

Collective Bargaining Agreement
Between

Alamo Sewer and Water General Improvement District

And

General Sales Drivers, Delivery Drivers & Helpers, and Representing the Public Sector

Teamsters Local Union No. 14

July 1, 2023 – June 30, 2026

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PREAMBLE

WHEREAS, the General Sales Drivers, Delivery Drivers and Helpers and representing the Public Sector, Teamsters Union Local No. 14, affiliated with the International Brotherhood of Teamsters, was formed under and by virtue of Chapter 288 of the Nevada Revised Statutes, and

WHEREAS, the Alamo Sewer and Water Board of Trustees has recognized the General Sales Drivers, Delivery Drivers and Helpers and representing the Public Sector, Teamsters Union Local No. 14 as the bargaining agent under Chapter 288 of the Nevada Revised Statutes, and

WHEREAS matters relating to certain wages, benefits, and working conditions have been fully discussed and ratified by members of the General Sales Drivers, Delivery Drivers and Helpers and representing the Public Sector, Teamsters Union Local No. 14 and the Board of Trustees of Alamo Sewer and Water.

NOW, THEREFORE, it is agreed by and between the **BOARD OF TRUSTEES OF ALAMO SEWER AND WATER** and the **GENERAL SALES DRIVERS, DELIVERY DRIVERS AND HELPERS AND REPRESENTING THE PUBLIC SECTOR, TEAMSTERS UNION LOCAL NO. 14** and those who are not members thereof, but are eligible for membership and are in the employ of Alamo Sewer and Water, shall receive monetary compensation for their services as hereinafter set forth and shall receive benefits from such employment as also hereinafter set forth.

ARTICLE 1 – RECOGNITION

Section 1: Pursuant to an in conjunction with the provisions of the Local Government Employee Management Relations Act (NRS288), Alamo Sewer and Water (Employer) recognizes Teamsters Local No. 14 (Union) as the exclusive bargaining representative of those employees in the bargaining unit which is made up of the following classifications:

Classifications in the bargaining unit:

General Manager
Operator
Office Manager

For the purposes of this Agreement, the term Employee shall mean all full-time employees in the above classifications and any positions added during the term of the agreement.

For purposes of this Agreement, the full-time employee shall mean an employee regularly scheduled to work thirty (30) hours or more per week. A full-time employee shall be paid on an salary basis.

All new employees are subject to a 6-month probationary period. Probationary employees may be discharged "at will." Only regular, non-probationary employees may grieve their discharge or discipline on the grounds they were discharged or disciplined without just cause.

New Classifications: All new classifications included within this Bargaining Unit shall be determined by the Employer.

- A. The EMPLOYER shall submit written notice of the intent to establish a new classification.
- B. Wage rates for new classifications shall be subject to bargaining between the EMPLOYER and the UNION.

If an agreement on wages is not reached within ten (10) working days following the Union's receipt of written notice of the Employers intent to establish a new classification, the Employer may implement its proposed wage rate subject to the Union's rights under Article 30 of this Agreement.

ARTICLE 2 – PROHIBITIVE PRACTICE

Section 1: Both parties agree not to:

- A. Interfere, restrain, or coerce any employee covered by this Agreement in the exercise of any right guaranteed under Chapter 288, Nevada Revised Statutes.
- B. Dominate, interfere, or assist in the formation or administration of the Union.
- C. Discharge or otherwise discriminate against any employee because she/he has signed or filed an affidavit, petition, or complaint, or given any information or testimony in Chapter 288, or because she/he has formed, joined, or chosen to be represented by employee organization.

ARTICLE 3 – UNION DUES, REPRESENTATION AND MEMBERSHIP

Section 1: Union Dues and Initiation Fees

The Employer agrees to deduct union dues and initiation fees from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card for the amount certified, in writing, to the Employer by the Union at the current rate of membership dues.

The Employer will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

Section 2: Fund Remittance

Such funds shall be remitted by the Employer 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.

Section 3: Deduction Controversy

Should any controversy arise regarding deductions, the Union will hold the Employer harmless from any and all claims demands, suits, and all other forms of liability which shall arise out of or be reason of action taken by the Employer at the request of the Union under the provisions of this Article.

Section 4: The Union's Secretary-Treasurer and/or Business Agent and/or Shop Steward may enter the premises of the Employer during any shift to investigate working conditions of unit employees, to assist in the settlement of grievances arising under this Agreement, and to post notices regarding Union activities provided they notify the Employer's designated representative of their presence.

Section 5: The Employer and the Union will work collaboratively to ensure new hires receive a comprehensive explanation of their employee benefits provided by the Teamsters' Security Fund of Southern Nevada and the Employer.

Section 6: It is agreed that the Union representative(s) shall not interfere with the efficient operation of the Employer.

Section 7: The Employer agrees to allow one (1) employee representative to sit at the bargaining table for the purpose of negotiations without loss of pay or deduction from the employee's leave time.

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 8: With reliance on the Nevada Supreme Court Opinion issued in the case of Cone v. Nevada Service Employees Int'l Union/SEIU Local 1007, 116 Nevada Adv.Op. No. 54 (May 4, 2000), Teamsters Local 14 recognizes its responsibility as the bargaining agent and agrees to fairly represent all employees covered by this contract and in this bargaining unit. The Employer acknowledges that Teamsters Local 14 has the ability to charge non-members working under this contract, a reasonable service fee for representation in appeals, grievances and hearings.

ARTICLE 4 – MANAGEMENT RIGHTS

Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the Employer without negotiations include:

- A. The right to hire, direct, assign or transfer an employee but excluding the right to assign or transfer an employee as a form of discipline.
- B. The right to reduce in force or lay off any employee because of lack of work or lack of money.
- C. The right to determine:
 - 1. Appropriate staffing levels and work performance standards, except for safety considerations;
 - 2. The content of the work day, including without limitation work load factors, except for safety considerations;
 - 3. The quality and quantity of services to be offered to the public; and
 - 4. The means and methods of offering those services.
- D. Safety of the public.

ARTICLE 5 – STRIKES AND LOCKOUTS

Section 1: There shall be no lockouts by the Employer, or strikes or suspension of work, slow-downs, or sick-outs, excluding bona fide illness, by the Union or by the employees. This Agreement is a guaranty by the parties that for its duration there will be no lockouts, strikes, suspension of work, slow-downs, or sick-outs and that all complaints, grievances or disputes arising out of the interpretation or application of this Agreement will be settled pursuant to the grievance process as outlined in Article 21 of the Agreement.

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 6 – ACKNOWLEDGEMENT OF CORRESPONDENCE

Section 1: The Employer and the Union each agree to acknowledge, in writing, within fifteen (15) days (exclusive of Saturdays, Sundays and legal holidays), all written correspondence from

either party to the other party. All correspondence to the Board of Trustees shall be addressed to the Chairperson of the Board. All correspondence can be sent to the Office Manager.

All correspondence to the Union shall be addressed to the Secretary-Treasurer of the Union.

ARTICLE 7 – SENIORITY

Section 1: Seniority is the continuous service, not broken by dismissal or resignation without reinstatement, commencing from the date of hire as a regular full-time employee. It is understood between the Board and the UNION that this is not intended to detract from those matters which are clearly a management right.

ARTICLE 8 – WORK HOURS

Section 1: Hours of Work

The District shall have the ability to adjust its hours of operation and start times as necessary and may include:

For full-time employees at 40 hours per week: either (A) five (5) days at eight (8) hours each or (B) four (4) days at ten (10) hours each.

For full-time employees at 30 hours per week: either (A) five (5) days at six (6) hours each or (B) four (4) days at seven and a half (7.5) hours each.

For any schedules other than those listed the District will notify the Union at least fourteen (14) days in advance and be willing to meet and discuss the proposed changes.

- A. Except during emergency situations, all employees shall be permitted to take one (1) fifteen (15) minute rest period in the morning and in the afternoon.
- B. Rest periods will not fall within one (1) hour of starting time, lunch period or quitting time.
- C. Specific rest periods may be scheduled by the supervisor to ensure the most efficient application of personnel and equipment.
- D. All vacation, holiday, and sick leave for full-time employees shall be compensated accordingly, up to, but not exceeding, compensation equivalent to forty (40) hours in a calendar week.

ARTICLE 9 – ANNUAL LEAVE

Section 1: Each employee, after their one (1) year anniversary, shall be entitled to use annual leave.

Annual leave will accrue yearly in the following manner:

Anniversary	40 hours/week employee	30 hours/week employee
1 st and 2 nd	40 hours	30 hours
3 rd and 4 th	80 hours	60 hours
5 th and subsequent	120 hours	90 hours

Section 2: Accumulation

No employee shall be entitled to roll-over any unused annual leave.

All annual leaves shall be taken for and at such time as approved by the employee’s supervisor.

Section 3: Death

If any employee should die while in the service of the Employer, and was entitled to accumulated annual leave time under these provisions, the heirs of such person who are given priority to succeed to his/her assets under the laws of interstate succession of this State, or the Executor or Administrator of his/her estate, upon submitting satisfactory proof to the Employer of his/her entitlement, shall be paid an amount of money equal to the number of days earned or accrued annual leave time, multiplied by the daily salary or wages of said deceased employee.

Section 4: Termination

A person about to terminate their employment, who has earned annual leave time prior to the effective date of his/her termination of employment, may take such annual leave time prior to termination or, at his/her option, and be paid for such earned annual leave time.

ARTICLE 10 – SICK AND OTHER LEAVE

Section 1: Each employee, after their one (1) year anniversary, shall be entitled to use sick leave.

Sick leave will accrue yearly in the following manner:

Anniversary	40 hours/week employee	30 hours/week employee
1 st and 2 nd	40 hours	30 hours
3 rd and 4 th	80 hours	60 hours

5 th and subsequent	120 hours	90 hours
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Sick leave can accumulate from year to year up to a maximum of thirty (30) days.

No sick leave benefits will be paid upon termination of employment.

Section 2: Personal Leave of Absence

In the discretion of the Employer, any employee may be granted a leave of absence without pay, not to exceed a period of thirty (30) days, unless an extension is requested to the Board of Trustees by the employee. Insurance coverage of the employee will remain the same. Annual leave and sick leave will not accrue while any employee is on leave of absence. Approval of any extension of the leave period may be granted at the sole discretion of the Board of Trustees. The employee will be responsible for paying his/her insurance premium during any approved Personal Leave of Absence or extension.

Section 3: Family and Medical Leave Act:

Family and medical leave for employees shall be governed by the provisions of the Federal Family and Medical Leave Act (FMLA), as may be amended from time to time. Nothing in this section is intended to extend the employee's rights or benefits not extended in this law. Where there is a conflict between this section and the FMLA, the FMLA governs.

ARTICLE 11 - MILITARY LEAVE

Section 1: When an employee enters the Armed Forces of the United States, whether by enlistment or by selective service, the Employer shall comply with federal and state provisions provided at United States Code Chapters 43, Part III, Title 38 Uniformed Services Employment and Reemployment Act (USERRA) and NRS 281.145 leave of absence for military duty.

ARTICLE 12 - JURY DUTY

Section 1: Jury leave shall be granted for full-time employees called to serve on jury duty. Employees shall receive their regular pay and will forward any compensation received from the court to the Employer. Reimbursements received for out-of-pocket expenses such as meals, mileage and lodging may be kept by the employee.

ARTICLE 13 – JOB CONNECTED INJURIES

Each employee covered by this Agreement who is injured in the line of duty will receive full salary for the period herein provided. The Employer will supplement the amount paid by the

workers' compensation insurance provider to keep the injured employee at full salary. The difference between the amount paid by the workers' compensation insurance provider to keep the employee at full salary will be paid by the Employer at the rate of one-third of a day for each day the employee is on an approved work related injury which prevents the employee from returning to work for up to twelve (12) months from the date of the work related injury. This salary compensation shall begin the first day the employee is not physically working. This salary compensation by the Employer terminates when the workers' compensation insurance provider releases the employee to return to work or twelve (12) months after the date of injury, whichever may occur first. Upon expiration of the twelve (12) months' salary compensation, an employee who is still incapacitated due to in-service injury shall be entitled to draw his/her full wages against sick or annual leave accrued to his/her benefit so long as the individual remains employed by the Employer.

ARTICLE 14 – HOLIDAYS

Section 1: All employees shall be entitled to all holidays designated in Chapter 236 of the Nevada Revised Statutes with pay.

Section 2: The following shall be considered legal holidays with pay:

New Year's Day	January 1 st
Martin Luther King, Jr., Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth Day	June 19 th
Fourth of July	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Nevada Day	Last Friday in October
Veterans Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day (Family Day)	Fourth Friday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Years Eve	December 31 st

Any other days designated by the President of the United States or Governor of the State of Nevada as holiday.

Section 3: Holidays falling on Sunday will be observed the following Monday. Holidays falling on Saturday will be observed on the preceding Friday.

ARTICLE 15 – INSURANCE

Section 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 Trust and Declaration of Trust and make payments to the Fund in the amount designated below for Health and Welfare, Dental & Vision, Life Insurance and EAP coverage:

A. Beginning July 1, 2023 the total monthly premiums due to the Trust will be as follows:

	July 1, 2023	July 1, 2024	July 1, 2025
Employer Contribution	\$ 770.00	\$ 820.00	\$ 870.00
Employee Contribution	\$ 180.00	\$ 180.00	\$ 180.00
Total Contribution	\$ 950.00	\$ 1,000.00	\$ 1,050.00

Section 2: The Employer shall transmit monthly the amount referenced in Section 1 to the third-party administrator designated in writing by the UNION. The funding, potential credits, effective date of coverage and the effective date of the end of coverage are detailed in the Teamsters Security Fund Declaration of Trust.

ARTICLE 16 – RETIREMENT

Section 1: All employees covered by this Agreement shall participate in the Public Employees Retirement System of the State of Nevada in accordance with Nevada Revised Statutes (NRS) Chapter 286 including any and all the rules of that system. This shall include all rules and provisions for the Employer-pay and the Employer/Employee pay contribution plans. If an employee participates in the Employer/Employee contribution plan their wages will be adjusted to appropriately compensate for the Employee contribution.

Section 2: Increases and Decreases

Effective July 1, 2014, any future increase in the percentage rate of the retirement contribution above the rate set forth in NRS 286.421 will be borne equally by the Employer and employee and will be paid in the manner provided by NRS 286.421.

Any decrease of the retirement contribution will be shared equally by the Employer and the employee.

Effective for the July, 2023 PERS increase only, the Employer will cover 100% of the increase. This provision will only be effective for the 2023 increase and will not apply to any future increases.

ARTICLE 17 – SALARIES

Section 1: Wage Scale: The Employer and the Union agree that beginning July 1, 2023 (or May 1, 2023 for employees hired prior to May 1, 2021) the hourly base wage of the classifications covered by this Agreement shall be as set forth in “Exhibit A, Grade and Step scale” and shall be the final hourly wage schedule.

Section 2: Employees employed with Employer on or before April 30, 2021 shall receive their Step increase on May 1 of every year. Any Employee hired on or after May 1, 2021 shall receive their Step increase on the anniversary of their hire date.

Section 3: Employees will be entitled to \$1.00 an hour in additional compensation for any approved certifications required by the District.

Section 4: Increases Beyond Wage Scale: Effective May 1, 2023, if, and when, an employee has reached step 10 of their pay grade (topped out) the employee will receive a three percent (3%) percent cost of living increase beginning with their following anniversary date, or May 1st for employees hired prior to May 1st, 2021, and on each anniversary date, or May 1st for employees hired prior to May 1st, 2021, for the remainder of this agreement. The increase allowed pursuant to this section will be included in the employee's hourly rate (PERS reportable) but will not be added to the step and grades.

If, in any future year after 2023, the employees’ portion of the PERS increase is greater than the three (3%) yearly cost of living increase the employee will receive an additional increase so their cost-of-living increase is equal to the PERS employee reduction and the employee will suffer no reduction of pay. If the employee’s PERS reduction is less than the three (3%) cost-of-living increase the Employee will receive the difference as a COLA increase.

ARTICLE 18 - EMPLOYMENT STATUS AND DISCIPLINARY PROCESS

Section 1: Resignation: A full-time employee who resigns shall submit their written resignation to the Board and give at least two (2) weeks’ notice. The Board, with the concurrence of the employee, may shorten or waive the notice period.

Section 2: Probationary Employment Termination: If during a probationary period an employee's performance or conduct is not satisfactory to the Employer, the employee may be terminated without recourse to the grievance and arbitration provisions of this Agreement.

Section 3: Discipline and Disciplinary Procedure: Discipline can be administered in accordance with Article 18 for any violation of any provision of this Labor Agreement or the Employers rules and policies. The Employer is committed to utilizing disciplinary actions as a means to change and correct behavior, rather than as a form of punishment or embarrassment. The Employer will normally apply discipline progressively, and both parties acknowledge that there will be times when non-progressive discipline, up to termination, may be warranted.

Should the Employer initiate an investigation of alleged employee misconduct; the investigation will be completed along with any disciplinary recommendation, within fourteen (14) calendar days of the initial employee interview. Should circumstances preclude compliance with this timeframe, the Employer will notify the Union and provide an estimate for completing the investigation. If there is a disciplinary recommendation of suspension, demotion or termination, the required hearing with the Employer or designee may occur after this fourteen (14) day period.

A. Discipline Categories are: conduct, attendance and performance. Each category is defined below.

1. Conduct Category:

- a. Insubordination;
- b. Alcohol or substance abuse on the job;
- c. Conduct unbecoming an employee;
- d. Conduct which discredits the Employer;
- e. Acts of moral turpitude;
- f. Granting an improper privilege;
- g. Threatening or striking another person;
- h. Intentionally falsifying Employer documents;
- i. Intentionally giving false statement during an investigation;
- j. Engaging or conspiring in the theft of Employer property or supplies;
- k. Theft of the personal property of others;
- l. Sexual or racial harassment action;
- m. Violation of the criminal laws of the United States, State of Nevada, or any other state of which, had it occurred in Nevada, would be a crime in Nevada;
- n. Violation of any provision of the Charter of the Employer
- o. Violation of Employer policies;
- p. Outside employment that conflicts or interferes with assigned duties;
- q. Improper use of one's employment with the Employer for the employee's personal and/or financial advantage;
- r. Unauthorized use and/or destruction of Employer property, equipment and/or materials;
- s. Solicitation as an employee for money, goods, or services not specifically authorized by the Employer or designee;

- t. Acceptance or solicitation of a bribe or any compensation intended to influence the employee in the performance of their duties for the Employer;
 - u. Divulgence of any confidential material to anyone not authorized to receive it;
 - v. Misconduct in office.
2. Attendance Category: Employees who enter a progressive disciplinary process for attendance or tardiness will be notified of this in writing by the Employer. This notification will clearly identify the unacceptable behavior and future expectations and consequences.
- a. Tardiness;
 - b. Sick leave abuse;
 - c. Unexplained absence from duty;
 - d. Abandonment of post: An employee absent from duty in excess of three (3) days without a satisfactory explanation shall be considered to have abandoned their post and shall be terminated provided that the Employer shall make a reasonable effort to locate the employee.
 - i. Reasonable effort to locate the employee shall be satisfied if the Employer sends a certified letter with return receipt requested to the employee at the address shown in the employee's personnel file.
 - ii. Termination for abandonment of post shall be deemed to be for just cause.
3. Performance Category:
- a. Safety: Willful violation of safety practices in performance of duties, including operation of Employer equipment and vehicles.
 - b. Unsatisfactory Service: An employee who has completed the probationary period may be terminated or subject to disciplinary action if their performance or conduct is not satisfactory.

Unsatisfactory Service is:

- i. If the employee fails to perform the functions of the assigned position;
- ii. If the employee fails to establish and maintain cooperative working relationships;
- iii. Incompetence;
- iv. Inefficiency;
- v. Neglect of duties.

B. Types of Discipline: An employee whose conduct, attendance or performance is considered unsatisfactory shall be subject to discipline. Depending on the nature and severity of the offense or performance problem, anyone of, or combination of, the following types of discipline may apply: counseling, written reprimand, suspension, decision-making leave, demotion, probation, and/or termination.

1. Informal Discipline: The identification of an employee's unsatisfactory behavior, and the opportunity given to the employee for correction. Informal discipline consists of counseling and oral warning.

- a. Counseling: Supervisor counsels the employee regarding their unsatisfactory behavior.
- b. Oral Warning: Supervisor provides clear warning that continued unsatisfactory behavior will lead to formal discipline.
- c. Personal Improvement Plans: Employees may be subject to Personal Improvement Plans designed to address specific performance issues without formal discipline.

2. Formal Discipline: Continued unsatisfactory behaviors, or committing offenses of such serious nature that requires immediate expulsion from work, are subject to the formal discipline process. Formal discipline may consist of anyone or combination of the following:

- a. Written Reprimand: An employee receives official written notice to correct continued unsatisfactory behaviors.
- b. Personal Improvement Plans: Employees may be subject to Personal Improvement Plans designed to address specific performance, conduct or attendance issues and such Plans will specifically identify formal discipline may result from non-compliance.
- c. Suspension: An employee may be suspended with or without pay as a disciplinary measure. Suspension without pay requires a pre-disciplinary hearing.

An employee may be suspended without pay for an indefinite period of time as a result of a criminal complaint in a court of law.

- d. Demotion: An employee may be demoted as a result of a disciplinary action. Demotion requires a pre-disciplinary hearing.

- e. Decision-Making Leave: Paid or unpaid time away from work is provided so that the employee may decide on whether employment with the Employer is in their best interest.
 - f. Probation: An employee may be placed back into a probationary period not to exceed six (6) months in an effort to further evaluate and rehabilitate the employee. Same infraction during a probationary period may be subject to termination without recourse to the grievance and arbitration provisions of this Agreement.
 - g. Termination: An employee may be terminated as a result of disciplinary action. Any termination under this Article shall be in writing and shall set forth the reasons for such termination. Prior to termination, excluding temporary or probationary employees, the employee shall receive a pre-disciplinary hearing.
3. Discipline Records: An employee shall be notified in writing of any formal disciplinary action that could lead to suspension, demotion, decision making leave, probation or termination. The employee shall have the opportunity to meet with the Board prior to the proposed formal discipline, and may also respond to the proposed formal discipline in writing.
- a. Records of disciplinary actions, excluding informal discipline or oral warnings, will be retained in the employee's official personnel file for a one (1) year period.
 - i. If one year has passed without any further disciplinary action and the document is not the subject of a pending investigation, the disciplinary record will be removed from the personnel file upon written request of the employee to the Employer.
 - ii. The Employer will respond to the employee's request to remove the discipline record within thirty (30) days.
 - iii. Performance evaluations are exempt from this Article.
 - iv. The employee shall have access to their personnel file, along with the employee's representative. An employee may insert into their personnel file a rebuttal statement in response to written reprimands or negative commentary in the file.
 - v. Any written record of discipline not previously provided to the employee will not be used as a basis for subsequent progressive discipline.

ARTICLE 19 - GRIEVANCE PROCEDURE

Section 1: The purpose of the Grievance Procedure shall be to settle all grievances between the Union and the Employer as quickly as possible to ensure efficiency and promote employee morale. Should any employee, group of employees, or the Employer 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, adjustment shall be sought as follows:

Section 2: In order to promote harmony, the Union and the Employer agree that the employee is encouraged to discuss matters in dispute with the Board first.

Section 3: All grievances must be filed in writing, within ten (10) 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.

Step 1: The grievance shall first be discussed among the Union Steward or Business Agent, the employee, and the Board representative within ten (10) calendar days of its filing. If the grievance is not settled during this informal discussion, it may be processed to Step 2.

Step 2: Within seven (7) calendar days from the date of the informal discussions the Union Representative shall present the grievance, in writing, to the Employer. The Employer shall arrange for such meetings with the Union and make such investigations as are necessary. The Employer shall respond in writing to the aggrieved within seven (7) calendar days of their receipt of said grievance. If the response does not resolve the grievance, it may proceed to Step 3.

Step 3: In the issue of suspension or termination, the Union may immediately proceed to Step 3 or Step 4. If a mutually satisfactory settlement cannot be reached between the Employer and the Union, the parties may mutually agree to request alternate dispute resolution through Federal Mediation and Conciliation Service (FMCS).

Step 4: If a mutually satisfactory settlement cannot be reached through Step 3, the Union or the Employer shall have the right to refer the matter to an arbitrator for final determination. The party seeking such final determination must notify the other of its decision in writing within ten (10) calendar days of the Step 3 response or the mediation with the FMCS. Should the ten (10) days elapse without written notification, the grievance shall be deemed withdrawn with prejudice. In the event that Teamsters Local 14 chooses not to pursue a grievance involving a termination, the employee filing a grievance may pursue the matter, without the assistance

of Teamsters Local 14, in accordance with the remainder of this article. Any individual utilizing this option will be required to sign a waiver releasing Teamsters Local 14 from any additional responsibility and/or liability related to this employment action.

All costs incurred by the employee, including but not limited to those outlined in Step 7 of this article, will be the responsibility of the employee. Should the former employee choose to arbitrate their dispute, both the Employer and the former employee will be required to place ten thousand dollars (\$10,000) into an escrow account to ensure the payment of the arbitrator as detailed in Step 7 of this procedure. Should the grieving individual fail to comply with this requirement within twenty-one (21) calendar days of notification of the escrow account details, they will forfeit their ability to arbitrate the issue and the matter will be considered withdrawn.

Step 5: In the event the Employer and the Union proceed to arbitration, the parties shall jointly request from the Federal Mediation and Conciliation Service the names of five (5) arbitrators.

One arbitrator shall be selected by alternately striking names from the list, the party filing for the dispute resolution shall have the first strike, and the dispute shall be submitted to the arbitrator then remaining. Such arbitration shall be conducted under the rules of the Federal Mediation and Conciliation Service, or the American Arbitration Association as prescribed by the arbitrator selected.

Step 6: The arbitrator shall have no ability to add to, subtract from, or modify the terms of this Agreement or to rule on any matter after this Agreement terminates.

Step 7: The arbitrator's decision shall be final and binding, and the cost for arbitration shall be born equally between the Union and Employer. The parties shall bear their own expenses for attorneys, court reporters and other related arbitration expenses.

Section 4: 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.

ARTICLE 20 – LAYOFF PROCEDURE

Section 1: Positions to be eliminated

If the Employer determines the need for a reduction in its work force for lack of work or lack of funds, written notice of not less than thirty (30) calendar days shall be provided to

employees to be laid off. The Employer will determine the number of positions to be eliminated and the employees to be laid off. For purposes of this Article, a job class shall be one of those listed in Appendix A of this Agreement.

Section 2: Order of Layoff

- A. Reduction of the work force shall be based on seniority in classification as determined by the Employer. Starting with the persons in the highest classification in which the reduction in force is taking place, persons in each classification shall compete on the basis of seniority in the classification, with the layoff of the least senior. Seniority in classification shall commence on the most recent date of appointment to such classification and shall be uninterrupted.
- B. An employee designated for demotion or layoff shall have the right to bump an employee in the lower class if she/he has more seniority in the lower class.
- C. Upon demotion to the next lower classification, the employee shall be placed at the salary step at the lower classification commensurate with her/his length of service with that department.

Section 3: Recall Rights

Laid off employees will have a right to return to a vacancy in the same class from which they are laid off. Recall shall be in inverse order of layoff.

Section 4: Recall List

Employees shall remain on the recall list for one (1) year following the date of layoff. However, employees who have been laid off shall be removed from the recall list if:

- A. They decline appointment to a position in the same class at the same salary step as the position from which their layoff occurred; or
- B. They fail to report for duty within fifteen (15) calendar days of the mailing of notice of recall to Employer employment.

Section 5: Recall Notice

Notice of recall or available position may be made in person or by U.S. mail, return receipt requested. It is the responsibility of each laid off employee to notify the Employer of his/her current address.

ARTICLE 21 – SAFETY AND HEALTH

Section 1: It is the policy of the Employer to provide a place of employment which is free from recognized hazards that are causing or are likely to cause harm to its employees. The Employer will do everything reasonably necessary to protect the lives, safety, and health of its employees.

Employees covered by this Agreement shall not be employed in riots or other civil disorders without police or equivalent protection, and shall not be employed as strike breakers.

The Employer shall provide protective clothing as it may deem necessary.

An employee, believing any working condition or machinery is unsafe, shall immediately notify his immediate supervisor.

Shall the supervisor conclude that the working condition or equipment is safe and the employee insists to the contrary, the matter shall be brought to the attention of the Commissioner over employee contracts and relations. Within a reasonable time, under the circumstances, the Employer shall take action deemed appropriate, subject to the Union's rights under Article 21.

Employees who, in the course of their duties, fail to observe or correctly apply established safety practices or do not use appropriate safety equipment as provided by the Employer shall be subject to disciplinary action. The foregoing also applies to the operation of Employer equipment and Employer vehicles.

ARTICLE 22 – AMENDING PROCEDURE

Section 1: If either party desires to modify or change this Agreement, it shall give written notice to the party of the amendment, except that no amendments or modifications to this Agreement shall be made except by mutual agreement of the parties or through the provisions of Article 23 – Savings Clause. Any amendment whether a proposed amendment or alternative to a proposed amendment that may be mutually agreed upon pursuant to the provisions of Chapter 288 of NRS shall become and be part of this Agreement.

Section 2: Any amendments that may be agreed upon or awarded shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

ARTICLE 23 - SAVINGS CLAUSE

Section 1: This Agreement is the entire agreement of the parties, terminating all prior arrangements and concluding all negotiations during the term of this Agreement. The Employer shall, from time to time, meet with the Union to discuss its view relative to the administration of this Agreement. The Union may also request discussion, if it wishes.

Section 2: Should any provisions of this Agreement be found to be in contravention of any federal or state law, or by a Court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise cancelled or amended.

Section 3: In the event that sub-section 2 above is affected or NRS 288 is amended, the Employer and the Union negotiating teams will meet within thirty (30) days of such decision or passage to discuss its ramifications on the current negotiated Agreement and amendments made, if necessary.

ARTICLE 24 – USE OF EMPLOYER FACILITIES

Section 1: The Employer recognizes the necessity of the Union to hold meetings. It is mutually agreed that the Union shall be permitted to meet in the Employer facilities or buildings if such facilities or buildings are available under the following conditions:

- A. Any such meeting held in or on Employer property shall be without cost to the Union.
- B. No such meeting shall be allowed to interfere with normal Employer activities.
- C. This provision is not a guarantee to the Union that Employer facilities or buildings will be available to them at any specific time, and such meetings will be scheduled at the convenience of the Employer, except that the Employer will not deny access to facilities or buildings merely for the purpose of harassment of the Union. Use of Employer facilities for political activities is specifically prohibited.

ARTICLE 25 – DURATION OF AGREEMENT

Except as otherwise specifically provided herein this Agreement shall have full force and effect from and after July 1, 2023, through June 30, 2026. This Agreement shall supersede any and all previous agreements made between the parties hereto. This Agreement shall remain in effect until a new agreement is entered into by the Employer and the Teamsters Union Local 14 through collective bargaining or unless amended in accordance with Article 22 - Amending Procedures.

WARRANT OF AUTHORITY

The signatories to this Agreement on behalf of the Employer and the Union hereby warrant and represent that they are authorized to enter into this Agreement.

IN WITNESS WHEREOF, THE Employer and the Union have agreed the ____ day of _____, 2023.

BOARD OF TRUSTEES
ALAMO SEWER AND WATER, NEVADA



Chairman



Member



Member




Member



Member

TEAMSTERS LOCAL UNION NO. 14



Fred Horvath
Secretary-Treasurer