

AGREEMENT

between

TEAMSTERS LOCAL UNION 533



and



RENO-TAHOE AIRPORT AUTHORITY

Fiscal Year 2020 – 2021

AGREEMENT
TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
AGREEMENT	1
ARTICLE 1 INTENT	2
ARTICLE 2 RECOGNITION	3
A. RECOGNITION	3
B. REPORTING REQUIREMENTS.....	3
C. REGULAR FULL-TIME EMPLOYEES	3
D. REGULAR PART-TIME EMPLOYEES.....	4
E. PROBATIONARY EMPLOYEES	4
F. SEASONAL AND/OR TEMPORARY EMPLOYEES.....	4
ARTICLE 3 MANAGEMENT RIGHTS	6
ARTICLE 4 PROHIBITED PRACTICES/NONDISCRIMINATION	7
A. AIRPORT AUTHORITY	7
B. UNION/EMPLOYEES	7
C. NONDISCRIMINATION	8
ARTICLE 5 EMPLOYEE RIGHTS	9
A. UNION MEMBERSHIP	9
B. ACCESS TO PERSONNEL FILES.....	9
ARTICLE 6 UNION PRACTICES	10
A. DUES DEDUCTION	10
B. UNION ACTIVITIES	10
C. UNION COMMUNICATIONS	11
D. EMPLOYEE REPRESENTATIVES.....	12
ARTICLE 7 LABOR/MANAGEMENT COMMITTEE	13
ARTICLE 8 BENEFITS	14
A. INSURANCE/INSURANCE COMMITTEE	15
B. VACATIONS	16
1. Rate of Accrual	16
2. Eligibility Provisions	16
a. General	16
b. Termination	16
c. Holidays, Leaves of Absence or Illness Occurring During Vacation	16
3. Vacation Pay	16
4. Vacation Scheduling	17

ARTICLE 8	BENEFITS (CONTINUED)	
	B. VACATIONS (CONTINUED)	
	5. Accumulation of Vacation	17
	6. Death of an Employee	17
	C. HOLIDAYS	18
	a. Eligibility Requirements	18
	D. MISCELLANEOUS BENEFITS	19
	E. RETIREMENT	19
	F. LONGEVITY PAY	19
	G. ON THE JOB INJURY	20
	H. TERMS OF VOLUNTARY EARLY SEPARATION	21
	I. BILINGUAL PAY	21
ARTICLE 9	POSITION OPENINGS AND EXAMINATIONS	22
ARTICLE 10	PROBATION/PROMOTION/DEMOTION	23
	A. INITIAL PROBATION	23
	B. PROMOTION	23
	C. DEMOTION	24
ARTICLE 11	TEMPORARY ASSIGNMENT TO HIGHER POSITION.....	25
	A. AUTHORITY'S RIGHT TO ASSIGN	25
	B. COMPENSATION.....	25
ARTICLE 12	ESTABLISHMENT OF NEW POSITIONS	27
ARTICLE 13	SCOPE OF POSITION DUTIES	28
ARTICLE 14	REDUCTION IN FORCE/LAYOFF	29
ARTICLE 15	GRIEVANCE PROCEDURE	31
ARTICLE 16	DISCIPLINE	34
	A. DEFINITION	34
	B. PROCEDURES FOR DISCIPLINE	34
	1. Time Frames	34
	2. Verbal Reprimand	34
	3. Written Reprimand	35
	4. Suspension	35
	5. Discharge	35
	6. Appeal	35
	C. WRITTEN NOTIFICATION.....	35
ARTICLE 17	DISCHARGE	37
	A. DEFINITION	37
	B. EMPLOYEES' RIGHT TO REPRESENTATION	37
	C. PROCEDURE FOR DISCHARGE	37
ARTICLE 18	REST/MEAL BREAKS.....	39

ARTICLE 19	SAFETY AND HEALTH.....	41
	A. DEFINITION	41
	B. JOINT SAFETY COMMITTEE.....	41
	C. SAFETY EQUIPMENT	42
	D. HEARING EXAMINATIONS	42
	E. COMMUNICABLE DISEASES & TOXIC/HAZARDOUS WASTE.....	42
ARTICLE 20	PHYSICAL EXAMINATIONS.....	44
ARTICLE 21	UNIFORMS/PROTECTIVE CLOTHING/EQUIPMENT	45
	A. UNIFORMS	45
	B. TOOLS AND EQUIPMENT	45
	C. STOLEN OR DAMAGED UNIFORMS/TOOLS/EQUIPMENT.....	45
ARTICLE 22	LEAVES OF ABSENCE	46
	A. DEFINITION	46
	B. LEAVES OF ABSENCE WITH PAY.....	46
	1. Military Leave	46
	2. Sick Leave.....	46
	a. Sick Leave Use	46
	b. Sick Leave in Lieu of Vacation Time	47
	c. Death of an Employee	47
	3. Bereavement Leave	47
	4. Jury Duty	47
	C. LEAVES OF ABSENCE WITHOUT PAY.....	47
	1. Medical	48
	2. Personal	48
	D. EFFECT OF LOA'S WITHOUT PAY ON EMPLOYEE BENEFITS.....	48
	E. PROCEDURES AND RESPONSIBILITIES	48
	1. Employee	49
	2. Supervisor/Department Head	49
	3. President/CEO	49
	F. SICK LEAVE CASH OUT PROGRAM	49
	1. Annual	49
	2. Upon Separation	50
ARTICLE 23	EDUCATION AND DEVELOPMENT	51
ARTICLE 24	COMPENSATION	52
	A. SALARY SCHEDULE	52
	1. Salary Ranges	52
	2. Performance Evaluations	52
	B. WORK DAY DEFINED	54
	C. DAYLIGHT SAVINGS TIME	55
	D. OVERTIME	55
	E. MANDATORY MEETINGS/TRAINING	57
	F. CALL BACK	57
	G. STANDBY ALERT.....	58
	H. SNOW REMOVAL/SNOW REMOVAL STANDBY.....	58
	I. NCIC/TAC PAY.....	59

ARTICLE 25	LICENSES AND FEES	60
	A. LICENSE FEES	60
	B. CDL REQUIRED POSITIONS/DRUG TESTING	60
ARTICLE 26	GENERAL PROVISIONS	61
	A. AMENDMENT	61
	B. WAIVER	61
	C. NOTICES	61
	D. SAVINGS CLAUSE	61
	E. STRIKES AND LOCKOUTS	61
	F. GOVERNING LAWS	61
ARTICLE 27	SECONDARY EMPLOYMENT/OUTSIDE ACTIVITIES	63
ARTICLE 28	SHIFT DIFFERENTIAL	64
ARTICLE 29	SHIFT BIDDING/SHIFT SCHEDULES.....	65
ARTICLE 30	DISTRIBUTION OF AGREEMENT	67
ARTICLE 31	DURATION OF AGREEMENT	68
ARTICLE 32	UNSCHEDULED ATTENDANCE GUIDELINES.....	69
SIGNATURES	UNION AND AIRPORT AUTHORITY	71
APPENDIX 1	DEFINITIONS	72-74
APPENDIX 2	SHIFT PREFERENCE FORM	75
APPENDIX 3	DISCIPLINARY ACTION FORM.....	76
APPENDIX 4	BARGAINING UNIT POSITIONS	77
APPENDIX 5	SALARY RANGES 2020 - 2021	78
APPENDIX 6	REPORT OF GRIEVANCE FORM	79
APPENDIX 7	DIVISION LIST	80

AGREEMENT

This Agreement is made and entered into, pursuant to Chapter 288 of the Nevada Revised Statutes (NRS 288), by and between the RENO-TAHOE AIRPORT AUTHORITY, a quasi-municipal corporation of the State of Nevada (hereinafter called the “AIRPORT AUTHORITY”); and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 533 (hereinafter called the “UNION”) this 1st day of July, 2020.

ARTICLE 1 - INTENT

WHEREAS, the AIRPORT AUTHORITY is a body corporate, politic and a quasi-municipal corporation established to provide service to the public and must remain open and operational at all times and is the owner and operator of Reno/Tahoe International Airport and Reno Stead Airport (hereinafter collectively referred to as "Airport"); and

WHEREAS, the UNION is the exclusive representative of all employees covered by this Agreement pursuant to NRS 288; and

WHEREAS, the parties desire to assure sound and mutually beneficial economic and employment relations between the parties hereto; to provide a respectful, orderly and peaceful means of conducting negotiations, exchanging communications and points of view, and have as their purpose the promotion of a responsible, mutually co-operative labor relations policy and the establishment of procedures to orderly and equitably resolve misunderstandings, grievances, and complaints; and

WHEREAS, it is the desire and intent of the AIRPORT AUTHORITY and the UNION to enter into an Agreement which shall reflect the requirements and intent of NRS 288 and all other applicable laws;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

ARTICLE 2 - RECOGNITION

- A. **RECOGNITION.** The AIRPORT AUTHORITY recognizes the UNION as the sole and exclusive bargaining agent for all regular full-time and regular part-time employees filling those positions listed in or added to Appendix 4 attached hereto and incorporated by reference herein and made a part of this Agreement. This recognition is granted for the period during which the UNION qualifies as the exclusive representative of those employees under the provisions of NRS 288.
- B. **REPORTING REQUIREMENTS.** The AIRPORT AUTHORITY will supply the following to the UNION:
1. At least quarterly, an updated and complete list of members of the UNION.
 2. Within sixty (60) calendar days after the open enrollment insurance period, a report of what type of insurance coverage the UNION employees have chosen. This report will include by department/section, by individual, their election, cost, and total monthly cost to the AIRPORT AUTHORITY.
 3. On an annual basis, within thirty (30) calendar days of December 31, an updated and complete list of all UNION employees who received longevity pay, the amount paid to each, and the total paid for all covered employees.
 4. Within thirty (30) calendar days of the close of each fiscal year an updated and complete list of all UNION employees who participated in the tuition reimbursement program and the amount reimbursed to each.
 5. Copies of each Requisition of Employment for temporary employees filling positions covered by this bargaining Agreement. Upon separation of each temporary employee, notification of such termination date.
 6. At least quarterly, an updated and complete report of UNION representative hours utilized.
 7. A copy of all notices, memos, administrative reports, minutes, etc. and any other information or documentation that is distributed to the AIRPORT AUTHORITY Board of Trustees that is non-privileged and that is subject to the "Open Records" law. This information shall be provided to the UNION at the same time that the normal and routine distribution is made to the Board of Trustees.
- C. **REGULAR FULL-TIME EMPLOYEES.** A regular full-time employee is an employee filling a budgeted position under the jurisdiction of this Agreement (including employees temporarily assigned to a higher position pursuant to Article 11) for at least forty (40) hours per week who has completed the probationary period referenced in Article 10. Regular full-time employees shall be entitled to all applicable pay, benefits, and accruals provided for in this Agreement.

D. REGULAR PART-TIME EMPLOYEES

1. A regular part-time employee is an employee filling any budgeted position under the jurisdiction of this Agreement (including employees temporarily assigned to a higher position pursuant to Article 11) for at least twenty (20) hours per week who has completed the probationary period referenced in Article 10.

E. PROBATIONARY EMPLOYEES. A probationary employee is an employee filling a budgeted position under the jurisdiction of this Agreement during the probationary period referenced in Article 10. Except as provided in Article 10, probationary employees are not represented by the UNION nor covered under the terms of this Agreement.

F. SEASONAL AND/OR TEMPORARY EMPLOYEES

1. Seasonal and/or Temporary employees are not represented by the UNION or covered under this Agreement. A "seasonal and/or temporary employee" is an employee hired by the AIRPORT AUTHORITY for the purpose of doing work, which is of a seasonal or temporary nature, not to exceed six (6) months from date of hire.
2. The AIRPORT AUTHORITY will notify the UNION prior to the hiring of a seasonal and/or temporary worker.
3. No seasonal and/or temporary employee shall be hired to fill a regular budgeted position represented by the UNION for a period greater than six (6) months unless mutually agreed upon by both parties. Thereafter the regular budgeted position may only be filled with a regular employee. Seasonal and/or temporary employees are only eligible for those benefits required by law. Seasonal and/or temporary employees who become regular full-time or regular part-time employees will commence accruing benefits, as applicable, from the date of hire as a regular full-time or regular part-time employee.
4. It shall be the intent of the AIRPORT AUTHORITY not to utilize leased, intern, on-call, student, convict, emergency, management, professional, contract or seasonal and/or temporary employees to permanently occupy those UNION positions covered by this Agreement. The AIRPORT AUTHORITY will notify the UNION, in writing, of the hiring of any of the classifications of employees mentioned in this paragraph. The UNION recognizes the importance of assisting students to develop job experience, and desires to work with the AIRPORT AUTHORITY and the school district to develop a unique program to address this issue.

Nothing in this paragraph 4 shall prohibit the AIRPORT AUTHORITY from utilizing contract services to perform restroom cleaning of public restrooms during the graveyard shift. Provided that any and all other duties currently performed on the graveyard shift by employees covered under this Agreement (including but not limited to the cleaning of the restrooms not to be cleaned by contract services), shall continue to be performed by employees covered under

this Agreement. Provided further that no employees covered under this Agreement shall be laid off as a direct result of the commencement of the use of such contract services.

ARTICLE 3 - MANAGEMENT RIGHTS

- A. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the AIRPORT AUTHORITY pursuant to NRS 288 without negotiation include:
1. 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.
 2. The right to reduce in force or lay off any employee because of lack of work or lack of funds, subject to NRS 288.150.2. (v).
 3. The right to determine:
 - a. Appropriate staffing levels and work performance standards, except for safety considerations;
 - b. The content of the work day, including, without limitation, work load factors, except for safety considerations;
 - c. The quality and quantity of services to be offered to the public; and
 - d. The means and methods of offering those services.
 4. Safety of the public.
- B. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to NRS 288, the AIRPORT AUTHORITY is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster or civil disorder. Those actions may include suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under NRS 288.150(4) must not be construed as a failure to negotiate in good faith.
- C. NRS 288 recognizes and declares the ultimate right and responsibility of the AIRPORT AUTHORITY to manage its operation in the most efficient manner consistent with the best interests of members of the public and its employees. The parties agree that the AIRPORT AUTHORITY will do so in a manner that is consistent with the provisions of this Agreement.
- D. This Article does not preclude, but NRS 288 does not require, that the AIRPORT AUTHORITY negotiate matters which are outside the scope of mandatory bargaining; however, the AIRPORT AUTHORITY shall discuss subject matters outside the scope of mandatory bargaining but it is not required to negotiate those matters.
- E. The AIRPORT AUTHORITY'S intent shall be to offer all employees, who continue to meet performance standards, employment security through reassignment and retraining even if their present jobs are eliminated.

ARTICLE 4 - PROHIBITED PRACTICES/NONDISCRIMINATION

A. **AIRPORT AUTHORITY.** It is a prohibited practice for the AIRPORT AUTHORITY, or its designated representative, willfully to:

1. Interfere, restrain, or coerce any employee in the exercise of any right guaranteed under NRS 288.
2. Dominate, interfere with, or assist in the formation or administration of any employee organization.
3. Discriminate in regard to hiring, tenure, or any term or condition of employment to encourage or discourage membership in any employee organization.
4. Discharge or otherwise discriminate against any employee because he/she has signed or filed an affidavit, petition, or complaint, or given any information or testimony pursuant to NRS 288 or because he/she has formed, joined or chosen to be represented by any employee organization.
5. Refuse to bargain collectively in good faith with the exclusive representative as required in NRS 288.150. Bargaining collectively includes the entire bargaining process, including mediation and fact-finding, provided for in NRS 288.
6. Fail to provide the information required by NRS 288.180.
7. A complaint alleging a violation of 1 - 6, above, may be submitted by either an employee or by the UNION, for itself or on any employee's behalf, and shall be submitted to the Local Government Employee-Management Relations Board (EMRB) or shall be subject to the Grievance Procedure set out in Article 15.

B. **UNION/EMPLOYEES.** It is a prohibited practice for the UNION, its designated agent, or any employee willfully to:

1. Interfere with, restrain, or coerce any employee in the exercise of any right guaranteed under NRS 288.
2. Refuse to bargain collectively in good faith with the AIRPORT AUTHORITY, if it is an exclusive representative, as required in NRS 288.150. Bargaining collectively includes the entire bargaining process, including mediation and fact-finding, provided for in NRS 288.
3. Fail to provide the information required by NRS 288.180.
4. A complaint alleging a violation of 1 – 3, above, may be submitted by the AIRPORT AUTHORITY, and shall be submitted to the EMRB or shall be subject to the Grievance Procedure set out in Article 15.

C. **NONDISCRIMINATION**

1. The parties agree not to unlawfully discriminate against any employee based on any state or federally protected category.
2. Any complaint alleging a violation of 1, above, shall be submitted to Human Resources and/or the UNION. Employees may also submit the complaint to the appropriate administrative agencies having responsibility for enforcing state or federal laws governing nondiscrimination in employment. Discrimination complaints may be subject to the Grievance Procedure but in no event may go beyond the Mediation step.
3. The AIRPORT AUTHORITY and the UNION shall share equally the responsibility for applying this provision of this Agreement.

ARTICLE 5 - EMPLOYEE RIGHTS

- A. **UNION MEMBERSHIP.** The AIRPORT AUTHORITY shall not interfere with, restrain, or coerce any employee in the exercise of any right guaranteed under NRS 288, including the right to form, join or choose to be represented by any employee organization and/or the right to file an affidavit, petition or complaint or give information or testimony pursuant to NRS 288.
- B. **ACCESS TO PERSONNEL FILES.** The AIRPORT AUTHORITY shall provide access to an employee's personnel files only to the employee, his/her representative designated in writing, employees of the Human Resources Section, AIRPORT AUTHORITY staff legal counsel, and those management personnel in the employee's chain of command, from Supervisor to the President/CEO.

1. **Employee Access to his/her Own Records.** An employee shall be entitled to view his/her complete personnel file at all reasonable times during regular business hours (Monday through Friday, 8:00 a.m. – 5:00 p.m., excluding recognized paid holidays). An employee who feels that the contents of his/her personnel file is not accurate, timely, or complete may submit pertinent comments in writing for inclusion in his/her file. An employee may not remove any document from his/her file, but may request such removal through his/her Supervisor, Department Head or Department Vice President to the Vice President of Human Resources.

The AIRPORT AUTHORITY shall not allow access to nor give any material or copies of any material contained in an employee's personnel file to, or discuss the contents with, any third party unless so mandated by a government agency, a court of competent jurisdiction, or any applicable law, rule, or regulation without the express written approval of the employee.

2. **Employee Designated Representative Access to Employee File.** An employee will notify the Vice President of Human Resources, in writing, that his/her designated representative be allowed access to the employee's file. This notification will be recognized for the period of five (5) consecutive working days (Monday through Friday, 8:00 a.m. – 5:00 p.m., excluding recognized paid holidays) unless stipulated otherwise.
3. An employee shall be entitled, upon request, to a copy of any material in his/her file. Such request shall not be denied by the AIRPORT AUTHORITY.
4. No adverse material will be placed in an employee's official personnel file unless a copy of same is first provided to the employee for his/her signed acknowledgment. The employee shall be given an opportunity to submit explanatory remarks for the record.
5. The official personnel files shall be those personnel files maintained in the Human Resources office.

ARTICLE 6 - UNION PRACTICES

A. DUES DEDUCTION

1. Upon receipt of a written authorization from each employee so desiring, the AIRPORT AUTHORITY shall make payroll deductions in an amount sufficient to provide for the payment of regular dues established by the UNION and remit such deductions to the appropriate officer designated by the UNION. Upon receipt of the written authorization referenced above, the AIRPORT AUTHORITY will endeavor to begin dues deductions in a timely manner, but not later than thirty (30) calendar days from receipt of such authorization. The UNION shall give the AIRPORT AUTHORITY thirty (30) calendar days written notice prior to any changes of dues.
2. The AIRPORT AUTHORITY recognizes the UNION's By-Laws, which provide for enrollment or withdrawal at any time. However, on withdrawal by an employee from UNION membership, the AIRPORT AUTHORITY shall continue to collect dues from that employee through payroll deduction through the first full pay period ending prior to June 30.
3. The UNION shall indemnify and hold the AIRPORT AUTHORITY harmless against any and all claims, demands, suits, and all other forms of liability which shall arise out of or by reason of action taken or not taken by the AIRPORT AUTHORITY under the provisions of this Article or at the request of the UNION pursuant to this Article.

B. UNION ACTIVITIES

1. From time to time AIRPORT AUTHORITY management may request a meeting with one or more employee representatives, as defined in D, below. This meeting time will be mutually agreed upon. There shall be no loss of pay for employee representatives who participate in such a meeting. This meeting time shall not be deducted from the allowance stated in B8, below.
2. There shall be no loss of pay for no more than four (4) employee representatives bargaining collectively with management or for no more than two (2) employee representatives during mediation, fact-finding and arbitration with management. There shall be no loss of pay for no more than one (1) employee representative who participates in disciplinary or discharge proceedings with management.

Such representatives shall provide advance notice to their Supervisors, in writing, of such proceedings. It is understood that release time is subject to AIRPORT AUTHORITY scheduling requirements; however such release time shall not be unreasonably denied. Any denial shall be in writing and received by the representative in a timely manner.

3. When an aggrieved employee must attend any meeting or hearing that is part of the Grievance Procedure set forth in Article 15, the grievant and his/her employee

representative (not to exceed one (1) as defined in B.2., above) shall be released from duty to attend without loss of pay.

4. The UNION has the right, on behalf of all or any portion of its bargaining unit, to file a grievance or initiate the grievance process pursuant to Article 15.
5. Employee representatives and/or employees who are witnesses in matters relating to employee grievance hearings or meetings, employee disciplinary meetings, and employee suspension or termination meetings shall be allowed to attend such meetings during the employee's normal working hours without loss of pay.
6. The AIRPORT AUTHORITY agrees to allow UNION meetings to be held on AIRPORT AUTHORITY property during working hours on alternate months. Meetings will not exceed one (1) hour's duration. Any time used by UNION members for such meetings shall be deducted from the time allotted in 8, below. Employees will not receive any compensation for attendance at UNION meetings held beyond their regularly scheduled work hours.
7. The UNION may request use of AIRPORT AUTHORITY conference rooms and similar building facilities for meetings with employees in its bargaining unit. Use of AIRPORT AUTHORITY meeting facilities is subject to prior scheduling. The UNION will give the AIRPORT AUTHORITY twenty- four (24) hours advance notice of its intent to use AIRPORT AUTHORITY meeting facilities.
8. When attending to the duties provided for herein or attending Union meetings during work hours, employee representatives/Union members shall be on compensated release time up to a cumulative total of four hundred (400) hours per fiscal year, not to include any reasonable number of hours expended for UNION activities delineated in B 1-5, above. Pursuant to Section 1 of SB 241 as signed by the Governor on 6/1/15, the parties have bargained over this release time.

Such representatives/Union members shall contact their Supervisor in advance when responding to UNION business/meetings during regular work hours. It is understood that release time is subject to Supervisor approval and AIRPORT AUTHORITY scheduling requirements; however, such release time shall not be unreasonably denied. If the employee's Supervisor is unavailable, notification will be provided via voice mail or e-mail.

9. The UNION representatives/members shall be responsible for properly utilizing the electronic timekeeping system to accurately reflect the utilization of these hours, including documentation in the electronic timekeeping system as to general UNION activities performed.

C. UNION COMMUNICATIONS

1. The UNION may post notices involving UNION business on bulletin boards to be provided and installed by the AIRPORT AUTHORITY. The bulletin boards will be

installed in locations having reasonable access and visibility. Access to the bulletin boards, if locked and/or enclosed, shall be limited to AIRPORT AUTHORITY management and authorized UNION representatives.

2. Employee representatives will make all reasonable efforts to meet with UNION members to discuss UNION business outside of the affected employees' scheduled work time. However, the AIRPORT AUTHORITY recognizes there may be instances when it is necessary for employee representatives to meet with UNION members or to visit work areas to verify working conditions, during AIRPORT AUTHORITY time. In such instances, the employee representative will give the employee's Supervisor advance notice of such meeting or visit and obtain that Supervisor's approval. Further, the time allotted for such meeting or visit shall be at the sole discretion of the Supervisor. Any time used by employee representatives or UNION members for such meetings or visits shall be deducted from the time allotted in B.8., above.

D. EMPLOYEE REPRESENTATIVES

1. Subject to NRS 288.140(2) and Article 15 (Grievance Procedure), the AIRPORT AUTHORITY recognizes and agrees to deal solely with authorized representatives of the UNION on all matters covered by this Agreement.
2. The selection of employee representatives (representatives of UNION employed by the AIRPORT AUTHORITY) is the responsibility of the UNION; provided, however, that the total number of authorized employee representatives shall not exceed fifteen (15). This number shall include employee grievance representatives, members of the UNION negotiating team and UNION representatives to joint committees (e.g., labor management, safety, insurance).
3. The UNION shall provide the AIRPORT AUTHORITY's Vice President of Human Resources with a list of authorized employee representatives on June 1st and January 1st (or the closest regular business day immediately thereafter) of each year and shall maintain its currency.

ARTICLE 7 - LABOR/MANAGEMENT COMMITTEE

- A. The Labor/Management Committee shall be composed of three (3) representatives, one (1) of which may be a non-employee representative of the UNION and three (3) representatives of the AIRPORT AUTHORITY. UNION Committee representatives shall be appointed by the UNION and Management Committee representatives shall be appointed by the President/CEO. Representatives of the Committee shall serve at the pleasure of the appointing party. The Committee shall meet whenever the need arises, or upon the call of either party, at a date and time mutually agreed upon, but no longer than seven (7) working days after the call by either of the parties.

The meetings shall be for the purpose of:

1. Discussing the administration of this Agreement;
 2. Exchanging general information of interest to the parties; and
 3. Giving the UNION representatives the opportunity to share the views and/or to make suggestions on subjects of interest relevant to their membership.
- B. In order to allow for work schedule adjustments, the Committee will notify all representatives and their Supervisors of the locations, dates, and times of committee meetings.
- C. UNION Committee representatives shall not lose pay for time spent in any meetings authorized by the provisions of this Article. Time spent in any meeting authorized by the provisions of the Article shall be construed as time worked for the purpose of computing overtime only if the time spent falls within the employee's regularly scheduled work hours.
- D. Resolutions reached as a result of Committee discussions shall be reduced to writing, initialed by the principals and posted on employee bulletin boards.

ARTICLE 8 - BENEFITS

A. INSURANCE

1. The AIRPORT AUTHORITY shall offer the following insurance benefits to employees and their dependents:
 - a. Medical Insurance;
 - b. Dental Insurance;
 - c. Vision Insurance;
 - d. Life Insurance;
 - e. Long Term Disability (full-time employees only)
 - f. Such other insurance benefits as may be mutually agreed upon by the AIRPORT AUTHORITY and the UNION.

Full-time or part-time employees will be eligible for the above insurance benefits on the first day of the next month after completion of two (2) months of continuous service with the AIRPORT AUTHORITY.

2. Premium Contributions

- a. Effective upon the signing of this Agreement, the AIRPORT AUTHORITY shall pay employee and dependent premiums for the coverage listed in 1.a. – 1.f., above, subject to the following limitations:

1. Full-Time Employees -

Employee Only Coverage	100%
Spouse Coverage	85%
Child(ren) Coverage	85%
Family Coverage	85%

2. Part-Time Employees -

Employee Only Coverage	50%
Spouse Coverage	50%
Child(ren) Coverage	50%
Family Coverage	50%

The employee will be responsible for any premium amount in excess of the above percentages via automatic payroll deduction.

- b. Should the AIRPORT AUTHORITY continue to offer the Copay medical plan with the \$1500 annual deductible with its higher premium cost, any employee electing this plan will pay the additional premium cost above the amounts the AIRPORT AUTHORITY will pay towards the Copay medical plan with the \$3,000 annual deductible.

- c. **Spousal Waiver:** Effective July 1, 2014, if an employee's spouse has alternate healthcare coverage and the employee elects to remove that spouse from his/her current AIRPORT AUTHORITY coverage, the employee will be eligible to receive fifty dollars (\$50) per month added to his/her regular paycheck.

To receive this money, the employee must specifically ask to invoke this waiver and receipt of the fifty dollars (\$50) per month will become effective on the first full paycheck after the employee provides satisfactory proof of his/her spouse's alternate coverage. Waiver monies will not be paid retroactively.

3. **Dependent Eligibility.** Insurance plan provisions require that dependents must meet certain eligibility requirements to be eligible for coverage under the AIRPORT AUTHORITY'S plan. Employees are responsible for notifying Human Resources in writing within forty-five (45) calendar days of any family status change that may make their dependents ineligible for continued coverage. Failure to notify Human Resources of a change within this timeframe may result in: (1) the employee being required to pay premiums for coverage that a dependent does not have until the next open enrollment period, (2) the employee being responsible for expenses incurred by dependents who are no longer eligible for coverage, and (3) may result in disciplinary action up to and including termination.
4. **Insurance Committee.** The AIRPORT AUTHORITY and the UNION will cooperate in the continuing objective of obtaining the highest level of employee group insurance benefits within reasonable and realistic budgetary constraints. The Insurance Committee shall be the exclusive representative of management and employees to research, analyze, and formulate final recommendations to the President/CEO involving all matters regarding group insurance programs (e.g., modifications to existing programs or implementation of new programs) for presentation to the AIRPORT AUTHORITY Board of Trustees.

Such Committee shall be comprised of two (2) representatives of the UNION, one (1) representative of the Airport Authority Police Officers Protective Association, and three (3) representatives of the AIRPORT AUTHORITY. These representatives shall establish ground rules governing the conduct of business by the Insurance Committee.

The UNION agrees to abide by all recommendations of the Insurance Committee and that recommendations of the Committee will not be subject to grievance by individual employees. If either the President/CEO or the Board of Trustees chooses not to act on the recommendations of the Insurance Committee and a dispute arises, the parties agree to reopen negotiations on the Group Insurance Provisions of this Article pursuant to the requirements of NRS 288 for contractual negotiation, including mediation, and binding fact-finding.

B. VACATIONS

1. **Rate of Accrual.**

- a. Any employee who has been continuously employed by the AIRPORT AUTHORITY shall be credited vacation hours for each full pay period as follows:

	<u>Full-Time</u>	<u>Part-Time</u>
Less than 5 years	4.5 hrs	2 hrs
5 years, less than 10 years	5.5 hrs	2.5 hrs
10 years, less than 15 years	6.5 hrs	3 hrs
15 years, less than 20 years	7.5 hrs	3.5 hrs
20 years or more	8 hrs	4 hrs

Continuous service shall be defined as a period of employment which has not been interrupted by more than thirty (30) consecutive calendar days at any one time, except by authorized leave of absence with pay, sick leave, vacation, or military leave of absence.

- b. Employees earn vacation hours from the date of employment but will not be eligible to use paid vacation until completion of their first six (6) months of service. On the first day following the employee's first six (6) months of service, the employee shall be credited with all vacation accrued.

2. **Eligibility Provisions.**

- a. **General.** Vacation benefits apply to all regular employees.
- b. **Termination.** An employee who terminates employment with the AIRPORT AUTHORITY, for any reason, will receive vacation pay at the base rate of pay for all vacation hours accrued.
- c. **Holidays, Leaves of Absence or Illness Occurring During Vacation.**
1. If a designated holiday is observed during an employee's vacation period, the employee will not be charged for vacation time on that day but will code holiday in the electronic timekeeping system and receive holiday pay in lieu of vacation pay.
 2. Vacation will not be accrued during any unpaid leave of absence.
 3. An employee will not convert vacation time to sick time off due to illness or disability occurring while on vacation.

3. **Vacation Pay.** Vacation pay will be computed by multiplying the employee's current base rate of pay by the number of hours of vacation allowance taken.

4. **Vacation Scheduling.**
 - a. Each calendar year, all employees will project their respective extended vacation use (five (5) days or more) through the end of the calendar year and submit this requested vacation leave during the month of January. Employees who submit requested vacation at this time will receive approval based on seniority. The approved vacation schedule will be distributed and posted by the immediate Supervisor on or about February 1st. Reasonable requests for date and length of vacation usage will not be denied.
 - b. Vacations of less than five (5) days or requested after the month of January will be scheduled through the Supervisor to the Department Head with due consideration given to operational needs, staffing requirements, employee's length of service and employee preferences, in the order listed.
 - c. Vacations are approved with the understanding that the employee will have sufficient vacation time accrued at the time of leave to cover the entire period of vacation leave. Employees that do not have enough vacation time to cover their leave, will only be allowed to take those days for which paid vacation time is available. Leave without pay will not be granted for vacation purposes.
 - d. Barring extenuating circumstances, Supervisors will respond to all written time off requests within five (5) calendar days from the date of receipt. If an extenuating circumstance exists, the Supervisor will communicate the anticipated response date to the employee. The employee's time off request will be returned to the employee with either approved or denied marked on the form. If denied, an explanation as to the reason for the denial will be written on the form as well.
5. **Accumulation of Vacation.** An employee's unused vacation hours may not exceed, at any time, the number of vacation hours accruable in fifty-two (52) pay periods. No additional vacation hours will be accrued until the unused vacation hour balance is reduced below the maximum allowable level. There are two exceptions when this cap does not apply: when an employee is out on a job related injury (limited to the ninety (90) calendar day pay continuous period) and/or if the employee has been prevented by the AIRPORT AUTHORITY, as substantiated by the Supervisor and/or Department Head, from taking his/her vacation hours. Nothing in this paragraph shall preclude an employee from availing himself/herself of the provisions of Article 22, Leaves of Absence.
6. **Death of an Employee.** If an employee dies and was entitled to accumulated vacation hours under this Article, the heirs of such deceased employee who are given priority to succeed to his/her assets under the laws of intestate succession of this state, or the executor or administrator of his/her estate, upon submitting satisfactory proof of their entitlement, shall be paid a lump sum payment for such accumulated vacation hours of such deceased employee at his/her last base rate of pay.

C. **HOLIDAYS. Regular paid holidays are:**

- | | | |
|----|-------------------------------|-------------------------------|
| 1. | January 1 | New Year's Day |
| | Third Monday in January | Martin Luther King's Birthday |
| | Third Monday in February | President's Day |
| | Last Monday in May | Memorial Day |
| | July 4 | Independence Day |
| | First Monday in September | Labor Day |
| | Last Friday in October | Nevada Day Observed |
| | November 11 | Veteran's Day |
| | Fourth Thursday in November | Thanksgiving Day |
| | Friday Following Thanksgiving | Family Day |
| | December 24 | Christmas Eve |
| | December 25 | Christmas |
| | Floating Holiday | |
2. Employees who do not actually work the holiday as listed in C.1., above, will receive eight (8) hours of holiday pay if full-time and four (4) hours of holiday pay if part-time at their base salary on the date the holiday actually occurs. These hours are excluded from overtime and will not create an overtime status.
3. Employees who work on the date the holiday actually occurs as listed in C.1., above, will be paid two and one half (2½) times their base salary for all time actually worked on the holiday.
4. Any employee who has not taken the Floating Holiday listed in C.1., above, by the last paycheck in June of any given year, will receive eight (8) hours of holiday pay if full-time and four (4) hours of holiday pay if part-time at their base salary for the Floating Holiday on the last paycheck in June of that year. These hours are excluded from overtime.
5. If an employee desires time off to observe a holiday not listed above, such time off may be granted, subject to staffing needs of the department.
6. Holiday work will be scheduled based on an employee's regular working shift. In cases where an employee has requested the day off and the shift needs to be filled or in departments where reduced staffing is implemented for some or all holidays, employees will be offered holiday work on these days in the same manner as overtime is offered - via the Seniority List (see Article 24, section C. – Assignment of Overtime).

a. **Eligibility Requirements.**

- (1) Holiday pay benefits apply to all regular full-time and regular part-time employees.
- (2) An employee who is on paid leave of absence will be eligible for holiday pay for a designated holiday observed during the leave of

absence (including those employees receiving donated leave). Employees on an unpaid leave of absence will not be eligible for holiday pay for any holiday that occurs during the unpaid leave of absence.

- (3) An employee not working the holiday must work his/her entire scheduled shift (unless the employee is sent home from work by his/her supervisor/manager) or have previously approved leave immediately prior to and after the holiday in order to receive holiday pay. Leave must be scheduled and approved at least 24 hours in advance.

Employees originally scheduled to work the holiday that do not end up working the holiday and do not have leave previously scheduled and approved at least 24 hours in advance will not be eligible for holiday pay for that non worked day.

- D. **MISCELLANEOUS BENEFITS.** The parties agree that, from time to time, programs that benefit employees may become available. Prior to implementation of new programs, the AIRPORT AUTHORITY agrees to inform the UNION and, if requested, to meet with the UNION to hear its recommendations regarding new programs.
- E. **RETIREMENT.** The AIRPORT AUTHORITY shall pay one hundred percent (100%) of the State retirement contribution for eligible employees.
- F. **LONGEVITY PAY.** The AIRPORT AUTHORITY shall pay regular full-time employees hired prior to July 1, 1990, and with five (5) or more years of AIRPORT AUTHORITY service, longevity pay beginning at the rate of fifty dollars (\$50) annually with annual increase of fifty dollars (\$50) for each additional year of service up to maximum of twenty (20) years of service. The AIRPORT AUTHORITY will make such payments annually on December 1. The AIRPORT AUTHORITY will not credit service prior to June 16, 1979, for purposes of calculating longevity pay pursuant to the Airport Authority's Board Resolution No. 18, dated June 14, 1979.
1. The AIRPORT AUTHORITY shall pay regular part-time employees a pro rata share of longevity pay on the basis of their actual hours in pay status during the preceding year, divided by 2,080, times the amount of the annual longevity payment for which the employee is eligible.
 2. Employees become eligible for the annual payments on November 15. Employees who are eligible and have not been separated from AIRPORT AUTHORITY service as of November 15 will receive longevity pay on December 1.
 3. Separation from AIRPORT AUTHORITY service terminates the employee's eligibility for longevity pay, unless the separation is a result of a reduction in force/layoff, in which case if the employee is re-employed in a regular position in accordance with Article 14, Reduction in Force/Layoff, he/she will be entitled to

longevity pay based on his/her total length of service as if no break in service had occurred.

<u>Total Completed Years Of Continuous Airport Authority Service</u>	<u>Annual Longevity Payment*</u>
5	\$50
6	\$100
7	\$150
8	\$200
9	\$250
10	\$300
11	\$350
12	\$400
13	\$450
14	\$500
15	\$550
16	\$600
17	\$650
18	\$700
19	\$750
20	\$900

* For full-time employees

G. ON THE JOB INJURY

1. All employees shall be covered by a Workers Compensation Program. This Program will conform to all provisions of the NRS and provide for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries, illnesses, and occupational diseases.
 - a. In the event an employee is absent from work due to a job related injury, illness, or occupational disease, which is accepted by the Workers Compensation carrier under NRS 616 and/or 617, the AIRPORT AUTHORITY shall pay that employee the difference between awarded temporary total disability (TTD) payments and his/her full salary for a period of ninety (90) calendar days unless the following provisions apply: 1) he/she is able to perform his/her normal duties; 2) he/she is able to perform modified duties; 3) the AIRPORT AUTHORITY is able to provide work in accordance with Nevada Administrative Code 616; or 4) he/she becomes qualified to receive permanent disability compensation, whichever event occurs first. The AIRPORT AUTHORITY will make every reasonable effort to return an employee back to work at the AIRPORT AUTHORITY. The supplemental compensation will start from the first day of absence or illness. During such period the employee will accrue sick and vacation benefits as if he/she were in full pay status.

Further, during such period the AIRPORT AUTHORITY will continue its full contribution toward the employee's group medical insurance coverage. The parties recognize that contractual obligations with the insurance carrier may require that an employee be in pay status for a minimum number of hours in order to be eligible for medical insurance coverage. In that event, the employee may remain in pay status by endorsing his/her Worker's Compensation TTD check over to the AIRPORT AUTHORITY. The AIRPORT AUTHORITY will then pay the employee his/her full salary. If the employee elects not to remain in pay status, he/she may be required to pay the full amount of his/her medical insurance premiums. If he/she does not pay such premiums and allows medical insurance coverage to lapse, reinstatement of such coverage will be subject to the requirements of the insurance carrier.

Employees performing a temporary modified duty assignment may work an altered schedule, dependent upon their medical restrictions and the modified duty assignment. Employees will remain in full pay status while performing modified duties, even if their medical restrictions call for less than a full day of work.

- b. In addition, if the employee is temporarily disabled for a period longer than ninety (90) calendar days and he/she desires to remain in full pay status, he/she may use accrued sick or vacation time in conjunction with TTD payments. He/she may then elect to endorse his/her TTD check over to the AIRPORT AUTHORITY in exchange for his/her full paycheck as set forth above.
- c. If the employee has exhausted pay continuance, he/she may apply for, or be placed on by the AIRPORT AUTHORITY in absence of this application, a medical leave of absence under Article 22, Leaves of Absence, for additional time off work.

- H. The AIRPORT AUTHORITY will consult with the UNION regarding terms of any Voluntary Early Separation Program prior to implementation.
- I. The AIRPORT AUTHORITY and the UNION shall implement a bilingual services program consistent with the AIRPORT AUTHORITY'S Bilingual Pay Policy as may be modified or revised during the term of the Agreement.

ARTICLE 9 - POSITION OPENINGS AND EXAMINATIONS

- A. Position openings under the jurisdiction of this Agreement shall be announced on an open competitive or AIRPORT AUTHORITY internal employee only basis and shall be posted by the AIRPORT AUTHORITY at each section work area for not less than ten (10) calendar days, unless the opening will be filled from a valid eligibility list as indicated in section B, below. At the time of posting, copies of each announcement described above shall be provided to the UNION.

Employees serving their initial probationary period, as described in Article 10, section A, shall not be eligible to apply for any position that is posted as "Internal Only".

- B. At the completion of any selection process, all candidates deemed qualified for the position, as determined solely by the AIRPORT AUTHORITY, shall be placed on an eligibility list. This list may be utilized to fill future vacancies without the need to announce/post the future position opening. A copy of this list will be sent to the UNION via email within five (5) calendar days.

Eligibility lists will be in effect for nine (9) months from the date established.

- C. Any UNION employee who applies for a posted/advertised vacancy and is not selected for the position, may request an opportunity to meet with a Human Resources Specialist to review said employee's qualification and be given feedback regarding their performance during the recruitment/testing process. It is understood that such feedback is no guarantee of future promotions. The denial of a promotion is not grievable under the terms of this Agreement.

ARTICLE 10 - PROBATION/PROMOTION/DEMOTION

- A. **INITIAL PROBATION.** Initial Probation is limited to the initial six (6) or twelve (12) month period, as reflected in Appendix 4, which an employee serves from the date of his/her initial hire/rehire. No regular employee (unless affected by the provisions of C, below) shall be required to serve any further initial probationary period. During the probationary period, the employee's immediate Supervisor will counsel the probationary employee at least once every three (3) months to assess the adjustment of the employee to the position. A written record of the counseling will be signed by the employee and placed in the employee's personnel file.

Full-time or part-time probationary employees will be eligible for the insurance benefits outlined in Article 8, section A, on the first day of the next month after completion of two (2) months of continuous service with the AIRPORT AUTHORITY. A probationary employee will be credited vacation accrual at completion of six (6) month's continuous service for all service time. A probationary employee will be entitled to benefits in the following Articles: Safety and Health; Uniforms; Physical Examinations; and Licenses and Fees. A probationary employee will also be entitled to sick leave, holiday pay, and one hundred percent (100%) paid retirement contribution. A probationary employee will be covered by Worker's Compensation Insurance as required by State law. A probationary employee shall not be entitled to the benefits of Article 23, Education and Development, until completion of the initial probationary period. At the end of a successful probationary period an employee shall be considered a regular employee under the terms of this Agreement and shall be entitled to all applicable pay, benefits, and accruals provided for herein.

1. **PROMOTION.** Upon promotion, an employee shall serve an appropriate six (6) or twelve (12) month qualifying period, as reflected in Appendix 4. Should an employee, promoted either inside or outside of the bargaining group, desire to return to his/her former position within a three (3) month period after the effective date of the promotion, the employee shall be allowed to return to the position he/she held prior to the promotion or an equivalent position.

Should the AIRPORT AUTHORITY find an employee promoted to another position inside of the bargaining group unsuitable to perform the duties of the new position within the appropriate six (6) or twelve (12) month qualifying period of such promotion, pursuant to such written reviews and except as a form of discipline, it will permit the employee to return to the same classification to that held prior to the promotion.

An employee returning to a former position, an equivalent position or a former classification shall be entitled to the same pay, benefits and seniority he/she would have been entitled to absent the promotion. In such event, an employee who subsequently filled the promoted employee's position shall be allowed to return to his/her prior employment status within the AIRPORT AUTHORITY, if available.

C. **DEMOTION.**

1. If a regular employee requests and is allowed a voluntary demotion to a classification never before held, the affected employee will serve a qualifying period, will not be credited with classification seniority, but will retain all time in service for purposes impacted.
2. Should an employee promoted to a higher level position within his/her same department (e.g. Parking Lot Attendant to Parking Shift Leader or Facilities Tech IV to Facilities Tech V) decide to accept a voluntary demotion to a formerly held classification in which the employee completed a probationary period or served in the classification for at least twelve (12) months, the employee will be credited with all time accumulated in both classifications for purposes where seniority is a factor, e.g., shift bidding, layoff, etc.

Employees promoted to a position outside their department and then demoting to a formerly held classification will only be credited with time accumulated in that specific classification.

Upon demotion, the employee shall be entitled to the same pay he/she would have been entitled to absent the promotion, including any increases the employee would have received.

3. Sustained unsatisfactory performance may result in involuntary demotion by the AIRPORT AUTHORITY.

ARTICLE 11 - TEMPORARY ASSIGNMENT TO HIGHER POSITION

- A. **AUTHORITY'S RIGHT TO ASSIGN.** The parties recognize the AIRPORT AUTHORITY's right to assign and direct its employees. However, the AIRPORT AUTHORITY will endeavor to keep employees working within their respective positions. Human Resources will notify the UNION, in writing, within three (3) working days of the end of the pay period, of any initial or extended temporary assignments of employees to higher positions inside or outside the bargaining unit. Employees assigned outside the bargaining unit to temporary supervisory assignments may not issue discipline.
- B. **COMPENSATION.** In the event of a temporary assignment of duties to a higher position, the employee shall be compensated as follows:
1. Pay for work in a higher classification is a short term remedy in those instances where temporary replacement is required for an incumbent of a position who is not available to perform the duties of the position. In making the assignment, the AIRPORT AUTHORITY shall assign the work to the next lower position provided there are qualified employees available.

Employees serving their initial probationary period, as described in Article 10, section A, may not be selected for a temporary assignment of duties to a higher classification.
 2. If an absence of an incumbent requires assignment of another employee to duties which may qualify for pay for work in a higher position, the Department Head shall decide which employee will be assigned to such assignments by submitting the appropriate form to Human Resources within the first five (5) working days of the assignment.
 - a. The nature of the assignment must be such that the employee in the lower position becomes responsible for the duties of the higher position.
 - b. Employees selected for the assignment are expected to meet the minimum qualifications for the higher position. Selection of persons not meeting the minimum qualifications may be made only when a person who meets the minimum qualifications is unavailable. Such selections must be justified in writing and included in the Department Head's request.
 - c. Pay for work in a higher position shall not be utilized as a substitute for regular merit or promotional procedures and may not be utilized in lieu of permanently filling a vacancy through normal hiring procedures.
 3. Employees are eligible for additional pay when the employee is responsible for the higher assignment for at least one full shift.
 4. The rate of pay for the assignment shall be five percent (5%) above the current salary of the selected employee or the lowest salary for the higher position, whichever is greater.

5. The employee's status in his/her regular position continues and his/her anniversary and salary review dates are determined by his/her regular position.
6. Overtime pay will be effected on the basis of the adjusted hourly rate.
7. Authorization for higher pay assignments shall be for a specified period but not for more than six (6) months. An extension may be granted by the President/CEO, in which case the employee will receive an additional five percent (5%) salary adjustment.
8. Human Resources shall be notified immediately when a higher pay assignment is terminated.
9. Emergencies. Notwithstanding the above provisions, a Department Head may submit a request for higher pay for an employee(s) when an emergency occurs that meets the parameters of either applicable Federal Aviation Administration (FAA) Regulations or NRS 288.150(4).

ARTICLE 12 - ESTABLISHMENT OF NEW POSITIONS

In the event the AIRPORT AUTHORITY creates a new position under which the UNION is recognized as the exclusive bargaining agent pursuant to this Agreement or NRS 288, the UNION shall be first notified in writing at least thirty (30) calendar days prior to beginning the hiring process. The parties shall enter into lawful negotiations with regard to conditions of employment negotiable under NRS 288 or pursuant to the past practices of the parties for such new position, including the new position's equitable relationship to existing positions, hours of work, and the applicable wage rate for such new position. If, within thirty (30) calendar days after notification of the new position, no agreement concerning conditions of employment has been reached, the UNION will initiate the Grievance Procedures in accordance with Article 15 to resolve any disputes pertaining to this Article, beginning at Step 1.

ARTICLE 13 - SCOPE OF POSITION DUTIES

- A. The UNION recognizes the AIRPORT AUTHORITY'S right to hire, direct, assign or transfer an employee pursuant to NRS 288. However, the AIRPORT AUTHORITY will make a good faith effort to keep employees working within their respective positions.
- B. In the event there is an assignment of duties which an employee or the UNION believes alters the position significantly, the employee or the UNION may request to have the position studied by Human Resources beginning with the completion of a Position Description Questionnaire (PDQ) to be completed by the affected employee and his/her Supervisor or Department Head. If Human Resources fails to complete this study within ninety (90) calendar days after the PDQ is submitted to Human Resources, or if the employee or the UNION, disagree with the results of the study, the matter may be appealed through the Grievance Procedure, Article 15. An appeal process through the Grievance Procedure shall be the exclusive remedy for these matters.
- C. The AIRPORT AUTHORITY will notify the UNION, in writing, of its intent to make any changes that significantly alter the job duties or responsibilities of the job classifications/descriptions covered by this Agreement no less than thirty (30) calendar days prior to any such scheduled/proposed changes. Any proposed changes are subject to the provisions of NRS 288.150, et seq.

ARTICLE 14 - REDUCTION IN FORCE/LAYOFF

- A. Prior to implementation of any reduction in force/layoff, the AIRPORT AUTHORITY agrees to meet with the UNION to discuss and consider the UNION recommended alternatives to any reduction in force/layoff. Such alternatives may include, for example, but are not limited to: readjustment of personnel through transfer to other positions, reduction in workweek, leave of absence, voluntary layoff, job sharing and/or other methods of staffing which may minimize mandatory reduction in force/layoff.
- B. Whenever it is necessary for the AIRPORT AUTHORITY to reduce the number of positions, by classification, under the jurisdiction of this Agreement due to lack of work or lack of funds pursuant to NRS 288.150; emergency, temporary, on-call and probationary employees shall be laid off before any employees under the jurisdiction of the Agreement; regular part-time employees in that designated classification(s) shall be laid off next and regular full-time employees in that designated classification(s), shall be laid off last. Regular full-time employees shall be laid off in inverse order of their length of service by classification. For purposes of this Article, "length of service" refers to the actual time the employee has in the classification, not necessarily equal to continuous length of service with the AIRPORT AUTHORITY.

Bumping Rights. Any employee being laid off shall have the option to retain employment by requesting to assume the position of any employee in the bargain unit with less seniority (total length of service with the AIRPORT AUTHORITY), provided that:

1. The employee has held that position with the AIRPORT AUTHORITY within the previous two (2) year period prior to the effective date of the reduction in force/layoff or the employee's current position requires equal or higher qualifications than the position the employee is requesting to assume; and
2. The employee still maintains/has the proper qualifications and ability to perform the job which they are requesting to assume as determined solely by the AIRPORT AUTHORITY, whose determination is not subject to the grievance procedure.

Any employee whose position is being assumed also maintains the option to retain employment by exercising these same bumping rights under the same requirements as above.

- C. For each position, Human Resources shall maintain a rehire list consisting of names of employees, in order of seniority in a budgeted position, who have been separated from service by reduction in force/layoff. Such employees shall be given the opportunity to be rehired before any new employees are hired in that position. Individual names shall remain on the rehire list for a period of one (1) year unless extended by the President/CEO. Employees who have been laid off may also apply for any other open recruitment for which they are qualified.

- D. The AIRPORT AUTHORITY will notify the UNION of any proposed reduction in force/layoff at least five (5) calendar days prior to the official notification of employees affected thereby. Such notification will include the reasons for the reduction in force/layoff and the number and types of positions affected. The UNION will then make its views and recommendations known to the AIRPORT AUTHORITY regarding the implementation of such proposed reduction in force/layoff. It is incumbent upon the UNION to keep all information related to the reduction in force/layoff confidential until the AIRPORT AUTHORITY gives notice to the affected employees.
- E. All reduction in force/layoffs will be carried out in strict compliance with applicable laws and regulations.
- F. The AIRPORT AUTHORITY shall give affected employees forty-five (45) calendar days prior written notice of reduction in force/layoff. Notice shall be deemed as received seven (7) calendar days after certified mailing to the employee's home address of record.
- G. The AIRPORT AUTHORITY will cooperate with any employee who is laid off as a result of a reduction in force/layoff and the State Employment Service (or equivalent agency) in determining the rights to be afforded such employee and will inform such employee of the method and procedures to follow in applying for any available benefits.
- H. Any employee separated from service by reduction in force/layoff shall receive:
1. Payment of six (6) months of COBRA coverage for existing medical, dental, and vision insurance for the employee and his/her dependents already covered by the plan on the date of notice of reduction in force/layoff.
 2. Two (2) weeks pay for each full year of service, to a maximum of twenty (20) weeks. Any partial year of service will be prorated at the same rate.
 3. All accrued vacation time as a lump sum payment.
 4. All accrued sick time paid at fifty percent (50%) of the employee's current hourly rate as a lump sum payment.
 5. All eligible longevity pay on a prorated basis.
 6. All eligible education reimbursement for those individuals currently enrolled on the date of notice of reduction in force/layoff.
 7. Any employee separated from service by reduction in force/layoff shall be responsible for all applicable taxes associated with payments referenced in 2 – 6, above.

ARTICLE 15 - GRIEVANCE PROCEDURE

- A. **Definition.** For purposes of this Agreement, a grievance is defined as a dispute between the UNION and the AIRPORT AUTHORITY involving the meaning, interpretation, application or enforcement of this Agreement that arises during the term of this Agreement. Except where otherwise stated in this Agreement, all grievances shall be subject to final and binding arbitration pursuant to this Article 15 during the term of this Agreement. For the purpose of this Article, "calendar day" means any calendar day excluding Saturdays, Sundays and holidays.
- B. **Time Limit for Filing Grievance.** Grievances shall be filed within fifteen (15) calendar days of the date the grievant knew, or reasonably should have known, of the event giving rise to the grievance.
- C. **Documentation of Grievance.** Any grievance shall be reduced to writing and submitted to the Vice President of Human Resources on the form attached as Exhibit 7. The UNION is the only party with the authority to advance a grievance to arbitration, however, an employee may separately access the arbitration procedure upon the signing of a waiver relieving the UNION of all costs related to arbitration and all effects and affects of any decision impacting the responsibilities of the UNION in applying the terms and conditions of this Agreement.

For the purpose of attempting to resolve grievances prior to arbitration, the parties shall make full disclosure to each other of all facts and evidence known to them that bear on the grievance.

- D. **Procedure for Adjusting Grievances.** All grievances shall be adjusted exclusively in the following manner:
1. **Step One Grievance Meeting.** An informal fact-finding meeting shall be held within fifteen (15) calendar days of the submission of the written grievance. The meeting shall involve the grievant; one (1) AIRPORT AUTHORITY representative, who shall be employed in the AIRPORT AUTHORITY's Human Resources Department; one (1) AIRPORT AUTHORITY management representative from the grievant's department or from a higher level of management; and one (1) UNION representative. The AIRPORT AUTHORITY's representatives, the UNION and the grievant may bring witnesses who can present relevant facts concerning the situation precipitating the grievance. If either party would like additional participants present in the meeting, they must obtain the other party's consent at least twenty-four (24) hours prior to the meeting.

The response to the grievance shall be made in writing within ten (10) calendar days of the conclusion of the meeting.
 2. **Step Two Grievance Meeting.** Where a grievance remains unresolved after the meeting described in subparagraph D.1., above, if the UNION wishes to proceed to the Step Two Meeting it must make a written demand to the AIRPORT

AUTHORITY for a Step Two Meeting within ten (10) calendar days from the date of the response to the Step One Meeting. The Step Two Meeting shall be held within ten (10) calendar days of the submission of the request. The meeting shall involve the grievant; one (1) AIRPORT AUTHORITY representative, who shall be employed in the AIRPORT AUTHORITY's Human Resources Department; one (1) AIRPORT AUTHORITY management representative consisting of the COO or designee; one (1) UNION representative and, if desired, the UNION's attorney. The AIRPORT AUTHORITY's representatives, the UNION and the grievant may bring witnesses who can present relevant facts concerning the situation precipitating the grievance. If either party would like additional participants present in the meeting, they must obtain the other party's consent at least twenty-four (24) hours prior to the meeting.

The response to the grievance shall be made in writing within ten (10) days of the conclusion of the meeting.

3. **Mediation.** If not resolved at the meeting described in subparagraph D.2., above, within five (5) calendar days of the response to the grievance, the parties agree to submit the grievance to mandatory mediation with the Federal Mediation and Conciliation Service ("FMCS") by written submission to the FMCS. Should the parties not agree on a date for a mediation session within thirty (30) calendar days of the written submission to FMCS, the UNION may, pursuant to the deadline and procedures in subparagraph D.4., below, submit the matter to arbitration. Prior to the arrival of the arbitration hearing date, the parties will continue to proceed with FMCS mediation.
4. **Arbitration.** Where a grievance remains unresolved after the meeting described in subparagraph D.2., above, if the UNION wishes to proceed to arbitration it must make a written demand to the AIRPORT AUTHORITY for arbitration within ten (10) calendar days from the date of the response to the grievance. The UNION and AIRPORT AUTHORITY shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Services (FMCS).

The parties shall each alternately strike two (2) arbitrators from the FMCS panel, leaving three (3) remaining arbitrators. The parties agree to make a written request for available dates from the remaining three (3) arbitrators. The parties agree to select the arbitrator who provides the earliest date that is no sooner than 30 calendar days from the date of the written request for dates, provided that both parties and their attorneys are available on that date. If the parties are unable to agree on an arbitrator within 10 calendar days of receiving dates from the arbitrators the parties shall each strike one additional arbitrator from the remaining three (3) and the dispute will be submitted to the final arbitrator remaining. The party who shall strike first shall be decided by coin-toss. Once the arbitrator is selected, a change in the date of the hearing shall not affect the arbitrator's selection by the parties. No arbitrator shall be chosen to serve in two (2) consecutive arbitrations unless by mutual consent of the parties. The arbitrator shall be notified in writing of his/her selection, and shall have no

authority, jurisdiction or power to amend, modify, nullify or add to the provisions of this Agreement.

No evidence shall be introduced as to the withdrawal, during negotiations of a proposal during collective bargaining. Nothing in this Agreement changes the discharged employee's obligation to mitigate his or her damages. The award of the arbitrator shall be final and binding upon the AIRPORT AUTHORITY, the UNION, and the employee(s) involved.

Except in discharge cases, the fees and expenses of the arbitrator shall be shared equally by the AIRPORT AUTHORITY and the UNION. In discharge cases the fees and expenses of the arbitrator shall be paid by the losing party, provided that if reinstatement is ordered by the arbitrator with less than full back pay, the fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expense of preparing its case and shall make arrangements for the expense of its own witnesses or others selected or called by a party to attend or appear before the arbitrator.

If a court reporter is requested by either party, the requesting party shall pay the costs of the reporter. If the record is transcribed, the requesting party will pay the transcription costs unless mutually agreed to share the cost. Any other party desiring a copy will pay for the copy. If the Arbitrator requires a reporter and transcript, the parties will share the cost equally.

- E. **Time Limits.** The time limits and other provisions set forth in this Article 15 cannot be extended or waived unless mutually agreed in writing, and failure on the part of the UNION to comply with the time period set out above shall result in the grievance being considered waived or abandoned. The AIRPORT AUTHORITY may raise the issue of the timeliness or waiver up to and including at arbitration, and its failure to raise the issue previously will not be deemed to invalidate the defense. If the AIRPORT AUTHORITY fails to respond within the time limitations outlined herein, the UNION may proceed to the next step of the grievance and arbitration process and shall not be deemed a waiver. Arbitrations shall be limited to a single grievance for a single employee, unless the AIRPORT AUTHORITY and UNION mutually agree to the contrary.
- F. Any settlement of a grievance between an individual employee and the AIRPORT AUTHORITY shall be consistent with the terms and provisions of this Agreement, and a UNION representative shall be present at these discussions and determinations regarding a settlement.

ARTICLE 16 - DISCIPLINE

- A. The AIRPORT AUTHORITY shall not take any disciplinary action against an employee without just cause. "Disciplinary action" is defined as: verbal or written reprimands, suspension from work with or without pay, or discharge.

For purposes of this Article, "calendar day" means any calendar day excluding Saturdays, Sundays and holidays.

Disciplinary actions are to be documented on a Disciplinary Action form, a copy of which is attached hereto as Appendix 3 and made a part hereof. The original of the disciplinary action form shall be placed in the employee's Personnel file, after the employee has first had the opportunity to read and sign the form. Copies of the disciplinary action form shall be sent to the UNION via email within five (5) calendar days, with no additional copies being made or distributed, except by the employee, the UNION, or by Human Resources for matters related to grievances or for legal purposes.

1. The AIRPORT AUTHORITY will apply the principles of progressive discipline in all disciplinary matters, the goal being to correct or improve an employee's unsatisfactory job performance and/or behavior which does not meet the written standards, or demands of the duties and responsibilities of the position. The disciplinary measures used shall be commensurate with the deficiency to be corrected.

Whenever an employee is to be subjected to an investigatory interview which interview the employee reasonably believes might result in disciplinary action, the employee may request representation at the interview. The exercise of the employee's right to representation at an investigatory interview may not interfere with the AIRPORT AUTHORITY's legitimate prerogative to hold an investigatory interview without delay.

B. PROCEDURES FOR DISCIPLINE

1. **Time Frames.** Any disciplinary action must be given to/signed by the employee within twenty (20) calendar days of the date the AIRPORT AUTHORITY knew, or reasonably should have known, of the alleged infraction. Failure on the part of the AIRPORT AUTHORITY to comply with the twenty (20) calendar day time period will waive the AIRPORT AUTHORITY'S right for discipline or discharge over the employee. This time frame, however, may be extended upon mutual agreement of the parties.
2. **Verbal Reprimand.** When the AIRPORT AUTHORITY believes an employee's job performance and/or behavior, as defined in A, above, requires improvement or correction, that employee's Supervisor will notify the employee that a verbal reprimand will be issued. The verbal reprimand will be documented by a written report of the discussion, including any corrective action to be taken. Notwithstanding the foregoing, however, this action shall constitute a verbal

reprimand only and the written report shall state that this is strictly a verbal reprimand documented in writing for purposes of record keeping. The AIRPORT AUTHORITY shall place the original verbal reprimand in the employee's personnel file, provided the employee has first had the opportunity to read and sign such verbal reprimand. Verbal reprimands shall expire eighteen (18) months after date of issuance.

3. **Written Reprimand.** Following one (1) or more verbal reprimand(s), if the AIRPORT AUTHORITY believes the unsatisfactory job performance and/or behavior, as defined in A, above, has not improved and further disciplinary action is necessary, the AIRPORT AUTHORITY will notify the employee. A written reprimand shall state the nature of the offense, provide notification of needed corrective action, and specify a reasonable time period in which the correction may be made and any future disciplinary action which will be taken against the employee if the offense is repeated within the specified time limit.

The AIRPORT AUTHORITY shall place the original written reprimand in the employee's personnel file; provided the employee has first had the opportunity to read and sign such written reprimand. Written reprimands shall expire twenty-four (24) months after date of issuance.

4. **Suspension.** If, despite previous verbal and written reprimands, from the AIRPORT AUTHORITY, an employee fails to reach required job performance and/or behavior standards in the specified time period, the AIRPORT AUTHORITY may suspend such employee from work without pay for a time period of from one (1) to thirty (30) calendar days. Further, the AIRPORT AUTHORITY may suspend an employee without pay pending discharge of that employee. If an employee is subsequently found to have been suspended without just cause, the AIRPORT AUTHORITY will retroactively reinstate all his/her pay and benefits for the period of suspension. Suspension reprimands shall expire twenty-four (24) months after date of issuance.
5. **Discharge.** Failure by an employee to correct unsatisfactory job performance and/or behavior, as defined in A, above, during previous steps in the progressive discipline process, may result in discharge as set forth in Article 17.
6. **Appeal.** An employee may appeal any disciplinary action via the Grievance Procedure as stated in Article 15, beginning at the next level in the chain of command above the level at which the disciplinary action was issued.

- C. Nothing shall be used against an employee in a suspension or other disciplinary action unless the employee has been notified in writing. In the event that there has been such notification, that notification shall not be used against the employee after its expiration date, as indicated above, discounting periods of leaves of absence. There is no expiration date for any disciplinary action taken against an employee arising out of a matter covered under Title VII of the Civil Rights Act of 1964.

- D. After issuance of disciplinary action and upon written request by the UNION, the AIRPORT AUTHORITY will provide a copy of all documents and other evidence relied upon for the disciplinary action within 24 hours of request.

ARTICLE 17 - DISCHARGE

- A. The AIRPORT AUTHORITY shall not discharge a regular employee without just cause. Further, the AIRPORT AUTHORITY may suspend an employee without pay pending discharge. However, a decision to suspend an employee pending his/her discharge will be made based on the reasons for such discharge and will be utilized only when the employee is suspected of gross misconduct, conduct which gives rise to a clear and present danger to public health and safety or when his/her continued presence at work during the interim period would seriously and substantially disrupt normal Airport operations.
- B. An employee being discharged shall have the right to representation by an employee representative, as defined in Article 6, and one (1) UNION non-employee representative or retained counsel of his/her choice (if he/she has waived the right to such UNION representation in writing) during any hearings, investigatory proceedings, investigation of underlying conduct at all stages, or meetings conducted in conjunction with such proposed discharge. Further, no such hearings, proceedings or meetings shall be held in the absence of an employee representative and/or retained counsel unless the right to such representation has been waived in writing by the employee.

The UNION agrees to provide the AIRPORT AUTHORITY with a list of duly authorized employee representatives and maintain its currency. Unless otherwise approved, in writing by the UNION, only listed UNION representatives will be allowed into any investigatory interview as the employee's advocate.

The employee, his/her UNION representative and/or retained counsel shall have the right to respond to the charges and all allegations presented by the AIRPORT AUTHORITY at any such hearing, proceeding or meeting.

C. **PROCEDURE FOR DISCHARGE**

1. Before taking action to discharge, the AIRPORT AUTHORITY shall serve notice in writing of such discharge to the employee and the UNION and establish a date and time, within ten (10) calendar days of the alleged cause for discharge, for a pre-termination hearing before the appropriate Department Vice President. The notice will contain:
 - a. A statement of the proposed action;
 - b. A statement of the charges, including acts or omissions and grounds upon which the discharge is based;
 - c. If the employee allegedly violated a rule or regulation of the AIRPORT AUTHORITY, a copy of that rule or regulation and a statement by the AIRPORT AUTHORITY that the employee had been made aware of such rule or regulation prior to the alleged violation;

- d. A statement that the employee and/or the UNION may request copies of materials, if any, upon which the proposed action is based; and,
- e. A statement that the employee and/or the UNION has five (5) calendar days to appeal the discharge via the Grievance Procedure set forth in Article 15.

The parties may agree to mutually extend this time requirement. After this hearing, the Department Vice President will issue a written decision, within ten (10) calendar days, whether to terminate the employee.

- 2. Upon completion of the pre-termination hearing before the appropriate Department Vice President and the decision to uphold the discharge, an employee on administrative pay will be discharged.
- 3. If the employee and/or the UNION has complied with C.1.e., above, appealing the discharge in writing within the time allotted, he/she may appeal the discharge in accordance with the Grievance Procedure, as outlined in Article 15, beginning with Step 2.
- 4. If there is no appeal from the employee or the UNION within the time allowed, the employee will be deemed to have waived the right to protest or appeal the discharge.

ARTICLE 18 - REST/MEAL BREAKS

A. REST BREAKS

1. The AIRPORT AUTHORITY will grant all employees a paid fifteen (15) minute rest break during each four (4) hour shift. Employees who work a shift in excess of eight (8) hours will be granted an additional prorated rest break. Rest breaks will be scheduled and approved by the Supervisor with due consideration given to work coverage requirements within the department.
2. Employees may not leave AIRPORT AUTHORITY property during paid fifteen (15) minute rest breaks.
3. Employees that are required to work through their respective rest break(s) will be allowed, when available, to end their regularly scheduled shift earlier than normal by the amount of time that would have been spent on their rest break(s). Employees will still be paid through the end of their regularly scheduled shift.
4. Employees that are required to work through respective rest break(s) and are unable to end their regularly scheduled shift earlier than normal, will add any untaken rest break time into the electronic timekeeping system on the applicable day and will be paid for this time at their base rate of pay. This may result in an employee being paid for more than eighty (80) hours in a pay period at a non-overtime rate. Untaken rest breaks occurring during overtime hours will be paid at the overtime rate of pay.

B. MEAL BREAKS

1. All employees working a shift in excess of eight (8) hours shall be allowed a non-compensated meal break of not less than thirty (30) minutes but not more than sixty (60) minutes. Meal breaks will be scheduled and approved by the Supervisor and will generally occur in the middle of the employee's work shift.
2. Employees that are interrupted during or required to work through their meal break will be allowed, when available, to:
 - a. End their regularly scheduled shift earlier than normal by the amount of time lost from the interruption or by the amount of time that would have been spent on their meal break. Employees will still be paid through the end of their regularly scheduled shift;
 - b. Complete or take their meal break upon return from the interruption; or
 - c. Add the untaken meal break time into the electronic timekeeping system (this option is only available to employees that are required to work through their entire meal break). Overtime provisions may apply to this additional time.

3. Due to the nature of certain positions, the AIRPORT AUTHORITY has determined that some employees are required to be available during their entire shift for immediate response or due to other reasons and are therefore not consistently able to take a thirty (30) or sixty (60) minute meal break. Under these circumstances, employees will be paid for all hours worked, including any time given to take a meal break, not to exceed fifteen (15) minutes in duration.

ARTICLE 19 - SAFETY AND HEALTH

- A. **The AIRPORT AUTHORITY** shall at all times provide a safe and healthy working environment for all employees and shall make all reasonable provisions for the safety and health of employees and the public. Whenever an employee believes an unsafe or unhealthy working condition(s) exists, he/she shall immediately notify his/her Supervisor. In no event shall the AIRPORT AUTHORITY, after notification by an employee of a perceived unsafe condition, require any employee to perform his/her duties in such a work environment. Upon notification of such unsafe or unhealthy working condition(s), the Supervisor shall promptly investigate the situation and evaluate any risk to the employee or the work place. If the Supervisor finds the area safe for the employee to continue performance of his/her duties and the employee disagrees, the employee may request an evaluation of the situation by his/her designated employee representative. If any dispute remains, the matter will be referred to the Joint Safety Committee. The Joint Safety Committee shall promptly convene to attempt resolution. Further, in no event shall the AIRPORT AUTHORITY require any employee to perform his/her duties without the use of appropriate safety equipment, including, for example, but not limited to: steel toed shoes, prescription safety glasses (the AIRPORT AUTHORITY shall pay one hundred percent (100%) of the premium for safety glasses coverage, the nature of such coverage to be determined by the Insurance Committee) and non-prescription safety glasses as provided by the AIRPORT AUTHORITY, respirators and protective clothing, where such safety equipment is deemed necessary. Neither will the AIRPORT AUTHORITY allow any employee to perform his/her duties without the use of appropriate safety equipment where such safety equipment is deemed necessary by the AIRPORT AUTHORITY. Any employee who shows up at the job without the appropriate safety equipment shall be sent from the work site to retrieve same. The AIRPORT AUTHORITY shall not be required to pay any employee for time that employee is away from the job because he/she has failed to wear required safety equipment.
- B. **JOINT SAFETY COMMITTEE.** The AIRPORT AUTHORITY and the UNION will cooperate in the continuing objective of eliminating employee safety and health hazards from the work place by establishing an organizational-wide Joint Safety Committee to meet quarterly or more often as mutually agreed or as required to evaluate or investigate instances of unsafe or unhealthy working conditions and methods of selecting required safety equipment, pursuant to the dictates of C, below. Such Committee shall be comprised of four (4) representatives of the AIRPORT AUTHORITY, four (4) representatives of the UNION and may include representatives from other employee groups within the AIRPORT AUTHORITY. The purpose of such Committee shall be to bring to the AIRPORT AUTHORITY's attention the existence of any and all safety and/or health hazards in the work place and to insure a safe and healthy working environment for all employees. The Joint Safety Committee shall review existing AIRPORT AUTHORITY practices relating to employee safety and health and make recommendations and suggest changes to the AIRPORT AUTHORITY to improve conditions related to employee safety and health in the work place. Recommendations of the Joint Safety Committee shall be provided to the appropriate Department Head with a copy to the President/CEO to insure appropriate action. Nothing in this Article precludes

the Joint Safety Committee, absent the action it deems appropriate being taken, from reporting health and safety hazards to any appropriate authority. When disputes arise between the AIRPORT AUTHORITY and an employee and/or the UNION regarding matters of employee safety and/or health, the Joint Safety Committee shall convene to attempt resolution. If the Joint Safety Committee fails to resolve the matter within seven (7) calendar days, the employee and/or the UNION shall proceed with the Grievance Procedure set forth in Article 15, beginning at Step 2.

- C. **SAFETY EQUIPMENT.** In those instances where it is necessary for employees to use safety equipment and/or apparel to insure their health and safety in the performance of their duties, such safety equipment and/or apparel shall be provided by the AIRPORT AUTHORITY at no cost to the employee. It shall be the responsibility of the Joint Safety Committee to research, evaluate, and recommend all safety equipment and apparel provided hereby, including high quality safety shoes, insulated steel toed boots and shanked snow pak style boots. In order to access safety shoes, insulated steel toed boots and shanked snow pak style boots, eligible employees shall submit a written request to his/her respective Supervisor, as the need arises. Insulated steel toed boots and shanked snow pak style boots, unless otherwise allowed, may only be provided every two (2) years. All AIRPORT AUTHORITY provided safety equipment and apparel will not be used for personal use and will be stored in the lockers provided for employees.

Safety equipment and/or apparel which is lost or stolen, or damaged due to negligence or personal use, must be replaced by the employee. Safety equipment and/or apparel which is stolen, damaged or worn beyond reasonable repair in the course of normal work activities through no fault of the employee, shall be promptly reported, in writing, by the employee and turned in to the employee's Supervisor for authorization of replacement or repair. The AIRPORT AUTHORITY shall bear the cost of such replacement or repair and an employee's request shall not be unreasonably delayed or denied. Any denial by the AIRPORT AUTHORITY must be in writing. In the event the employee and/or the UNION dispute any such denial, the matter shall be submitted to the Joint Safety Committee for attempted resolution. If an employee is unable to work in a hazardous area during the period he/she is without such stolen or damaged/worn safety equipment and/or apparel, the AIRPORT AUTHORITY shall assign the employee to perform duties in an area not requiring the use of such safety equipment and/or apparel. In no event will any employee suffer loss of pay during the period he/she is unable to perform his/her normal duties because required safety equipment and/or apparel is unavailable or is being replaced or repaired unless such cause was determined to be caused by the employee's negligence or personal use of the required safety equipment and/or apparel.

- D. **HEARING EXAMINATIONS.** The AIRPORT AUTHORITY shall provide annual hearing examinations for any employee represented by the UNION, at no cost to the employee. The AIRPORT AUTHORITY, at its discretion, may schedule examinations at Reno/Tahoe International Airport or the office of a qualified practitioner.

E. COMMUNICABLE DISEASES AND TOXIC/HAZARDOUS WASTE

1. In the event an employee or his/her Supervisor suspects that, as a result of the course of duty, the employee has been exposed to, or is the carrier of a serious communicable disease, the employee may be relieved of duty without the loss of any pay or sick leave, and shall be taken immediately to a local emergency hospital or other appropriate treatment facility for diagnosis and treatment. It shall be the responsibility of the Supervisor to determine if or when the employee is permitted to leave duty for this purpose.

2. The employee shall be provided with preventive measures designed to protect the employee against communicable diseases. These measures shall include, but are not limited to, medical procedures such as hepatitis and other vaccines and blood tests, and medical equipment such as gloves, masks, and other products, equipment, and procedures that are intended to detect, prevent, or impede communicable disease. The use of protective equipment may be required by a Supervisor if it appears the non-use of this equipment may endanger the employee or another employee. Participation in any medical procedures, such as vaccination and testing, shall be at the discretion of the employee, and the AIRPORT AUTHORITY shall not be held responsible for any consequences to the employee as a result of the employee having or not having received any vaccinations or tests. This does not waive the employee's rights under Workers' Compensation.

ARTICLE 20 - PHYSICAL EXAMINATIONS

The AIRPORT AUTHORITY shall provide, at no cost to the employee, any physical examination statutorily required to perform his/her job.

ARTICLE 21 - UNIFORMS/PROTECTIVE CLOTHING/EQUIPMENT

- A. **UNIFORMS.** The AIRPORT AUTHORITY will designate which employees must wear uniforms in the performance of their jobs and will provide the uniforms and replace them as needed. Lost or damaged uniforms due to the employee's personal use of, or negligence, will be replaced by the employee at his/her own expense. It is the responsibility of the employee to maintain the uniform issued in a clean and neat condition. An employee's Supervisor shall determine if an employee's uniform does not meet minimum standards of cleanliness, neatness, and repair. If the employee's uniform does not meet the minimum standards of cleanliness, neatness, or repair, the employee will be required to return home and change into a suitable uniform with a subsequent loss of pay for the time away from the work site.
- B. **TOOLS AND EQUIPMENT.** When the AIRPORT AUTHORITY deems it necessary, in the operation of the Airport, to require employees to use specialty or general equipment or tools to accomplish work assignments, the AIRPORT AUTHORITY shall provide such equipment or tools. Lost or damaged tools and equipment due to the employee's use of, or negligence, will be replaced by the employee at his/her own expense. There shall be no personal use of AIRPORT AUTHORITY tools and/or equipment.
- C. **UNIFORMS/TOOLS/EQUIPMENT** which are stolen or damaged in the course of work activities or through no fault of the employee shall be promptly reported in writing by the employee to his/her Supervisor with the request that such stolen or damaged uniforms/tools/equipment be replaced or repaired. The AIRPORT AUTHORITY shall bear the cost of replacement or repair of such stolen or damaged uniforms/tools/equipment. Further, replacement or repair of such uniforms/tools/equipment shall be made promptly by the AIRPORT AUTHORITY.

ARTICLE 22 - LEAVES OF ABSENCE

- A. Leaves of absence are available to accommodate the compelling needs of employees when other forms of allowable absence are not available. The impact of such leaves of absence on the department shall be a major consideration in the approval process.

To the extent available, leave granted under this Agreement shall run concurrently with leave granted under the Family Medical Leave Act (FMLA) of 1993, as amended. To the extent any provisions of this Agreement and the FMLA of 1993 conflict, the provisions set forth in the FMLA of 1993, as amended, shall control. If a dispute arises concerning the application of the FMLA of 1993, as amended, the parties agree to resolve said disputes through the procedures set forth in Article 15.

B. LEAVES OF ABSENCE WITH PAY

1. **Military Leave.** This paragraph applies to an employee who is an active member of the Nevada National Guard or any reserve component of the United States Armed Forces and presents military orders to serve on active duty. Any employee who is an active member of the Nevada National Guard, or any reserve component of the United States Armed Forces, shall be relieved from duties upon presentation of orders from his/her military unit to serve on training duty without loss of regular compensation for a period not to exceed three (3) calendar weeks or one hundred twenty (120) hours in any one (1) calendar year. These do not have to be consecutive weeks or hours. The AIRPORT AUTHORITY shall not deduct such time from the employee's accrued vacation (as prescribed in the NRS).
2. **Sick Leave.** Regular full-time employees shall earn four (4) hours of sick leave per pay period. Regular part-time employees shall earn two (2) hours of sick leave per pay period.
 - a. Sick leave shall be granted when the employee is incapacitated due to illness, injury, pregnancy, childbirth or adoption. Sick leave shall also be granted when the employee is quarantined, receiving required medical or dental services or examinations, or upon need to provide care due to injury or illness of an employee's spouse, siblings, children/step children, parents, grandparents, other legal dependents, or any person living in the employee's home for sixty (60) calendar days or more. A doctor's statement may be required if circumstances so justify.
 - b. Sick leave shall be charged on the basis of actual time used to the nearest quarter hour. Holidays occurring during sick leave periods shall not be counted as sick leave time. Sick leave must be approved by an employee's Supervisor prior to payment of any accrued sick time.

- c. In no case will sick leave be granted in lieu of vacation time. If an employee is absent from work in excess of five (5) consecutive calendar days for any of the reasons listed above, the AIRPORT AUTHORITY will consider such absence a medical leave of absence and may require the employee to provide a doctor's statement of his/her condition. Upon exhausting all of his/her accumulated paid leave, an employee may request a medical leave of absence without pay, which request shall be granted by the AIRPORT AUTHORITY unless special circumstances exist.
- d. **Death of an Employee.** If an employee dies and was entitled to accumulated sick leave under this Article, the heirs of such deceased employee who are given priority to succeed to his/her assets under the laws of intestate succession of this state, or the executor or administrator of his/her estate, upon submitting satisfactory proof of their entitlement, shall be paid a lump sum payment for accumulated sick leave of such deceased employee, per the provisions of F.5., below.

- 3. **Bereavement Leave.** When a death occurs in an employee's immediately family, the employee may take up to five (5) days of sick leave to be used within six (6) months of the date of death to arrange and attend a funeral and/or to see to the affairs of the deceased's estate. This leave may be taken consecutively or non-consecutively. An employee's immediate family includes the employee's spouse, parents, stepparents, children, stepchildren, siblings, aunts, uncles, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

If an employee has no accrued sick leave, the AIRPORT AUTHORITY may advance sick leave from future accruals. If an employee has been advanced sick leave time and terminates prior to accruing the balance of the advanced leave time, such remaining balance will be deducted from his/her final time sheet and reflected in his/her termination paycheck. Under special circumstances, the employee's supervisor may approve additional vacation leave or unpaid time off if vacation is not available.

- 4. **Jury Duty.** Any employee receiving notice of jury duty shall submit a copy of the notice to his/her Supervisor promptly and shall work as much of his/her regularly scheduled shift as such jury duty permits. Combined time on jury duty and at work shall not exceed the total hours of the work day. Employees appearing for jury duty shall receive their regular pay for the period of absence caused by jury duty and may also keep all checks received from the court for jury duty.

- C. **LEAVES OF ABSENCE WITHOUT PAY.** The following leaves of absence without pay in excess of five (5) consecutive calendar days may be granted by the AIRPORT AUTHORITY's President/CEO for medical/disability or personal reasons. Leaves of absence of up to five (5) consecutive calendar days may be granted by the Department Head. Unpaid leaves of absence will not be granted until all paid leave is exhausted.

Specific procedures to be followed are delineated in D, below.

1. **Medical.** A medical/disability leave of absence may be granted for a justifiable period of time up to a total of one hundred eighty (180) calendar days per incidence. Failure or inability to report for resumption of job duties at the expiration of the medical leave shall be considered as a resignation.
2. **Personal.** A Department Head may grant a personal leave of absence of up to five (5) consecutive calendar days provided all appropriate paid leave has been exhausted. Personal leaves of absence without pay may be granted for a maximum of one hundred eighty (180) calendar days on the approval of the President/CEO. Failure or inability to report for resumption of job duties at the expiration of the personal leave shall be considered as a resignation.

D. EFFECT OF LEAVES OF ABSENCE WITHOUT PAY ON EMPLOYEE BENEFITS

1. Time spent on an unpaid leave of absence of over thirty (30) consecutive calendar days will not be counted as time employed in determining an employee's eligibility for benefits that accrue on the basis of length of employment unless required by law.
2. An employee on an unpaid leave of absence will not accrue vacation or sick leave during the leave of absence.
3. An employee on an unpaid leave of absence will not be eligible for holiday pay for any holidays that occur during leave of absence.
4. An employee on an unpaid leave of absence of over thirty (30) consecutive calendar days shall not be entitled to receive AIRPORT AUTHORITY paid group insurance premiums, unless required by law (i.e. FMLA), but is entitled to assume the premium payments if the insurance policy allows. The employee will contact Human Resources to determine the procedure for continuation of medical insurance while he/she is on an unpaid leave of absence. If the employee elects to let the insurance lapse, reinstatement of insurance coverage shall be based on insurance carrier provisions.
5. Upon notifying the AIRPORT AUTHORITY of his/her intention to return to employment, an employee shall be reinstated to his/her specific assignment or an equivalent position. For employees on a medical leave of absence, a fitness for duty certification must be presented before reinstatement will occur.
6. Upon return from any unpaid leave of absence over thirty (30) calendar days, the employee's anniversary date will be adjusted by one (1) day for each day in excess of thirty (30) calendar days out of pay status.

E. PROCEDURES AND RESPONSIBILITIES

1. **Employee.** Employees seeking a leave of absence with or without pay are required to:
 - a. Notify their Supervisor as far as possible in advance of the need for a leave of absence.
 - b. Obtain and complete the appropriate request form and submit it for review and recommendation to their Supervisor.
 - c. Provide support documentation such as a physician's written statement, military orders, adoption papers, etc.
 - d. As appropriate, maintain contact with his/her Supervisor/Department Head or Human Resources regarding prognosis and/or possible return date. Notify Supervisor at earliest possible date of intent/date of return. For employees on a medical leave of absence, provide a fitness for duty certification upon intent to return to work.
 - e. If an extension of the leave of absence becomes necessary, a written request must be submitted to the Supervisor prior to the expiration of the leave of absence.
2. **Supervisor/Department Head.** The employee's Supervisor/Department Head will review the request and forward it to his/her Department Vice President with his/her recommendation/comments:
 - a. The Department Vice President will review and act upon a request for leave of absence without pay in consideration of the following factors:
 - (1) The purpose for which the leave is requested;
 - (2) The length of time the employee will be away; and
 - (3) The effect the leave will have on the ability of the department to carry out its responsibilities.
3. **President/CEO.** If the request is for an unpaid leave of absence in excess of five (5) consecutive calendar days, the President/CEO will review the request and make a final decision to grant or deny the unpaid leave request.

F. ANNUAL SICK LEAVE CASH OUT

1. Any employee who has accumulated more than three hundred and thirty (330), but less than six hundred and sixty (660) hours of sick leave, has the option of "cashing out" those sick leave hours in excess of three hundred and thirty (330) using the foregoing formula. The amount of the entitled "cash out" shall be calculated by subtracting the number of sick leave hours used during the preceding twelve (12) months from the annual leave hours accrual amount of one hundred four (104) hours and dividing the balance by two (2) and paying the

employee for the quotient at the employee's current base rate of pay, e.g., 104 hours - 4 sick leave used hours – 100 hours/2 = 50 hours x base rate of pay. At no time shall the employee's total accrual fall below three hundred and thirty (330) hours.

2. Any employee who has accumulated between six hundred and sixty (660) and eight hundred and eighty (880) hours of sick leave has the option of cashing out up to one hundred four (104) hours of accumulated sick leave accrued during the preceding twelve (12) months. The amount of the entitled "cash out" shall be calculated by subtracting the number of sick leave hours used during the preceding twelve (12) months from the annual accrual amount of one hundred four (104) sick leave hours. The maximum cash payment shall be equivalent to one hundred four (104) hours at the employee's current base rate of pay.
3. Any employee who has accumulated eight hundred and eighty (880) hours of sick leave will be paid for any accumulated sick leave in excess of eight hundred and eighty (880) hours at his/her current base rate of pay. However, in no event will an employee be allowed to cash out more than one hundred and sixty (160) hours from the preceding year.
4. Payment date for sick leave under the above subsections shall be on the first payroll date in December of each year. Election to cash out sick leave must be made by notifying Human Resources. For purposes of this Article, the preceding twelve (12) months is defined as the first pay period ending in November of the preceding year until the last pay period ending in October of the current year.
5. Effective July 1, 2012, the AIRPORT AUTHORITY shall purchase sick leave hours from any employee with a minimum of at least five (5) years or more years of service who voluntarily separates/terminates from the service of the AIRPORT AUTHORITY using the following formula:

$$50\% \times \text{total accrued sick hours (up to max of 300)} \times \text{base rate of pay}$$

Any accrued sick leave hours in excess of 300 shall be forfeited.

ARTICLE 23 - EDUCATION & DEVELOPMENT

- A. Employees that have completed their initial probationary period are eligible for reimbursement for educational courses that are related to the required skills or education for the employee's current position or to a logical career path with the AIRPORT AUTHORITY.
- B. The employee must submit application for tuition reimbursement through his/her supervisor prior to taking the start of the educational course.
- C. Approval for tuition reimbursement will be made by the Vice President of Human Resources. Requests will be denied if the AIRPORT AUTHORITY determines that the educational course does not meet the requirements of section A., above, or if the AIRPORT AUTHORITY's fiscal year Tuition Reimbursement budget limit has already been reached based on requests previously submitted and approved.
- D. Regular employees will be reimbursed for actual costs, but no more than one thousand five hundred dollars (\$1,500.00) (full-time) or seven hundred fifty dollars (\$750.00) (part-time) per fiscal year for those courses begun in that fiscal year. There will be no reimbursement if the cost is assumed by any other institution, scholarship or grant-in-aid.
- E. Reimbursable expenses shall include tuition, course fees, books and materials. While courses shall normally be taken on the employee's own time, exceptions may be granted by his/her Department Head, in which case hours from work must be deducted from earned vacation or be recorded as an unpaid excused absence.
- F. Reimbursement will be made upon presentation of receipts for covered costs and grade notices substantiating a grade of C or better, PASS in a pass/fail course, or certificate of completion.

ARTICLE 24-COMPENSATION

A. SALARY SCHEDULE.

1. Effective July 1, 2020, the minimum and maximum of the salary ranges will be increased by 2.9% (as indicated in Appendix 5). Future increases to the maximum of the salary ranges will be based on whether there is an increase in the 12-month average of the CPI for Urban Wage Earners and Clerical Workers (CPI-W) for the previous year as compared to the year prior to that (e.g. 2016 Annual compared to 2015 Annual), rounded to the nearest quarter percentage.
2. During the term of this Agreement, an employee shall be eligible for a merit increase (pay for performance) within his/her respective salary range on his/her anniversary date, as determined through a performance evaluation completed by his/her immediate supervisor based on his/her demonstrated performance in the previous twelve (12) month period. The purpose of the performance evaluation process is to annually assess an employee's performance and, if needed, to provide a tool for performance improvement.

Employees hired before July 1, 2016 shall receive the following merit increases based upon the performance level reflected in their performance evaluations:

Fiscal Year	Performance Level	Merit Increase %
2020 - 2021	Unsatisfactory	0%
	Contributor	3%
	Valued Performer	4%
	High Performer	5%

Employees hired on or after July 1, 2016 shall receive the following merit increases based upon the performance level reflected in their performance evaluations:

Fiscal Year	Performance Level	Merit Increase %
2020 - 2021	Unsatisfactory	0%
	Contributor	2%
	Valued Performer	3%
	High Performer	4%

3. In the event an employee receives a performance evaluation that the employee believes is inaccurate, incomplete, less than warranted, and/or does not adequately represent his/her true performance, the employee may request a review before the Supervisor's Supervisor and the Vice President of Human Resources to discuss the performance evaluation. This review shall be held within ten (10) working days of the request after which the Supervisor's Supervisor will provide a verbal and/or written response to the employee.

If an employee disagrees with his/her annual evaluation that he/she fails to meet standards, the employee may request a re-evaluation. The employee must request this re-evaluation, in writing, within seven (7) calendar days of signing or receiving the performance evaluation. The employee sends such a request to the Vice President of Human Resources through his/her supervisor. A committee composed of the employee's second line supervisor, a representative of the employee's choosing who is currently an employee covered by this Agreement, and a representative (the chairperson of the committee) selected by the President/CEO will conduct a re-evaluation of the Unsatisfactory rating within fifteen (15) calendar days of receipt of the request for re-evaluation. The employee will participate in the re-evaluation meeting. The decision of the committee is final and is not subject to further appeal. The employee will be informed by the Vice President of Human Resources of the results of the committee's re-evaluation within seven (7) calendar days of receipt of the committee's decision. If the committee "re-evaluates" the employee as Contributor or above then the applicable merit increase will be granted, effective on the date of the committee's decision.

4. An employee who receives an Unsatisfactory on his/her performance evaluation will be given ninety (90) calendar days to improve his/her performance based on improvement guidelines as discussed/provided by his/her Supervisor. At the end of thirty (30) and sixty (60) calendar days, the employee and his/her Supervisor will meet to discuss the employee's progress. Upon request by the employee, a Human Resources representative will be present during these meetings. If an employee has improved his/her performance rating to Contributor or above at the conclusion of the ninety (90) day period, the employee will be eligible for a merit increase, effective on the date of the re-evaluation. If the employee fails to improve his/her performance rating to Contributor or above at the conclusion of the ninety (90) day period, disciplinary action may be taken up to and including termination.
5. Any increase shall not raise an employee's salary above the maximum of the range. However, an employee will receive the full amount of any increase. For an employee who is about to reach the maximum of his/her salary range, or for an employee who has reached the maximum of his/her salary range, he/she shall receive the amount of any increase up to the maximum of the salary range. Any portion of the increase which exceeds the maximum of the salary range shall be paid to the employee in a lump sum, less normal deductions.

6. Within the employ of the AIRPORT AUTHORITY, the procedures used to evaluate an employee shall be uniformly and consistently applied.
7. An employee scheduled to receive a performance evaluation pursuant to the terms of this Article, shall receive his/her performance evaluation from his/her Supervisor not later than thirty (30) calendar days after the employee's anniversary date. The completed evaluation form, which consists of all concerned parties having signed off on said evaluation form, shall be finalized within sixty (60) calendar days of the employee's anniversary date. From the date of the Supervisor's review with the employee, the employee shall have five (5) working days to provide written comments on his/her performance evaluation, which shall be attached to the performance evaluation. An employee shall be provided a copy of his/her completed evaluation, with all signatures and attached pages. If the AIRPORT AUTHORITY fails to complete the employee's performance evaluation within sixty (60) calendar days of the employee's anniversary date, the employee shall receive fifty dollars (\$50) on his/her paycheck after the performance evaluation has processed through Human Resources.
8. The provision regarding merit increase (pay for performance) shall have no effect in future fiscal year(s) beyond FY 2020 - 2021 unless the parties mutually agree in writing to apply this provision to specifically enumerated future fiscal year(s).

B. **WORK DAY DEFINED.** Where applicable, all areas that are subject to mandatory bargaining per NRS 288.150, will be subject to negotiation with the UNION.

1. The official workweek is comprised of seven (7) work days which begins on each Monday at 0001 hours and shall end at Midnight of the following Sunday at 2400 hours. Except as may be otherwise provided, an employee who occupies a regular full-time position shall work forty (40) hours exclusive of meal breaks, but including rest breaks, in each workweek.
2. Employees working a five (5) day, forty hour week (designated 5/40) shall work eight (8) hours per shift for five (5) shifts within the official workweek, and shall receive two (2) consecutive "twenty-four (24) hour periods off", unless operational constraints render such time off impracticable.
3. Employees working a four (4) day, forty hour week (designated 4/40) shall work ten (10) hours per shift for four (4) shifts within the official workweek, and shall receive three (3) "twenty-four (24) hour periods off" of which two (2) twenty-four (24) hour periods must be consecutive, unless operational constraints render such time off impracticable.
4. The hours between the end of an employee's last regularly scheduled shift and the beginning of an employee's first regularly scheduled shift following his/her scheduled twenty four (24) hour periods off shall be considered his/her weekend.

5. For purposes of this Agreement, "work day" means either the eight (8) hour period or ten (10) hour period commencing at the reporting time of an employee's regularly scheduled shift, depending on whether that employee is regularly scheduled to work eight (8) or ten (10) hours per day. Rest breaks are included within the eight (8) or ten (10) hour work day; meal breaks are not included within the eight (8) or ten (10) hour work day (unless subject to the provisions of Article 18.C.). The AIRPORT AUTHORITY shall pay an employee for hours worked outside his/her normal work day as set forth in C, D, and E, below.

Nothing in the paragraph, above, shall preclude Supervisors from rescheduling shifts, provided employees are given a minimum of twenty-four (24) hours notice, except in emergency situations as defined in this Agreement. Except during the shift bidding process or due to operational necessity, Supervisors will provide employees a minimum notice of two (2) calendar weeks for permanently changed shifts.

6. Recuperation periods between regularly scheduled shifts shall be twelve (12) hours. There is a ten (10) hour minimum recuperation period between shifts, except in emergency situations that meet the parameters of NRS 288.150(4), and/or FAA emergency mandates or comparable critical conditions. It is the intention of the AIRPORT AUTHORITY not to work employees more than sixteen (16) hours in any twenty-four (24) hour period and in no event will any employee work more than twenty (20) hours in any twenty-four (24) hour period. Employees that work over 16 hours in any 24 hour period will be paid two (2) times their base rate of pay for all hours worked over 16.
7. **DAYLIGHT SAVINGS TIME.** If an employee is working at 2:00 a.m. on the day on which Daylight Savings Time begins (typically in March) when the clock moves forward an hour, the employee will be paid for the extra "phantom" 2:00 a.m. to 3:00 a.m. hour to ensure employees receive pay for their regularly scheduled shift, even though they are working one hour less.

- C. **OVERTIME.** Overtime eligibility shall be paid in accordance with the Fair Labor Standards Act (FLSA). All overtime eligible employees covered under this Agreement will receive overtime pay for all hours worked in excess of forty (40) hours of work in a workweek.

OVERTIME PAY. Overtime will be paid at the rate of one and one half (1½) times the employee's base rate of pay and will be calculated based on a seven day workweek. Paid time not worked, such as sick leave, unworked holidays, military leave, jury leave, bereavement leave and other similar paid time off work, shall not be included in the computation of overtime. Paid vacation time, however, will count towards hours worked for the computation of overtime.

APPROVAL. All overtime work must be approved in advance by the employee's Supervisor. Employees who work overtime without Supervisor approval may be subject to discipline up to and including termination.

ASSIGNMENT OF OVERTIME.

1. If a department requires overtime it shall create an overtime list (Seniority List) by seniority per division (see Appendix 7 for list of divisions). The parties understand, however, that in certain circumstances, employees with specific knowledge, skills and abilities are needed as solely determined by the AIRPORT AUTHORITY. In these circumstances, overtime will be assigned based on seniority in classification.
2. Except as provided for in section C.4., below, when scheduled or non-scheduled overtime is available, employees will be offered that overtime starting at the top of the Seniority List and working downwards. If accepted by an employee, this additional working time will be considered overtime and overtime provisions will apply regardless of the amount of notice that is provided to the employee as this offer of work is voluntary/not mandated.
3. Mandatory overtime shall be enacted from the bottom of the Seniority List if other employees with more seniority have not voluntarily accepted the overtime. Employees on approved leave of absence or vacation will not be subject to mandatory overtime for that entire day.

If an employee is mandated to return to work with less than twelve (12) hours' notice, the additional time worked will be subject to the Call Back provisions contained in section E, below. Additional time worked for employees mandated to return to work with more than twelve (12) hours' notice before the start of the shift, will be considered overtime and overtime provisions will apply.

4. The following are exceptions from section C.2., above:
 - a. When employees cannot work due to required minimum recuperation periods or maximum working time, as indicated in section B.6., above;
 - b. Overtime related to snow removal duties;
 - c. Emergency call back situations;
 - d. Hold over situations where the continuity of work must be maintained;

PYRAMIDING. Overtime pay or other premium pay such as holiday pay, call back pay and overtime pay will not be pyramided. For the purposes of this Agreement, the term "pyramiding" means the payment of overtime or other premium pay paid more than once for the same hours.

RECORD OF TIME WORKED. Employees must accurately record all time worked on the appropriate form or system used by the AIRPORT AUTHORITY for timekeeping.

- D. **MANDATORY MEETINGS/TRAINING.** The AIRPORT AUTHORITY will provide seven (7) calendar days advance notice to affected employees. Employees required to attend a mandatory meeting or training on their days off shall be paid a minimum of two (2) hours of pay at one and one half (1½) times their base rate of pay. Employees on approved leave of absence or vacation will not be invited to attend.
- E. **CALL BACK.** Call Back is additional compensation paid to an employee any time an employee is mandated to return to work with less than twelve (12) hours' notice before the start of the Call Back shift. The AIRPORT AUTHORITY shall pay an employee Call Back premium for all hours worked from the beginning of the Call Back to the end of the Call Back or until the start of the employee's regular shift, whichever occurs first, subject to the provisions of section D.6., below. Call Back premium pay shall begin when an employee actually reports to work and not at the time he/she is called to return to work.
1. An employee called back to work while on a standby alert, will be paid a Call Back premium of one and one half (1½) times his/her base rate of pay. If this employee is called back to work on a holiday, he/she will be paid two and one half (2½) times his/her base rate of pay, per the pay provisions of Article 8, Holidays.
 2. An employee called back to work who is not currently on a standby alert, will be paid a Call Back premium of two (2) times his/her base rate of pay, unless the call back is required to cover the shift for another employee(s) who has called in sick. In these circumstances, an employee will be paid a Call Back premium of one and one half (1½) times his/her base rate of pay.
 3. An employee who is called back to work on a holiday, as listed in Article 8, Holidays, and is not currently on a standby alert, will be paid three (3) times his/her base rate of pay, unless the call back on the holiday is required to cover the shift for another employee(s) who has called in sick. In these circumstances, an employee will be paid a Call Back premium of two and one half (2½) times his/her base rate of pay.
 4. Upon an employee's declaration of exhaustion or need to rest, all hours remaining of his/her regularly scheduled shift that day will be paid at his/her base rate of pay.
 5. An employee who has been called back to work that is unable to report to work at his/her next regularly scheduled shift time due to the ten (10) hour minimum recuperation period between shifts, shall receive his/her base rate of pay for those regularly scheduled shift hours that are inclusive of the ten (10) hour recuperation period.
 6. The AIRPORT AUTHORITY shall pay an employee called back for work a minimum of three (3) hours pay at the appropriate Call Back premium rate.
 7. The AIRPORT AUTHORITY shall schedule call back time among qualified employees in the same manner as overtime is offered - via the Seniority List (see section C. Assignment of Overtime, above).

- F. **STANDBY ALERT.** When the AIRPORT AUTHORITY schedules an employee to be on telephone/beeper/radio standby alert in the event he/she may be required to be called back for work which may arise during other than the employee's normal work day, the AIRPORT AUTHORITY will pay such employee twenty five percent (25%) of his/her hourly base rate of pay for every hour he/she is assigned to remain on standby alert. The AIRPORT AUTHORITY shall attempt to schedule standby alert time equitably among qualified employees. Employees may not be on standby alert and call back status simultaneously. Employees placed on standby alert must remain fit for duty and respond to any phone call from the AIRPORT AUTHORITY within fifteen (15) minutes.
- G. **SNOW REMOVAL.** The AIRPORT AUTHORITY recognizes November 1st through April 30th annually as the designated "Snow Season". The Airport Authority requires employees to respond in a timely professional manner to the added demands of inclement weather. A "standby status" is necessary to be available to respond to these demands. Employees assigned to this "standby status" shall be those individuals properly trained to perform snow removal. "Standby status" is not standby alert but only a probable availability.

The AIRPORT AUTHORITY shall assign qualified employees to "standby status" before October 15th annually. From this pool of assigned individuals, the AIRPORT AUTHORITY will draw the necessary personnel for standby alerts, overtime and call back. The AIRPORT AUTHORITY will determine when standby alerts are necessary, the number of employees that will be placed on standby alert, and the number of employees called back. However, The AIRPORT AUTHORITY shall continue to attempt to assign standby alert and call back equitably among qualified employees. Standby pay is paid only when an employee is placed on standby alert.

SNOW REMOVAL COMPENSATION. In most cases an employee's compensation will be paid under the regular compensation, overtime and call back provisions of this Agreement. However, the following special circumstances apply as specifically related to snow removal duties:

1. If an employee is sent home early in anticipation of needing to return to work to perform snow removal duties, that employee will receive their base rate of pay for the remaining time left of that day's regular shift. This time will not count as hours worked for the purposes of determining overtime eligibility.
2. When an employee remains on duty beyond his/her regularly scheduled shift to perform snow removal duties, that employee will be paid a Snow Removal premium of one and one half (1½) times his/her regular base rate of pay for all hours worked beyond his/her regularly scheduled shift.
3. An employee who is requested to return to work with less than twelve (12) hours notice to perform snow removal duties will receive the appropriate Call Back premium for all continuous hours worked prior, into and after his/her regularly scheduled shift. Call Back premium pay will begin when the employee actually reports to work, not at the time he/she is called to return to work.

4. When an employee is placed on rotational shifts related to performing snow removal duties (for one shift or several shifts over a number of days), that employee will be paid a Call Back and/or Snow Removal premium of one and one half (1½) times his/her regular base rate of pay for all hours worked during these rotational shifts regardless of whether the rotational shifts are pre-scheduled or the employee is actually called at home to return to work.

During the hours of non-work between these rotational shifts, an employee will be placed on Snow Removal Standby Alert as indicated, below.

5. For any employee whose regular shift has been altered due to snow removal duties, that employee will be transitioned back into their regular schedule in a manner consistent with the minimum recuperation period provisions, as indicated in section D. 5., above.

SNOW REMOVAL STANDBY ALERT. When the AIRPORT AUTHORITY schedules an employee to be on telephone/beeper/radio standby alert in the event he/she may be required to be called back for snow removal duties which may arise during other than the employee's normal work day, the AIRPORT AUTHORITY will pay such employee twenty five percent (25%) of his/her hourly base rate of pay for every hour he/she is assigned to remain on standby alert. The AIRPORT AUTHORITY shall attempt to schedule standby alert time equitably among qualified employees. Employees may not be on standby alert and call back status simultaneously. Employees placed on standby alert must remain fit for duty and respond to any phone call from the AIRPORT AUTHORITY within fifteen (15) minutes.

Snow removal standby alert will be assigned for a minimum period of twelve (12) hours. However, minimum standby alert pay will end once an employee reports to work due to a call back or for his/her regular working hours. Minimum standby time shall resume upon an employee completing their regular work shift and/or call back assignment if any minimum standby time remains.

- H. **NCIC/TAC PAY.** Employees certified and assigned as the TAC specialist will be paid an additional eight percent (8%) of the employee's hourly base rate of pay for all hours worked. Paid time not worked, such as vacation, sick, non-worked holidays, funeral and standby will not be eligible for the additional 8% premium pay.

ARTICLE 25 - LICENSES AND FEES

- A. If the law requires or the AIRPORT AUTHORITY requests that the employee obtain or maintain a special license or certification, the AIRPORT AUTHORITY shall pay for all fees required for acquisition or renewal upon successful completion and presentation of a receipt for payment.

- B. The AIRPORT AUTHORITY is required under the Department of Transportation (DOT) Motor Carrier Title 49 DFR Part 382 to establish procedures to attain and maintain an Alcohol and Drug-Free Workplace.
 - 1. The UNION has negotiated a policy with the AIRPORT AUTHORITY, meeting the terms of the above referenced DOT regulation, which will automatically incorporate any modifications or revisions as required during the term of the Agreement.

 - 2. The UNION and the AIRPORT AUTHORITY agree that the following list of covered positions are required to maintain/update a Commercial Driver's License:

- Airfield Automotive Technician III
- Airfield Electrician Technician IV
- Airfield Equipment Mechanic Technician IV
- Airfield Landscape Technician III
- Airfield Landscape Technician IV
- Airfield Technician II
- Airfield Technician III
- Airfield Technician IV
- Airfield Technician V
- Stead Technician II (Reno-Stead Airport)
- Stead Technician III (Reno-Stead Airport)
- Stead Technician IV (Reno-Stead Airport)
- Stead Technician V (Reno-Stead Airport)

ARTICLE 26 - GENERAL PROVISIONS

- A. **AMENDMENT.** The parties shall not modify the terms of this Agreement except upon mutual written agreement.
- B. **WAIVER.** No waiver by either party of a breach of any covenant, term, or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach of the same or any other covenant, term, or condition or waiver of the covenant, term, or condition itself.
- C. **NOTICES.** When, by the terms of this Agreement, written notice is required, such notice will be deemed sufficient if hand delivered or sent by certified mail to the parties at the addresses appearing below:
1. To the AIRPORT AUTHORITY

President/CEO
Reno-Tahoe Airport Authority
P. O. Box 12490
Reno, Nevada 89510

 2. To the UNION

Teamsters Local 533
1190 Selmi Drive, Suite 100
Reno, NV 89512
- D. **SAVINGS CLAUSE**
1. In the event that any provision of this Agreement is or shall be rendered invalid by applicable legislation or be declared invalid by any court or regulatory agency of competent jurisdiction, such action shall invalidate only that provision of this Agreement.
 2. It is the express intention of the AIRPORT AUTHORITY and the UNION that all other provisions not rendered invalid shall remain in full force and effect and that the parties shall promptly enter into negotiations to bring the invalid provision into compliance.
- E. **STRIKES AND LOCKOUTS.** There shall be no slowdowns, sick outs, stoppages of work, or strikes, including sympathy strikes, during the term of this Agreement.
- The AIRPORT AUTHORITY shall not lock out any employees during the term of this Agreement as a result of a labor dispute with the UNION.
- F. **GOVERNING LAW.** It is understood and agreed by and between the parties hereto that this Agreement shall be deemed and construed to be entered into and to be performed in

the County of Washoe, State of Nevada, and it is further understood and agreed by and between the parties hereto that the laws of the State of Nevada shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

ARTICLE 27 - SECONDARY EMPLOYMENT/OUTSIDE ACTIVITIES

The AIRPORT AUTHORITY will not infringe on an employee's right to devote off-duty hours to volunteer work, political activities, secondary employment or other legal activities so long as such activities do not bring the AIRPORT AUTHORITY into disrepute or discredit or create a conflict of interest. Employees recognize that their primary employment responsibility is to the AIRPORT AUTHORITY. Employees will not be in uniform or represent themselves as employees of the AIRPORT AUTHORITY unless they are performing compensable AIRPORT AUTHORITY duties.

ARTICLE 28 - SHIFT DIFFERENTIAL

- A. The hours that occur between 6:00 am and 6:00 pm Monday through Sunday shall be considered Day Shift.
- B. **Nonday Differential.** Employees shall be eligible for Nonday Shift Differential pay for all of their working hours, when at least four (4) hours of their working hours occur outside the Day Shift, indicated in A, above. In addition, employees that work overtime or call back for less than 4 hours between the hours of 6:00 pm and 6:00 am, will be eligible for Nonday Shift Differential for those hours worked during that time.
- C. Employees eligible for Nonday Shift Differential pay shall be paid an additional one dollar and fifty cents (\$1.50) per hour for all regularly scheduled, overtime and call back hours worked.
- D. **Weekend Differential.** Employees whose majority of working hours fall between 6:00 am – 6:00 pm on Saturday and/or Sunday, will receive an additional one dollar (\$1.00) an hour for all regularly scheduled, overtime and call back hours worked on these days.
- E. Shift Differential pay will not be paid when an employee is attending UNION meetings, on sick or annual leave, holidays, Workers Compensation and other leaves with pay.
- F. Shift Differential pay will be paid when an employee is required to attend classes, mandatory meetings, or receive training for the normal performance of his/her duties during the day shift hours, if the employee's regularly scheduled shift typically qualifies them for Nonday shift differential pay.

ARTICLE 29 - SHIFT BIDDING/SHIFT SCHEDULES

- A. Any section or unit that utilizes shift schedules outside the 8:00 a.m. to 5:00 p.m. workday will permit employees to bid for shifts/days off on the basis of seniority as long as they meet established job qualifications set by the AIRPORT AUTHORITY, and gender where applicable.
- B. The UNION will be notified regarding any change in a work schedule for a bargaining unit employee; however, the UNION recognizes the AIRPORT AUTHORITY'S management right to create, change, and implement specific shift/work schedules and such decisions are not subject to the grievance procedure (Article 15) nor do they require an additional shift bid. For purposes of this Article, changes in a work schedule do not include (a) out of classification assignments; (b) scheduled or unscheduled overtime; (c) filling in for employee absences less than one month in duration; (d) training of employees; or (e) other like changes.
- C. Full-time regular employees will bid for shift positions only among full-time regular employees; likewise, part-time regular employees will bid for shift positions only among part-time regular employees. Credit for time served in a status other than that in which an employee is competing will not be counted in determining total seniority unless agreed upon by the parties.
- D. For the purposes of this Article, seniority shall be defined as time in the position not total length of time with the AIRPORT AUTHORITY, with the following exceptions:
 - 1. Seniority of Airport Facilities Custodian will include all non-temporary employment in the classification of Janitor, Parking Structure Cleaner and/or Terminal Facility Cleaner;
 - 2. Facilities Technician II and Facilities Technician III will be considered the same classification/position;
 - 3. Airfield Technician II and Airfield Technician III (general Technicians only) will be considered the same classification/position;
 - 4. Facilities Technician IV and Facilities Technician V (within each trade-specific category, e.g. Plumber, Electrician, Jet Bridge, HVAC and general Technician) will be considered the same classification/position;
 - 5. Airfield Technician IV and Airfield Technician V (within each trade-specific category, e.g. Landscape, Electrician, Mechanic and general Technician) will be considered the same classification/position;
- E. Employees that have an approved leave request for the entire time period of the shift bid, will be responsible for notifying their Supervisor of their shift preferences during or prior to the bid process utilizing the Shift Preference form, a copy of which is attached hereto as Appendix 2.

- F. The Department Head may, for reasonable and articulable operational reasons, reassign or deny employees who hold bid. The employee must be notified, in writing, at the time of the bid denial of the reason(s) for the denial, and, the expected date that the employee's bid request may be reconsidered.
- G. Shift bidding within individual position classifications will occur once per year in November, or as otherwise agreed upon by the AIRPORT AUTHORITY and the UNION. The proposed shift bid will be posted for no less than a two (2) week period during the bid process. The completed shift bids will be posted no later than November 30th, and will become effective the first full pay period in January. If the AIRPORT AUTHORITY changes the proposed shifts for bid between the time the completed shift bid is posted and before the start of the new schedule, the entire bid will be redone.
- H. The AIRPORT AUTHORITY, in order to satisfy operational constraints, may establish two (2) seniority lists, by gender when necessary as a bona fide occupational qualification.
- I. The UNION will receive copies of complete and accurate schedules upon conclusion of each bidding cycle.
- J. Concurrent with the posting of any vacant or new position covered under this Agreement, the AIRPORT AUTHORITY agrees to open the position and its corresponding shift schedule for seven (7) calendar days to regular employees in identical position classifications for the purpose of seniority-based bidding.

Regular employees in identical position classifications will be notified of the posting via AIRPORT AUTHORITY e-mail. Employees will be responsible for notifying their Supervisor of their interest. Upon completion of the seven (7) calendar days, the AIRPORT AUTHORITY will notify all employees who have expressed an interest, which employee has been selected to fill the shift. As indicated in F, above, a Department Head may, for reasonable and articulable operational reasons, deny employees who hold seniority.

The selected employee will be placed into the vacant shift at the point that the AIRPORT AUTHORITY determines that it is operationally feasible for the employee to switch shifts (not to exceed 90 calendar days). No additional shift bidding event will occur based on this employee's change in shift.

- K. In the event more than one (1) employee was hired on the same date in the same classification, initial seniority will be determined by drawing lots, then on a rotational basis each shift bidding cycle thereafter.
- L. Notwithstanding the above, the AIRPORT AUTHORITY may have an operational necessity to change an employee's regular shift schedule. Should this need arise, the AIRPORT AUTHORITY will provide the affected employee a minimum notice of two (2) calendar weeks.

ARTICLE 30 – DISTRIBUTION OF AGREEMENT

- A. The AIRPORT AUTHORITY and the UNION agree, within sixty (60) calendar days from the signing of this Agreement, the Collective Bargaining Agreement will be available to all bargaining unit employees (as set forth in Appendix 4, attached hereto) on the AIRPORT AUTHORITY Intranet, and also available through any of the shop stewards upon request.

- B. All new employees, in positions represented by the UNION, will be made aware of the location of the electronic copy of this Agreement at the time of hire or directed to contact a shop steward for a copy. During new employee orientation meetings, the UNION will be allowed ten (10) minutes to present information.

ARTICLE 31 - DURATION OF AGREEMENT

- A. This Agreement shall be effective the 1st day of July 2020, and shall remain in full force and effect through the 30th day of June 2021. However, if the parties hereto do not arrive at a new agreement before June 30, 2021 the non-economic provisions of this Agreement shall remain in effect until the parties execute a new Agreement.
- B. The provisions of this Agreement are subject to re-negotiation at any time with the mutual consent of both parties.

ARTICLE 32 – UNSCHEDULED ATTENDANCE GUIDELINES

- A. The AIRPORT AUTHORITY and the UNION agree that employee punctuality and attendance are important elements in the Airport's efforts to maintain high levels of productivity and customer service as well as the achievement of organizational goals.
- B. Employees must follow their division's call-in procedures (e.g. who to call in to, whether to speak with someone personally or if it's okay to leave a text/email/voice message, etc).
- C. Employees having unscheduled absences in any rolling 12 month period, starting after the signing of this Agreement, will receive discipline as follows: 40 hours = Verbal Reprimand; 56 hours = Written Reprimand; 80 hours = 1 Day Suspension; 96 hours = Discharge.

Unscheduled absences are defined as absences for any reason without 8 hours prior authorization by the employee's supervisor or his/her designee (other than those specifically excluded, per Section D of this Article). These may include full day absences; leaving work early; or leaving during shift. Hours will be counted based on length of unscheduled absence.

Each day of a consecutive absence will only be considered unscheduled if the employee fails to provide 8 hours prior notice for each day.

- D. The following items will not be counted as unscheduled absences:
 - 1. Scheduled Sick, Holiday or Vacation leave
 - 2. Bereavement Leave (see Article 22)
 - 3. When sent home early by a Supervisor
 - 4. Absences related to documented on-the-job-injuries (see Article 8)
 - 5. Approved Family Medical Leave (FMLA)
 - 6. Approved Medical or Personal Leave (see Article 22)
 - 7. Approved Military Leave (see Article 22)
 - 8. Jury Duty (see Article 22)
 - 9. Disciplinary suspensions or other AIRPORT AUTHORITY dictated administrative leave
 - 10. Absences directly related to a natural disaster of major proportions for which the Governor of the State of Nevada signs an Emergency Order declaring a State of Emergency. Absences not directly related to the natural disaster will still count as unscheduled if they would otherwise fall under the provisions of this Article.

- E. Employees that have 3 unscheduled absences creating a pattern within any rolling 6 month period will receive a Verbal Reprimand. Patterns may include but not limited to: arriving late to work, calling in on the same days of the week, days before or after days off, days before or after paydays, days before or after holidays, etc.

Any subsequent patterned absences that occur during any rolling 6 month period will result in the appropriate next level of progressive discipline.

- F. Employees that are a No Call or No Show and/or who call in absent after a formal request for the same day off was denied (Denied Day Off) will receive a Written Reprimand.

Any subsequent occurrence of a No Call or No Show and/or Denied Day Off during any rolling 12 month period will result in the appropriate next level of progressive discipline. Any employee who is a No Call or No Show for 2 consecutive work shifts is considered to have abandoned his/her position and may be discharged.

- G. As determined by an investigation, an employee who has been found to have used sick leave under false pretenses will receive a Written Reprimand. Instances of this include, but are not limited to: the use of sick leave for recreation, travel for recreation, gainful employment, or any purpose other than those defined in this Agreement.

Any subsequent inappropriate use of sick leave during any rolling 12 month period will result in the appropriate next level of progressive discipline.

- H. A record of an employee's unscheduled absences will be maintained by the AIRPORT AUTHORITY and made available to the employee upon request. Employees are also responsible for keeping a record of their absences. In addition, leave time used related to unscheduled absences will be indicated on an employee's bi-weekly paycheck stub.

- I. Unscheduled absences that occur during an employee's probationary period, will carry over into their post-probationary status.

- J. When an employee transfers or promotes to another position, classification or division, their unscheduled absence record will transfer with them as part of their attendance record.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RENO-TAHOE AIRPORT AUTHORITY

By: *Marilyn Mora*
President/CEO

Date: 6/23/2020

TEAMSTERS LOCAL, 533

By: *Joe Pittarel*
Business Agent

Date: 6/24/20

ATTEST:

By: *Randy Henry*
Vice-President of Human Resources

Date: 6/22/20

By: *D. Calk*
Secretary-Treasurer

Date: 6/24/20

APPENDIX 1

DEFINITIONS

1. **Administrative Workweek:** Begins on Monday at 0001 hours and ends on the following Sunday at 2400 hours (midnight).
2. **Anniversary Date:** Normally, the date an employee begins employment (date of hire). However, the anniversary date as it relates to performance evaluation submissions may change in accordance with promotions and demotions.
3. **Annual Leave:** Periods of time earned and accrued by the employee depending upon tenure with the AIRPORT AUTHORITY, provided to allow employees time off for vacations, personal, and emergency purposes.
4. **Base Rate of Pay:** The amount of pay the employee is designated to receive within the salary range for the employee's job classification, excluding any additional types of pay.
5. **Benefits:** As defined shall mean: unemployment, Workers' Compensation insurance, annual (vacation) leave, sick leave, Public Employee Retirement System (PERS) contribution, holidays, health insurance, vision insurance, dental insurance, tuition reimbursement (to stated limits), Life, Accidental Death and Dismemberment insurance, Long Term Disability, Medical and Dependent Care Flexible Spending Accounts, and the Deferred Compensation program. Part-time employee benefits are computed on a pro-rata basis according to the number of hours worked. Additionally, part-time employees do not receive Long Term Disability benefits. This definition is not intended to abridge or limit any of the rights to bargaining provided by NRS 288.
6. **Bereavement Leave:** Time off granted to an employee and charged to sick leave for the purpose of arranging and attending an immediate family member's funeral and/or to see to the affairs of the deceased's estate.
7. **Call Back Pay:** Pursuant to Article 24, D., when an employee is off duty and is officially called back to work by the AIRPORT AUTHORITY, he/she shall be paid a minimum of three (3) hours at the appropriate call back premium rate of pay.
8. **Classification:** Positions sufficiently similar in duties, authority, and responsibility, which permit grouping under a common title and which permit the application with equity of common standards of selection, transfer, promotion, and salary.
9. **Continuous Service:** A period of employment which has not been interrupted by more than thirty (30) consecutive calendar days at any one time, except by authorized leave of absence with pay, sick leave, vacation, military leave or absence, or leaves covered by Family Medical Leave Act (FMLA).
10. **Demotion:** The voluntary or involuntary movement of an employee from one classification or salary range to another classification having a lower maximum salary rate.

11. **Discharge:** Separation from the AIRPORT AUTHORITY for a serious offense, such as willful misconduct, gross misconduct, or conduct which gives rise to a clear and present danger to public health and safety.
12. **Disciplinary Action:** Verbal or written reprimands, suspension from work with or without pay, or discharge.
13. **EMRB:** Local Government Employee-Management Relations Board.
14. **Grievance:** A disagreement between either the UNION and the AIRPORT AUTHORITY or between an employee and the AIRPORT AUTHORITY concerning the interpretation, application and/or enforcement of the terms of this Agreement.
15. **Managers:** As used herein shall apply to AIRPORT AUTHORITY "Supervisory" levels and above.
16. **Military Leave:** Three (3) calendar weeks or one hundred twenty (120) hours paid leave per calendar year granted to a regular full-time employee for the purpose of responding to orders to the military services as a member of the active service, a reserve unit, the National Guard, or other official unit. Calendar weeks or hours used as military leave need not be consecutive.
17. **Overtime:** Pay received by overtime eligible employees for all hours worked in excess of forty (40) hours of work in a workweek. Overtime is paid at the rate of one and one half (1½) times the employee's base rate of pay and will be calculated based on a seven day workweek. Paid time not worked, such as vacation, sick leave, unworked holidays, military leave, jury leave, bereavement leave and other similar paid time off work, shall not be included in the computation of overtime. Prior approval by the Department Head or Supervisor is required.
18. **Position:** A specific office or employment, whether occupied or vacant carrying certain duties by an individual who is either a full-time or part-time employee.
19. **President/CEO:** The Chief Executive Officer of the AIRPORT AUTHORITY. As used herein, includes any Department Vice President or Department Head to whom the President/CEO may from time-to-time explicitly or implicitly delegate the authority conferred by Section 29, chapter 474, Statutes of Nevada, as amended.
20. **Probationary Employee:** An employee who is undergoing a probationary period.
21. **Probationary Period:** A working test period during which the employee is required to demonstrate his/her ability to carry out the duties and responsibilities for the position to which appointed. During this period of time the employee may be discharged with or without cause if it is determined by the employee's Supervisor that he/she cannot perform the essential functions of the position. The probationary period lasts for six (6) or twelve (12) months, as referenced in Appendix 4.

22. **Promotion**: The movement of an employee from one classification or salary range to another having a higher maximum salary rate.
23. **Reduction-in-Force/Layoff (RIF)**: A reduction in the work force, either permanent or temporary, due to a lack of work or funds pursuant to NRS 288.150.
24. **Regular Employee**: An employee who has successfully completed his/her six (6) month or twelve (12) month probationary period (as applicable) and has been retained in the employ of the AIRPORT AUTHORITY. "Regular" replaces "Permanent" without any diminishment of the right to due process and property rights.
25. **Regular Rate of Pay**: The employee's base rate of pay plus other additional pay for which the employee's specific assignment may entitle him/her.
26. **Sick Leave**: A period of time earned and accrued by the employee which is a "qualified" benefit and which can only be used for specific sickness-related instances.
27. **Standby Alert**: When the AIRPORT AUTHORITY schedules an employee to be on telephone/beeper/radio standby in the event he/she may be required to be called back for work which may arise during other than the employee's normal work day, the AIRPORT AUTHORITY will pay such employee twenty five percent (25%) of his/her hourly base rate of pay for every hour he/she is assigned to remain on standby alert.
28. **Standby Status**: Employees properly trained to perform snow removal.
29. **Suspension**: The temporary separation of an employee (with/without pay) from the AIRPORT AUTHORITY work force for disciplinary purposes.
30. **Temporary and/or Acting Assignment**: Assignments to a special project, other work, or "acting" status for a temporary period not to exceed six (6) months. Those employees in an "acting" status will receive five percent (5%) above their current salary or the lowest salary of the higher position, whichever is greater, when the employee is responsible for the higher assignment for at least one full shift.

APPENDIX 2

SHIFT PREFERENCE FORM



Inter-Office Memo
Reno-Tahoe Airport Authority

Date: _____
To: _____ (Supervisor)
From: _____
Subject: SHIFT PREFERENCE FORM

Per the collective bargaining agreement between the UNION and the AIRPORT AUTHORITY, under Article 29 (Shift Bidding), employees that have an approved leave request for the entire time period of the shift bid, will be responsible for notifying their Supervisor of their shift preferences during or prior to the bid process. As I anticipate that I will be absent during this process, my shift preferences are listed below:

Preferred Shift (indicate first choice with a 1, second choice with a 2, etc):

Day **Swing** **Graveyard**

Preferred Days off (choose 2 consecutive days off):

Mon **Tue** **Wed** **Thurs** **Fri** **Sat** **Sun**

I understand that my Supervisor will make an attempt to provide me with my preferred shift, but that the above are just my preferences and based on actual shift bidding circumstances, I am not guaranteed to receive my preferred shift.

Employee Signature

Date

APPENDIX 3

DISCIPLINARY ACTION FORM

DATE _____

TO _____
Employee Name

SECTION _____

Reason for Action: _____

You have have not received previous coaching on this matter on _____
Date(s)

This is a new action. This is a continuing action. What level? _____

Prior to this disciplinary action, I acknowledge that I had the right to representation and/or legal counsel.

Employee's Initials _____

Supervisor's Initials _____

TYPE OF ACTION:

VERBAL REPRIMAND

This notice constitutes written documentation of a verbal reprimand for record keeping purposes only; it shall not be considered a written reprimand.

WRITTEN REPRIMAND

SUSPENSION

With Pay Without Pay # Days _____

DISCHARGE

You are entitled to a pre-termination hearing before the appropriate Department Vice President per Article 17, Discharge, before the AIRPORT AUTHORITY may take any action to discharge.

We believe that every individual wants to know if satisfactory performance is not being given and/or if AIRPORT AUTHORITY practices and policies are being violated. Every employee will be given the opportunity to correct unsatisfactory performance. Disciplinary termination is considered only as a last resort.

Your behavior is not in keeping with AIRPORT AUTHORITY practices and policies for the following reasons:

Your job performance is unsatisfactory for the following reasons:

(Attach Supplementary Page If Necessary)

THE FOLLOWING IMPROVEMENTS ARE REQUIRED _____ . (Indicate specific program for improvement, measurement criteria, and consequences if improvement is not achieved.)

RECEIPT ACKNOWLEDGED:

Employee Signature

Employee Representative Signature

Supervisor Signature

** EXPIRATION DATE - VERBAL: 18 MONTHS, ALL OTHER: 24 MONTHS FROM DATE OF ISSUANCE**

DISTRIBUTION: Personnel File – Original; Employee - Copy; UNION – Copy

APPENDIX 4
BARGAINING UNIT POSITIONS

Salary Range	Position	Probationary Period
28	Airport Security Specialist	12
32	Airport Communications Specialist	12
21	Airport Facilities Custodian	6
36	Airfield Automotive Technician III	12
40	Airfield Electrician Technician IV	12
40	Airfield Equipment Mechanic Technician IV	12
36	Airfield Landscape Technician III	12
38	Airfield Landscape Technician IV	12
26	Airfield Technician I	12
33	Airfield Technician II	12
36	Airfield Technician III	12
38	Airfield Technician IV	12
42	Airfield Technician V	12
40	Facilities Electrician Technician IV	12
40	Facilities HVAC Technician IV	12
38	Facilities Jet Bridge Technician IV	12
38	Facilities Plumber Technician IV	12
26	Facilities Technician I	12
33	Facilities Technician II	12
36	Facilities Technician III	12
38	Facilities Technician IV	12
42	Facilities Technician V	12
44	HVAC Plant Operator V	12
33	Lead Security Specialist	12
32	Materials Control Technician	12
21	Parking Lot Attendant	12
28	Parking Lot Shift Leader	12
26	Property Technician	6
36	Senior Airport Communications Specialist	12
24	Senior Airport Facilities Custodian	6
26	Stead Technician I (Reno-Stead Airport)	12
33	Stead Technician II (Reno-Stead Airport)	12
36	Stead Technician III (Reno-Stead Airport)	12
38	Stead Technician IV (Reno-Stead Airport)	12
42	Stead Technician V (Reno-Stead Airport)	12
24	Warehouse Assistant/Driver	6

APPENDIX 5

SALARY RANGES – 7/1/2020 –6/30/2021

Salary Grade	Position	Minimum	Maximum
21	Airport Facilities Custodian Parking Lot Attendant	\$13.74	\$21.02
24	Senior Airport Facilities Custodian Warehouse Assistant/Driver	\$14.79	\$22.63
26	Airfield Technician I Facilities Technician I Property Technician Stead Technician I	\$15.54	\$23.78
28	Airport Security Specialist Parking Lot Shift Leader	\$16.33	\$24.98
32	Airport Communications Specialist Materials Control Technician	\$18.02	\$27.58
33	Airfield Technician II Facilities Technician II Lead Security Specialist Stead Technician II	\$18.48	\$28.27
36	Airfield Automotive Technician III Airfield Landscape Technician III Airfield Technician III Facilities Technician III Senior Airport Communications Specialist Stead Technician III	\$19.90	\$30.44
38	Airfield Landscape Technician IV Airfield Technician IV Facilities Jet Bridge Technician IV Facilities Plumber Technician IV Facilities Technician IV Stead Technician IV	\$20.90	\$31.98
40	Airfield Electrician Technician IV Airfield Equipment Mechanic Technician IV Facilities Electrician Technician IV Facilities HVAC Technician IV	\$21.96	\$33.60
42	Airfield Technician V Facilities Technician V Stead Technician V	\$23.07	\$35.30
44	HVAC Plant Operator V	\$24.24	\$37.09

APPENDIX 6
REPORT OF GRIEVANCE FORM

TEAMSTERS LOCAL 533

DATE: _____

PHONE: _____

EMAIL: _____

NAME _____ ON BEHALF OF _____

ADDRESS _____ CITY _____ ZIP _____

EMPLOYER _____ LENGTH OF SERVICE _____

WEEKLY HOURS _____ RATE OF PAY _____ JOB CLASS _____ SHIFT _____

TYPE OF GRIEVANCE (circle)

DISCHARGE SUSPENSION _____ days: WAGE CLAIM OTHER: _____

DATE OF INCIDENT _____ DATE OF GRIEVANCE MEETING _____

GRIEVANCE HAS BEEN DISCUSSED WITH:

Name of Supervisor _____ Date _____ Phone# _____

Manager _____ Date _____ Phone# _____

Steward _____ Date _____ Phone# _____

WITNESSES (if applicable)

NAME _____ PHONE # _____

NAME _____ PHONE # _____

NAME _____ PHONE # _____

LIST CONTRACT ARTICLES/SECTIONS VIOLATED _____

_____ and any other related Articles/sections of the contract.

FACTS OF THE CASE: (attach separate sheet if necessary) _____

REMEDY REQUESTED: _____

_____ and all other benefits to which the grievant is entitled.

I believe to the best of my knowledge the above statement is true. I hereby authorize the Union to settle my complaint as they deem proper and I agree to accept and be bound by the settlement agreed to by the Union, or decided by any grievance committee authorized by contract to settle my grievance.

Grievant _____ Date _____ Time _____

Received by _____ Date _____ Time _____

White - Union

Yellow - Member



Pink - Company

Gold - Steward

APPENDIX 7

DIVISION LIST

Airport Communications
Airport Security
Airfield Maintenance (Reno Airport)
Airfield Maintenance (Reno-Stead Airport)
Building Maintenance
Custodial Services
Landside Operations
Materials Management
Outside Properties (Mini Warehouse)
Technology & Information Systems