFICATION FOR ORDINARY NEGLIGENCE

Except for instances of gross or wanton negligence or intentional or reckless misconduct by a bargaining unit employee, the city shall indemnify all the affected bargaining unit employee(s) from liability arising from accidents occurring while in performance of their official duties from claims brought by the public as well as other city employees.

ARTICLE 20 - INSURANCE

Section 26.1 A Health and Welfare Taft-Hartley Trust known as Teamsters Security Fund for Southern Nevada, Local 14 has been established by an agreement and Declaration of Trust dated October 1, 2014.

The Employer agrees to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund in the amount designated below for such benefits as determined by the Trustees. The current benefits ("Benefits") provided by the Fund per Trustee actions are comprehensive medical, dental, and vision benefits. Additional benefits include Employee Assistance (EAP) and Life Insurance. Employer agrees to make contributions and seek refunds of contributions to the Fund per the provision outlined in Appendix A of this Agreement.

The Employer monthly contributions to the Fund for the term of this Agreement are:

Effective Date	7/1/25	7/1/26	7/1/27
Employer	\$ 1,355.00	\$ 1,470.00	\$ 1,590.00

20.1 The City shall transmit monthly the premium amount to the insurance program designated in writing by the Union.

20.2 The open enrollment period for the Health and Welfare Insurance Plan will occur during the months of October and November each year.

20.3 The Union also agrees to accept all other City employees, officers, and elected officials into the Union's health insurance plan during the term of this Agreement for the same dollar amount as contributed on behalf of Union members, pursuant to the terms of this agreement.

ARTICLE 21 - COMPENSATION FOR SERVICE INCURRED ACCIDENT
OR ILLNESS

Since Nevada State Law prescribes all employees to be covered under worker's compensation benefits, payment for medical and surgical treatment as well as compensation for lost work time, return to work and other benefits associated with industrial injury or injury shall be as determined pursuant to applicable chapters of the Nevada Revised Statutes and the Nevada Administrative Code.

ARTICLE 22 - PENSION/ RETIREMENT

22.1 All employees covered by this Agreement shall participate in the Public Employees Retirement System of the State of Nevada in accordance with the rules of that system.

22.2 The City agrees to pay one hundred (100%) of contributions to Public Employees Retirement System ("PERS") as it changes from time-to-time.

22.3 The City shall comply with all provisions of NRS 286.421 for the purpose of payment of the employee's retirement contribution, but will not pay for the purchase of eligible service.

ARTICLE 23 - TIME RECORDS

23.1 The employee shall sign and submit to the employee's supervisor a time sheet or time card, as directed by the Employer City, indicating the exact hours worked daily. The City reserves the right to request additional information concerning the time sheet or time card, as it the City deems necessary.

23.2 The department director or designee shall verify the accuracy of each time sheet, or time card, and shall sign and submit it to the Payroll Office.

ARTICLE 24 - HOLIDAYS

24.1 The City shall observe the following holidays:

New Year's Day (January 1)
Martin Luther King, Jr. Birthday (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Juneteenth Day (June 19)
Independence Day (July 4)
Labor Day (1st Monday in September)
Nevada Day (Last Friday in October)
Veterans Day (November 11)
Thanksgiving Day (4th Thursday in November)
Family Day (Day after Thanksgiving)
Christmas Eve (December 24)
Christmas Day (December 25)

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. If any of the above holidays falls on an employee's scheduled day off, the employee will receive holiday pay at their regular pay rate and for hours equal to their normally scheduled shift, excluding any pay premiums.

ARTICLE 25 - ANNUAL LEAVE

25.1 Each employee is entitled to paid annual leave.

25.2 Employee will accrue annual leave as specified below:

Forty-hour Schedules		
Years of Service Thresholds	Hours per Pay Period	Annual Hours
Date of hire through 1st year	1.538	40
More than 1 through 5 years	4.615	120
More than 6 through 14 years	6.154	160
15th year and beyond	7.692	200

25.3 Annual leave shall accrue each pay period, provided that the employee received at least sixty (60) paid hours that pay period.

25.4 Annual leave may be accumulated up to a maximum of two hundred forty (240) hours on the employee's service date. The City will continue its present practice of notification to employees when their annual leave accrual balance exceeds two hundred forty (240) hours.

An employee may sell back accrued leave in excess of two hundred forty (240) hours on their service date if, during the preceding twelve (12) months, the employee, after reasonably timely request(s) to do so, took a minimum of forty (40) hours annual leave as time off.

Annual leave payout will be consistent with the City of Mesquite Personnel Policies Manual.

25.5 Annual leave must be scheduled in advance, whenever possible, and will be scheduled by the City to minimize interference with normal operations. Leave requests shall be acted upon in a timely manner and shall not be unnecessarily delayed. Except for previously scheduled preventive examinations, annual leave shall not be used for disability leave purposes unless all disability leave is exhausted. Annual leave scheduled and approved in advance will be considered time worked for the purpose of calculating overtime. Approved in advance is defined as approval from the employee's supervisor/manager prior to the end of the previous days shift.

25.6 Annual leave shall be paid at the employee's regular rate of pay in effect on the shift immediately preceding the day the leave commences.

An employee shall accumulate paid annual leave on a pay period basis. Upon separation from employment with the City, employees with more than one (1) year of service and who voluntarily resign or are terminated for reasons other than with cause, and upon termination of their employment shall be paid for all accumulated leave time not previously taken. Probationary employees are not entitled to payment for leave upon separation.

25.7 LEAVE REQUEST RESCINDED

Except in the case of emergency as determined in the City's sole and absolute discretion, 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 of 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 nonrefundable 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.

ARTICLE 26 - ADMINISTRATIVE LEAVE

26.1 Each employee is entitled to earn forty (40) hours of administrative leave every six (6) months on the first day of January and the first day of July. The hours may be used at the complete discretion of the employee, but must be used by December 31st of each year. The hours will be lost if not used by December 31st of each year.

ARTICLE 27 - BEREAVEMENT LEAVE

27.1 Full-time employees will be granted three (3) working days off with pay in the event of a death in an employee's immediate family. Immediate family shall mean a person listed on the City of Mesquite Consanguinity/Affinity Chart attached hereto as Appendix B. The three (3) shifts may not be consecutive due to an extended time for the actual funeral service and the third shift will not be later than twenty-one (21) days after the death of the immediate family member without approval from the City Manager.

27.2 In compelling circumstances, such as distance between the City and site of the funeral, the employee may be granted up to five (5) days of paid bereavement leave.

ARTICLE 28 - MILITARY LEAVE

28.1 Military leave shall be granted as follows: 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 all rights to which they are entitled under the provisions of this Agreement and state and federal laws provided that during a period of military leave in excess of thirty (30) days, annual leave or disability leave credit shall not accumulate according to applicable laws.
- C. Reinstatement after the completion of military service. The employee will be restored to their former position or an equivalent position in accordance with Title 38 or the U.S. Code Annotated or any other state or federal law relating to Veterans re-employment rights 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 the returning an employee to their 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 Nevada National Guard, upon request to serve under orders for training duty shall be relieved from their duties, upon request, to serve under orders for training duty without loss of pay for a period not to exceed fifteen (15) consecutive working days for 40-hour employees in any one (1) calendar year. The employee shall file with the City, a copy of such orders which includes the date said duty is to commence and the date the duty is to cease. The employee shall receive regular compensation in addition to their military pay. It is understood that this provision is in accordance with NRS 281.145. 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 which includes the date said duty is to commence and the date duty is to cease.

ARTICLE 29 - LEAVE OF ABSENCE

29.1 FAMILY AND MEDICAL LEAVE

Family and medical leaves of absence with and without pay shall be granted to eligible classified employees in compliance with the provisions of the Family Medical Leave Act of 1993.

29.2 LEAVES OF ABSENCE WITHOUT PAY

The City may grant leaves of absence without pay for up to six (6) months only for exceptional circumstances and conditions, such as education or prolonged illness, when the appropriate authority determines the granting of such leave is consistent with the good of the City service. Such leaves may be extended for an additional period of up to six (6) months. Such leaves of absence are granted at the discretion of the City. Leaves of absence without pay may be granted when the work of the department will not be impeded by the employee's absence. Disputes arising from this Article are not subject to Grievance and Arbitration Procedure.

ARTICLE 30 - COURT LEAVE

30.1 A leave of absence with pay shall be granted to any employee for the time required in service:

Jury Duty: 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. Those Communication Dispatcher on a shift starting at 7:00 PM the day prior to reporting for jury duty will be released with pay for that shift.

- A. In court proceedings when the employee or the employee's spouse or child is a victim of a crime against the person (this is voluntary at the employee's option);
- B. Under subpoena to testify in court or to be deposed as a direct result of performance of the employee's duties with the City of Mesquite. This leave will be at the employee's regular rate for the lost regular hours for the duration of such duty. The employee will sign over to the City any monies paid to employee for jury duty or witness fees. The employee will retain any mileage reimbursement(s).

30.2 Employees involved in other civil, administrative or criminal proceedings may utilize accrued annual leave to attend any meeting, hearings or proceedings required such proceedings or other meetings related thereto.

ARTICLE 31 - SICK LEAVE

31.1 Sick leave shall accrue at the rate of four (4) hours per bi-weekly pay period. 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.

31.2 In the event of a leave pursuant to Family Medical Leave, referring to the Family Medical Leave Act of 1993, as amended, an employee's sick leave balance will be charged against any family leave time, in accordance with the Family Medical Leave Act Policy of the City, as contained in the Mesquite Personnel Policies Manual.

31.3 In the event of the death of an employee, one hundred percent (100%) of the employee's unused sick leave shall be paid to the employee's beneficiaries.

31.4 Sick Leave will accrue to a maximum of seven hundred fifty (750) hours as of December 31 each calendar year so long as this is the uniform maximum accrual for all negotiating groups in the City. It is agreed that if any other negotiating group is allowed to accrue a larger number of hours, this Agreement will be revised to the same number of maximum accrual hours as the other group. The revision will be retroactive to the date of this Agreement. Any hours above 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%).

31.5 Sick leave may be used by an employee who is:

- A. Incapacitated from the performance of his/her duties by illness or injury; or
- B. Whose attendance is prevented by public health requirements; or
- C. Who is required to absent himself/herself from work to personally care for a member of his/her family as outlined in Appendix B, The City's Consanguinity/Affinity Chart, during family emergencies that require the employee's prompt attention, and for doctor and/or dentist appointments for themselves and immediate family as defined in Appendix B. The City may, at its discretion, require an employee to submit documentation of medical appointments in the event of excessive absences for medical reasons.
- D. Sick leave scheduled and approved in advanced will be considered time worked for the purpose of calculating overtime. Approved in advance is defined as approval from the employee's supervisor/manager prior to the end of the previous days shift

31.6 With the exception of such sick leave depletion, annual leave shall not be used in place of sick leave except as previously approved.

31.7 When using sick leave, an employee who does not become ill on the job will give as much advance notice of absence as possible and unless precluded by an emergency at

least one (1) hour before the beginning of his/her regular shift.

31.8 Any full-time employee who has exhausted his accumulated sick leave may utilize accrued annual leave. Should an employee exhaust both his/her accumulated sick leave and accumulated annual leave, he/she may be granted leave without pay in accordance with applicable laws.

31.9 Employees covered by this Agreement shall be subject to the following requirements for payment of such leave:

- A. The department director or designee may require that an employee submit a certificate signed by a physician in the event of excessive use of sick leave. "Excessive" shall mean in excess of six (6) incidents of personal sick leave in a twelve (12) month period. Use of sick leave for a funeral, a family illness or a scheduled medical or dental appointment shall not constitute a personal incident of sick leave.
- B. Employees shall report to work if recovery of illness is made during normal work hours. Pursuit of any outside gainful employment, personal business, recreation, travel for recreation or non-sick leave purposes, or other such activity when an employee is on such leave is considered evidence of abuse of sick leave unless approved in advance, by the department director or designee.

31.10 Upon separation from employment with the City, employees with more than five (5) years of continuous full-time City service, who voluntarily resign or are terminated for reasons other than with cause, any reason including disciplinary termination, will be paid for accrued sick leave at their base hourly rate at the time of separation as follows:

Years of Service	Percentage of 750 Hours Paid
Less than 5 years	Not Eligible
5 – 9	Fifty Percent (50%)
10 - 14	Sixty-two- and one-half Percent (62.5%)
15 – 19	Seventy-five Percent (75%)
20+	One Hundred Percent (100%)

31.11 Employees found guilty of excessive or misuse of sick leave shall be subject to disciplinary action.

31.12 Employees with one or more years of full-time service who use no more than the sick leave outlined below during the fiscal year shall receive bonus hours credited to their vacation accrual balance in July annually on the following schedule:

Days of Sick Leave Used	Bonus Hours Awarded
Zero (0) to One (1) day	Eight (8) Hours
One point one (1.1) to two (2) Days	Four (4) Hours

ARTICLE 32 - SHIFT ARRANGEMENTS

32.1 HOURS AND WORKWEEK

The standard workweek is forty (40) hours or the individual's designated work week. Specific schedules of days and hours of work are determined in accordance with business needs within individual divisions or work units. However, most employees will work ten (10) hour days, where possible, based upon a particular job, from 7:00 AM to 5:30 PM with a one-half (1/2) hour lunch period. The normal work week for such employees shall be either Monday through Thursday or Tuesday through Friday, as specified in the sole and absolute discretion of the City. The City reserves the sole and exclusive right to modify work schedules as business needs dictate

Whenever deviations from regular shift hours are necessary, a supervisor shall provide employees with as much advance notification prior to such deviation as possible in the circumstances. Sufficient advance notification is deemed to be a minimum of seventy-two (72) hours. Such advance notification shall not be required for emergency work.

32.2 OVERTIME

M-1 and M-2 Class employees are exempt from overtime pursuant to FLSA Guidelines.

32.3 STAND-BY

Employees required to standby on scheduled days off or holidays shall be compensated with two-dollars (\$2.00) per hour for each hour of stand-by. Employees on standby shall keep their supervisors and necessary emergency personnel notified of their location for emergency calls and must remain fit for duty.

A. Employees on standby who are called to report for work shall be paid at least two (2) hours of double time at their regular rate of pay in addition to standby pay, except for occurrences where the Call Out/Call Back Overtime overlaps with the start of their regular shift. Employees working Call Back/Call Out Overtime that overlaps with the start of their regular shift, shall receive double time up until the beginning of their shift, at which time double time shall cease because employees may not pyramid this double time with their regular hourly pay. Should the two (2) hours at double-time overlap with the start of their regular shift, the employee shall be paid as follows:

- a. the appropriate Call Out/Call Back code for the time before the shift begins,
- b. regular base wage hourly pay begins when the regular shift commences, and
- c. a non-PERS eligible straight time pay code after the start of their shift to satisfy the two (2) hour minimum.

B. When employees who are on stand-by are called out on holidays or days off, and the call-out work continues over ten (10) hours in one twenty-four (24) hour block of time, the employee may withdraw from any further work, due to exhaustion or fatigue, for a minimum of six (6) hours until the employee is to return to call-out availability. The employee's supervisor shall arrange for relief workers if needed.

C. While on Stand-by any operational issue that is resolved through the use of an electronic device (ex. cellphone or laptop) shall be paid at a minimum of one (1) hour at time and one-half (1.5) rate of pay. Such calls are not compensable if the inquiry is incidental in nature and not directly related to on-going operations. An example of "incidental in nature" would be the location of a set of keys or tools. Should the employee receive a second call within the same hour, it would not be compensable. Should the employee receive another call more than an hour after the initial call, they would be entitled to an additional hour of compensation at time and one-half (1.5) rate of pay.

D. When an employee on standby is required to report to work on a holiday to transfer equipment that employee will be entitled to one (1) hour of holiday pay (one (1) hour at double time).

ARTICLE 33 - LUNCH AND BREAK PERIODS

33.1 The normal shift schedule for employees shall include an unpaid lunch period of one-half (1/2) hour to one (1) hour, depending upon the needs of the department involved.

A. Employees in Dispatch shall be entitled to a one-half (1/2) hour paid lunch period. With supervisor approval, a dispatcher that is unable to take their lunch will be compensated with one half (1/2) hour of pay.

33.2 Employees shall receive two (2) fifteen-minute paid break periods each day; one (1) break period before the lunch period and one (1) break period after the lunch period. Specific break periods may be scheduled by an employee's supervisor to ensure that work needs are met and several employees may take breaks at the same time as long as it does not disrupt service to the public. Break periods will not be scheduled within one (1) hour of starting time, lunch breaks, or quitting time. Employees not at their primary job site are expected to use their best judgment in meeting work requirements and taking breaks consistent with the intent of this provision.

ARTICLE 34 - WAGES, CLASSIFICATIONS & RATES OF PAY

34.1 DETERMINING CLASSIFICATIONS/RATES OF PAY

Newly created job classifications in the bargaining unit and any changes to the job classifications as set forth in Appendix A, are subject to discussion with the Union prior to implementation. The City shall notify the Union, in writing, of any proposed new or modified job classifications. The Parties shall meet promptly, but no later than ten (10) working days following notification if the position is vacant, or thirty (30) days if it is not vacant, before any City action is taken.

The City shall have the exclusive right to determine the duties, responsibilities, qualifications and description of new or revised job classifications.

Wage rates for newly created job classification and for changed classifications shall be comparable, based upon job duties and responsibilities with the wage assignments contained in this Agreement. Disputes under this provision are subject to Grievance and Arbitration Procedures.

34.2 RECLASSIFICATION REQUESTS

Employees may request a reclassification study if they reasonably believe their duties and/or responsibilities of their position have changed significantly. Such request shall be submitted in writing to the Human Resources Department.

If the request is deemed appropriate by the Human Resources Department, that Department shall conduct a job audit of the position and shall respond in writing as to its estimate of when the audit can be completed.

The employee and the Union shall be provided with a written decision upon completion of the audit which shall include the reasons for the City's decision.

If a position is reclassified, the effective date of the reclassification is upon approval of the City Manager.

34.3 PAY ADMINISTRATION

Except in circumstances specifically indicated otherwise in (a) through (f) below, no regular employee will be paid below the entry rate for a position nor shall any wage rate exceed the merit maximum for the position.

- A. Promotion. Employees who are promoted to a new job classification in a higher salary range shall receive a promotional increase of to the Step that provides a minimum of a five percent (5%) increase or to the entry level of the new range, whichever is greater. If the new Grade is not sufficient to permit a five percent (5%) increase, the employee will be paid at the topped-out wage of the new range.

- B. Transfer. When an employee transfers to a different position, whether the same or a different title/classification, but in the same salary range, the employee shall retain the same rate of pay.
- C. Reinstatement. When an employee is reinstated to a position upon return from a layoff (recall) or an extended leave of absence, the salary rate shall be established as the same rate the employee was earning immediately prior to the layoff/leave of absence, subject to any economic adjustment. If the employee is reinstated to a position in a lower grade/range than previously held, the employee will be paid the rate of pay in effect for the newly reinstated position at the beginning range of the grade. However, if the employee is reinstated to a different position in the department, he/she was employed in prior to the layoff or extended leave of absence, the salary rate shall be established as the same rate the employee was earning immediately prior to the layoff/leave of absence, subject to any economic adjustment.
- D. Demotion. If an employee is demoted, whether voluntarily or involuntarily (including the avoidance of a layoff), the employee will be paid the rate of pay in effect for the newly demoted position at the beginning of the grade.

If an employee is returned, or demoted, to a former or comparable job classification after or during the qualifying period following a promotion, the employee shall be paid the rate of pay in effect immediately prior to the promotion, including any economic adjustments.

- E. Reclassification. In the event that a position with an incumbent is reclassified to a different salary range, the following applies:
 - a. If the reclassification results in a higher salary range, the incumbent is not given a salary adjustment at the time of the reclassification unless the employee's salary is lower than the new entry level for the position, in which case the employee's salary is adjusted to the entry level.
 - b. If the reclassification results in a lower salary range and the employee's salary is higher than the merit maximum of the new range, the employee's salary will remain at the current level until exceeded by the merit maximum.
 - c. In either of the above instances, the employee's previously established merit review cycle remains unchanged.
- F. Leave Payouts. Yearly annual and sick leave payouts will be included in the first (1st) check in November each year.
- G. Longevity Payment. Employees will receive their annual longevity payment in the first (1st) check in November each year. Employees who have reached their

anniversary date in a calendar year, and end their employment with the City during that calendar, will receive their longevity payment in their final check.

34.4 WORK OUT OF CLASS

When an employee is assigned for a full day, on a temporary basis, to a higher classification, the pay increment will be five percent (5%), except for positions responsible for supervision.

Pay increments are for assignments consistent with minimum performance requirements and are paid as follows:

- A. The pay increment will be applicable at the beginning of each full day worked in the higher classification. Should an employee work overtime during the assigned period, such overtime shall be paid at the temporary assignment rate only if the work being performed is applicable to the higher classification. Previously scheduled appointment or emergencies requiring leave or less than two (2) hours duration will not cause the loss of the 'full day' status.
- B. If a holiday falls during the assignment, the employee will receive holiday pay at the higher rate if the employee works in the higher classification both the last working day before and the first working day after the holiday.
- C. When an assignment is made, the supervisor will confirm such an assignment to the employee in writing 'for the record.' In no event will the City reschedule employees under this provision solely to avoid the payment of the premium provided herein.

34.5 SALARY/WAGES

The City and Union agree to the wage schedules included in this Agreement as Exhibit D. The movement within these schedules is defined in Exhibit D.

- Effective July 1, 2025 the first step of the wage scale will be eliminated. An employee will be moved into the same step in the new scales (ex: an employee at the former step 1 will be placed in the new step 1 after the scale adjustment). Employees currently at step 11, the previous top-out level, will be moved to the new step 10 (top-out employees will receive a 2.6% Cost of Living Adjustment increase).

Effective the first pay period that includes July 1, 2025, and on July 1st of each year of the CBA, there will be an adjustment to the wage scales and shall be based upon the CPI (as set forth in Section 3 of this article) with a minimum increase of two percent (2.00%) and a maximum increase of three and a half percent (3.50%) except as follows: 1) if the percentage increase in the CPI is equal to or greater than five percent (5%) then the salary schedules shall be increased by four and one-half percent (4.5%); or 2) if the percentage increase in the CPI is equal to or less than zero percent (0%), then the salary schedules

shall be increase by one percent (1%).

The CPI used will be the percentage change in the "Annual" rate from the most recent preceding full calendar year minus the "Annual" rate from the previous preceding full calendar year as reflected in the All Items in West-Size Class B/C, all Urban Consumers, Not Seasonally Adjusted (Series ID CUURN400SAO) which is currently published by the Federal Bureau of Labor Statistics at <https://data.bls.gov/timeseries/CUURN400SA0>. (Example calculation in Exhibit __)

34.6 SHIFT DIFFERENTIALS

Those employees whose 51% of the hours regularly worked falls after 2:00 p.m. shall receive a four percent (4%) swing shift differential added to their base pay. Those employees whose 51% of the hours regularly worked fall after 5:00 p.m. shall receive a six percent (6%) night shift differential added to their base pay.

- A. Shift differential pay is temporary monetary compensation paid to the Bargaining Unit personnel assigned to the shifts indicated above. Shift differential shall continue to be paid during vacation leave, sick leave, other paid leaves, and while temporarily assigned to another shift.

34.7 TERMINAL AGENCY COORDINATOR AND ASSISTANT TERMINAL AGENCY COORDINATOR

An employee assigned to the special assignment of Terminal Agency Coordinator (TAC) will receive an additional five percent (5%) in addition to their regular hourly rate.

An employee assigned to the special assignment of Assistant Terminal Agency Coordinator (ATAC) will receive an additional three percent (3%) in addition to their regular hourly rate.

34.8 DISPATCH ALONE TIME

When a dispatcher is working by themselves for a four (4) hour time period the dispatcher shall be compensated with one (1) hour of overtime. For every additional two (2) full hours of alone time the dispatcher shall be compensated with an additional one-half (.5) hours of overtime.

ARTICLE 35 - PAYDAY

35.1 Payday shall be bi-weekly except for circumstances beyond the control of the City.

35.2 Employees shall be paid prior to the end of their assigned shift, no later than the first Thursday following the closing of the pay period.

ARTICLE 36 - SERVICE RECOGNITION /LONGEVITY

Employees hired by the City before the Ratification Date of this Agreement by the Parties 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 pay date in December as follows:

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

10 - 19 years of service, an employee will receive \$125.00 for each year of service.

20 - over years of service an employee will receive \$150.00 for each year of service.,

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

City Funeral Plot Benefit

- Any employee that completes 20 years of employment with the City shall be eligible for a 50% reduction in the total cost of a basic plot, to be utilized for the employee, at the City Cemetery.
- Any employee that completes 25 years of employment with the City shall be eligible for a 75% reduction in the total cost of a basic plot, to be utilized for the employee, at the City Cemetery.
- Any employee that completes 30 years of employment with the City shall be eligible for the City to cover 100% of the total cost of a basic plot, to be utilized for the employee, at the City Cemetery.

ARTICLE 37 -MEAL POLICY

The City will provide meals for employees working during an emergency if the employees are unable to leave the job site due to the emergency.

ARTICLE 38 - NON-DISCRIMINATION

The City and Union will comply with all applicable federal and state laws and executive orders pertaining to non-discrimination and equal employment opportunities.

ARTICLE 39 - OUTSIDE EMPLOYMENT

39.1 All employees covered by the Agreement and wishing to work another job in conjunction with the employee's current position with the City must receive prior written approval from the Department Director.

39.2 All requests for and performance of outside employment shall conform to the requirements of City Policy 3.19.

ARTICLE 40 - RESIDENCY REQUIREMENT

40.1 Should the City wish to re-establish a residency requirement; the City agrees to meet with the Union for the purpose of negotiating the residency parameters.

ARTICLE 41 - EDUCATIONAL ASSISTANCE

41.1 Educational assistance to employees in the bargaining unit will be that set forth in Section 5.14 of the Mesquite Personnel Policies.

41.2 The City shall pay all applicable certification fees or expenses required to perform the job. This includes CDL license and renewal, as well as medical exams.

41.3 Educational Incentive: 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 receive an Educational Incentive on a monthly basis following the attainment of the degree(s) as follows:

- Associates: \$50.00
- Bachelors: \$75.00
- Masters: \$100.00

A Masters degree incentive requires approval and authorization from the City Manager or his designee.

Employees must provide documentation of their degree to the Human Resources Department and the monthly stipend will be paid in the month following receiving such degree.

ARTICLE 42 - SOLE AND ENTIRE AGREEMENT

42.1 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 Letters of Understanding attached to this Agreement or such additional Letters as the Parties may sign.

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

ARTICLE 43 - DURATION OF AGREEMENT

43.1 This Agreement shall have a term dating from July 1, 2025 through June 30, 2028. The term "Effective Date" of this Agreement shall be the date of approval by the Mesquite City Council.

43.2 In the event either Party desires to open negotiations concerning a subject beyond the term of this Agreement, written notice of such desire shall be given on or before February 1, 2028.

43.3 Either party may submit a request to reopen the wage article, specifically Article 34 Section 5, to renegotiate the wage increase for the fiscal year beginning July 1, 2027. Notice must be given no later than January 31, 2027.

43.4 In the event the Parties cannot negotiate a new Agreement to be effective retroactive to July 1, 2028, it is agreed that the Parties shall comply with statutory impasse procedures.

43.5 Each party reserves its rights established by Chapter 288 of the Nevada Revised Statutes, as amended.

The City agrees that it will not layoff, nor threaten employees of layoff, any employees covered under the CBAs during the term of this Agreement. In the event the City suffers unforeseen decreases in revenue or mandatory increases in City services, the City will request meetings with the Union to discuss and negotiate the economic situation. However, the City retains the ultimate decision regarding layoffs if the City and Union are unable to negotiate concessions to avoid layoffs. The City reserves sole right to determine appropriate employment level based on workload and to determine whether to fill positions that may become vacant due to natural attrition.

This Agreement, dated this 26 day of August, 2025 shall be effective from July 1, 2025 to June 30, 2028.

CITY OF MESQUITE, NEVADA

By: [Signature] Dated 7-2-25,
Mayor

ATTEST:

By: Julie Goodsell Dated 9.2.25,
City Clerk



APPROVED AS TO FORM:

By: William H. Miller Dated 8/27/25
City Attorney (Interim)

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

By: [Signature] Dated 10 Sept 2025
Jason Gateley, Secretary-Treasurer