

STATE OF NEVADA
LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

RENO/TAHOE AIRPORT POLICE
SUPERVISORS ASSOCIATION; BARRY
ROSEMAN and FRANK FOWLER,
Complainants,

vs.

AIRPORT AUTHORITY OF WASHOE
COUNTY,
Respondent.

ITEM NO. 477

CASE NO. A1-045671

DECISION

For Complainants: Michael E. Langton, Esq.

For Respondent: Gregory A. Brower, Esq.
Jones Vargas

STATEMENT OF THE CASE

On December 10, 1999, the RENO/TAHOE AIRPORT POLICE SUPERVISORS ASSOCIATION ("R/TAPSA"), BARRY ROSEMAN ("ROSEMAN"), and FRANK FOWLER ("FOWLER") filed a Complaint alleging that the AIRPORT AUTHORITY OF WASHOE COUNTY ("AAWC") committed practices prohibited by NRS 288.270 by (1) discriminating against them concerning their terms and conditions of employment, (2) engaging in actions calculated to discourage membership in the R/TAPSA, (3) attempting to prevent R/TAPSA from acting as the exclusive bargaining representative of AAWC Police supervisors, (4) refusing to negotiate with the R/TAPSA's duly appointed representatives, president ROSEMAN and/or its vice president FOWLER, and (5) attempting to negotiate only with a member. AAWC filed its answer on January 26, 2000 and a pre-hearing conference was held on July 19, 2000.

The Local Government Employee-Management Relations Board ("BOARD") held a hearing on August 17 and 18, 2000 and September 19, 2000, noticed in accordance with Nevada's Open Meeting Law. Complainants were represented by Michael E. Langton, Esq., and Respondent was represented by Gregory A. Brower, Esq. The Board heard oral argument from counsel, testimony

1 from eight (8) witnesses, received and reviewed exhibits, and reviewed post-hearing briefs. The
2 Board's findings are set forth as follows:

3 **DISCUSSION**

4 On September 2, 1998, ROSEMAN, FOWLER, and a third AAWC Police Department
5 supervisor, Gary Nottingham ("Nottingham"), advised AAWC of their intent to form an Association
6 under NRS Chapter 288. (Tr. I, 24; and Ex. 3). A follow up letter dated September 28, 1998, was
7 sent to Miles Crafton, the manager of Human Resources at the time. (Tr. I, 29, and Ex. 4). There
8 was no communication from AAWC or Miles Crafton. A third letter dated October 13, 1998, was
9 sent reiterating the intent to form the association and requesting to be placed on the November Board
10 of Trustee meeting agenda. (Tr. I, 30; Ex. 5).

11 On October 23, 1998 a meeting took place with the three sergeants, Miles Crafton, Dan
12 Simich (Director of Operations at that time), and Chief Carlisle DeWitt. (Tr. I, 31). ROSEMAN
13 testified, "I sent Miles Crafton a letter basically recapping the meeting that we had had with them.
14 In one portion of my memo to him, I informed him that the sergeants were not going to be dissuaded
15 from forming our association because we wanted to be a member of PORAC and that we had to be
16 a recognized organization in which to be members of PORAC and PORAN." (Tr. I, 32; Ex. 8).
17 (PORAC is the Police Officers Research Association of California; PORAN is the Police Officers
18 Research Association of Nevada.)

19 ROSEMAN made a presentation to AAWC's Board of Trustees at a caucus meeting on
20 November 10, 1998 (two days prior to the November 12 public Board meeting). ROSEMAN
21 testified that Trustee Geno Menchetti ("Trustee Menchetti") made the statement in that meeting
22 "There's a price to pay when employees choose to form their own unions instead of working with
23 management." (Tr. I, 37.) Trustee Menchetti testified that he did not recall making the statement
24 about the R/TAPSA, but about another association. (Tr. I, 207-8). Under cross-examination,
25 Counsel Langton pointed out to Trustee Menchetti that he was quoted in the newspaper on
26 November 12 as saying "There is a price to pay when employees choose to unionize." Trustee
27 Menchetti did not recall speaking to the reporter about the quote. (Tr. I, 215).

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1 On November 12, 1998 the Board of Directors for the AAWC voted at a public meeting to
2 recognize the R/TAPSA as the exclusive bargaining representative for the AAWC's Airport Police
3 supervisors.

4 By letter dated November 12, 1998, ROSEMAN (the president of R/TAPSA) gave notice to
5 the AAWC of its intent to immediately commence negotiations for a collective bargaining agreement
6 with a scheduled date and time of November 16, 1998 at 10:00 a.m. (Ex. 9). The AAWC did not
7 attend the meeting and Miles Crafton indicated that the AAWC was not going to negotiate until
8 February of the next year. (Tr. I, 41-42).

9 ROSEMAN testified that R/TAPSA attempted to engage the AAWC in negotiations on
10 November 16, but was told "the Airport wasn't going to negotiate with us at that time." (Tr. I, 41).

11 By letter dated November 17, 1998, the R/TAPSA again requested negotiations commence
12 immediately in an attempt to obtain a contract covering the period from November 1998, through
13 at least June 1999. Within said letter, R/TAPSA expressed its concerns about not commencing
14 negotiations until after February 1, 1999, and working without a collective bargaining agreement.

15 R/TAPSA further suggested negotiations commence November 24 or November 25, 1998.

16 By letter dated November 30, 1998, addressed to Mr. Crafton, the R/TAPSA expressed its concerns
17 about the AAWC's failure to respond to previous communications concerning negotiations and
18 requested negotiations commence not later than December 17, 1998. Said letter was also sent to
19 other representatives of the AAWC, including Krys Bart, Executive Director.

20 By letter dated December 4, 1998, Crafton responded to the R/TAPSA's previous requests
21 that negotiations commence prior to February 1, 1999, and within said letter stated, in part: "[T]he
22 AAWC does not support your request to commence negotiations for the period December, 1998 to
23 June 30, 1999."

24 Due to the Christmas and New Year's Eve holidays, all time cards of the AAWC police
25 department were turned in earlier than usual. The secretary for the department is Louise Krueger.
26 Nottingham saw Ms. Krueger's notations on her desk flip calendar for December 21 and 22, 1999,
27 which conflicted with the time sheets that indicated ROSEMAN and FOWLER allegedly declared
28 overtime they didn't work (Tr. II, 226). Without verifying the notations on the calendar with Ms.

1 Krueger, Nottingham reported alleged discrepancies in ROSEMAN and FOWLER'S time cards via
2 an anonymous note (e.g., 2 hours were reported as overtime incurred during the holidays although
3 both FOWLER and ROSEMAN had not worked overtime (Tr. II, p. 226)) . (Tr. II, 235-237; Ex.
4 A). Ms. Krueger testified at the hearing that her calendar was not totally accurate and she wasn't
5 really keeping track of people's time. (Tr. III, 36-37).

6 Nottingham testified that "some time later" Chief DeWitt asked him if he had written the
7 anonymous note and admitted writing the same. (Tr. II, 227). Nottingham further testified that the
8 Chief asked him for a formal complaint and he did file a formal complaint with Chief DeWitt. (Tr.
9 II, 228; Ex. B). Under cross-examination, Nottingham acknowledged that scheduled overtime is
10 recorded when time cards are handed in early. (Tr. II, 248).

11 By letter dated January 20, 1999, the R/TAPSA, by and through its President ROSEMAN,
12 again advised the AAWC of its intent to immediately commence negotiations "as soon as possible,
13 past February 1, 1999, for the contract year 1999-2000." Within said letter the Association requested
14 certain information from the AAWC as provided in NRS 288.180.

15 By letter dated February 20, 1999, Joan Dees, Manager of Accounting and Investments for
16 AAWC, responded to the R/TAPSA's letter of January 20, 1999, and provided certain financial
17 information, but did not identify any persons who would negotiate on behalf of the AAWC.

18 On March 4, 1999, ROSEMAN and FOWLER were notified that Nottingham had filed a
19 complaint against them, for "mismarked time sheets involving overtime and holiday," and that an
20 investigation would be conducted. (Exhibits F and G).

21 On April 13, 1999 ROSEMAN and FOWLER were separately interviewed by Inspector
22 Alfred from the Nevada Division of Investigation at the request of the AAWC concerning the
23 allegation they had mismarked time sheets for the time period covering the New Year's Eve holiday.
24 He did not question them about any other alleged violations. (Emphasis added.) (Tr. I, 170—171
25 and 276—278).

26 On May 18, 1999, Alfred gave his investigative report the AAWC. The report concluded (at
27 page 24) that the allegation of violation of "Employee Rules of Conduct, Section D, theft or
28 dishonesty (including falsification of time records)" was "Not Sustained - Lack of evidence and

1 record keeping" as to both ROSEMAN and FOWLER. (Ex. K). However, Alfred's report also
2 stated that ROSEMAN and FOWLER had allegedly violated other rules of the AAWC even though
3 no one had previously complained that there had been other alleged violations. (*Id.*). ROSEMAN
4 and FOWLER learned of the other allegations on June 12, 1999 when he was placed on suspension
5 by the AAWC and given a redacted copy of the investigator's report. (Tr. I, 171).

6 At the hearing, Alfred testified that allegations two (2) through eight (8) of his investigation
7 all stemmed from the fact that ROSEMAN and FOWLER did not work their shifts as scheduled and
8 did not obtain prior approval from the Chief. (Tr. II, 25—33). When questioned if he found that
9 changing their schedules violated airport policy, Alfred testified that he found changing their
10 schedules without prior approval violated the Chief's verbal policy. (Tr. II, 25, 117). He further
11 testified that he did not know the date the verbal order allegedly violated was given. (Tr. II, 58).
12 ROSEMAN testified that he received no such order from the Chief and that "[h]e told me
13 specifically that you know the need and to do it." (Tr. II, 176). ROSEMAN further testified:

14 A: I admitted that I didn't have prior approval from the
15 chief but I also told Mr. Alfred that I felt that I had his authorization
16 to do that when he told me to schedule all three sergeants to run the
operations of the department and that we knew the need and to get the
job done. I considered that authorization to do that.

* * *

17 Q: Apparently the chief has a different opinion on that?

18 A: Well, we'd been doing -- all three sergeants had been
doing that for months and nothing was ever said to us, we not once
got told "Don't do that" or anything.

19 Q: Not once?

20 A: Not once.

(Tr. I, 194).

21 Mr. Dicks: My question to you is: What, in the course of
22 your dealings with the chief, led you to believe that the chief
23 understood that you were changing your shifts, since it sounds to me
that it would not be apparent from the time cards that he was signing
that you were doing that?

24 The Witness: Correct. Like I said, sir, I was coming in at an
25 earlier start time than I normally would. I normally would not see the
26 Chief at all on the 6:00 to 4:00 in the morning shift but I was seeing
him all the time. I was talking to him every day that I came in. There
shouldn't have been a question that I was at work. I was in a police
uniform, not in my plain clothes.

* * *

27 The Witness: Yes, ma'am. It continued right up to the point
28 sometime -- well, it was after the investigation started. It still

1 continued and sometime in between the start of the investigation and
2 the end of it, the Chief then came forward and said, "I want you to
3 work the shifts you're assigned. I don't want you rotating hours," and
4 from that point on it stopped after we were told that that wasn't his
5 desire.

6 (Tr. I, 199—200).

7 When questioned about the October 5, 1998 memo pertaining to sergeants setting their own
8 work hours (Exhibit 47), Chief DeWitt testified that he recognized the document, but that he did not
9 recall, "having any advance notice that they were doing these types of things." (Tr. II, 215).

10 In regards to the Chief having prior notice of scheduling issues, Louise Krueger testified that she had
11 "on other occasions" prior to December 1998 told the Chief that there were discrepancies on time
12 cards. (Tr. III, 52). Further testimony is as follows:

13 Mr. Dicks: So would it seem fair for me to conclude from
14 your answers that the Chief was probably aware from your comments
15 to him of discrepancies in the time card prior to Sergeant Nottingham
16 bringing it to his attention?

17 The Witness: Yes

18 (Tr. III, 52-53).

19 ROSEMAN approached Deena Wiggins, the Business Enterprise/Equal Employment
20 Opportunity Coordinator for the Airport Authority, regarding "a situation in the workplace and that
21 he believed that individuals in the workplace were trying to get him — they were — they were trying
22 to get him in trouble or get him investigated by the NDI." (Tr. I, 223). Ms. Wiggins started keeping
23 notes about everything that was told to her by ROSEMAN and FOWLER. (Tr. I, 225). ROSEMAN
24 and FOWLER told Ms. Wiggins about a number of problems they felt were occurring in the police
25 department such as disparate treatment and ethnic profiling. (Tr. I, 228-229). Three new police
26 officers also came to Ms. Wiggins independently and showed her extensive documentation on the
27 conditions of their workplace. (Tr. I, 229).

28 Ms. Wiggins obtained permission from Miles Crafton to meet with ROSEMAN at his home
on April 2, 1999. After the meeting Krys Bart, the Executive Director of the Airport Authority, told
Ms. Wiggins that "she was very disappointed that I had gotten involved with ROSEMAN and
FOWLER and the NDI investigation, and that I was never to go to anybody's house again to meet
with them independently."

1 Ms. Wiggins testified ROSEMAN showed her memos, copies of time sheets, photographs
2 and logs. (Tr. I, 233). Ms. Wiggins also testified:

3 ...My discussion with Miles was that I recommended-I said, 'Miles,
4 maybe we can talk to the NDI guy and see if he can expand the scope
5 of his investigation to include everyone's time sheets to see how
6 everyone is doing their time sheets and look at this ethnic profiling
7 and this disparate treatment and this—you know—alleged harassment
8 that was going on in the police department."

9 (Tr. I, 234).

10 Ms. Wiggins further testified that she had asked Alfred whether the investigation was
11 criminal or internal. (Tr. I, 238) Ms. Wiggins expressed an interest in expanding the investigation
12 to other issues and other people to Alfred. (Tr. I, 236). When Alfred called her a few days later, he
13 indicated that NDI could only look at criminal issues associated with the police department and that
14 the other issues would have to be an internal investigation. (Tr. 237—238).

15 After their terminations, ROSEMAN and FOWLER tried to continue negotiations on behalf
16 of the Association, but all such attempts were rejected by the AAWC, on the ground that neither
17 ROSEMAN or FOWLER could be the negotiators for the Association because they were no longer
18 employees of AAWC. By letter dated July 14, 1999, the AAWC advised the R/TAPSA: "The
19 Airport Authority has the obligation to negotiate with recognized employee organizations that
20 represent persons employed by the local government employer. It is the opinion of the Airport
21 Authority General Counsel that Barry Roseman and you [Fowler] are no longer employees of the
22 Airport Authority as defined in NRS 288.050." (Ex. 32).

23 FINDINGS OF FACT

24 1. The Airport Authority of Washoe County is a political subdivision of the State of
25 Nevada and a governmental employer under NRS 288.060.

26 2. On or about September 2, 1998, ROSEMAN, FOWLER, and Nottingham were all
27 sergeants with the Airport Authority of Washoe County.

28 3. On or about September 2, 1998, ROSEMAN, FOWLER, and Nottingham advised
the Airport Authority of Washoe County ("AAWC") of their intent to form an Association under
Chapter 288.

1 4. A follow up letter of intent dated September 28, 1998, was sent to Miles Crafton, the
2 manager of Human Resources for the Airport Authority at the time.

3 5. A third letter dated October 13, 1998, was sent indicating that the Sergeants had not
4 heard from the Airport Authority, reiterated the intent to form the association, and requesting to be
5 placed on the November Board of Trustee meeting agenda.

6 6. On October 23, 1998 a meeting took place with the three sergeants, Miles Crafton,
7 Dan Simich (Director of Operations at that time), and Airport Police Chief Carlisle DeWitt.

8 7. On or about October 27, 1998, ROSEMAN sent a memo to Miles Crafton recapping
9 the meeting and stating that the sergeants were not going to be dissuaded from forming the
10 association.

11 8. ROSEMAN made a presentation to the Board of Trustees at a caucus meeting on
12 November 10, 1998.

13 9. On or about November 10, 1998, at the Board of Trustee meeting, ROSEMAN heard
14 Trustee Menchetti say there would be a price to pay.

15 10. On or about November 12, 1998, Trustee Menchetti was quoted in the newspaper as
16 saying "There is a price to pay when employees choose to unionize."

17 11. On November 12, 1998, the Board of Directors for the AAWC voted at a public
18 meeting to recognize the R/TAPSA as the exclusive bargaining representative for the AAWC's
19 Airport Police supervisors.

20 12. Reno/Tahoe Airport Police Supervisors Association is an employee organization as
21 defined in NRS 288.040, and maintains offices in the City of Reno, with its mailing address as 656
22 Oak Creek Drive, Reno, Nevada 89511.

23 13. The Reno/Tahoe Airport Police Supervisors Association is comprised solely of law
24 enforcement officers, or "peace officers" as defined in Chapter 289 of the Nevada Revised Statutes,
25 as well as Chapter 288 of the Nevada Revised Statutes.

26 14. By letter dated November 12, 1998, ROSEMAN (the president of R/TAPSA) gave
27 notice to the AAWC of its intent to immediately commence negotiations for a collective bargaining
28 agreement with a scheduled date and time of November 16, 1998 at 10:00 a.m.

1 15. The R/TAPSA attempted to engage the AAWC in negotiations on November 16, but
2 was told "the Airport wasn't going to negotiate with us at that time."

3 16. By letter dated November 17, 1998, the R/TAPSA again requested negotiations
4 commence immediately in an attempt to obtain a contract covering the period from November 1998,
5 through at least June 1999.

6 17. By letter dated November 30, 1998, addressed to Mr. Crafton, the R/TAPSA
7 expressed its concerns about the AAWC's failure to respond to previous communications concerning
8 negotiations and requested negotiations commence not later than December 17, 1998. Said letter
9 was also sent to other representatives of the AAWC, including Krys Bart, Executive Director.

10 18. By letter dated December 4, 1998, Crafton responded to the R/TAPSA's previous
11 requests that negotiations commence prior to February 1, 1999, and within said letter stated, in part:
12 "[T]he AAWC does not support your request to commence negotiations for the period December,
13 1998 to June 30, 1999."

14 19. Due to the Christmas and New Year's Eve holidays, all time cards of the AAWC
15 police department were to be turned in prior to the last day of the pay period for those holidays.

16 20. The secretary for the Police Department is Louise Krueger.

17 21. Sgt. Nottingham believed from Ms. Krueger's notations on her desk flip calendar in
18 comparison with the time sheets for the same period that ROSEMAN and FOWLER declared
19 overtime they had not worked.

20 22. Without speaking to Ms. Krueger, Nottingham anonymously reported alleged
21 discrepancies in ROSEMAN and FOWLER's time cards for that holiday pay period to Chief
22 DeWitt.

23 23. Ms. Krueger testified at the hearing that her calendar wasn't totally accurate and she
24 wasn't really keeping track of people's time.

25 24. Chief DeWitt asked Nottingham if he had written the anonymous note and
26 Nottingham admitted to its authorship.

27 25. The Chief asked Nottingham for a formal complaint, which was eventually filed.

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1 26. Department policy is to record scheduled overtime when time cards are handed in
2 early.

3 27. Prior to the New Year's Eve party at the Hilton Hotel in 1998, Chief DeWitt had
4 independent advanced notice of the hours both ROSEMAN and FOWLER intended to work over
5 that holiday period due to their invitation to him [DeWitt] to join them at the celebration.

6 28. By letter dated January 20, 1999, the R/TAPSA, by and through its President
7 ROSEMAN, again advised the AAWC of its intent to immediately commence negotiations "as soon
8 as possible, past February 1, 1999, for the contract year 1999-2000."

9 29. By letter dated February 20, 1999, Joan Dees, Manager of Accounting and
10 Investments for AAWC, responded to the R/TAPSA's letter of January 20, 1999, and provided
11 certain financial information, but did not identify any persons who would negotiate on behalf of the
12 AAWC.

13 30. On March 4, 1999, ROSEMAN and FOWLER were notified that Nottingham had
14 filed a complaint against them for "mismarked time sheets involving overtime and holiday," and that
15 an investigation would be conducted.

16 31. On April 13, 1999, ROSEMAN and FOWLER were separately interviewed by
17 Inspector Alfred from the Nevada Division of Investigation at the request of the AAWC concerning
18 the allegation they had mismarked time sheets for the time period covering the Christmas and New
19 Year's Eve holidays.

20 32. Inspector Alfred did not question them about any other alleged violations.

21 33. On May 18, 1999, Alfred gave his investigative report to the AAWC.

22 34. The report concluded (at page 24) that the allegation of violation of "Employee Rules
23 of Conduct, Section D, theft or dishonesty (including falsification of time records)" was "Not
24 Sustained - Lack of evidence and record keeping" as to both ROSEMAN and FOWLER.

25 35. Alfred's report also stated that ROSEMAN and FOWLER had allegedly violated
26 other rules of the AAWC, even though no one had previously complained that there had been other
27 alleged violations, nor were ROSEMAN or FOWLER placed on notice of such allegations.

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1 36. ROSEMAN and FOWLER learned of other allegations on June 12, 1999 when they
2 were placed on suspension by the AAWC and given a redacted copy of the investigator's report.

3 37. Alfred based allegations two (2) through eight (8) on the fact that ROSEMAN and
4 FOWLER did not work their shifts *as scheduled* and did not obtain prior approval from the Chief.

5 38. Alfred found *changing* schedules without prior approval violated the Chief's verbal
6 policy, although he did not know the date of such verbal order.

7 39. Chief DeWitt received a memo dated October 5, 1998, from an airport officer
8 complaining that the Sergeants did not work their scheduled hours.

9 40. Louise Krueger had on "other occasions" told Chief DeWitt there were discrepancies
10 on time cards, thus providing Chief DeWitt with actual notice of time card practices of the sergeants;
11 and the Chief's failure to act on this information establishes his consent to such practices.

12 41. By letter dated June 26, 1999, FOWLER contacted Joan Dees and requested a
13 response to his voice mail communication on or about June 22, 1999, requesting a date to continue
14 negotiations.

15 42. By letter dated July 9, 1999, the R/TAPSA, by and through its vice president
16 FOWLER, wrote the AAWC regarding "Final request to resume negotiations."

17 43. A letter dated July 14, 1999 advised the R/TAPSA that: "The Airport Authority has
18 the obligation to negotiate with recognized employee organizations that represent persons employed
19 by the local government employer. It is the opinion of the Airport Authority General Counsel that
20 Barry Roseman and you are no longer employees of the Airport Authority as defined in NRS
21 288.050."

22 44. Should any finding of fact be more properly construed as conclusions of law, may
23 they be so deemed.

24 CONCLUSIONS OF LAW

25 1. The Local Government Employee-Management Relations Board has jurisdiction over
26 the parties and the subject matter of the R/TAPSA's Complaint pursuant to the provisions of NRS
27 Chapter 288.

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1 2. The Airport Authority of Washoe County is a local government employer as defined
2 by NRS 288.060.

3 3. The R/TAPSA is an employee organization as defined by NRS 288.040.

4 4. As Complainant herein, R/TAPSA has the burden of proof and such substantial
5 evidence proof was met in the present situation

6 5. The conduct of the AAWC constitutes prohibited practices under Chapter 288 of the
7 Nevada Revised Statutes, and more specifically, NRS 288.140, NRS 288.150, NRS 288.180 (2) and
8 (3), and NRS 288.270.

9 6. The conduct of the AAWC was calculated to discourage membership in the
10 R/TAPSA, a legitimate NRS Chapter 288 organization.

11 7. The only allegation ROSEMAN and FOWLER were officially charged with and
12 notified of (i.e., falsification of time records) was found to be "not sustained."

13 8. The Alfred Investigative Report was used by AAWC to achieve pretextual
14 terminations of ROSEMAN and FOWLER.

15 9. But for the protected union activity, these employees would not have been disciplined,
16 let alone discharged.

17 10. No verbal or written warnings were provided to ROSEMAN and FOWLER of other
18 charges to be brought against them.

19 11. NDI's investigation did not adequately investigate the other allegations against
20 ROSEMAN and FOWLER.

21 12. Based upon the Board's observance of the witnesses from AAWC and David Alfred,
22 a marginal investigation appears to have been performed by the outside state agency.

23 13. Based upon the Board's observance of the AAWC witnesses, the new airport director
24 was under pressure to change the lax personnel procedures.

25 14. Based upon the Board's observance of the AAWC witnesses as well as Chief DeWitt
26 and officers ROSEMAN, FOWLER and Nottingham, the airport police supervision was under
27 pressure due to the staff being shorthanded.

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15. The statement by a trustee that upon the establishment of a union, a price would be paid, could be deemed a threat to the new union, R/TAPSA.

DECISION AND ORDER

IT IS ORDERED that the AIRPORT AUTHORITY OF WASHOE COUNTY immediately cease violating the rights of the RENO/TAHOE AIRPORT POLICE SUPERVISORS ASSOCIATION and its members as set forth within Chapter 288 of the Nevada Revised Statutes. IT IS ORDERED that the AIRPORT AUTHORITY OF WASHOE COUNTY rescind any and all action taken against Complainant BARRY ROSEMAN and that he be reinstated to his former position of sergeant, with all back pay and benefits.

IT IS FURTHER ORDERED that the AIRPORT AUTHORITY OF WASHOE COUNTY immediately afford full recognition to R/TAPSA.

IT IS ORDERED that the AIRPORT AUTHORITY OF WASHOE COUNTY be required to post the attached notice marked "Appendix," at its airport facility. Copies of the notice, after being signed by the Executive Director of AA WC, shall be posted by the Respondent immediately upon receipt and shall be maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted.

1 IT IS FURTHER ORDERED that the Complainants be reimbursed reasonable attorney's fees
2 and costs incurred in this action, and that proofs of fees and costs be filed with this Board and served
3 on Respondent within twenty (20) days with Respondent to accept or oppose the same within ten
4 (10) days of receipt of the proofs.

5 DATED this 30th day of January, 2001.

6 LOCAL GOVERNMENT EMPLOYEE-
7 MANAGEMENT RELATIONS BOARD

8 By:


KAREN L. MCKAY, Chairman

9
10 By:


JOHN E. DICKS, ESQ., Vice-Chairman

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APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD
An Agency of the State of Nevada

The Local Government Employee-Management Relations Board has found that the management of AAWC have violated the Nevada Revised Statutes, Chapter 288 and has ordered AAWC to post and abide by this notice.

AAWC WILL NOT in any like or related manner interfere with, restrain or coerce R/TAPSA in the exercise of the rights guaranteed by NRS 288.

AAWC WILL make whole, with interest, those employees named below who are found to have suffered economic loss as a result of their termination of employment by management of AAWC.

Barry Roseman and Frank Fowler

AAWC will reinstate the employment of both employees and agree to promptly begin negotiations with the Reno Tahoe Airport Police Supervisors Association.

Executive Director, AAWC