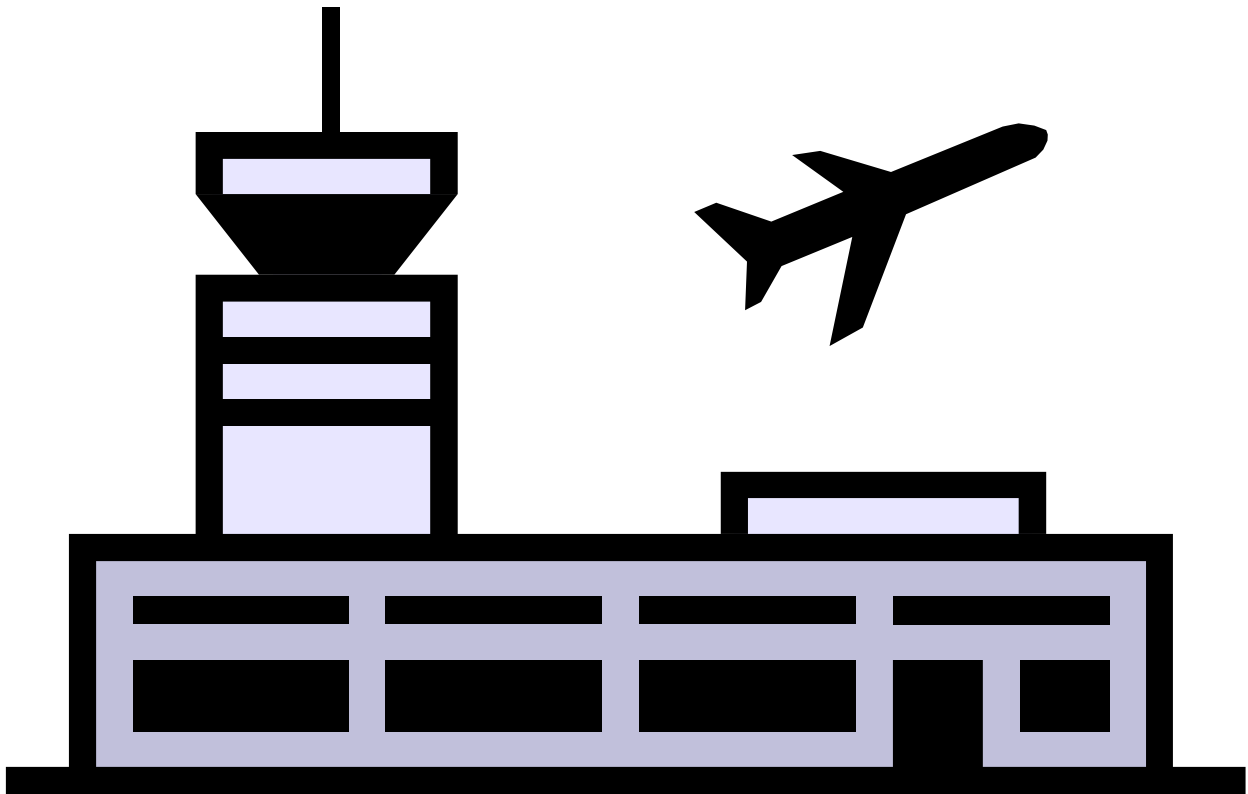


**AGREEMENT**  
between  
**AIRPORT AUTHORITY POLICE OFFICERS’  
PROTECTIVE ASSOCIATION**  
and  
**RENO-TAHOE AIRPORT AUTHORITY**

**Fiscal Years 2014 – 2015, 2015 – 2016 and 2016 - 2017**



# TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
<b>AGREEMENT</b> .....	<b>1</b>
<b>ARTICLE 1</b> <b>DEFINITIONS</b> .....	<b>2</b>
<b>ARTICLE 2</b> <b>INTENT</b> .....	<b>4</b>
<b>ARTICLE 3</b> <b>JURISDICTION</b> .....	<b>5</b>
<b>ARTICLE 4</b> <b>MANAGEMENT RIGHTS</b> .....	<b>6</b>
<b>ARTICLE 5</b> <b>NO STRIKE CLAUSE</b> .....	<b>7</b>
<b>ARTICLE 6</b> <b>NON-DISCRIMINATION</b> .....	<b>8</b>
<b>ARTICLE 7</b> <b>DUES DEDUCTION</b> .....	<b>9</b>
<b>ARTICLE 8</b> <b>AAPOPA ACTIVITIES</b> .....	<b>10</b>
<b>ARTICLE 9</b> <b>POSITION OPENINGS AND EXAMINATIONS</b> .....	<b>11</b>
<b>ARTICLE 10</b> <b>PROBATIONARY EMPLOYEES</b> .....	<b>12</b>
<b>ARTICLE 11</b> <b>OUT OF CLASS ASSIGNMENTS</b> .....	<b>13</b>
<b>ARTICLE 12</b> <b>REDUCTION IN FORCE/LAYOFF</b> .....	<b>15</b>
<b>ARTICLE 13</b> <b>GRIEVANCE PROCEDURE</b> .....	<b>17</b>
<b>ARTICLE 14</b> <b>COUNSELING AND DISCIPLINE</b> .....	<b>20</b>
A. Informal Counseling .....	20
B. Disciplinary Action for Conduct Violations .....	20
<b>ARTICLE 15</b> <b>INVOLUNTARY TERMINATION</b> .....	<b>23</b>
A. Procedures for Discharge for Conduct Violations .....	23
B. Procedures for Discharge for Failure to Maintain Minimum Performance Standards .....	24
<b>ARTICLE 16</b> <b>SAFETY</b> .....	<b>26</b>
<b>ARTICLE 17</b> <b>SPECIAL ASSIGNMENTS</b> .....	<b>27</b>
<b>ARTICLE 18</b> <b>UNIFORMS</b> .....	<b>29</b>
<b>ARTICLE 19</b> <b>LEAVES OF ABSENCE</b> .....	<b>30</b>
A. Leaves of Absence With Pay .....	30
B. Leaves of Absence Without Pay .....	31
C. Effect of Leaves of Absence Without Pay on Benefits.....	32
D. Procedures and Responsibilities .....	33
<b>ARTICLE 20</b> <b>EDUCATION AND DEVELOPMENT</b> .....	<b>34</b>
<b>ARTICLE 21</b> <b>POST EMPLOYMENT HEALTH PLAN</b> .....	<b>35</b>

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE 22	HUMAN RESOURCES INFORMATION .....	36
ARTICLE 23	MISCELLANEOUS BENEFITS.....	37
ARTICLE 24	COMPENSATION .....	38
	A. Annual Increases In Individual Officers' Pay .....	38
	B. Overtime.....	39
	C. Compensatory Time.....	39
	D. Call Back.....	40
	E. Court Subpoenas .....	40
	F. Pyramiding.....	40
	G. Shift Differential.....	40
	H. Time Card Changes .....	41
ARTICLE 25	RETIREMENT .....	42
ARTICLE 26	GROUP INSURANCE .....	43
ARTICLE 27	ON THE JOB INJURY .....	45
ARTICLE 28	HOURS OF WORK .....	46
ARTICLE 29	VACATIONS .....	47
ARTICLE 30	HOLIDAYS .....	49
ARTICLE 31	COMMUNICABLE DISEASE .....	51
ARTICLE 32	SHIFT BIDDING.....	52
ARTICLE 33	SECONDARY EMPLOYMENT .....	53
ARTICLE 34	LEGAL REPRESENTATION .....	54
ARTICLE 35	EXERCISE ROOM/PHYSICAL FITNESS.....	55
ARTICLE 36	ALCOHOL, DRUG & CONTROLLED SUBSTANCE ABUSE TESTING PROGRAM/FITNESS FOR DUTY.....	56
ARTICLE 37	CREATE NEW POSITION OR DIMINISH RESPONSIBILITIES.....	58
ARTICLE 38	SAVINGS CLAUSE.....	59
ARTICLE 39	DURATION OF THE AGREEMENT.....	60
SIGNATURES	AAPOPA AND AIRPORT AUTHORITY .....	60
APPENDIX 1	SALARY SCHEDULE .....	61

## **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. However, the anniversary date as it relates to performance appraisal submissions may change in accordance with promotions, demotions, or Agreement provisions.

**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.

**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; however, it will not hinder the affected officer's ability to participate in the shift bidding process.

**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 - JURISDICTION**

The AIRPORT AUTHORITY hereby recognizes the AAPOPA as the exclusive collective bargaining agent for all regular officers employed by the AIRPORT AUTHORITY at its Reno and Stead locations 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. 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 will not receive compensation when performing any AAPOPA related business outside of regularly scheduled work hours nor will this time count against the monthly 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 during normal day shift working hours on alternate months. Meetings shall not exceed one (1) hour's duration. Officers shall not receive any compensation for meetings held beyond their regularly scheduled work hours.

In no instance shall release time of AAPOPA members for officer representation result in payment of overtime by the AIRPORT AUTHORITY.

- C. 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.
- D. 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 shall be allowed to attend such meetings during the officer's normal working hours without loss of pay.
- E. Three (3) officers designated by the AAPOPA shall be allowed to attend all collective bargaining sessions with pay.
- F. 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.

## **ARTICLE 9 - POSITION OPENINGS AND EXAMINATIONS**

Position openings in the classified service which are announced on an open competitive or promotional basis shall be posted by the AIRPORT AUTHORITY for not less than seven (7) calendar days and noticed to the AAPOPA President.

## **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. 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, emergency employees in that position shall be laid off first; temporary employees in that position shall be laid off second; probationary employees in that position shall be laid off third; 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.
- B. 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.
- C. 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.
- D. 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.
- E. All layoffs will be carried out in strict compliance with applicable laws and regulations.
- 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.** For purposes of this Agreement, a grievance is defined as a dispute between the AAPOPA or an officer covered by this Agreement and the AIRPORT AUTHORITY involving the meaning, interpretation, application or enforcement of this Agreement.
- B. **Time Limit for Filing 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.
- C. **Documentation of Grievance.** A grievance must be reduced to writing and submitted by the AAPOPA to the Director of Human Resources or his/her representative. Either shall provide a date/stamped receipted copy of the grievance to the person submitting the grievance. 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 arbitration, however, an officer may separately access the arbitration procedure upon the signing of a waiver relieving the AAPOPA of all costs related to arbitration and all effects and affects of any decision impacting the responsibilities of the AAPOPA in applying the terms and conditions of this Agreement. Both the AIRPORT AUTHORITY and AAPOPA shall receive a copy of this waiver.

- D. **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. Prior to the submission of a formal grievance, the Supervisor and an officer may attempt to resolve any questions, problems, or misunderstandings that have arisen. However, a written grievance must still be submitted within ten (10) days of the date the grievant knew, or reasonably should have known, of the event giving rise to the grievance.

All grievances shall be resolved exclusively in the following manner:

1. **Step One.** An informal fact-finding meeting will be held within ten (10) days of the submission of the written grievance. The meeting shall involve AAPOPA representative(s); an AIRPORT AUTHORITY management representative from the grievant's department or from a higher level of management and any other internal EMPLOYER representatives the EMPLOYER deems necessary.

The grievant, the AAPOPA representative and the AIRPORT AUTHORITY's representatives may bring witnesses who can present relevant facts concerning the situation precipitating the grievance.

The response to the grievance shall be made in writing within ten (10) days of the conclusion of the meeting and delivered to the AAPOPA President and/or his/her designee/representative.

2. **Step Two.** When a grievance remains unresolved after the meeting described in subparagraph D.1., above, and the AAPOPA wishes to proceed to the Step Two Meeting, the AAPOPA must make a written appeal to the AIRPORT AUTHORITY for a Step Two Meeting within ten (10) days from the date of the response to the Step One Meeting.

The Step Two Meeting will be held within ten (10) days of the submission of the request. The meeting shall involve AAPOPA representative(s); the Executive Vice President/Chief Operating Officer or designee and any other internal EMPLOYER representatives the EMPLOYER deems necessary.

The grievant, the AAPOPA representatives and the AIRPORT AUTHORITY's representatives may bring witnesses who can present relevant facts concerning the situation precipitating the grievance.

The response to the grievance shall be made in writing within ten (10) days of the conclusion of the meeting and delivered to the AAPOPA President and/or his/her designee/representative.

3. **Mediation.** If not resolved at the meeting described in subparagraph D.2., above, within ten (10) days of the response to the grievance, the parties agree to submit the grievance to mandatory mediation with the Federal Mediation and Conciliation Service (FMCS). A request for mediation does not toll or change the parties' requirements under paragraph D.4., below.
4. **Arbitration.** When a grievance remains unresolved after the meeting described in subparagraph D.2., above, and the AAPOPA wishes to proceed to arbitration, the AAPOPA must make a written appeal to the AIRPORT AUTHORITY for arbitration within ten (10) days from the date of the response to the grievance. 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.

- E. **Time Limits.** The time limits and other provisions set forth in this Article 13 cannot be extended or waived unless mutually agreed in writing, and failure on the part of the AAPOPA to comply with the time periods set out above shall result in the grievance being considered waived and abandoned.

The AIRPORT AUTHORITY and AAPOPA may raise the issue of the timeliness or waiver up to and including at arbitration.

If the AIRPORT AUTHORITY fails to respond within the time limitations outlined herein, the grievance will automatically advance to the next step of the grievance and arbitration process.

- F. Any settlement of a grievance between an individual officer and the AIRPORT AUTHORITY shall be consistent with the terms and provisions of this Agreement.
- 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. INFORMAL COUNSELING**

The AIRPORT AUTHORITY may informally counsel any officer at any time to help the officer improve his/her conduct or performance. However, this does not require the completion of Informal Counseling documentation for every discussion or counseling that is conducted between an officer and his/her supervisor(s). When determined by the AIRPORT AUTHORITY, counseling actions will be documented. There is no requirement to complete Informal Counseling documentation prior to taking disciplinary action against an officer.

The following practices apply to any informal counseling by a supervisor/manager with an officer:

1. The immediate supervisor or manager will privately counsel the officer.
2. The supervisor or manager will inform an officer that the discussion of the incident/event/issue cannot lead to disciplinary action based on any information obtained during the counseling session. However, the supervisor or manager may tell the officer that further violations, incidents, or problems as discussed in the counseling may result in disciplinary action – verbal reprimand, written reprimand, suspension, termination, etc.
3. An officer will be informally counseled only about the instant incident, event, issue or problem before the supervisor or manager. The informal counseling documentation written by the supervisor or manager will be brief and to the essential point of the incident, event, issue or problem as it relates to conduct behavior or performance of an officer. The documentation may also contain a brief note about what the officer is expected to do in the future.
4. At the end of the counseling session, the supervisor or manager will remind the officer that he/she may submit a response to the informal counseling that will not exceed one page in length. If a response is submitted by the officer, it will be maintained along with the completed Informal Counseling documentation in the supervisory records for six (6) months after which they will be removed from the tracking system.

### **B. DISCIPLINARY ACTION FOR CONDUCT VIOLATIONS**

1. The AIRPORT AUTHORITY shall not take any disciplinary action for conduct violations against an officer covered by this Agreement without just cause. “Disciplinary action” is defined as: verbal or written reprimand, suspension from work with or without pay, demotion with or without reduction in pay, or termination for cause.

2. The AIRPORT AUTHORITY will apply the principles of progressive discipline in all disciplinary matters related to conduct; however this does not preclude the AIRPORT AUTHORITY from immediately terminating an officer if the violation so warrants.

The officer shall have the right to have an AAPOPA representative of his/her choice present during disciplinary meetings when the disciplinary action is imposed, and no such meetings shall be held in the absence of an AAPOPA representative unless the right to such representation is explicitly waived, in writing, by the officer.

Within fifteen (15) calendar days of receiving an allegation that may lead to disciplinary action, the supervisor or manager will orally or in writing notify the AAPOPA of a possible, pending NRS 289 investigation.

3. Disciplinary actions related to conduct violations are to be documented in a memorandum addressed to the Officer.

**4. Procedures for discipline:**

- a. Any proposed disciplinary action for alleged conduct violations will be noticed and the fact-finding conducted under the provisions of NRS 289.
- b. The notice of disciplinary action will include all of the following elements:
  - (1) Identification of the rule, procedure, or directive violated by the officer.
  - (2) The corrective action necessary to assure future compliance.
  - (3) Potential disciplinary action if corrective action is not exhibited in the specified time period by the officer; and
  - (4) A specified and reasonable time period to attain compliance.
  - (5) Copies for the officer, AAPOPA (unless such representation has been expressly waived, in writing, by the officer), the supervisor, and the Human Resources department for inclusion into the officer's official personnel file.
- c. If the officer's conduct has not improved satisfactorily in the specified time period and future disciplinary action is deemed necessary, the officer will be notified in writing with a copy to the AAPOPA unless AAPOPA representation is expressly waived, in writing, by the officer. Progressive discipline will be applied to such a situation. The same elements as described in Article 14. B. (4) b. 1-5 will be contained in the notice unless the notice is for termination. In the case of termination, Article 15 shall apply.



- d. An officer may appeal disciplinary action(s) taken for conduct violations, through the Grievance Procedure, as stated in Article 13 of this Agreement. The Grievance Procedure shall be the exclusive remedy of the officer.
- e. Nothing prohibits the Supervisor from immediately advising the officer to correct his/her behavior, and/or performance.
- f. The role of the AAPOPA representative shall be to act as a witness to the imposition of disciplinary action and to assure the rights of the officer represented under this Agreement are upheld.
- g. Nothing in this Article precludes an officer from having the right to legal counsel.

## **ARTICLE 15 - INVOLUNTARY TERMINATION**

A. The AIRPORT AUTHORITY shall not involuntarily terminate a regular officer covered under this Agreement without just cause. The right to protest a termination is limited to officers covered under this Agreement. 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 FOR CONDUCT VIOLATIONS**

1. Before taking action to terminate an officer for a conduct violation, the AIRPORT AUTHORITY shall serve notice, in writing, to the officer and to the AAPOPA. The notice shall contain all of the following:
  - a. A statement of the proposed action.
  - b. A statement as to the reason(s), including acts or omissions and grounds upon which the termination is based.
  - c. A copy of the statute, ordinance, rule, regulation or procedure that the officer is alleged to have violated.
  - d. A statement that the officer may request copies of materials, if any, upon which the proposed action is based; and,
  - e. A statement that the officer has five (5) working days to respond to the President/CEO in writing from the date of receipt of such notice.
2. If there is no response from the officer or AAPOPA within the time allowed, the proposed action shall be taken and the officer shall be deemed to have waived the right to protest or appeal the action or termination. If the officer appeals or protests a termination for conduct and the Grievance Procedure has been initiated, the termination shall not be effective until the Grievance Procedure outlined in Article 13 is completed.
3. If the officer has complied with B.1.e above by responding in writing within the time allotted to a termination decision by the AIRPORT AUTHORITY, 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 born by the party that loses the case as determined by the arbitrator or Nevada court.

4. Nothing in this Article shall prohibit the AIRPORT AUTHORITY from placing an officer on suspension from work without pay pending termination. A decision to suspend, pending termination, will be made based on reasons for termination and shall generally be utilized when the officer is suspected of gross misconduct or when his/her continued presence on the job during the notification period is deemed disruptive to the section, department or normal airport business/operations.
5. During the period between appeal of a termination and a decision by an arbitrator, the officer may assume payment for group insurance premiums based on the insurance contract provisions. If the officer elects to let the insurance lapse and is reinstated, insurance will be reinstated based upon the insurance contract provisions. If the officer is reinstated by the arbitrator and/or a Nevada court with back pay and benefits, the AIRPORT AUTHORITY shall reimburse the officer for the AIRPORT AUTHORITY's portion of the insurance premium that the officer paid.

**C. PROCEDURES FOR DISCHARGE FOR FAILURE TO MAINTAIN MINIMUM PERFORMANCE STANDARDS**

1. Before taking action to terminate an officer for failing to meet the performance standards for the officer's position and other compensable assignments, the AIRPORT AUTHORITY shall serve notice of Possible Termination for Failure to Meet Performance Standards, in writing, to the officer and to the AAPOPA. The notice shall contain all of the following:
  - a. A statement informing the officer that he/she will be terminated unless the officer improves his/her performance to the acceptable level within a sixty (60) day calendar period.
  - b. A statement as to the reason(s), including acts or omissions, why the officer is failing to meet the performance standards for the position and/or other compensable assignments.
  - c. A statement that the officer may request copies of materials, if any, upon which the termination is based.
  - d. Any proposed termination action for alleged inability to meet and sustain performance standards will be noticed and the fact-finding conducted under the provisions of NRS 289.
2. Upon issue of this notification for Possible Termination, the officer will meet with his/her supervisor or manager immediately to develop a performance

improvement plan. The officer may request representation by the Association during that meeting. The officer will be given sixty (60) calendar days from the date of the written plan to bring his/her performance back to the acceptable level.

3. If the officer improves his/her performance to the acceptable level as determined by the supervisor/manager and in accordance with the acceptable performance level criteria, no additional action is needed and the officer will be informed, in writing, of his/her acceptable performance. However, an officer's second notice of failing to meet the performance standards within a twelve (12) month period from the date of the officer's first notice described in B.1. above will be a Notice of Termination described in B.4. below.
4. If the officer fails to improve his/her performance to the acceptable level as determined by the supervisor/manager or has not met the performance standards for the second time in a twelve (12) month period, the Division Director will issue a Notice of Termination effective immediately. The AIRPORT AUTHORITY will immediately place the officer on Administrative leave until the end of the five (5) calendar day appeal period. The officer has five (5) calendar days to appeal the termination decision, in writing, to the Division Director.
5. If there is no response from the officer or AAPOPA within the time allowed, the proposed action shall be implemented and the officer shall be deemed to have waived the right to appeal the termination. If the officer appeals the termination for failing to meet performance standards, the parties agree to immediate and final binding arbitration of the 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 born by the party that loses the case as determined by the arbitrator.
6. During the period between appeal of a termination and a decision by an arbitrator, the officer may assume payment for group insurance premiums based on the insurance contract provisions. If the officer elects to let the insurance lapse and is reinstated, insurance will be reinstated based upon the insurance contract provisions. If the officer is reinstated by the arbitrator and/or a Nevada court with back pay and benefits, the AIRPORT AUTHORITY shall reimburse the officer for the AIRPORT AUTHORITY's portion of the insurance premium that the officer paid.

## 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.
- 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 will contribute up to fifty percent (50%) of the purchase price for protective vests. These vests are not mandatory safety equipment.

## ARTICLE 17 - SPECIAL ASSIGNMENTS

- A. 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/TRAK/Administrative Officer – responsible for usage and training on the National Crime Computers. Also the Airport Police contact for TRAK (Technology to Retrieve Abducted Kids) computer system. Additionally responsible for assisting Police Management with administrative duties such as CALEA and/or CAPERS.

Officers certified and assigned as the NCIC/TRAK/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. 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 designate which officers must wear uniforms in the performance of their jobs and will provide the uniforms; to include a minimum of five (5) short sleeved shirts, five (5) long sleeved shirts, five (5) pants, and two (2) uniform pin badges, and will replace them as needed. Uniforms must be clean and neat. The Supervisor shall have the discretion to determine if an officer's uniform does not meet minimum standards of cleanliness, neatness, and repair.
  
- 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.
  
- C. The AIRPORT AUTHORITY shall contract with a cleaning service to perform cleaning and maintenance.



## **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 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. 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 five (5) 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 tuition reimbursement to the Benefits Specialist. Approval for tuition reimbursement will be made by the Director of Human Resources; any denials will be for articulable, written reasons.
- 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 ~~Section~~ Manager, in which case hours from work must be deducted from earned vacation or be recorded as an unpaid excused absence.
- E. To obtain reimbursement, the officer must take classes from an accredited school. Reimbursement will be made upon presentation of receipts for covered costs and grade notices substantiating a grade of C or better, or PASS in a pass/fail course.
- F. **POST Incentive.** Additional incentives shall be paid to those officers achieving higher Nevada POST certificates:
  - 1. Nevada Intermediate POST Certificate - \$500 per year.
  - 2. Nevada Advanced POST Certificate - \$1,000 per year
  - 3. Nevada Management POST Certificate - \$1,500 per year.
    - a. Incentives will be paid in a separate check on the first payday in July of every year and shall be paid for the highest certificate only – not for more than one.

## **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. Once a member has accumulated 880 hours of sick accrual, 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 such contribution does not reduce the member's vacation accrual balance to less than three hundred (300) hours.
- 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**

- A. The parties agree that, from time to time, programs that benefit officers will become available. The AIRPORT AUTHORITY agrees to inform the AAPOPA President prior to implementation of new programs (i.e. catastrophic insurance, deferred compensation, IRS 125 Plan, discount coupons for various products, etc.).
- B. The AIRPORT AUTHORITY will consult with the AAPOPA regarding terms of any Voluntary Early Separation Program prior to implementation.
- C. 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. The coverage provided will be the same as the officer had selected that benefit year for spouse and dependent children under a plan offered by the AIRPORT AUTHORITY. The spouse will be covered under the same or a replacement benefit plan available to other spouses of officers until the age of sixty-five (65) or his/her remarriage, whichever occurs first. 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.
- D. All officers hired after April 15, 2012, but before the signing of the Agreement by the parties, will receive a recruitment incentive of \$250 in the first full pay period following the completion of the officer's probationary period. The incentive is not subject to PERS contribution and the officer is responsible for the payment of all taxes associated with the recruitment incentive payment.



## ARTICLE 24 - COMPENSATION

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

1. Effective on the start of the next pay period after the signing of this Agreement, each officer will be placed into the Salary Schedule, indicated in Appendix 1, as follows:
  - If an officer's current salary is between steps, the officer will be placed onto the next step which is higher than his/her current salary;
  - If an officer's current salary is the same as a step, they will be placed at the next higher step, however, these officers will receive no additional increase on their anniversary date during FY 2014-2015;
  - Officers who are employed but have not yet completed their initial probationary period by the signing of this Agreement will be moved to the Step 1 rate, however, these officers will receive no additional increase on their anniversary date during FY 2014-2015
2. During FY 2014-2015, 2015-2016 and 2016-2017, 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. An officer may receive a rating of "Unsatisfactory", "Contributor", "Valued Performer" or "High Performer".

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 three percent (3%) of his/her current hourly base wage, paid to the employee in a lump sum on his/her paycheck, less normal deductions.

3. In the event an officer disagrees with the performance appraisal, 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 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 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 sick leave per calendar year 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 in increments of fifteen (15) minutes.

With the exception of all paid sick leave per calendar year, paid time not worked, such as vacation leave, unworked holidays, compensatory time leave, 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 regular shift, with a minimum of three (3) hours of overtime pay.
- 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, a copy will be sent to the affected officer.

## **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

**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. **General.** Vacation benefits apply to all full-time officers.
- b. **Position Change or Status Change.** An officer promoted or demoted to a position having a different vacation allowance will begin accruing vacation allowance on the basis of the vacation allowance for the new position effective the first day of the pay period following the status change.
- c. **Termination.** An officer who terminates employment with the AIRPORT AUTHORITY for any reason will be paid for unused accrued vacation time.
- d. 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.
- e. Vacation will not be accrued during any unpaid Leave of Absence of thirty (30) calendar days or more unless required by law.
- f. 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 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 Human Resources during the month of July each year. Only those officers with over two hundred (200) vacation hours on the books as of the last pay period in 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 via a separate check on the first payday in 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 ten (10) hour 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**

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



## **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.

- B. Parties agree to a voluntary physical agility testing program to be administered bi-annually each April and September using a testing/scoring standard established by POST. Officers must attain a passing score in order to be entitled to receive a \$250.00 payment for each test passed; such payment to be made on the first payday in June and December. Officers participating in the voluntary physical agility test shall be in full pay status during testing. There will be no reprisal or punitive action taken against any officer scoring less than the passing score on the test.

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

- A. The use, 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 the sensitive safety and security related aviation personnel perform their duties free of illegal drugs. The goal of the anti-drug effort is to ensure a drug free workplace and to improve aviation safety and worker productivity while safeguarding the accuracy and privacy of drug testing.
- B. The AIRPORT AUTHORITY and the AAPOPA shall implement and carry out an alcohol, drug and controlled substance testing program that is consistent with the AIRPORT AUTHORITY's Drug Free Workplace Policy and Procedure, as may be modified or revised during the term of this Agreement.
- C. For the purpose of this Article, the test shall be a urine sample backed up by a blood draw sample (both samples to be taken at the same time). This blood draw sample shall only be used to validate a positive obtained on the urine sample.
- D. A positive result on both the urine and blood draw samples may be cause for termination pending investigation. If the AIRPORT AUTHORITY requests an officer be tested under this paragraph, then the AIRPORT AUTHORITY shall pay for the cost of the test.
- E. **Fitness for Duty.** Officers must be physically and mentally capable of performing the functions necessary to protect the health and safety of the public. No officer may report for duty or remain on duty if the officer is mentally or physically impaired from performing the essential and critical functions of the Police Officer position. An officer is subject to disciplinary action if the officer's ability to perform required functions has been compromised by the officer's use of alcohol or any illegal/controlled substances. If an officer believes he/she is physically or mentally unfit for duty the officer has the affirmative obligation to so advise his/her immediate supervisor.

The AIRPORT AUTHORITY reserves the right to require an officer to submit to examination to determine his or her fitness for duty. An officer may be placed on sick leave until the initial determination of fitness for duty. Such examination shall be at the AIRPORT AUTHORITY's expense and on duty time. The officer may request a second opinion from a list of qualified medical or mental health professionals agreed to by the AIRPORT AUTHORITY and the AAPOPA (The List). The second examination shall be at the AIRPORT AUTHORITY's expense and on the officer's own time. In the event of conflicting opinions, a third medical professional from The List shall be agreed to by the AIRPORT AUTHORITY and the AAPOPA with the costs shared equally by the AIRPORT AUTHORITY and the AAPOPA. The third examination shall be conducted on the officer's own time. The decision of the third

examiner will be final on the determination as to fitness for duty of the officer. Any officer determined to be unfit for duty will not be returned to full Police Officer duty until such time as the officer is found to be fit for duty by a qualified health care professional.

The list of qualified health professionals will be those providers providing health services to the AIRPORT AUTHORITY through the group insurance plan detailed in Article 26, Group Insurance, in this labor Agreement as modified from time to time by the Insurance Committee.

### **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, 2014, and shall remain in full force and effective through the 30th day of June 2017, 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, 2017, the provisions of this Agreement shall continue in full force and effect until settlement is reached. After July 1, 2017, no raises will be granted until a new salary schedule is negotiated.

- A. By February 1, 2017, 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:   
President

By:   
President/CEO

Date: 08/20/2014

Date: 8/20/14

**ATTEST:**

By:   
Vice President

By:   
Director of Human Resources

Date: 8/20/14

Date: 8/20/14

**APPENDIX 1**

**Salary Schedule  
Effective August 25, 2014**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$24.61	\$25.84	\$27.14	\$28.51	\$29.95	\$31.47	\$33.07