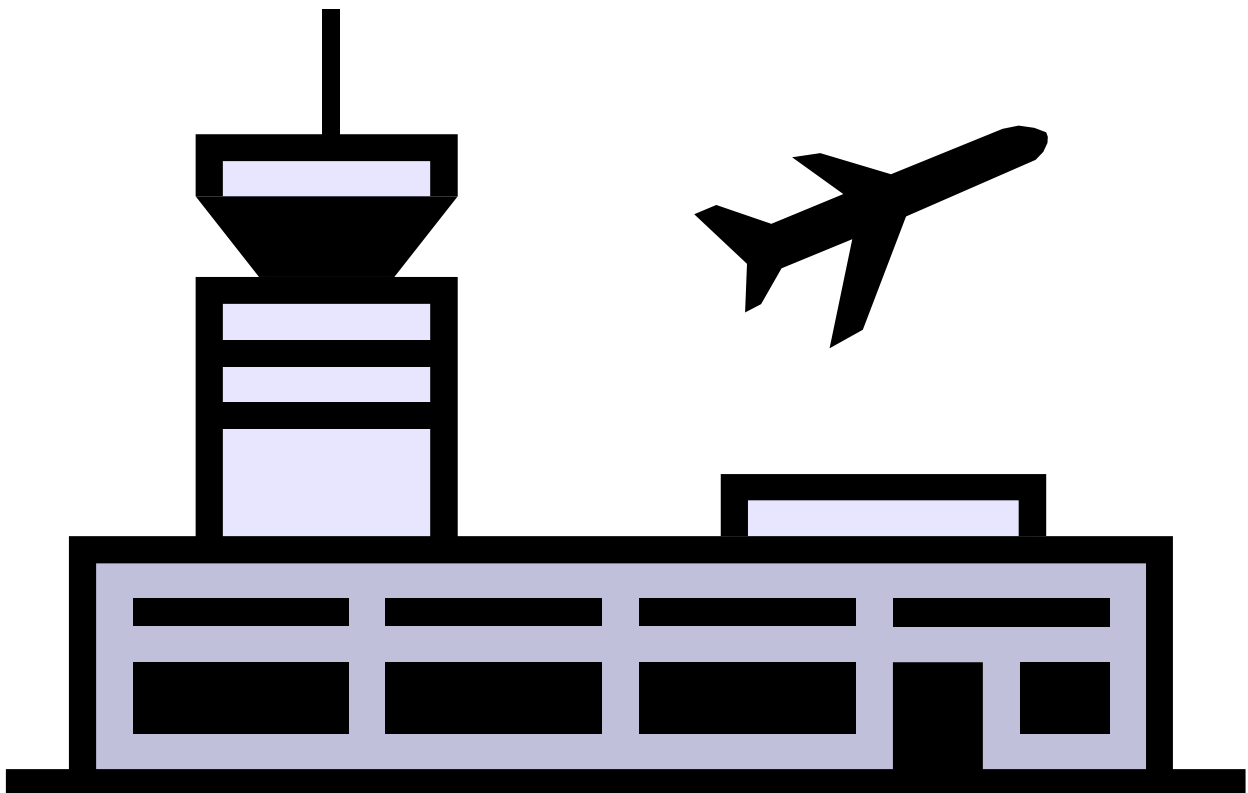


**AGREEMENT**  
**between**  
**AIRPORT AUTHORITY POLICE OFFICERS'**  
**PROTECTIVE ASSOCIATION**  
**and**  
**RENO-TAHOE AIRPORT AUTHORITY**

**Fiscal Years 2017 – 2018, 2018 – 2019,  
2019 – 2020 and 2020 – 2021**



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## **AGREEMENT**

This AGREEMENT is by and between the RENO-TAHOE AIRPORT AUTHORITY, hereinafter called the "AIRPORT AUTHORITY," and AIRPORT AUTHORITY POLICE OFFICERS' PROTECTIVE ASSOCIATION, hereinafter called the "AAPOPA." The AIRPORT AUTHORITY is a body corporate, and politic, and a quasi-municipal corporation, established to provide service to the public and must remain open and operational at all times.

## ARTICLE 1 - DEFINITIONS

**Anniversary Date:** The date an officer begins employment (date of hire) as a newly sworn Airport Authority Police Officer.

**Base Rate of Pay:** The amount of pay the officer is designated to receive for the officer's job classification, excluding any additional types of pay.

**Benefits:** As defined in this Agreement shall mean: unemployment contribution, Workers' Compensation insurance, annual (vacation) leave, sick leave, Public Employees Retirement System contribution, holidays, health insurance, vision insurance, dental insurance, tuition reimbursement, Life Insurance, Additional Death and Dismemberment insurance, and Long Term Disability (All benefits are subject to any limitations, reductions or exclusions based on the terms and conditions of this Agreement and insurance company policies in effect at the time benefits are disbursed).

**Excused Absence:** An absence before which an officer notifies his/her Supervisor (or appropriate authority) and for which the Supervisor grants permission to the officer to be absent.

**Insubordination:** Failure to follow or carry out any reasonable order by management or a management representative, including refusal to work on jobs assigned by the supervisor which are consistent with AIRPORT AUTHORITY Police department job duties.

**Manager:** For purposes of this Agreement, any Captain or Chief, other than the officer's assigned first-line supervisor.

**Operational Necessity:** A modification to the approved shift schedule by the Police Chief or his/her designee for the purposes of maintaining continuity and efficient operations. Examples of situations where a modification may occur are: emergencies/disasters, either man made or natural; training needs; discipline. The duration of the modification will be determined by the Police Chief or his/her designee.

**Position:** A specific office or employment, whether occupied or vacant, carrying certain duties by an individual.

**President/CEO:** The Chief Executive Officer of the AIRPORT AUTHORITY. As used herein, includes any Department Director or Vice President 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.

**Probationary Employee:** An employee who is undergoing a working test period during which the employee is required to demonstrate his/her ability to carry out the duties for the position to which appointed, transferred, or promoted. In the case of Police Officers,

this period normally lasts for 12 months. Probationary periods will not be extended.

**Supervisor:** An officer's assigned first-line Supervisor/Sergeant.

**Unexcused Absence:** Defined as the officer not notifying his/her immediate Supervisor (or appropriate authority) of a planned absence or failing to obtain the required permission for an absence, or both.

## **ARTICLE 2 - INTENT**

WHEREAS, the AIRPORT AUTHORITY is a body corporate and politic, and a quasi-municipal corporation established to provide services 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 AUTHORITY"); and

WHEREAS, the AAPOPA is the exclusive representative of all officers 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 AAPOPA to enter into an Agreement which shall reflect the requirements and intent of Chapter 288 of the Nevada Revised Statutes and all other applicable laws.

### **ARTICLE 3 – RECOGNITION**

The AIRPORT AUTHORITY hereby recognizes the AAPOPA as the exclusive collective bargaining agent for all regular officers employed by the AIRPORT AUTHORITY in the job classification of Police Officer. This recognition is granted for the period during which the AAPOPA qualifies as the exclusive representative of those officers under the provisions of NRS 288.



#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- A. Pursuant to NRS 288.150, the AIRPORT AUTHORITY has the right and is entitled without negotiation to:
1. Hire, direct, promote, transfer, or assign an officer, but excluding the right to assign or transfer an officer as a form of discipline.
  2. Suspend, demote, discharge, or take other disciplinary action against any officer for just cause.
  3. Lay off any officer because of lack of work or lack of funds, per the provisions of Article 12.
  4. Determine staffing levels, work performance standards, the content of the workday, and workload factors except for safety considerations.
  5. Lay off any officer because of lack of work or lack of funds, per the provisions of Article 12.
  6. Determine the quality and quantity of services to be offered to the public and the methods and means by which its operations are to be conducted.
  7. Maintain the efficiency of its governmental operations.
  8. Take whatever actions may be necessary to carry out its responsibilities in emergency situations, such as riot, military action, natural disaster, or civil disorder. These actions may include suspension of any collective bargaining agreement for the duration of the emergency. An emergency associated with an accident of an aircraft using the airport is not an emergency as it relates to this section.
- B. Unless specifically modified by this Agreement, all rights and responsibilities of the AIRPORT AUTHORITY shall remain the functions of the AIRPORT AUTHORITY.

## **ARTICLE 5 - NO STRIKE CLAUSE**

- A. The AAPOPA, its agent and its membership, individually and collectively, will not promote, sponsor or engage in any strike against the AIRPORT AUTHORITY, slow down, or interruption of operations, concentrated stoppage of work, absence for work upon any pretext or excuse such as illness, which is not founded in fact; or any other intentional interruption of the operations of the AIRPORT AUTHORITY, regardless of the reason for so doing, and will use its best efforts to induce all officers covered by this Agreement to comply with this pledge.
  
- B. The AIRPORT AUTHORITY will not lock out any officers during the term of this Agreement as a result of a labor dispute with the AAPOPA.

## **ARTICLE 6 - NON-DISCRIMINATION**

- A. The parties agree to abide by and to be bound by all applicable provisions of the Nevada Revised Statutes, Chapter 288 including subsection 288.270, as from time to time amended.
  
- B. In accordance with applicable laws, no officer shall be unlawfully discriminated against by either the AIRPORT AUTHORITY or the AAPOPA because of lawful AAPOPA activities or based on any state or federally protected category. Any complaint alleging a violation of this subsection shall first be submitted to Human Resources and if not resolved, to the appropriate administrative agencies having responsibility for enforcing state or federal laws governing non-discrimination in employment. Any complaint alleging unlawful discrimination due to lawful AAPOPA activities may also be submitted for processing through the grievance procedure in this Agreement.

## **ARTICLE 7 - DUES DEDUCTION**

- A. Upon receipt of a written authorization from each officer so desiring, the AIRPORT AUTHORITY shall make payroll deductions in an amount sufficient to provide the payment of regular dues established by the AAPOPA. Upon receipt of the written authorization referenced above, the AIRPORT AUTHORITY will begin dues deductions in a timely manner, but not later than thirty (30) calendar days from receipt of such authorization. The AAPOPA shall give the AIRPORT AUTHORITY thirty (30) calendar days written notice prior to any change of dues.
  
- B. The AIRPORT AUTHORITY will abide by the AAPOPA Bylaws regarding enrollment and withdrawal periods for dues deductions.
  
- C. The AAPOPA 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 and at the request of the AAPOPA pursuant to this Article.

## **ARTICLE 8 - AAPOPA ACTIVITIES**

- A. The AIRPORT AUTHORITY shall allow up to one hundred and twenty (120) hours collectively a fiscal year with pay for duly elected AAPOPA Officers to conduct AAPOPA related business. The officer will provide prior notification, in writing, as soon as possible to his/her Supervisor when it is necessary to attend to AAPOPA activities. AAPOPA Officers may only use AAPOPA business leave during regularly scheduled work hours and will not receive compensation when performing any AAPOPA related business outside of regularly scheduled work hours nor will this time count against the yearly AAPOPA Officers leave bank. The AAPOPA will notify the AIRPORT AUTHORITY, in writing, of current AAPOPA Officers within thirty (30) days after elections or as changes occur.
- B. The AIRPORT AUTHORITY agrees to allow AAPOPA meetings to be held on AIRPORT AUTHORITY property with prior approval from the Chief of Police or designee. Meetings shall not exceed one and one half (1.5) hour's duration. Officers shall not receive any compensation for meetings held beyond their regularly scheduled work hours. Based on operational needs, officers may be called out of these meetings to perform duties as assigned.
- C. In no instance shall release time of AAPOPA members for officer representation result in payment of overtime by the AIRPORT AUTHORITY.
- D. From time to time AIRPORT AUTHORITY management may request a meeting with the duly elected Officers of the AAPOPA. There shall be no loss of pay for any AAPOPA Officers involved in these meetings, this meeting time shall not be deducted from the allowance stated in Section A, above, and shall be mutually agreed upon.
- E. Officers who are parties of interest and/or witnesses in matters relating to officer grievance hearings or meetings, officer disciplinary meetings, and officer termination meetings may be required to attend meetings with AIRPORT AUTHORITY management. Officers will be compensated for any time spent in these meetings.
- F. Four (4) officers designated by the AAPOPA shall be allowed to attend all collective bargaining sessions with pay.
- G. The AAPOPA will be allowed a bulletin board and a file cabinet to be located in a common area of the Police department. These items may be used to store, post and view related news and issues, however, no materials may be posted which are obscene, defamatory, or impair the operation of the department.
- H. Pursuant to Section 1 of SB 241 as signed by the Governor on 6/1/15, the parties have bargained over the paid time described above. During the negotiations for this collective bargaining agreement, the AAPOPA made concessions, the value of which offsets the paid time described above for the period as defined in Article 39 – Duration.

**ARTICLE 9 - POSITION OPENINGS AND EXAMINATIONS**

THIS ARTICLE ELIMINATED FROM AGREEMENT, EFFECTIVE JULY 1, 2017

## **ARTICLE 10 - PROBATIONARY EMPLOYEES**

Probationary employees are covered under the terms of this Agreement and may be represented by the AAPOPA once they have completed their Field Training Officer program.

The initial twelve (12) month probationary period will not be extended. An employee not recommended for continued employment during his/her probationary period may be immediately terminated without recourse to the Grievance, Discipline or Involuntary Termination procedures set forth in Articles 13, 14 and 15 of this Agreement.

## **ARTICLE 11 - OUT OF CLASS ASSIGNMENT**

- A. The parties recognize the AIRPORT AUTHORITY's right to assign and direct its officers. However, the AIRPORT AUTHORITY will endeavor to keep officers working within their respective classifications. In the event that there is a permanent assignment of duties which the officer believes alters the classification of his/her position, the officer may request to have his/her position studied by the Human Resources department. If the officer or the AAPOPA disagrees with the results of the study, the matter may be appealed through the Grievance Procedure, Article 13, starting at Step 1. An appeal processed through the Grievance Procedure shall be the exclusive remedy for these matters.
- B. In the event there is a temporary assignment to a higher classification, the officer shall be compensated according to the following policies and procedures:
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.
  2. If an absence of an incumbent requires assignment of another officer to duties which may qualify for pay for work in a higher classification, the Chief of Police shall decide which officer will be assigned.
    - a. The nature of the departmental assignment must be such that the officer assuming the position becomes responsible for the full duties of the higher position.
    - b. Pay for work in a higher classification shall not be utilized as a substitute for regular merit promotional procedures and may not be utilized in lieu of permanently filling a vacancy through normal hiring procedures.
  3. The officer is not eligible for additional pay until the new position assignment exceeds forty (40) consecutive worked hours. The officer will be paid the additional pay upon completion of forty (40) consecutive worked hours retroactive to assignment to the new position.
  4. The rate of pay for the assignment shall be at least five percent (5%) above the current salary of the selected officer or the minimum of the salary range for the particular job classification, whichever is greater.
  5. Holidays not worked, vacation, sick or other similar leave when the officer is not working, will be paid at the officer's regular base rate of pay.
  6. The officer's status in his/her regular classification continues and his/her anniversary and salary review dates are determined by his/her regular classification.



7. Overtime pay will be affected on the basis of the adjusted hourly rate.
8. Authorization for higher pay assignments shall be for a specified period but not for more than six (6) months. There may be extensions of such periods upon submission and approval of a new request.
9. If pay for work in a higher classification is approved, and if the assignment is terminated and later reactivated for the same officer within thirty (30) calendar days, no additional waiting period is required.
10. The Human Resources department shall be notified immediately when a higher pay assignment is initiated and terminated.
11. **Emergencies.** Notwithstanding the above positions, the Chief of Police may submit a request for higher pay for an officer(s) when an emergency necessitates. Emergencies shall be defined as those listed in NRS 288.150 paragraph 4.

## **ARTICLE 12 - REDUCTION IN FORCE/LAYOFF**

- A. All layoffs will be carried out in strict compliance with applicable laws and regulations.
- B. Whenever it is necessary for the AIRPORT AUTHORITY to reduce the number of positions under the jurisdiction of this Agreement due to lack of work or lack of funds pursuant to NRS 288.150, probationary employees in that position shall be laid off first and regular full-time officers in that position shall be laid off last. Regular full-time officers shall be laid off in inverse order of their length of service in a budgeted officer position.
- C. Prior to implementation of any layoffs, the AIRPORT AUTHORITY agrees to meet with the AAPOPA to discuss and consider the AAPOPA's recommended alternatives to any 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 layoffs.
- D. For each position, the Human Resources department shall maintain a general rehire list consisting of names of officers, in order of seniority in a budgeted officer position, who have been separated from service by layoff. Such officers shall be given the opportunity to be rehired before any new officers are hired in that position. Individual names shall remain on the rehire list for a period of two (2) years unless such time is extended by the President/CEO. Officers who have been laid off may also apply for any other open recruitment for which they are qualified.
- E. The AIRPORT AUTHORITY will notify the AAPOPA of any proposed reduction in force/layoff at least five (5) working days prior to the official notification of officers affected thereby. Such notification will include the reasons for the layoffs and the number and types of positions affected. The AAPOPA will then make its views and recommendations known to the AIRPORT AUTHORITY regarding the implementation of such proposed layoffs. It is incumbent upon the AAPOPA to keep all information related to the reduction in force/layoff confidential until the AIRPORT AUTHORITY gives notice to the affected employees.
- F. The AIRPORT AUTHORITY shall give officers affected ninety (90) days prior written notice of layoff.
- G. The AIRPORT AUTHORITY will cooperate with any officer 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 officer and will inform such officer of the method and procedures to follow in applying for any available benefits.

H. Any officer 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 officer and his/her dependents already covered by the plan on the date of reduction in force/layoff.
2. Two (2) weeks pay for each full year of service. Any partial year of service will be pro-rated at the same rate.
3. All accrued vacation time as a lump sum payment.
4. All accrued sick time paid at 100% of the officer's current hourly rate as a lump sum payment.
5. All eligible longevity pay on a pro-rated basis.
6. All eligible education reimbursement for those officers currently enrolled in an approved education reimbursement class.
7. Any officer separated from service by reduction in force/layoff shall be responsible for all applicable taxes associated with payments referenced in this paragraph, sections 2 through 6.

## ARTICLE 13 - GRIEVANCE PROCEDURE

- A. **Definition of Grievance:** For purposes of this Agreement, a grievance is defined as a written and filed dispute between AAPOPA, on behalf of an employee(s) covered by the collective bargaining agreement or an individual officer, and representatives of the AIRPORT AUTHORITY over the interpretation and/or application of the express terms of this agreement or a dispute over the issuance of discipline as defined herein.

A grievance shall not be defined to include any matter or action taken by the AIRPORT AUTHORITY or its representatives for which the Nevada Equal Rights Commission has jurisdiction or any matter specifically excluded from grievance and arbitration by other provisions of this Agreement. Disputes specifically excluded from the grievance procedures in other Articles of this Agreement shall not be construed as to be within the purview of this Article.

- B. **Definition of Discipline:** Discipline has the meaning ascribed to it as set forth in Article 14 of this Agreement.

- C. **Time Limit for Filing a Formal Grievance.** For the purpose of this Article, a "day" is defined as any calendar day except Saturdays, Sundays or holidays. Grievances shall be filed within ten (10) days of the date the grievant knew, or reasonably should have known, of the event giving rise to the grievance.

If mutually agreed, either party may request, in writing, a waiver of the time limits set forth in this Article at any step of the grievance process. A grievance shall be considered abandoned if not filed and processed by APPOPA on behalf of the officer(s) or by an individual officer in accordance with the time limitations indicated in this Article. Any failure on the part of the AIRPORT AUTHORITY or its representatives to respond to a grievance in accordance with the time limits set forth in this Article shall result in the grievance advancing to the next step of the procedure as indicated in this Article.

- D. **Documentation of a Formal Grievance.** A grievance must be reduced to writing and submitted by the AAPOPA or an individual officer to the Chief of Police or his/her designee. The Chief of Police or his/her designee shall provide a date and time stamped copy of the grievance to the person submitting the grievance and the Director of Human Resources.

The written grievance must include: 1) a list of the article(s) allegedly violated, 2) a statement of the facts causing the alleged violation(s) and 3) the remedy(s) to resolve the grievance.

The AAPOPA is the only party with the authority to advance a grievance to mediation or arbitration.

- E. **Full Disclosure.** For the purposes of resolving grievances at the earliest possible point in time, both parties shall make full disclosure of the facts and evidence which bear on the grievance, including but not limited to furnishing copies of evidence, documents, reports, written statements and witnesses relied upon to support the basis of actions taken.

With respect to non-discipline grievances, both parties agree to share a summary of such facts and evidence at least one (1) working day prior to the meeting indicated in Step 2 of the grievance process, below.

With respect to discipline grievances, the AIRPORT AUTHORITY and its representatives shall comply with the provisions of Nevada law, including, but not limited to NRS 289, in providing AAPOPA and/or its members with documentation relating to the charges and findings. An arbitrator shall not consider any evidence from a party who willfully failed to produce such evidence in support of his/her position. Information obtained from conducting a Title VII investigation is exempt from this provision.

- F. **Procedure for Adjusting Grievances.** Both the AAPOPA and the AIRPORT AUTHORITY agree that it is in the party's best interest to resolve disputes at the lowest level and that this should be done within the ten (10) day time frame stated in Section C, above.

AAPOPA recognizes that a supervisor or the operations commander do not have the authority to overturn any discipline handed down by the Chief of Police, policy directives or long standing practices approved by the Chief of Police and any attempts to resolve such grievances informally must begin with the Chief of Police.

The purpose of the Grievance Procedure shall be to settle all grievances between the AIRPORT AUTHORITY and AAPOPA or an individual officer as quickly as possible to ensure efficiency and promote employee morale.

All grievances shall be resolved exclusively in the following manner:

**Step 1 - AAPOPA Review:** All grievances must be filed in writing and submitted to the AAPOPA Grievance Committee and the Chief of Police or designee. The AAPOPA Grievance Committee will consist of three (3) AAPOPA Board members in good standing who are not involved with the allegations or the original incident. The committee will review the grievance allegations within the time limits indicated in Section C, above, to determine if a grievance exists.

If, in the opinion of the AAPOPA Grievance Committee a grievance does not exist, the AAPOPA will not pursue the grievance further. The Grievance Committee shall

reduce the opinion of the committee to writing (Statement of Review), which shall also include the names of all committee members involved.

When the Grievance Committee has elected not to pursue the grievance further, an individual officer may choose to pursue his/her own grievance. Under these circumstances, the individual officer may only pursue the grievance through Step 3, as AAPOPA is the only party with the authority to advance a grievance to mediation or arbitration. An individual officer pursuing his/her own grievance must still observe all time frames as indicated in this Article.

If the opinion of the Grievance Committee is that a grievance does exist they shall reduce the opinion to writing as a Statement of Review. The Statement of Review shall then be submitted to the AAPOPA President or designee and the Chief of Police within ten (10) days of receipt of the original grievance requesting a meeting with the Chief of Police or designee indicating the need for a hearing based on the allegations in the grievance. If the committee fails to submit the Statement of Review within ten (10) days of receipt of the grievance (or an individual officer pursuing his/her own grievance fails to submit the grievance within this timeframe), the grievance will not proceed to Step 2 and shall be considered to be waived and abandoned by AAPOPA or the individual officer.

In all cases, the officer or complainant is entitled to a copy of the Grievance Committee statement.

**Step 2 - Chief's Hearing:** If the AAPOPA Grievance Committee determines that a grievance exists and submits the Statement of Review to the Chief of Police or designee within the appropriate time limits indicated in Section C, above (or an individual officer pursuing his/her own grievance submits the grievance within the appropriate time limits), then the Chief of Police or designee shall arrange for a meeting or meetings with the AAPOPA President or designee (or with an individual officer) to review any investigations or facts relevant to the matter. If no investigation has taken place, discussions will be held to determine if an investigation should be initiated to resolve the matter. Additional attendees at the initial meeting with the Chief of Police shall be indicated in writing and the grieved party may or may not be in attendance, but in all cases the AAPOPA President or designee shall attend. If outside legal counsel will be present then such should be indicated.

The Chief of Police or designee shall respond to the grievance, in writing, to the AAPOPA President or designee (or an individual officer pursuing his/her own grievance) within ten (10) days of the completion of all meetings/investigatory actions. If the Chief of Police or designee fails to respond within this time limit, the grievance shall automatically move to Step 3.

**Step 3 – President/CEO Appeal:** If a mutually satisfactory settlement cannot be reached at Step 2, within ten (10) days from the receipt of the written response from the Chief of Police or designee, the AAPOPA President or designee (or an individual

officer pursuing his/her own grievance) shall present the grievance, in writing, to the AIRPORT AUTHORITY President/CEO, through the Director of Human Resources.

The President/CEO or designee may make a decision on the grievance based on information already obtained through the grievance process or may request an evidentiary/fact finding hearing. If the hearing is requested, proceedings shall include at least one representative from the Airport Police Department management team as well as any other AIRPORT AUTHORITY representative the President/CEO or designee deems necessary. AAPOPA shall be represented by the AAPOPA President or designee, the grieved party (if an individual), and outside counsel, if requested.

Evidence, facts, and witness statements offered will be narrowly related to the allegations in the grievance. Any statements offered which are proven to be false or simply malicious in nature or any evidence that has been tampered with or altered in anyway shall be considered for possible disciplinary proceedings when the grievance has reached final closure.

The President/CEO or designee shall respond to the grievance, in writing, to the AAPOPA President or designee within ten (10) days of receipt of the grievance or the completion of the evidentiary/fact finding hearing, whichever is later.

**Mediation.** If a mutually satisfactory settlement cannot be reached at Step 3, within ten (10) days from the receipt of the written response from the President/CEO or designee, the parties agree to submit the grievance to mandatory mediation with the Federal Mediation and Conciliation Service (FMCS). A request for mediation does not toll or change the parties' requirements under the Arbitration paragraph, below.

**Arbitration.** If a mutually satisfactory settlement cannot be reached at Step 3, the AAPOPA President or designee shall have the right to refer the matter to a mutually agreed upon arbitrator for final determination. The AIRPORT AUTHORITY may also request that a grievance move forward to arbitration if they believe it is in their interest to do so.

The party seeking to move the grievance to an arbitrator for final determination shall notify the other party within ten (10) days of the written decision made by the President/CEO in Step 3.

If there is no request to arbitrate the issue the grievance shall be deemed withdrawn.

The AAPOPA and AIRPORT AUTHORITY shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS).

The parties shall make alternate strikes from the FMCS panel 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.

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.

Arbitrations shall be limited to a single grievance for a single officer, unless the AIRPORT AUTHORITY and AAPOPA mutually agree to the contrary.

Nothing in this Agreement changes the discharged officer's obligation to mitigate his or her damages. The award of the arbitrator shall be final and binding upon the AIRPORT AUTHORITY, the AAPOPA, and the officer(s) involved.

The fees and expenses of the arbitrator shall be shared equally by the AIRPORT AUTHORITY and the AAPOPA. 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.

Unless agreed otherwise, a court reporter will be used in all arbitration hearings. The cost of a court reporter shall be shared equally between both the AAPOPA and the AIRPORT AUTHORITY with one copy given to each party and the arbitrator. Any other party desiring a copy will pay for the copy.

- G. Grievance information or testimony must be treated in a most discrete and confidential manner by all persons involved, but must be available for use at all steps of the proceedings including appeals there from.



## ARTICLE 14 - COUNSELING AND DISCIPLINE

- A. **Non-Disciplinary Actions.** It is agreed upon that the AIRPORT AUTHORITY and its representative management staff in the Airport Police Department have the right and duty to maintain discipline and good order at the AIRPORT AUTHORITY and to ensure that officers are compliant with all lawful orders, policies and procedures which are necessary for an efficient and effective organization. Non-disciplinary actions taken in the furtherance of this objective include, but are not limited to: documented training, documented warnings, documented counselings, and performance improvement plans (PIPs), as well as any coaching, orders, or instructions given during the normal course of duties by a supervisor or manager of the department. Non-disciplinary actions are not subject to grievance proceedings as indicated in Article 13 of this Agreement.
1. Documented training is narrowly focused on improving officers' skills and abilities which are required to be effective peace officers and carry out the prescribed duties of their classification, this includes documented remedial training. Failure to respond to training may result in disciplinary action being taken when performance does not improve.
  2. Coaching, counseling, warnings, and PIPs are given when an officer's observed conduct or performance is of a less serious nature and no pattern of problems is detected. Use of coaching, counseling, warnings, or PIPs are used when officer conduct or performance is not meeting the minimum standards of conduct set forth in the oath, values, mission, policies, procedures, or training guidelines set forth by the Airport Police Department or the AIRPORT AUTHORITY.
- B. **Discipline.** It is agreed that the AIRPORT AUTHORITY has the right to discipline or discharge its employees for just cause in accordance with AIRPORT AUTHORITY Policies and Procedures, Airport Police Department Policies and Procedures, and NRS 289.

The Airport Police Department will investigate all matters that could potentially lead to disciplinary action, and make recommendations to the Chief of Police and the AIRPORT AUTHORITY President/CEO or designee consistent with the Airport Police Department disciplinary matrix.

Discipline shall be subject to the Grievance Procedures as described in Article 13 of this Agreement and/or Article 15 if involuntary termination is part of the disciplinary process. The AAPOPA President or designee shall receive a copy of any disciplinary action taken against its members if the member requests.

Any matters for which the Nevada Equal Rights Commission has jurisdiction or where sexual harassment is involved will be handled by the Director of Human Resources under a separate set of procedures outlined under AIRPORT

AUTHORITY policies and procedures. However, serious police conduct complaints will not be held but may run concurrent with any such investigations.

Discipline includes the following:

1. Oral Reprimands are documented to indicate that officer conduct or performance as observed over a period of time is not improving and is of such a nature that the officer needs to be placed on notice to correct the deficiencies immediately. Sergeants and above may issue Oral Reprimands.
2. Written Reprimand – a formal reprimand placed as a permanent document in the officer's personnel file indicating poor performance, policy violations, or poor conduct observed in a specific incident or observed over a period of time. Only the Police Captain and above may issue Written Reprimands.
3. Suspension without pay – An officer may be suspended without pay as a disciplinary measure when a specific incident cited is serious in nature or when conduct or performance does not improve over a period of time. Only the Chief of Police may issue a Suspension without pay after a formal Internal Affairs (IA) investigation has concluded.
4. Termination – An officer may be terminated as a result of disciplinary action. Termination will be carried out in accordance with the provisions of Article 15 of this Agreement. Only the Chief of Police may issue a Termination after a formal Internal Affairs (IA) investigation has concluded.

C. **Rebuttal Documentation.** Officers will be allowed to write a rebuttal to non-disciplinary actions as well as disciplinary actions.

1. The Airport Police Department utilizes a software program designed to be an early warning and intervention mechanism. The use of the system is mandated as a best practice for accreditation and is not used for disciplinary actions. Documentation in the early warning and intervention system are non-disciplinary actions and not subject to Article 13 procedures. Though non-disciplinary in nature, the officer may, after notification of an entry into the system, submit a rebuttal in writing within the system in accordance with rights outlined in NRS 289. Such rebuttals must be restricted to the specific warning, admonishment, or counseling in question and not be used as a way to complain generally about perceived problems in the Airport Police Department.

After an officer's annual evaluation cycle, a note will be added to any documentation in the system indicating that any entries prior to the evaluation date will no longer be used for evaluation purposes.

2. Upon written request of the officer to the AIRPORT AUTHORITY Director of Human Resources or designee, the officer shall have the right to review and

copy items in his/her personnel file. The officer may provide rebuttal comments to be attached to original documents where the officer believes it is appropriate. Such rebuttals must be restricted to the document in question. Officers shall be entitled to all the provisions of NRS 289, Rights of a Peace Officer, regarding discipline and the right to submit documentation based on those provisions.

## **ARTICLE 15 - INVOLUNTARY TERMINATION**

A. The AIRPORT AUTHORITY shall not involuntarily terminate a regular officer covered under this Agreement without just cause. An officer being terminated shall have the right to legal counsel at his/her own expense and/or representation by the AAPOPA. In no case shall the representative appear instead of the officer nor shall the representative answer questions for the officer. The officer shall have the right to respond to all charges. The officer's response shall be confined to the specific charge(s). The officer shall be allowed to consult with the AAPOPA representative before responding to any question(s).

### **B. PROCEDURES FOR DISCHARGE**

1. Upon recommending termination, the Chief of Police will review the facts regarding previous misconduct and or performance issues with the VP of Human Resources or designee.
2. If termination is supported, Human Resources will notify the officer of the date and time of a pre-termination hearing. At the pre-termination hearing, the AIRPORT AUTHORITY will provide the officer with a written statement as to the reasons, including acts or omissions and grounds upon which the termination is based. The officer may request copies of materials upon which the termination is based.
  - a. Present at the pre-termination hearing will be the Chief of Police, the Vice President of Ops/Public Safety, the Vice President of Human Resources or any of their designees and the officer. The officer may also bring representation to the hearing.
  - b. At the conclusion of the hearing, the officer may be placed on administrative leave with pay pending a final decision.
3. After the pre-termination hearing, the AIRPORT AUTHORITY will issue a written decision, within ten (10) calendar days to notify the officer of the findings.
  - a. If the findings support a termination, any administrative pay will be ended and the officer will be terminated.
  - b. Alternatively and depending on the circumstances, the AIRPORT AUTHORITY may offer an officer a Last Chance Agreement (LCA) in lieu of termination. Any offered LCA will include a specified expiration date, as determined by the Chief of Airport Police.

If the AIRPORT AUTHORITY makes an LCA offer, the officer will have five (5) calendar days to decide if he/she will accept the offer via written notification to the Chief of Police.

If the officer rejects the LCA offer, any administrative pay will be ended and the officer will be terminated.

If the officer accepts the LCA, any subsequent termination for violation of the LCA will not be subject to the grievance or arbitration provisions of this Agreement nor will a pre-termination hearing take place.

4. The officer or the AAPOPA has five (5) calendar days to appeal the termination, in writing, to the President/CEO.
5. If there is no appeal from the officer or AAPOPA within the time allowed, the officer and the AAPOPA shall be deemed to have waived the right to protest or appeal the termination.
6. If the officer appeals the termination in writing within the time allotted, the parties agree to immediate and final binding arbitration of the termination decision by a local arbitrator that is mutually acceptable to both parties or through the use of the expedited arbitration processes and procedures (Western Region) of the Federal Mediation and Conciliation Service. Both parties agree that the intent of this procedure is to complete the final appeal process within sixty (60) days of the notice to terminate. The cost of the arbitrator will be borne by the party that loses the case as determined by the arbitrator or Nevada court.

## **ARTICLE 16 - SAFETY**

- A. **Joint Safety Committee.** The AIRPORT AUTHORITY and the AAPOPA will cooperate in the continuing objective of eliminating employee safety and health hazards from the workplace by establishing and participating in an organizational-wide Joint Safety Committee.

The Joint Safety Committee will meet quarterly or more often as mutually agreed or as required to evaluate or investigate instances of unsafe or unhealthy working conditions or to discuss other safety related items, as needed.

The Committee shall include one (1) AAPOPA representative, one (1) or more representatives of the AIRPORT AUTHORITY, and may include representatives from other groups/associations within the organization. Time spent during committee meetings for the AAPOPA representative participating in the Joint Safety Committee will be considered work time for the purposes of compensation.

- B. The AIRPORT AUTHORITY shall provide annual hearing examinations on a voluntary basis for any officer represented by the AAPOPA. The AIRPORT AUTHORITY, at their discretion, may schedule examinations at Reno-Tahoe International Airport or may designate a qualified practitioner.

## ARTICLE 17 - SPECIAL ASSIGNMENTS

- A. Defined: Special assignments are designations outside normal patrol functions that assist the AIRPORT AUTHORITY Police department and save the department time and money by having an officer on site perform the task instead of outsourcing. These tasks require the officer to be removed from patrol duties in order to perform the tasks and require specialized training. The specialized training will typically require an officer to attend a training class or be certified to perform the duties of that designation. The designation may also require the officer to be re-certified after a specified timeframe to maintain that special assignment designation. Any expenses incurred related to this training or certification will be paid by the AIRPORT AUTHORITY.
- B. The AIRPORT AUTHORITY will pay officers assigned to a special assignment by the Chief of Police or his designee a special assignment pay in accordance with this Article. This entire Article is effective upon signing of the Agreement by the parties.

To receive special assignment pay, an officer must accurately record on his/her time sheet all time spent actively engaged in the special assignment, to the nearest quarter hour. In addition, special assignment pay may not be pyramided, meaning that an officer may not receive more than one special assignment pay at any one time for the same hours.

The following are considered special assignments:

1. Field Training Officer (FTO) – responsible for the training of all new hire officers or remedial training of existing officers as directed by the Chief of Police or his designee.

Officers certified and assigned as an FTO will be paid an additional eight percent (8%) of the officer's hourly base rate of pay for time spent actually engaged in FTO related activities.

2. Instructor - responsible for teaching various police-related training classes as directed by the Chief of Police or his designee.

Officers assigned as an Instructor will be paid an additional eight percent (8%) of the officer's hourly base rate of pay for time spent actually engaged in teaching activities.

3. NCIC/Administrative Officer – responsible for usage and training on the National Crime Computers. Additionally responsible for assisting Police Management with administrative duties such as CALEA and/or CAPERS. In the event the individual performing this special assignment is not available (on sick, vacation, etc.), the ATAC will assume the duties of the TAC.

Officers certified and assigned as the NCIC/Administrative Officer will be paid an additional eight percent (8%) of the officer'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.

4. Police Investigator – responsible for all criminal investigations requiring special investigatory skills and a more in-depth investigation as directed by the Chief or Police or his designee.

Officers assigned as an Investigator will be paid an additional eight percent (8%) of the officer's hourly base rate of pay for time spent actually engaged in investigatory activities.

5. Armorer – responsible for inspecting, maintaining and repairing department owned firearms (handgun, shotgun and rifle).

Officers assigned as Armorer will be paid an additional eight percent (8%) of the officer's hourly base rate of pay for time spent actually engaged in Armorer related activities.

6. Explosive Detection Canine Handler Officer (Canine Handler) - responsible for handling, training and caring for explosive detection canine and for performing Canine Handler duties.

Officers assigned as a Canine Handler will be paid an additional eight percent (8%) of the officer'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.

An officer assigned as a Canine Handler will record one half (.50) hours of paid time on his/her time sheet for each day that the Canine Handler performs at-home care, grooming, transportation and feeding of one or more canines.

Canine Handlers will be required to work their full scheduled shift and will not be released early for the at-home care, grooming, transportation and feeding of one or more canine.

Canine Handlers will be placed on standby duty for a rotational twenty-four (24) hour period. The 8% special assignment pay includes compensation for this standby duty.

Canine Handlers on standby status must: 1) remain fit for duty, 2) immediately answer a phone call from the AIRPORT AUTHORITY to return to work, and 3) return to work within forty-five (45) minutes of the initial call. Canine Handlers called back to work will be paid in accordance with the Overtime and Call Back provisions.



## **ARTICLE 18 - UNIFORMS**

- A. The AIRPORT AUTHORITY will provide uniforms and approved duty accessories to officers; to include a minimum of five (5) short sleeved shirts, five (5) long sleeved shirts and five (5) pants. The police department maintains a uniform manual which all officers must adhere to and may be amended by the Chief of Police or his designee.
  
- B. All costs for equipment replacement due to normal wear and tear, uniform maintenance, dry cleaning, alterations and/or repair shall be assumed by the AIRPORT AUTHORITY in lieu of uniform allowance. Any damage or replacement of equipment determined to be due to negligence or misuse shall be at the officer's expense.

The AIRPORT AUTHORITY shall contract with a cleaning service to perform cleaning and maintenance.

- C. The AIRPORT AUTHORITY shall provide officers with semi-automatic duty weapons as approved by the Chief of Police on the date of issuance. Upon separation, officers shall return to the AIRPORT AUTHORITY duty weapons issued to them. Officers may, with the approval of the Chief of Police, purchase and use their own handgun(s) of their choice while on duty.
  
- D. The AIRPORT AUTHORITY shall provide officers with required duty gear, necessary protective equipment, as well as protective vests. These vests are mandatory safety equipment and will be worn at all times while on duty.

## **ARTICLE 19 - LEAVES OF ABSENCE**

A. An officer must use all accumulated and other leave permitted under this Agreement first. To the extent available, leave granted under this Agreement shall run concurrently with the leave granted under the Family Medical Leave Act (FMLA). To the extent any provisions of this Agreement and the FMLA conflict, the provisions set forth in the FMLA shall control. If a dispute arises concerning the application of the FMLA, the parties agree to resolve said disputes through the procedures set forth in Article 13.

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

### **B. LEAVES OF ABSENCE WITH PAY**

1. **Military Leave.** This section applies to an officer 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 officer 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 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 officer's accrued vacation (as prescribed in the NRS).
2. **Sick Leave.** Full-time officers shall earn 4.6 hours sick leave per pay period.
  - a. Sick leave shall be granted when the officer is incapacitated due to illness, injury, pregnancy, childbirth or adoption. Sick leave shall also be granted when the officer is quarantined, receiving required medical or dental services or examinations, or upon need to provide care due to injury or illness of an officer's spouse, siblings, children/step children, parents, stepparents, father-in-law, mother-in-law, grandparents, other legal dependents, or any person living in the officer's home for sixty (60) days or more (however, leave for elective procedures requires prior approval from an officer's supervisor). A doctor's statement may be required if circumstances so justify.
  - b. An officer may request vacation leave to care for any family member not identified in a, above. This time off will be considered by the officer's supervisor on a case-by-case basis.
  - c. 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 officer's Supervisor prior to payment of any accrued sick time.

d. In no case will sick leave be granted in lieu of vacation time. If an officer is absent from work in excess of three (3) consecutive days for any of the reasons listed above, the AIRPORT AUTHORITY will consider such absence a medical leave of absence and may require the officer to provide a doctor's statement of his/her condition. Upon exhausting accrued sick leave, an officer may request a medical leave of absence without pay, which request shall not be unreasonably denied by the AIRPORT AUTHORITY.

3. **Bereavement Leave.** When a death occurs in an officer's immediately family, an officer may request up to three (3) 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 officer's immediate family includes the officer's spouse, parents, stepparents, siblings, children, stepchildren, aunts, uncles, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild. Under special circumstance, the officer's supervisor may approve additional vacation leave or unpaid time off if vacation is not available.

An officer may request vacation leave to attend the funeral of any family member not identified above. This time off will be considered by the officer's supervisor on a case-by-case basis.

4. **Jury Duty.** Any officer 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 workday. Officers 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.
- a. Officers shall exercise their jury duty preemption if it is available.
- b. Officers appearing as witnesses in court shall receive overtime pay unless they appear during scheduled duty hours. The officer may keep all checks received from the court. If an officer who is appearing as a witness in court is released early while serving as a witness, he/she shall report back to his/her division to resume work for the remainder of his/her shift.

### C. LEAVES OF ABSENCE WITHOUT PAY

The following leaves of absence without pay in excess of five (5) 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) days may be granted by the Manager. Unpaid leaves of absences will not be granted until all appropriate paid leave is exhausted. Specific procedures to be followed are delineated in Paragraph D.

1. **Medical.** A medical/disability leave of absence may be granted for a justifiable period of time up to a total of 180 days per incident. 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.** Personal leaves of absence without pay may be granted for a maximum of 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 OFFICER BENEFITS**

1. Time spent on an unpaid leave of absence of over thirty (30) calendar days will not be counted as time employed in determining an officer's eligibility for benefits that accrue on the basis of length of employment unless required by law.
2. An officer on an unpaid leave of absence will not accrue vacation or sick leave during the leave of absence.
3. An officer who is on an unpaid leave is not eligible for pay for any holiday that occurs during the unpaid leave.
4. An officer on an unpaid leave of absence of over thirty (30) 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 officer will contact the Human Resources department to determine the procedure for continuation of medical insurance while he/she is on an unpaid leave of absence. If the officer 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 officer shall be reinstated to his/her specific assignment or an equivalent position. For officers 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 officer's anniversary date will be adjusted by one (1) day for each day in excess of thirty (30) days out of pay status.

#### **E. PROCEDURES AND RESPONSIBILITIES**

1. **Officer.** Officers seeking a leave of absence 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 (forms available from the Human Resources department or the officer's Supervisor).
  - c. Provide support documentation such as a physician's written statement, military orders, adoption paper, etc.
  - d. As appropriate, maintain contact with his/her Supervisor/Manager or the Human Resources department regarding prognosis and/or possible return date. Notify Supervisor at earliest possible date of intent/date of return. For officers 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/Manager.** The officer's Supervisor/Manager will review the request and forward it to his/her Manger with his/her recommendation/comments:
- a. The Manager 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 officer will be away; and
    - (3) The effect the leave will have on the ability of the Department to carry out its responsibilities.

## **ARTICLE 20 - EDUCATION AND DEVELOPMENT**

- A. Upon completion of the 12 month probationary period, full-time officers are eligible for reimbursement for educational courses that are related to the required skills or education for the officer's current position or to a logical career path with the AIRPORT AUTHORITY.
  
- B. The officer must submit application for approval for tuition reimbursement through his/her supervisor to the Director of Human Resources prior to the start of the educational course. Final approval for tuition reimbursement will be made by the Director of Human Resources; any denials will be for articulable, written reasons. 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.
  
- C. Full-time officers will be reimbursed for no more than \$1,500.00 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.
  
- D. Reimbursable expenses shall include tuition, course fees, books and consumable materials. While courses shall normally be taken on the officer's own time, exceptions may be granted by his/her Manager, in which case hours from work must be deducted from earned vacation or be recorded as an unpaid excused absence.
  
- E. 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 21 - POST EMPLOYMENT HEALTH PLAN**

- A. The AIRPORT AUTHORITY and the AAPOPA have agreed to establish an Internal Revenue Code 501(c) 9 plan to resolve the issue of post employment health care. This plan is designed to supplement PERS retirement and Deferred Compensation benefits. The plan provides each member with an individual account to provide for post employment health benefits through the following funding formulas. This Article is effective upon signing of the Agreement by the parties:
1. An amount equal to \$31.00 of each regular officer's salary per pay period shall be contributed into his/her plan account.
  2. Once a member has accumulated eighty (80) hours of compensatory time, the AIRPORT AUTHORITY shall contribute 100% of that member's compensatory time in excess of eighty (80) hours into their plan account at 100% of their base pay.
  3. If a member has accumulated 880 hours of sick accrual as of the last pay period in October of any year, the AIRPORT AUTHORITY shall contribute annually in December 100% of that member's sick accrual in excess of 880 hours into their plan account at 100% of their base pay.
  4. On the first pay period each December, the AIRPORT AUTHORITY shall contribute forty (40) hours of each member's accrued vacation time into their plan account at 100% of their base pay, provided the member's vacation accrual balance is three hundred and forty (340) hours or more as of the last pay period in November.
- B. The AIRPORT AUTHORITY recognizes that officers need to be encouraged to participate actively in their retirement planning and to prepare for the expense of retirement, (i.e. health insurance, etc.). To that end, the AIRPORT AUTHORITY will reimburse officers up to a maximum of \$300 for the services of a certified financial planner to assist the officer with the monetary aspects of their retirement. This reimbursement is available to officers within the twelve (12) months prior to retirement into the PERS system.

## **ARTICLE 22 - HUMAN RESOURCES INFORMATION**

A. The AIRPORT AUTHORITY maintains one (1) official personnel file which contains only appropriate information and that file is held and maintained by the Human Resources department. The AIRPORT AUTHORITY will provide access to an officer's official personnel file only to the officer, his/her designated (in writing) representative, AIRPORT AUTHORITY legal counsel, and those management personnel in the officer's chain of command, from Supervisor to the President/CEO, unless the officer has authorized (in writing) for another individual to have access to his/her personnel files.

1. **Officer Access to His/Her Own Records.** An officer shall be entitled to view his/her personnel file upon request during normal business hours, i.e., Monday through Friday -- 0800 to 1700, except AIRPORT AUTHORITY holidays. An officer who feels that the contents of his/her personnel file is not accurate, timely, or complete may submit pertinent comments in writing to the Director of Human Resources for inclusion in his/her personnel file. An officer may not remove any document from his/her file, but may request removal through his/her Supervisor, Chief of Police and Department Director to the Director of Human Resources.
2. **Officer Designated Representative Access to Officer File.** An officer may notify the Human Resources department, in writing, that his/her designated representative may be allowed access to the officer's personnel file. This notification shall be recognized for a period of one (1) week unless stipulated otherwise.

The officer's designated representative will be responsible for the protection and security of information provided and will assume any liability which may result from any improper disclosure or use of the information provided.

3. **Officer Request for Copy of Material.** An officer shall be entitled, upon request, to a copy of any material in his/her personnel file if it is to be used in connection with a grievance or personnel hearing.
4. **Adverse Material.** No adverse material will be placed in an officer's personnel file unless a copy of the same is provided to the officer. The officer shall be given the opportunity to submit explanatory remarks for the record.



### **ARTICLE 23 - MISCELLANEOUS BENEFITS**

The AIRPORT AUTHORITY agrees to continue coverage and pay the full premium for the insurance benefits for the spouse and dependents of an officer killed in the line of duty through no fault of his/her own through the COBRA continuation of coverage provisions. The coverage provided will be the same as the officer had selected that benefit year for spouse and dependent children under the plan offered by the AIRPORT AUTHORITY. Coverage will be continued and paid for by the AIRPORT AUTHORITY for a period of three (3) years after the officer's death.

If the AIRPORT AUTHORITY Police Officers become covered under NRS 617, coverage for the spouse of an officer killed in the line of duty through no fault of his/her own will be provided until the spouse reaches the age of sixty-five (65) or his/her remarriage, whichever occurs first (as provided for in NRS 287.021). In addition, the dependent child(ren) will be covered under the same or a replacement benefit plan available to other dependents of officers as allowed under the current plan provisions for dependent coverage.

## ARTICLE 24 - COMPENSATION

### A. ANNUAL INCREASES IN INDIVIDUAL OFFICERS' PAY

1. **Salary Schedule.** Effective on the below dates, the salary schedule steps shall be increased as indicated and as reflected in Appendix 1. Each officer will receive a like adjustment on these dates as well:

July 1, 2017:2.5%  
July 1, 2018: 2.75%  
July 1, 2019:2.5%  
July 1, 2020:2.75%

2. **Step Increases.** During the term of this Agreement, an officer's performance will be reviewed on his/her anniversary date through a performance appraisal completed by the officer's Supervisor based on the officer's demonstrated performance in the previous twelve (12) month period. The purpose of the performance appraisal is to annually assess an officer's performance and, if needed, to provide a tool for performance improvement.

The officer's Supervisor will meet with the officer and review the officer's performance appraisal. From the date of the Supervisor's review with the officer, the officer will have thirty (30) calendar days to provide written comments on his/her performance appraisal, which will be delivered to the Human Resources department, attached to the performance appraisal and placed in the officer's personnel file.

Upon receipt of a "Contributor" or higher performance appraisal rating on the officer's performance appraisal, an officer will be moved to the next salary step on the Salary Schedule, as indicated in Appendix 1, effective on the officer's anniversary date. An officer who has reached the maximum step on the Salary Schedule, shall receive five percent (5%) of his/her current hourly base wage, paid to the employee in a lump sum on a separate check, less normal deductions.

3. In the event an officer receives a performance evaluation that the officer believes is inaccurate, incomplete, less than warranted, and/or does not adequately represent his/her true performance, the officer may within ten (10) calendar days request a meeting with the Chief of Police or his designee to discuss the performance appraisal. The review will be held within ten (10) calendar days of the written request by the officer. The Chief of Police will respond to the officer within ten (10) calendar days. Within five (5) calendar days of the Chief of Police's response, an "Unsatisfactory" performance appraisal rating may be appealed to a panel made up of one (1) employee from the Human Resources department, one (1) AIRPORT AUTHORITY management employee and two (2) officers selected by the AAPOPA. The ruling of the panel shall be final with any tie decided in favor of the AIRPORT AUTHORITY.

4. If an officer's performance is assessed as an "Unsatisfactory", that officer will be placed on a performance improvement plan and given ninety (90) calendar days to improve his/her performance to at least a "Contributor". At the end of this ninety (90) calendar days, the officer's immediate Supervisor will re-assess the officer's performance. If the performance has been improved to at least a "Contributor", the officer will be moved to the next salary step on the Salary Schedule, effective on the date of this re-assessment. Failure to achieve at least a "Contributor" rating at the end of this ninety (90) calendar day period, will result in disciplinary action, which may be grieved through Article 13, Grievance Procedure.
5. The Chief of Police or his designee may extend the performance improvement period from ninety (90) calendar days up to one hundred and eighty (180) calendar days.

## B. **OVERTIME**

**Eligibility.** Overtime eligibility shall be in accordance with the Fair Labor Standards Act (FLSA). All overtime eligible officers covered under this Agreement will receive overtime pay for all hours worked in excess of forty (40) hours of work in a workweek, except that all paid vacation, sick leave and compensatory time will be considered hours worked for the purposes of overtime eligibility.

**Overtime Pay.** Overtime will be paid at the rate of one and one half (1½) times the officer's regular rate of pay and will be calculated based on a workweek basis. Overtime is earned and paid based on rounding to the nearest quarter hour.

With the exception of all paid vacation, sick leave and compensatory time, paid time not worked, such as unworked holidays, military leave, jury leave, funeral leave, standby and other similar paid time not worked, will not be considered hours worked for the purpose of computing weekly overtime.

## C. **COMPENSATORY TIME**

Officers may choose to elect compensatory time in lieu of overtime pay. Compensatory time will be earned at one and one half (1½) times for each hour of overtime worked.

1. **Use of Compensatory Time:** An officer may request compensatory time off in lieu of vacation leave. An officer may request compensatory time off by submitting an absence request form indicating the use of compensatory time. Approval of compensatory time off shall rest with the Manager/Supervisor.
2. **Option to Cash Out Compensatory Time:** An officer wishing to be paid for any accrued compensatory time will indicate the number of hours he/she wishes to cash out on his/her bi-weekly timecard. Payment for compensatory time shall be

included in the officer's bi-weekly payroll check. Compensatory time shall be paid at the officer's current base rate of pay.

3. **Maximum Accruals and Required Cash Out:** The accrual of compensatory time shall not exceed eighty (80) hours. In the event that an officer does not use/cash out the compensatory time in excess of eighty (80) hours, the compensatory time shall be paid to the officer per the guidelines of Article 21 – Post Employment Health Plan, item B.2.

- D. **CALL BACK.** When an officer has completed his/her regularly scheduled workday and has been released from duty and is then directed by the AIRPORT AUTHORITY to return to work or to report to work prior to the beginning of his/her next scheduled shift, the officer shall be paid at the rate of one and one half (1½) times his/her base rate of pay.

Call back pay will only be paid for hours worked outside of the officer's regularly scheduled shift and will begin when an officer actually reports to work and not at the time he/she is called to return to work. Upon the start of the officer's regularly scheduled shift, the officer will be paid at his/her base rate of pay. However, the AIRPORT AUTHORITY will pay an officer called back for work a minimum of two (2) hours call back pay.

Eligibility for PERS contributions on call back wages is determined by PERS regulations and applicable state statutes.

- E. **COURT SUBPOENAS.** Officers who are subpoenaed to report to court related to an AIRPORT AUTHORITY matter will be paid at an overtime rate for all hours spent at court outside of their scheduled shift, with a minimum of three (3) hours of overtime pay. In situations where the court time runs into or is right after an officer's scheduled shift, the 3-hour minimum will not apply and the officer will only be paid overtime for the time outside of their scheduled shift.
- F. **PYRAMIDING.** Overtime pay or other premium pay such as holiday worked pay and call back 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.

G. **SHIFT DIFFERENTIAL**

Shift differential shall be paid to officers for all hours worked on swing shift at a rate of \$1.90 per hour and for all hours worked on graveyard shifts at a rate of \$2.20 per hour.

#### H. **TIME CARD CHANGES**

Occasionally, management must change the entries made to a time card completed by an officer. When this occurs, the affected officer will be notified.

## **ARTICLE 25 - RETIREMENT**

The AIRPORT AUTHORITY participates in the Nevada Public Employees Retirement System (PERS) under the Employer Pay Contribution Plan.

Eligibility for membership in Nevada PERS and PERSable wage contributions are determined by PERS and applicable state statutes.

Nevada PERS regulations and applicable state statutes require any increase in the PERS retirement rate contribution to be equally divided between the AIRPORT AUTHORITY and the officer. Effective January 1, 2014 and beyond, any required PERS contribution increases will be implemented by direct salary reduction in the amount indicated by PERS.

**ARTICLE 26 - GROUP INSURANCE**

A. The AIRPORT AUTHORITY shall offer the following insurance benefits to officers and their dependents:

1. Medical Insurance
2. Dental Insurance
3. Vision Insurance
4. Life Insurance
5. Long Term Disability (officer coverage only)
6. Such other insurance benefits as may be mutually agreed upon by the AIRPORT AUTHORITY and AAPOPA.

B. Effective upon the signing of this Agreement, the AIRPORT AUTHORITY shall pay officers premiums for the coverages listed in subparagraphs A.1. through A.6., subject to the following limitations:

Officer only coverage	100% per month
Child coverage	85% per month
Spouse coverage	85% per month
Family coverage	85% per month

Officers, who elect the lower \$1,500/\$3,000 individual/family annual deductible “Copay” plan, will be responsible for paying the additional cost for this more expensive plan. The additional cost will be the amount above what the AIRPORT AUTHORITY pays towards the officer and dependent premiums for the \$3,000/\$6,000 individual/family annual deductible “Copay” plan.

**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) 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 and (2) the employee being responsible for expenses incurred by dependents who are no longer eligible for coverage.

C. **Insurance Committee.** The AIRPORT AUTHORITY and AAPOPA 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 or implementation of new programs) for presentation to the AIRPORT AUTHORITY Board of Trustees. Such Committee shall be comprised of three (3)

representatives of the AIRPORT AUTHORITY, two (2) representatives of the Teamsters Local 533, and one (1) representative of the AAPOPA, which representatives shall establish ground rules governing the conduct of business by the Insurance Committee.

- D. AAPOPA agrees to abide by all recommendations of the Insurance Committee and the recommendations of the Insurance Committee will not be subject to grievance by individual officers.



## **ARTICLE 27 - ON THE JOB INJURY**

- A. All officers shall be covered by a Worker's 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.
1. In the event an officer is absent from work due to a job related injury, illness, or occupational disease, which is accepted by the Worker's Compensation Carrier under NRS 616 and/or 617, the AIRPORT AUTHORITY shall pay that officer the difference between awarded temporary total disability (TTD) payments and his/her full salary for a period of 30 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 officer back to work at the AIRPORT AUTHORITY. The supplemental compensation will start from the first day of absence or illness, during such period the officer 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 officer's group medical insurance coverage. The parties recognize that contractual obligations with the insurance carrier may require that an officer be in pay status for a minimum number of hours in order to be eligible for medical insurance coverage. In that event, the officer 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 officer his/her full salary. If the officer 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.
  2. In addition, if the officer is temporarily disabled for a period longer than 30 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.
  3. If the officer has exhausted pay continuance, he/she may apply for a medical leave of absence under Article 19, Leaves of Absence, for additional time off of work.

## **ARTICLE 28 - HOURS OF WORK**

- A. The workday begins at 0001 and ends at 2400 the same day. The workweek begins at 0001 Monday and ends at 2400 (midnight) on the following Sunday.
- B. The scheduling of work shifts and the beginning and ending days and times shall be as directed by the Chief of Police or his designee. All officers will be scheduled for consecutive days off.
- C. The Chief of Airport Police or his designee may schedule and assign regular officers covered by this Agreement to work any combination of:
- Five (5) eight (8) hour shifts per workweek
  - Four (4) ten (10) hour shifts per workweek
  - Twelve (12) hour shifts per workweek
  - Four (4) nine (9) hour shifts per workweek, to include one (1) additional 8 hour shift every other workweek
  - And any other work shift as agreed upon by the AIRPORT AUTHORITY and AAPOPA.
- D. The Chief of Police or his designee may reassign officers for operational necessity.
- E. A regular officer who is placed on administrative leave with pay shall be removed from his/her regular work shift and be available on administrative workdays/times.
- F. This Article shall not be construed to guarantee any number of hours of work either per shift or per week.

**ARTICLE 29 - VACATIONS**

A. Time off the job is essential for the well being of officers. To assure that business needs are met, planned time off will be scheduled by the Chief of Police.

**B. VACATION**

1. **Rate of Accrual.** Any AAPOPA officer who has been continuously employed in full-time status by the AIRPORT AUTHORITY shall be credited vacation hours for the following:

Less than 5 years	4 hours for each full pay period
5 years but less than 10 years	5 hours for each full pay period
10 years but less than 15 years	6 hours for each full pay period
15 years but less than 20 years	7 hours for each full pay period
20 years or more	8 hours for each full pay period

Vacation time allowed under this Article shall be at the officer's current base rate of pay. Continuous service shall be defined as a period of employment which has not been interrupted by more than thirty (30) calendar days at any one time, except by authorized leave of absence with pay, sick leave, vacation, or military leave of absence. Employees earn vacation hours from date of employment but are not eligible to use paid vacation until completion of their first six (6) months of service. On the first day following the officer's first six (6) months of service, the officer shall be credited with all vacation accrued.

2. **Eligibility Provisions**

- a. **Termination.** An officer who terminates employment with the AIRPORT AUTHORITY for any reason will be paid for unused accrued vacation time.
- b. If a designated holiday is observed during an officer's vacation period, the officer will not be charged for vacation time on that day but will code holiday on his/her time card and receive holiday pay in lieu of vacation pay.
- c. Vacation will not be accrued during any unpaid Leave of Absence of thirty (30) calendar days or more unless required by law.
- d. An officer will not convert vacation time to sick time off due to illness or disability occurring while on vacation.

3. **Vacation Pay/Cash Out Option**

- a. Vacation pay will be computed by multiplying the officer's current base rate of pay by the number of hours of vacation allowance taken.

- b. In February and August of each year, the AIRPORT AUTHORITY shall pay accrued vacation time to those officers that have provided written notice of their intent to “cash out” accrued hours. Officers must provide this written notification to Payroll during the month of January and July each year. Only those officers with over two hundred (200) vacation hours on the books as of the last pay period in January or June of each year can take advantage of this “cash out” option. Officers must “cash out” their accrued vacation time in lots of forty (40) hours at a time and must maintain a balance of at least forty (40) accrued hours. The AIRPORT AUTHORITY shall make this payment to participating officers on the first payday in February or August of each year.
4. **Vacation Scheduling.** Vacations will be scheduled by the Supervisor through the Chief of Police with due consideration given to staffing requirements, officer's length of service, and officer preferences, in the order listed. However, officers who schedule their vacation at the beginning of the calendar year and receive approval will be given priority over the officers with seniority who do not schedule at the beginning of the calendar year.
5. **Accumulation of Vacation.** An officer'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.

## ARTICLE 30 - HOLIDAYS

A. Regular paid holidays are:

January 1	New Year's Day
Third Monday in January	Martin Luther King Jr. Day
Third Monday in February	Presidents' 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	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Friday Following Thanksgiving	Family Day
December 24	Christmas Eve
December 25	Christmas Day

and any other day declared a holiday by the AIRPORT AUTHORITY.

### 1. Holiday Pay.

- a. Officers who do not actually work the holiday as listed above, will receive eight (8) hours of holiday pay at their base salary on the day the holiday actually occurs. These hours are excluded from time worked for the purposes of overtime eligibility.
- b. Officers who work on the actual holiday will receive eight (8) hours holiday pay and time and one-half (1½) for all hours worked on the day the holiday actually occurs.
- c. If an officer desires time off to observe a holiday not listed above, such time off may be granted by the Chief of Police or his designee, subject to operational needs and staffing requirements of the department. Officers may request vacation for this time off.

### 2. Eligibility Requirements.

- a. Holiday pay benefits apply to all full-time officers.
- b. An officer who is on paid leave of absence will be eligible for holiday pay on the day the holiday actually occurs during the paid leave of absence. An officer who is on an unpaid leave is not eligible for pay for any holiday that occurs during the unpaid leave.
- c. **Holiday Not Worked.** An officer not scheduled to work on the day the holiday actually occurs must work his/her entire scheduled shift immediately prior to and after the day the holiday actually occurs (unless an officer is sent

home from work by his/her supervisor/manager) or have previously approved leave in order to receive holiday pay. Leave must be scheduled and approved at least 24 hours in advance.

- d. It is understood that in some cases an officer's "scheduled shift" may not be the actual day before or after the day the holiday actually occurs because of scheduled days off.
- e. **Method of Payment.** Officers working any alternate shifts will be paid eight (8) hours of holiday pay.

### **ARTICLE 31 - COMMUNICABLE DISEASE**

- A. In the event an officer covered under this Agreement or his/her Supervisor suspects that, as a result of the course of duty, he/she has been exposed to, or is the carrier of a serious communicable disease; the officer 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 an appropriate treatment facility for diagnosis and treatment. It shall be the responsibility of the Chief of Police or his designee to determine if or when the officer is permitted to leave duty for this purpose.
  
- B. The officer shall be provided with preventive measures designed to protect the officer 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 officer or another officer. Participation in any medical procedures, such as vaccination and testing, shall be at the discretion of the officer, and the AIRPORT AUTHORITY shall not be held responsible for any consequences to the officer as a result of the officer having or not having received any vaccinations or tests. This does not waive the officer's rights under worker's compensation.

## **ARTICLE 32 - SHIFT BIDDING**

- A. Regular officers shall be permitted to bid for shifts/days off on the basis of seniority in classification. Until regular status is achieved and prior to the next shift bid, a probationary employee will be assigned to shifts by the Chief of Police or his designee.
- B. There will be three (3) schedule changes/shift bidding per year. The changes to become effective beginning on the first day of the first full pay period of May, September and January. The AAPOPA recognizes that the AIRPORT AUTHORITY retains the right to assign shifts based on the operational needs and staffing requirements of the department. It shall be the intent of the AIRPORT AUTHORITY not to require mandatory shift rotations.
- C. The shift schedule shall be posted not less than ten (10) days prior to the effective date of the shift change.
- D. An officer's shift bid may be denied by the Chief of Police for operational needs or staffing requirements of the department.



### **ARTICLE 33 - SECONDARY EMPLOYMENT**

Officers may obtain secondary employment as outlined in the Police department's Secondary Employment policy. Any changes to this departmental policy will only be made upon mutual agreement of the AIRPORT AUTHORITY and the AAPOPA.

### **ARTICLE 34 - LEGAL REPRESENTATION**

As long as an officer is performing his/her prescribed and authorized duties at the AIRPORT AUTHORITY, the AIRPORT AUTHORITY shall:

1. In the event that a civil and/or criminal action is served upon any such member of the AAPOPA, provide legal representation against such action.
2. Representation will not be limited to that of attorney fees, but to those efforts that provide adequate defense measures for the officer(s).
3. Officer(s) shall be in regular pay or overtime status during meetings, interviews, depositions, court hearing or other duties affiliated with the defense process as it applies to this Article.

## **ARTICLE 35 - EXERCISE ROOM/PHYSICAL FITNESS**

- A. The parties agree that the exercise room and all exercise equipment located adjacent to the Police Offices is the property of the AIRPORT AUTHORITY.

Officers may use the exercise room under the provisions of the Police department's policies, except as indicated in item B.5., below.

- B. Parties agree to a voluntary physical agility testing program to be administered annually each May using a testing/scoring standard established by POST.
1. If at least 50% of all eligible officers participate in the testing program, then officers that attain a passing score will receive a \$1,000.00 payment.
  2. This payment will be made on the first payday in July.
  3. Officers participating in the voluntary physical agility test shall be in full pay status during testing.
  4. There will be no reprisal or punitive action taken against any officer scoring less than the passing score on the test.
  5. Effective May 2018, officers not participating in the voluntary physical agility test will not be allowed to utilize the AIRPORT AUTHORITY workout room during on duty hours.

**ARTICLE 36 – ALCOHOL, DRUG AND CONTROLLED SUBSTANCE  
TESTING PROGRAM/FITNESS FOR DUTY**

- A. **Physical Fitness for Duty.** Each officer must maintain a minimum level of physical fitness in order to be capable of performing his or her duties to protect the public and one another. No officer may report for duty physically impaired, injured, or ill to the point they cannot perform the essential and critical functions of their job duties as assigned (this does not apply to work related injuries where a physician has approved an officer to work in a modified duty capacity).
1. An officer who has been advised by their physician to limit their duties or not to return to duty, shall notify a supervisor immediately. Any officer who attempts to work without notifying a supervisor or should reasonably know they are not fit for duty may be subject to discipline.
  2. If any supervisor observes behavior, actions, inactions or functional physical limitations that would bring into question the officer's ability to carry out the physical requirements of their job, that supervisor may recommend that the officer be evaluated for fitness for duty. If Human Resources and the Chief of Police or his designee concurs, the officer may be referred for a physical exam to determine if they are fit for duty. The nature of the observations may also require a referral for a psychological exam in conjunction with the physical exam (see Psychological Fitness for Duty, below).
  3. The fitness for duty physical exam will be done by an AIRPORT AUTHORITY selected physician who is familiar with medical screenings for employment as a Police Officer. The AIRPORT AUTHORITY will pay for the exam and the officer will be paid for their time to perform the exam.
  4. If, in the opinion of the physician, the officer has a limited ability or is unable to carry out the essential duties and functions of an Airport Police Officer, that officer will be placed on sick leave until such time as the officer is found to be fit for duty by a qualified health care professional.
- B. **Psychological Fitness for Duty.** It is required that all Airport Police Officers maintain a reasonable mental and emotional health status. If it is believed that an officer's mental and/or emotional health status is compromised, a fitness for duty evaluation may be performed as indicated below.
1. **Referrals.** An officer may be referred for a fitness for duty evaluation whenever there is reason to believe the officer's behavior and/or conduct is such that the officer's psychological fitness to perform his or her duties is questioned (e.g. emotional problems, difficulty handling stress, etc.). This also includes possible associated medical issues identified by either the officer or the AIRPORT AUTHORITY which may affect the officer's ability to perform his or her assigned duties (see Physical Fitness for Duty, above).

- a. A fitness for duty evaluation may be conducted upon recommendation by an officer's supervisor, and is not part of the AIRPORT AUTHORITY'S Employee Assistance Program (EAP). The officer's supervisor shall make such recommendation to the Chief of Police or designee; providing written documentation detailing the reasons for the recommendation. The Chief of Police will approve or deny the referral based on a review of the documentation and after consultation with the Director of Human Resources.
  - b. If approved, the officer will be advised of the evaluation and the Chief of Police or designee will contact the Director of Human Resources to coordinate scheduling. Only a licensed Forensic Psychologist with experience in consulting with law enforcement shall be used to conduct the evaluation.
  - c. Upon scheduling of the evaluation, the officer's participation is mandatory. The officer will be expected to cooperate fully, including signing release forms for the evaluator to obtain any relevant records (including medical and mental health records). In addition, the officer will cooperate with the evaluator in obtaining any additional relevant information. Any officer who refuses to participate or who fails to cooperate with the evaluator shall be subject to disciplinary action.
2. **Evaluation.** Fitness for duty evaluations will include but are not limited to: clinical interviewing of the officer, relevant psychological testing, physical examination, and other recommended testing.

The AIRPORT AUTHORITY will provide the evaluator with relevant information which may include but is not limited to: observations, notes in the early warning/intervention system, the supervisor's recommendation documentation, performance evaluations, prior disciplinary actions, etc.

- a. In any fitness for duty evaluation, the following factors may be reviewed along with any other relevant issues to include but not limited to the following: the officer's cognitive flexibility, emotional control, lawful behavior, ability to command respect, judgment, interpersonal skills, communication skills, and the officer's physical and/or mental ability to perform his/her assigned duties.
- b. The evaluator shall retain the original file of the evaluation. Any evaluation documentation received by the AIRPORT AUTHORITY will only be reviewed and shared as is necessary to determine the officer's fitness for duty. Evaluation documentation received shall be kept in the officer's confidential medical file in Human Resources.

- c. The officer may request a second opinion evaluation. This evaluation will also need to be scheduled with a licensed Forensic Psychologist with experience in consulting with law enforcement. The AIRPORT AUTHORITY, AAPOPA and the officer will select an appropriate evaluator. The second evaluation shall be at the AIRPORT AUTHORITY'S expense, but on the officer's own time.
- d. In the event of conflicting opinions between the first and second evaluations, a third evaluator will be selected by the AIRPORT AUTHORITY and AAPOPA. The costs of this evaluation will be shared equally by the AIRPORT AUTHORITY and AAPOPA and will also be conducted on the officer's own time.
- e. The AIRPORT AUTHORITY will review the/all evaluations and determine if the officer is fit or unfit for duty based on the recommendations and opinions documented by the evaluator(s).

**3. Final Decision.** Any officer determined to be psychologically fit for duty, will be returned to work. Any officer determined to be psychologically unfit for duty will not be returned to full police duties until such time as the officer is found to be fit for duty by the evaluator. Long term inability to perform the duties of the position may result in a no fault termination from the position.

**C. Alcohol, Drugs, and Controlled Substances.** The misuse or abuse of alcohol, drugs and controlled substances poses a serious threat to the AIRPORT AUTHORITY, its employees, and the public. It is beyond dispute that the public has an overriding interest in assuring that officers of the law perform their duties free from legal or illegal controlled substances that create a threat to the safety and health of any employee or member of the public and that officers should not work if under the influence of alcohol or impaired in any way by the use of legal or illegal controlled substances.

An officer shall be subject to disciplinary action if the officer's ability to perform required job duties and job functions has been compromised by the officer's use of alcohol or any legal or illegal controlled substances.

- 1. The consumption of alcohol or other intoxicants is prohibited immediately before or after commencing duties as it may potentially impair an officer's abilities to perform their job duties. Officers shall arrive to work fit for duty and remain fit for duty throughout their shift.
- 2. The use at any time of recreational or medicinal marijuana (THC) in any form or any other federally identified schedule 1 substance is grounds for termination.
- 3. The AIRPORT AUTHORITY shall implement and carry out an alcohol, drug, and controlled substance screening program that will deter any irresponsible use of alcohol, legal or illegal controlled substances in the workplace.

Officers may be requested to submit to testing for alcohol and/or drug use under the following circumstances:

- a. Randomly up to 3 officers will be selected for screening up to twice per year. Officers will be in a paid status when testing;
  - b. During any physical or psychological exam for fitness for duty;
  - c. Upon establishment of reasonable suspicion that an officer may be under the influence of alcohol, drugs or controlled substances while working; and
  - d. When an officer is involved in a significant traffic accident with an AIRPORT AUTHORITY vehicle while on duty.
4. To ensure random testing is truly random, the AIRPORT AUTHORITY will work with a third party who will employ a random selection system to determine who will be selected for testing. This method will provide an equal chance for each officer to be selected each time random selection occurs. Random selection, by its very nature, may result in officers being selected in successive selections or more than once in a calendar year. Alternatively, some officers may not be selected in a calendar year. Random selections will be unannounced and spread reasonably throughout the year.
  5. HR shall then notify the Chief of Police Chief or designee of the officers to be tested, as well as the location and date of testing. A supervisor will escort officers to the testing facility. If an officer cannot be served notice in a timely manner, another officer will be randomly selected for testing in the manner described above.
  6. Officers who refuse to cooperate during the testing will be subject to discipline. Any officer who attempts to alter or cheat the screening process in any manner will be subject to termination proceedings for conduct violations.
  7. For purposes of this Article, drug testing shall utilize a split urine sample. The second half of the sample shall only be used to validate a positive test on the first half of the sample.
  8. A positive result on the alcohol and/or drug test may be cause for termination pending an investigation. If the AIRPORT AUTHORITY requests an officer be tested the AIRPORT AUTHORITY shall pay for the cost of the test(s).
  9. Officers who are required to take any medication with side effects which might impair their ability to fully and safely perform all the job requirements of the position, shall report the need for such medication to their immediate supervisor

prior to commencing on-duty status. No officer shall be permitted to work while taking medications potentially impairing their ability to carry out their assigned job duties without a written release from his/her physician.



### **ARTICLE 37 - CREATE NEW POSITION OR DIMINISH RESPONSIBILITIES**

Prior to the decision of the AIRPORT AUTHORITY to create any new position or utilize any existing positions to supplant or diminish the responsibilities of the Airport Police Officer, the AIRPORT AUTHORITY will meet and consult with the AAPOPA regarding the impact of such actions.

### **ARTICLE 38 - SAVINGS CLAUSE**

- A. This Agreement is the entire agreement of the parties. The parties acknowledge that they have fully bargained with respect to all terms and conditions of employment and have settled them for the duration of this Agreement.
- B. Should any of the provisions of the Agreement become invalid under any State or Federal Law, said provisions shall be modified to comply with said law. However, the remainder of this Agreement shall at all times remain in full force and effect and shall be binding upon the parties signatory hereto.
- C. Attached hereto as Appendix 4 are the following side letters, MOUs or similar documents which contain all of the prior agreements, past practices and other understandings which are not otherwise covered by the express terms of this Agreement:
  - None

**ARTICLE 39 - DURATION OF THE AGREEMENT**

This Agreement shall be effective the 1st day of July 1, 2017, and shall remain in full force and effect through the 30th day of June 2021 and year to year thereafter unless modified as provided for herein, except that if negotiations are in process and a new Agreement has not been reached by June 30, 2021, the provisions of this Agreement (except for any wage increase provisions) shall continue in full force and effect until settlement is reached.

- A. By February 1, 2021, the AIRPORT AUTHORITY and AAPOPA shall submit written notice to each other of their intent to begin negotiations over changes in any one or more of the provisions contained in this Agreement.
  
- B. The provisions of this Agreement are subject to re-negotiation at any time with the mutual consent of both parties.

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

**AIRPORT AUTHORITY POLICE  
OFFICERS' PROTECTIVE ASSOCIATION**

**RENO-TAHOE  
AIRPORT AUTHORITY**

By: Greg Ciesl  
President

By: Marilyn Mora  
President/CEO

Date: 6/22/17

Date: 6/23/17

**ATTEST:**

By: M.W. Fretz  
Vice President

By: [Signature]  
Vice President of Human Resources

Date: 6-23-17

Date: 6/23/17

**APPENDIX 1**  
**SALARY SCHEDULES**

**Effective July 1, 2017** (reflects 2.5% increase)

<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>	<b><u>Step 6</u></b>	<b><u>Step 7</u></b>
<u>\$25.23</u>	<u>\$26.49</u>	<u>\$27.82</u>	<u>\$29.22</u>	<u>\$30.70</u>	<u>\$32.26</u>	<u>\$33.90</u>

**Effective July 1, 2018** (reflects 2.75% increase)

<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>	<b><u>Step 6</u></b>	<b><u>Step 7</u></b>
<u>\$25.92</u>	<u>\$27.21</u>	<u>\$28.58</u>	<u>\$30.03</u>	<u>\$31.54</u>	<u>\$33.14</u>	<u>\$34.83</u>

**Effective July 1, 2019** (reflects 2.5% increase)

<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>	<b><u>Step 6</u></b>	<b><u>Step 7</u></b>
<u>\$26.57</u>	<u>\$27.89</u>	<u>\$29.30</u>	<u>\$30.78</u>	<u>\$32.33</u>	<u>\$33.97</u>	<u>\$35.70</u>

**Effective July 1, 2020** (reflects 2.75% increase)

<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>	<b><u>Step 6</u></b>	<b><u>Step 7</u></b>
<u>\$27.30</u>	<u>\$28.66</u>	<u>\$30.10</u>	<u>\$31.62</u>	<u>\$33.22</u>	<u>\$34.91</u>	<u>\$36.68</u>