

BOARD OF TRUSTEES

Shaun Carey, Chair
Adam Kramer, Vice Chair
Richard Jay, Secretary
Jenifer Rose, Treasurer
Carol Chaplin, Trustee
Jennifer Cunningham, Trustee
Lisa Gianoli, Trustee
Jessica Sferrazza, Trustee
Art Sperber, Trustee

PRESIDENT/CEO

Daren Griffin, A.A.E.

GENERAL COUNSEL

Ann Morgan, Fennemore Craig

CLERK OF THE BOARD

Lori Kolacek

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES

Date: Thursday, June 9, 2022

Time: 9:00 a.m.

Location: Reno-Tahoe International Airport, 2001 E. Plumb Lane, Reno
Admin Offices, Main Terminal Building, Second Floor

Public Meeting Notice: Meetings are open to the public and notice is given in accordance with [NRS 241.020](#)

Public Attendance Options:

1. Attend the meeting at the address indicated above; or
2. **Watch on Zoom:** <https://us02web.zoom.us/j/87458083967>; **Webinar ID:** 874 5808 3967; or
3. **Dial in to listen only:** 1-669-900-6833 and enter the Webinar ID when prompted

Members of the public who require special accommodations or assistance at the meeting are requested to notify the Clerk of the Board by email at lkolacek@renoairport.com or by phone at (775) 328-6402.

Public Comment: Any person wishing to make public comment may do so in person at the Board meeting, or by emailing comments to lkolacek@renoairport.com. Comments received **prior to 4:00 p.m. on the day before the meeting** will be given to the Board for review and included with the minutes of this meeting. To make a public comment during the Zoom meeting, please make sure your computer or device has a working microphone. Use the “Chat” feature to submit a request to speak. When the time comes to make public comments, you will be invited to speak. Public comment is **limited to three (3) minutes** per person. No action may be taken on a matter raised under general public comment.

This Agenda Has Been Posted at the Following Locations:

1. Airport Authority Admin Offices, 2001 E. Plumb Lane, Reno
2. <https://www.renoairport.com/airport-authority/public-meeting-information/agendas-minutes>
3. <https://notice.nv.gov/>

Supporting Materials: Supporting materials for this agenda are available on the Airport’s website at <https://www.renoairport.com/airport-authority/public-meeting-information/agendas-minutes>, and will be available at the meeting. For further information you may contact the Board Clerk at (775) 328-6402 or lkolacek@renoairport.com.

1. INTRODUCTORY ITEMS

- 1.1 Call to Order
- 1.2 Pledge of Allegiance
- 1.3 Roll Call

2. PUBLIC COMMENT

This section is for persons who wish to address the Board on matters not on the agenda. Speakers are limited to three minutes each. No matters raised may be the subject of deliberation or action.

3. APPROVAL OF AGENDA (for possible action)**4. APPROVAL OF MINUTES (for possible action)**

- 4.1 Approval of the Minutes from the April 29, 2022, Board Retreat
- 4.2 Approval of the Minutes from the May 19, 2022, Regular Board Meeting

5. PRESIDENT/CEO REPORT**6. BOARD MEMBER REPORTS AND UPDATES****7. ITEMS OF SPECIAL INTEREST**

- 7.1 FY 2021-22 Chairman's Outstanding Service Award: Landside Operations
- 7.2 Woman of Achievement Award Recognition: Faith Allen
- 7.3 Special Recognition - Retiree with 20+ years of service: Leah Williams (June)

8. CONSENT ITEMS FOR BOARD ACTION

Items in this section will be approved in one motion, unless an item is removed for individual discussion.

- 8.1 Board Memo #: 06/2022-34: Award of an extension to Scheidt & Bachmann USA for an amendment to extend the Maintenance Services Agreement for 12 months in the amount of \$194,398.95 (for possible action)
- 8.2 Board Memo #: 06/2022-35: Authorization for the President/CEO to sign a three-year Work/Financial Plan with the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services in the amount not to exceed of \$180,000, starting July 1, 2022, through June 30, 2025 (for possible action)

9. INFORMATION / DISCUSSION ITEMS / POSSIBLE ACTION ITEMS

- 9.1 Board Memo #: 06/2022-42: Authorization for the President/CEO to execute a three - year collective bargaining agreement between the Reno-Tahoe Airport Authority and the Airport Authority Police Officers' Protective Association for July 1, 2022 through June 30, 2025 (for possible action)

- 9.2 Board Memo #: 06/2022-36: Authorization for the President/CEO to execute a three-year Professional Services Agreement for marketing campaign services, with KPS|3, in an amount not to exceed \$1,350,000 (*for possible action*)
- 9.3 Board Memo #: 06/2022-37: Authorization for the President/CEO to execute a three-year contract, with two two-year extension options, with LP Insurance Services for broker/consultant services for the Reno-Tahoe Airport Authority employee health insurance program in the amount of \$150,000 for fiscal year 2022-23 through 2025-26 (*for possible action*)
- 9.4 Board Memo #: 06/2022-38: Authorization for the President/CEO to execute a Professional Service Agreement for professional design services for Airfield Administrative & Airport Duty Managers Offices with Paul Cavin Architecture LLC in the amount of \$156,100 (*for possible action*)
- 9.5 Board Memo #: 06/2022-39: Authorization for the President/CEO to Execute Amendment No. 1 to the Professional Services Agreement for Consultant Services for the Reno-Tahoe International Airport Administrative Headquarters and Police Station Workspace Study, with H+K Architects, in the amount of \$289,280 (*for possible action*)
- 9.6 Board Memo #: 06/2022-40: Approval of the Fiscal Year 2022-23 Reno-Tahoe Airport Authority Board of Trustees Meeting Calendar (*for possible action*)
- 9.7 Board Memo #: 06/2022-41: Approval of submittal of the names of Trustees Jessica Sferrazza and Shaun Carey to be forwarded to the Reno-Sparks Convention and Visitors Authority (RSCVA) Board for possible appointment to fill the Air Service Representative seat for a two-year term (July 2022 to July 2024) (*for possible action*)
- 9.8 Adjustment to Pay and Classifications together with Reimbursement of wage loss and one-time incentive payment per CSP and Management Guidelines (*discussion*)

10. BOARD MEMBER COMMENTS, QUESTIONS AND REQUESTS FOR AGENDA ITEMS

11. UPCOMING RTAA MEETINGS

Date	Time	Meeting
06/27/2002	5:30 p.m.	RTIA CEO Users' Working Group
06/30/2022	9:00 a.m.	Board of Trustees Special Meeting
07/07/2022	9:00 a.m.	Finance & Business Development Committee
07/07/2022	10:00 a.m.	Planning & Construction Committee
07/09/2022	9:00 a.m.	Board of Trustees
08/09/2022	9:00 a.m.	Finance & Business Development Committee
08/09/2022	10:00 a.m.	Planning & Construction Committee
08/11/2022	9:00 a.m.	Board of Trustees

12. PUBLIC COMMENT

This section is for persons who wish to address the Board on matters not on the agenda. Speakers are limited to three minutes each. No matters raised may be the subject of deliberation or action.

13. ADJOURNMENT

BOARD OF TRUSTEES

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GENERAL COUNSEL

Ann Morgan, Fennemore Craig

CLERK OF THE BOARD

Lori Kolacek

DRAFT
MINUTES
ANNUAL BOARD RETREAT

Date: Friday, April 29, 2022

Time: 8:30 a.m.

Location: Arrowcreek Country Club, 2905 E. Arrowcreek Pkwy, Reno

1. Call to Order

The meeting was called to order at 8:30 a.m.

1.1. Pledge of Allegiance

The Pledge of Allegiance was led by Chair Carey.

1.2 Roll Call

Roll was taken by the Clerk of the Board. Adam Kramer was absent. All other members were present.

1.3 Call for Public Comment

There were no public comments.

2. Budget Workshop

Finance and Budget Director Alex Kovacs facilitated the Budget Workshop. Items discussed included strategic framework, enplaned passengers and landed weight. Other items discussed were airline revenues, non-airline revenues, total operating revenues, airline rates and charges, and calculations relating to landing fees, terminal rentals, BHS cost recovery and revenue sharing. Additionally, Alex discussed the 2023 operating expenses and department capital projects.

Board discussion followed the presentation.

Chair Carey called for a 15-minute break at 9:45.

3. Concourse Alternatives and Financing

Construction and Engineering Manager Chris Cobb opened this presentation introducing Damon Smith (Mead & Hunt) and Brent Mather (Gensler). They presented their concourse redevelopment study to the Board and discussed the pros and cons of each alternative: minimum build, expansion and new build. Goals, capacity, passenger experience and return on investment was discussed for each alternative.

Following the alternatives presentation, Jeff Schulthess (Landrum & Brown) presented the preliminary financial analysis and discussed the key financial assumptions and results.

Board discussion followed both presentations.

4. Economic Outlook

Mike Kazmierski (Economic Development Authority of Western Nevada [EDAWN]) gave an economic outlook presentation, discussing the role of EDAWN, income trends, job retention, workforce development, entrepreneurial development and community development.

Board discussion followed the presentation.

5. Advanced Air Mobility Presentation

A presentation was given by Byron Thurber (ARUP) on the concept of advance air mobility, what it could mean for RTAA in the future and planning considerations.

Board discussion followed the presentation.

6. Headquarter/Police Facility Planning Study

A presentation was given by Chief Planning & Construction Officer Gary Probert on the planning study for RTAA headquarters and police facility. He outlined the requirements and possible locations for each facility, the budget estimates and next steps.

Board discussion followed the presentation.

7. Air Service Development Update

A presentation was given by Air & Cargo Business Development Manager Hasaan Azam and Air Service Development & Community Engagement Manager Trish Tucker. Topics included enplaned passenger forecasts, air service strategy and the results of a Reno-Tahoe Travel Survey conducted to understand catchment area residents.

Board discussion followed the presentation.

8. Call for Public Comment

There were no public comments.

9. Adjournment

The meeting was adjourned at 3:10 p.m.

DRAFT

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CLERK OF THE BOARD

Lori Kolacek

**DRAFT
MINUTES**

REGULAR MEETING OF THE BOARD OF TRUSTEES

Date: Tuesday, May 19, 2022

Time: 9:00 a.m.

Location: Reno-Tahoe International Airport, 2001 E. Plumb Lane, Reno
Admin Offices, Main Terminal Building, Second Floor

1. INTRODUCTORY ITEMS

1.1 Call to Order

The meeting was called to order at 9:00 a.m.

1.2 Pledge of Allegiance

Brian Kulpin led the Pledge of Allegiance.

1.3 Roll Call

Roll was taken by the Clerk of the Board. Trustee Jessica Sferrazza was absent as she was attending the RSCVA Board meeting. All other Board members were present.

2. PUBLIC COMMENT

Fred Telling, Chairman of the Reno Air Racing Association, thanked the Board for their ongoing commitment and commented that he hopes the increased transparency and close working relationship continue to further all that is being done to keep this event going.

3. APPROVAL OF AGENDA

Motion: Approve the agenda as presented

Moved by: Jenifer Rose

Seconded by: Carol Chaplin

Aye: Trustees Carey, Kramer, Rose, Jay, Chaplin, Cunningham, Gianoli, Sperber

Absent: Jessica Sferrazza

No: None

Vote: Motion passed

4. APPROVAL OF MINUTES

4.1 April 14, 2022, Regular Board Meeting

4.2 April 21, 2022, Special Board Meeting

Motion: Approve Minutes of the April 14, 2022, Special Board Meeting and the April 21, 2022, Regular Board Meeting

Moved by: Art Sperber

Seconded by: Richard Jay

Aye: Trustees Carey, Kramer, Rose, Jay, Chaplin, Cunningham, Gianoli, Sperber

Absent: Jessica Sferrazza

No: None

Vote: Motion passed

5. PRESIDENT/CEO REPORT

Chris Cobb presented the May Safety Tip on proper disposal of prescription medication. Next, Brian Kulpin briefed the Board on the upcoming Council of Mayors which Reno will be hosting in June. Next, Mr. Griffin reported that airport business continues to be strong, passenger count this week is about 6% above 2019 and getting ready for a busy summer. As we head into a possible recession, we expect to see impacts and as the year progresses, we'll see how the overall economy is doing and what the Fall may look like for the airport. Lastly, Mr. Griffin introduced the new Emergency Manager, Tracy Moore.

6. BOARD MEMBER REPORTS AND UPDATES

None.

7. ITEMS OF SPECIAL INTEREST

None.

8. CONSENT ITEMS FOR BOARD ACTION

There was no discussion on these items. The Board took the following action:

Motion: Approve items 8.1 through 8.3

Moved by: Adam Kramer

Seconded by: Richard Jay

Aye: Trustees Carey, Kramer, Rose, Jay, Chaplin, Cunningham, Gianoli, Sperber

Absent: Jessica Sferrazza

No: None

Vote: Motion passed

- 8.1 **Board Memo #05/2022-23:** Authorization for the President/CEO to execute a Construction Contract for the Blue Parking Lot Reconstruction Project at Reno-Tahoe International Airport, with Sierra Nevada Construction, Inc. accepting the Base Bid and Bid Alternate 1 in the amount of \$2,136,227 and authorize an Owner's Contingency in the amount of \$75,000
- 8.2 **Board Memo #05/2022-24:** Authorization for the President/CEO to execute Amendment No. 3 (Blue Parking Lot Reconstruction Project) to the Professional Service Agreement for the 2022 Annual Construction Management Service for the Airport Capital Improvement Plan at Reno-Tahoe International Airport, with Atkins North America, in the Amount of \$114,100, for a total of \$589,000
- 8.3 **Board Memo #05/2022-25:** Authorization for the President/CEO to purchase Extreme Networks, Inc. network switch hardware and associated peripherals from EYEP Solutions, Inc. in an amount not to exceed \$1,600,000 which hardware is exempt from competitive bidding pursuant to NRS 332.115

9. INFORMATION / POSSIBLE ACTION ITEMS

- 9.1 **Board Memo #05/2022-26:** Adoption of Reno-Tahoe Airport Authority Fiscal Year 2022-23 Liability and Property Insurance Program and Approval of Premiums in the Amount Not to Exceed \$1,269,054

Finance and Budget Director Alex Kovacs presented this item to the Board. After the presentation, the Board took the following action:

Motion: Approve the Fiscal Year 2022-23 Liability and Property Insurance Program and authorizes the President/CEO, or his designee, to bind the coverages and pay the FY 2022-23 premiums in the amount not to exceed \$1,269,054

Moved by: Richard Jay

Seconded by: Lisa Gianoli

Aye: Trustees Carey, Kramer, Rose, Jay, Chaplin, Cunningham, Gianoli, Sperber

Absent: Jessica Sferrazza

No: None

Vote: Motion passed

- 9.2 **Board Memo #05/2022-27:** Adoption of Resolution No. 556 Amending Resolution No. 551, Establishing the Airport Rates and Charges for Fiscal Year 2022-23 Pursuant to the Reno-Tahoe Airport Authority Budget for Fiscal Year 2022-23

This item was also presented by Mr. Kovacs. After the presentation, the Board took the following action:

Motion: Adopt Resolution No.556: amending Resolutions Number 480, 496, 497, and 551 establishing the Airport Rates and Charges for Fiscal Year 2022-23 pursuant to the RTAA Budget for FY 2022-23

Moved by: Lisa Gianoli

Seconded by: Jenifer Rose

Aye: Trustees Carey, Kramer, Rose, Jay, Chaplin, Cunningham, Gianoli, Sperber

Absent: Jessica Sferrazza

No: None

Vote: Motion passed

9.3 Public Hearing on adoption of the Reno-Tahoe Airport Authority's Fiscal Year 2022-23 Budget (July 1, 2022 through June 30, 2023)

Chair Carey opened the public hearing at 9:40. There being no public comments, the public hearing was closed at 9:40.

9.4 Board Memo #05/2022-28: Adoption of the Reno-Tahoe Airport Authority's Fiscal Year 2022-23 Budget (July 1, 2022 through June 30, 2023)

This item was also presented by Mr. Kovacs. After the presentation, the Board took the following action:

Motion: Adopt the budget of the Reno-Tahoe Airport Authority for Fiscal Year 2022-23

Moved by: Lisa Gianoli

Seconded by: Jennifer Cunningham

Aye: Trustees Carey, Kramer, Rose, Jay, Chaplin, Cunningham, Gianoli, Sperber

Absent: Jessica Sferrazza

No: None

Vote: Motion passed

9.5 Board Memo #05/2022-29: Authorization for the President/CEO to sign an Amendment to the Exclusive Option to Ground Lease and Develop Real Estate with RNO Conrac LLC for a new Consolidated Rental Car and Ground Transportation Center located at the Reno-Tahoe International Airport and use \$2,555,781 of customer facility charge fees for design, development and pricing

Properties Manager Brad Erger presented this item to the Board. After the presentation, the Board took the following action:

Motion: Authorize the President/CEO to sign an amendment to the Exclusive Option to Ground Lease and Develop Real Estate with RNO Conrac LLC for a new Consolidated Rental Car and Ground Transportation Center at the Reno-Tahoe International Airport and use \$2,555,781 of customer facility charges for design, development and pricing

Moved by: Adam Kramer

Seconded by: Jennifer Cunningham

Aye: Trustees Carey, Kramer, Rose, Jay, Chaplin, Cunningham, Gianoli, Sperber

Absent: Jessica Sferrazza

No: None

Vote: Motion passed

- 9.6 Board Memo #05/2022-30:** Authorization for the President/CEO to execute a one-year contract for the Reno-Tahoe Airport Authority employee workers' compensation insurance coverage for Fiscal Year 2022-2023, with AIG Aviation, in the amount of \$217,717

Chief People, Culture and Equity Officer Larry Harvey presented this item to the Board. After the presentation, the Board took the following action:

Motion: Authorize the President/CEO to execute a one-year contract for the Reno-Tahoe Airport Authority employee workers' compensation insurance coverage for Fiscal Year 2022-2023, with AIG Aviation, in the amount of \$217,717

Moved by: Lisa Gianoli

Seconded by: Richard Jay

Aye: Trustees Carey, Kramer, Rose, Jay, Chaplin, Cunningham, Gianoli, Sperber

Absent: Jessica Sferrazza

No: None

Vote: Motion passed

- 9.7 Board Memo #05/2022-31:** Authorization for the President/CEO to execute Amendment #1 to the Professional Services Agreement (PSA) for an Operational Impact Analysis for the Proposed Tolles Development Airway Commerce Facility (Home Gardens) at the Reno-Tahoe International Airport with Lean Engineering, in the amount of \$40,604.16, for a total PSA value of \$73,821.26

Airport Development Economic Manager Aurora Ritter and Engineering & Construction Manager Chris Cobb presented this item to the Board. After the presentation, the Board took the following action:

Motion: Authorize the President/CEO to execute Amendment #1 to the Professional Services Agreement (PSA) for an Operational Impact Analysis for the Proposed Tolles Development Airway Commerce Facility (Home Gardens) at the Reno-Tahoe International Airport with Lean Engineering, in the amount of \$40,604.16, for a total PSA value of \$73,821.26

Moved by: Art Sperber

Seconded by: Adam Kramer

Aye: Trustees Carey, Kramer, Rose, Jay, Chaplin, Cunningham, Gianoli, Sperber

Absent: Jessica Sferrazza

No: None

Vote: Motion passed

- 9.8 Board Memo #05/2022-32:** Authorization for the President/CEO to negotiate final terms and execute a one (1)-year Commercial Hangar and Ground Lease with a one (1)-year option to extend and execute a one (1)-year Special Events License with a one (1)-year option to extend with Reno Air Racing Association, Inc. located at the Reno-Stead Airport for a total combined minimum contract value of \$241,902

Property Specialist Adam Tenant presented this item to the Board. After the presentation, the Board took the following action:

Motion: Authorize the President/CEO to negotiate final terms and execute a special event license for the 2022 Pylon Racing Seminar with the Reno Air Racing Association at the Reno-Stead Airport

Moved by: Adam Kramer

Seconded by: Jennifer Cunningham

Aye: Trustees Carey, Kramer, Rose, Jay, Chaplin, Cunningham, Gianoli, Sperber

Absent: Jessica Sferrazza

No: None

Vote: Motion passed

10. BOARD MEMBER COMMENTS, QUESTIONS AND REQUESTS FOR AGENDA ITEMS

None.

11. UPCOMING RTAA MEETINGS

Date	Time	Meeting
06/07/2022	9:00 a.m.	Finance & Business Development Committee
06/07/2022	10:00 a.m.	Planning & Construction Committee
06/09/2022	9:00 a.m.	Board of Trustees
06/27/2002	5:30 p.m.	RTIA CEO Users' Working Group
07/07/2022	9:00 a.m.	Finance & Business Development Committee
07/07/2022	10:00 a.m.	Planning & Construction Committee
07/09/2022	9:00 a.m.	Board of Trustees

12. PUBLIC COMMENT

None.

13. ADJOURNMENT

The meeting was adjourned at 10:13 a.m.

President/CEO Report

To: All Board Members
From: Daren Griffin, President/CEO
Date: June 2022

COMMERCIAL BUSINESS

PROPERTIES AND AIRPORT ECONOMIC DEVELOPMENT

RNO Concessions and Terminal Tenants

COVID-19 Testing

WellHealth Management, LLC (WellHealth) ceased COVID-19 testing operations at RNO on Sunday, May 22, 2022. WellHealth operated under a month-to-month agreement with the RTAA since March of 2021 to provide testing services for the traveling public and airport staff. WellHealth's decision to end operations at RNO was due to the declining demand for testing resulting in an unsustainable level of operations.

Rental Car Companies

ConRAC/GTC

In May, the RTAA Board approved an item authorizing the President/CEO to amend the exclusive option to Develop Real Estate with Conrac Solutions. This amendment re-engages the ConRAC project on the new site as recommended by the comprehensive landside planning study and expands the scope of the project to include a ground transportation center (GTC). These additions to the project require additional funds for design and project scheduling and pricing, which is included in a budget augmentation of \$2,555,781. In April, RTAA staff submitted an FAA Section 163 determination letter, which is the first step in determining whether any FAA oversight of the project will be required, including any potential environmental processes. Staff supplied additional information as requested from the FAA district office and is anticipating an official determination response in August or September 2022.

Operations and Parking

RTAA staff negotiated with Enterprise Holdings for a land swap of a portion of one of their service facility lots which will enable the construction of a new public parking lot accessible from Aviation Way. RTAA Planning and Engineering staff are working with project engineers to develop schematic design drawings, with a target for Board consideration in September 2022. Staff is aiming to have construction completed and the lot open by the end of the year.

RNO Land Development

New Air Cargo Development RFP – RNO Southwest Quadrant

The two entities selected to advance are currently in Phase II, which is a 90-day due diligence period. The due diligence period will end June 6, 2022, and final development proposals incorporating due diligence findings are due June 9, 2022. Final proposals will be reviewed by the Selection Committee and the Selection Committee will determine which proposal(s) to move forward to a second interview. If the process moves

forward as anticipated in the RFP schedule, we will present a proposal for Board consideration in September 2022.

Tolles Development Company

Tolles Development Company (Tolles) and Staff continue to work through FAA processes including the air space analysis review. With Board approval, Staff has engaged Lean Engineering to perform an Operational Impact Analysis as well as an analysis of any potential runway localizer performance impacts for this project. We expect findings of these two items by the middle of July and any impacts identified can be mitigated through building design. Tolles continues to work through the FAA and City of Reno process concurrently. A street abandonment application was approved by the City of Reno Council at its May 5, 2022, meeting and Tolles has submitted for a grading permit.

RTS Land Development

Dermody Properties Phase I Development

While the FAA has signed the Environmental Assessment (EA) for the project, there are still a couple of administrative items to be completed by the FAA, including issuing the formal land release. The FAA advised on May 24, 2022, that the Federal Register Notice has been published which has triggered the start of the 30-day Federal Registrar period to secure the release. Due to this 30-day period, it is anticipated that the EA process will conclude by the end of July 2022. Construction of Moya Blvd is planned to begin after conclusion of EA and City of Reno permitting, followed by construction start of Building 1 and Building 2.

West Hangars, LLC

The FAA advised that the National Environmental Policy Act (NEPA) process for the proposed hangar development complex will be a Categorical Exclusion (CATEX). It is anticipated that the timeframe to complete the CATEX will be roughly 12 months. FAA has requested additional studies/information as part of the CATEX and Staff is working with West Hangars, LLC to obtain these items.

AIR SERVICE DEVELOPMENT

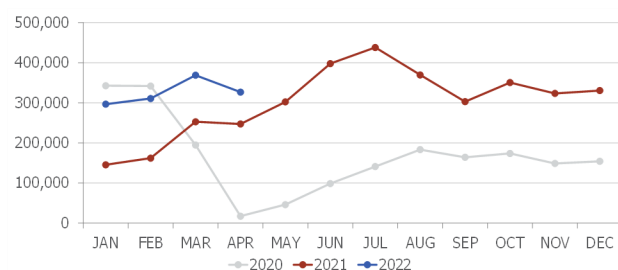
ACI JumpStart Air Service Conference

This year the Reno-Tahoe International is the host airport for the ACI JumpStart Air Service Development Conference. The event takes place from June 13 through June 15 at the Peppermill Resort Spa and Casino. The conference will bring approximately 400 attendees to our region, with approximately 25% of these being airline representatives from twenty-two airlines, both domestic and international. The conference starts with a full-day of educational sessions, followed by two days of airport-airline meetings. Andrew Watterson, Southwest Airline's Executive VP and Chief Revenue Officer, is the keynote speaker. His leadership group oversees the carrier's network planning, revenue management, pricing, marketing, sales, loyalty, customer experience, regional management, and customer relations. The Air Service Staff currently has nine official meetings scheduled with a variety of incumbent and potential new carriers.

Total April 2022 RNO Passengers

RNO served 326,787 passengers in April 2022, an increase of 32.2% versus the same period last year. In April 2022, RNO was served by 11 airlines to 28 non-stop destinations. The total seat capacity increased 5.3% and flights decreased 6.3% when compared to April 2021.

JSX offers non-stop flights from RNO to Las Vegas, Orange County and Burbank using a 30-seat Embraer 135/145 aircraft. JSX operates out of Stellar Aviation, a private Fixed Base Operator, located at 485 South Rock Blvd.

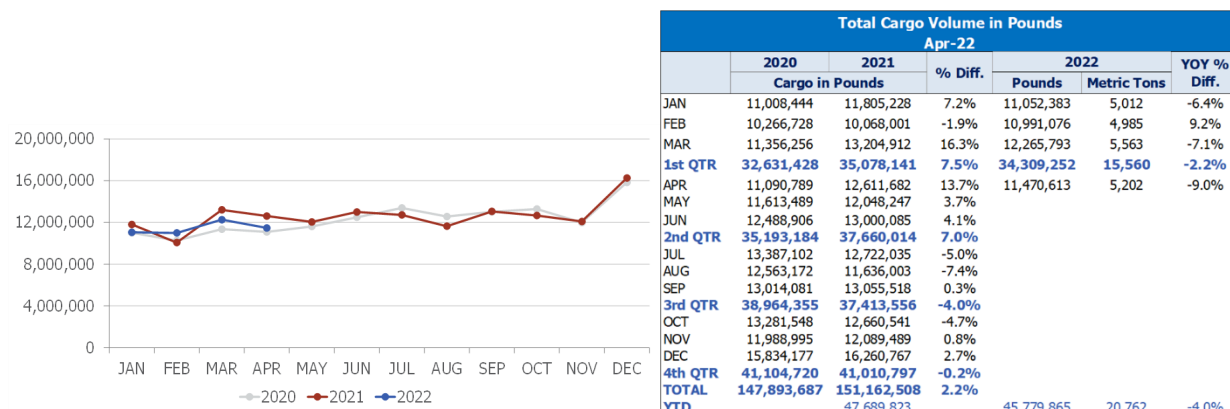


Total Passengers					
	Apr-22				
	Passengers		% Diff.	Passengers	YOY % Diff.
	2020	2021		2022	
JAN	342,796	145,421	-57.6%	296,641	104.0%
FEB	341,935	162,071	-52.6%	310,738	91.7%
MAR	194,796	252,828	29.8%	368,946	45.9%
1st QTR	879,527	560,320	-36.3%	976,325	74.2%
APR	17,265	247,220	1331.9%	326,787	32.2%
MAY	46,015	302,403	557.2%		
JUN	98,619	397,906	303.5%		
2nd QTR	161,899	947,529	485.3%		
JUL	140,986	438,168	210.8%		
AUG	183,343	369,686	101.6%		
SEP	164,103	302,929	84.6%		
3rd QTR	488,432	1,110,783	127.4%		
OCT	173,682	350,631	101.9%		
NOV	148,777	323,508	117.4%		
DEC	154,103	330,687	114.6%		
4th QTR	476,562	1,004,826	110.8%		
TOTAL	2,006,420	3,623,458	80.6%		
YTD		807,540		1,303,112	61.4%

June 2022 RNO Flight Schedule			
Destination	Airlines	Total Departures	Details
Austin	American	30	Daily
Bakersfield	aha!/ExpressJet	9	Twice weekly. Thu, Sun
Burbank	Southwest	30	Daily
Chicago-O'Hare	United	28	Daily. No flight on 1st and 2nd
Dallas-Love	Southwest	3	Flights on 11, 18, 25
Dallas/Fort Worth	American	94	Three daily. Four on Sun
Denver	Southwest	61	Twice daily
	United	117	Four daily
Eugene	aha!/ExpressJet	13	Three weekly. Mon, Wed, Fri
Fresno	aha!/ExpressJet	9	Twice weekly. Thu, Sun
Guadalajara	Volaris	19	Four weekly. Mon, Tue, Wed, Fri, + 23, 30
Houston-Intercontinental	United	21	Daily 1-5 and 23-30. Thu, Fri, Sat, Sun,
Las Vegas	Allegiant	17	Four weekly. Mon, Thu, Fri, Sun
	Frontier	12	Three weekly. Mon, Fri, Sat, and 2
	Southwest	205	Seven daily. Six daily on Sat
Long Beach	Southwest	56	Twice daily. Once on Sat
Los Angeles	Alaska	39	One to two daily
	Delta	90	Three daily
	JetBlue	17	Four weekly. Mon, Thu, Fri, Sun
	Southwest	33	Daily
	United	60	Twice daily
Medford	aha!/ExpressJet	9	Twice weekly. Thu, Sun
New York-JFK	JetBlue	26	Daily 9-30, + flight on 2, 3, 5, 6
Oakland	Southwest	53	Twice daily. Once on Sat and 1-3
Ontario	aha!/ExpressJet	13	Three weekly. Mon, Wed, Fri
Palm Springs	aha!/ExpressJet	8	Twice weekly. Mon, Fri
Pasco	aha!/ExpressJet	13	Three weekly. Mon, Wed, Fri
Phoenix	American	88	Three daily
	Southwest	82	Three daily
Portland	Alaska	75	Three daily 16-30. Twice daily 1-15
Redmond/Bend	aha!/ExpressJet	9	Twice weekly. Thu, Sun
Salt Lake City	Delta	104	Three to four daily
San Diego	Southwest	59	Twice daily
San Francisco	United	118	Four daily
San Jose	Southwest	30	Daily
Seattle	Alaska	90	Three daily
Spokane	aha!/ExpressJet	13	Three daily. Mon, Wed, Fri
Multiple airlines in a market			
5.25.2022			

Total April 2022 RNO Cargo Volume

RNO handled 11,470,613 pounds of air cargo in April 2022, a decrease of 9.0% when compared to April 2021.



OPERATIONS & PUBLIC SAFETY

Department	Event	April 2022	April 2021	April 2020
Joint Actions	Aircraft Alerts: ARFF, Ops, Police, Aircom	3	2	2
	Medicals: ARFF, Ops, Police, Aircom	24	20	7
Operations	Inspections	62	74	69
	Wildlife Incidents	7	2	2
Police	TSA Checkpoint Incidents	20		1
	Case Numbers Requested	16		27
Security	Alarm Responses	231	153	53
	Inspections: Vehicle, Delivery, Employee	966	1016	405
ARFF	Inspections: Fuelers/Facilities	2/4	1/7	0/1
Landside	Public Parking – Total Revenue	\$1,196,523.00	\$777,453.00	\$69,879.00
	Public Parking – Total Transactions	38,526	27,767	3,902
	Public Parking – Average \$ Per Transaction	\$31.06	\$28.00	\$17.91
	Shuttle & Bus Trips Through GT	7,797	5,128	424
	Transportation Network	10,272	6,286	959
	Company Trips			
	Taxi Trips Through GT	5,020	3,915	759

PLANNING & INFRASTRUCTURE

No items to report this month.

PEOPLE, CULTURE AND EQUITY

Time frame: 4.19.2022 through 5.26.2022

Open Positions	23
New Starts	5
Resignations/Terminations*	7
Promotions	0
<i>*Termination refers to an employee leaving under any circumstances, good or bad.</i>	

The Culture Club celebrated National High Five Day on April 21 and raised \$1,171 to be donated to the NV Humane Society, RTAA's 2022 designated charity. The High Five treats were hand delivered to all RTAA employees.

People Operations has started to facilitate a series of monthly discussions with the management team on organizational culture. The first session examined the question "why is culture important," and the second asked "what is organizational culture?" The objective is to inspire a new commitment on the part of managers to focus on and support culture on many different levels to increase employee engagement and commitment for the busy years ahead.

MARKETING & PUBLIC AFFAIRS

MARKETING

Marketing and PR staff are working with other airport teams on the proper signage during construction, as well as the final, permanent signage that will be in the new ticketing hall. We are supporting efforts for the 2022 JumpStart Air Service Conference through an advertisement and an update to a video already created by the RSCVA to be shown at the opening night of the conference. The new website is now in the design phase and launch is still on track for summer 2022. The marketing team worked with our website agency of record, KPS3, on a two-day photo shoot to capture new images and video around the airport for the new website. The team is preparing messaging and signage for the parking rate increase on July 1. The agency of record for advertising is being presented for approval at the June board meeting.

MEDIA AND PUBLIC OUTREACH

Staff worked with the RSCVA and City of Reno to provide a warm welcome to those arriving for the 2022 Conference of Mayors last week. Local band, Jelly Bread, entertained travelers on peak arrival days and local artist Jen Charbonneau sketched portraits of the Mayors on a large canvas before they departed for the Peppermill. RNO also promoted northern Nevada's countless local events by partnering with the Reno Rodeo, Burning Man, and Hot August Nights staff who roamed the terminal and distributed giveaways.

Board Memorandum

To: All Board Members

Memo #: 06/2022-34

From: Daren Griffin, President/CEO

Subject: Award of an extension to Scheidt & Bachmann USA for an amendment to extend the Maintenance Services Agreement for 12 months in the amount of \$194,398.95

STAFF RECOMMENDATION

Staff Recommends that the Board of Trustees authorize the President/CEO to extend the existing Maintenance Services agreement for the Parking Access and Revenue Control System (PARCS) at the Reno-Tahoe International Airport (RNO) with Scheidt and Bachmann USA (S&B), in the total amount of \$194,398.95 for a period of 12 months.

PURPOSE

This action will provide on-site maintenance services, emergency after hours maintenance services, scheduled preventative maintenance and software updates and patching for the PARCS system from S&B until the end of the 2023 fiscal year.

This action is in support of the Strategic Priority #5: Financial Diversification and Growth, as adopted in the RTAA Fiscal Year (FY) 2019-2023 Comprehensive Strategic Plan.

BACKGROUND

S&B completed the installation of the PARC system in June 2019 at a cost of approximately \$750,000. The installation of new equipment included one year of factory warranty and maintenance agreement. Upon the expiration of that first warranty period and service agreement, the Reno-Tahoe Airport Authority (RTAA) entered into an eighteen-month agreement in the amount of \$164,500. This eighteen-month agreement will expire June 30, 2022 and did not include warranty coverage for new parts or any after-hours support, additional service was limited to on-site support during business hours only. This proposed contract includes parts and service, 24/7 support as the system is now aging and we return to pre-pandemic passenger levels. The RTAA intends to enter into a traditional five-year warranty and maintenance agreement, similar to the agreements done in past years, next fiscal year. The PARC system is responsible for the collection of approximately \$13.0 million in annual revenue. The PARC system has been maintained by S&B technicians since the installation of the original equipment in 2006.

The PARC system is comprised of hardware and software used to monitor and control public parking revenue in the parking garage and long-term surface parking as well as to provide access

control for airport employee parking areas. This system includes equipment and software that supports (1) access at the parking entry plaza, (2) license plate recognition for fraud protection, (3) credit card processing, (3) pay on foot cash/credit pay stations, (5) exit plaza cashier facilities, and (6) system computer servers and related equipment.

Scheidt & Bachmann Proposed Maintenance Services

This maintenance agreement will provide for the following services:

- Dedicated On-site Factory Trained Technician
- 24 Hour a Day / Seven days a week/ 365 Day Emergency Coverage
- Four (4) Hour Maximum Response Time
- Additional Backup from the western region, if needed
- Four (4) instances of scheduled Preventative Maintenance
- Software Patches and Updates
- Parts used during corrective or preventative and replacement of parts due to normal wear and tear

This dedicated maintenance agreement is critical due to the potential loss-of-revenue exposure should the public parking system breakdown. On average, the RTAA receives approximately \$36,000 in revenue per day through the PARC system. With the nature of these systems being proprietary to S&B, it requires a highly specialized support team to continually upgrade, monitor and maintain the system software and provide training needed to maintain the associated hardware. Without this agreement, it could take up to one week to have a technician on-site to address any issues as the closest Scheidt & Bachmann technician would be dispatched from Sacramento. Furthermore, the RTAA would be responsible for all time and materials for any maintenance request.

From July 1, 2021, through April 30, 2022, there have been approximately 150 service-related calls.

DISCUSSION

Nevada Revised Statute 332.115.1(a) and (c) provide exemptions to competitive bidding requirements in that it allows local government entities to contract for “items that may only be contracted from a sole source” as well as for “additions to and repairs and maintenance of equipment which may be more efficiently added to, repaired or maintained by a certain person” without having to comply with the requirements of a competitive bid. Accordingly, staff is recommending this action be exempt from competitive bidding as permitted by Nevada Revised Statute 332.115.1(a) and (c)”.

Due to the critical and proprietary nature of these systems, the use of vendor-provided support from S&B is considered a requirement as an outside vendor providing such maintenance is not a viable option. Appropriate funding for the annual warranty and maintenance has been provided each year in the Operations and Maintenance (O&M) Budget.

FISCAL IMPACT

The PARCS Maintenance Agreement of \$194,398.95 was included in the proposed FY 2022-23 budget for Reno-Tahoe International Airport Landside Operations Contracted Services line-item.

COMMITTEE COORDINATION

Finance and Business Development Committee

RECOMMENDED MOTION

Staff recommends that the Board adopt the following motion:

“Move to authorize the President/CEO to extend the existing Maintenance Services agreement for the Parking Access and Revenue Control System (PARCS) at the Reno-Tahoe International Airport (RNO) with Scheidt and Bachmann USA (S&B), in the total amount of \$194,398.95 for a period of 12 months.””

Board Memorandum

To: All Board Members

Memo #: 06/2022-35

From: Daren Griffin, President/CEO

Subject: Authorization for the President/CEO to sign a three-year Work/Financial Plan with the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services in the amount not to exceed of \$180,000, starting July 1, 2022, through June 30, 2025

STAFF RECOMMENDATION

Staff recommends that the Board authorize the President/CEO to sign a three-year Work/Financial Plan with the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service Wildlife Services (APHIS-WS) in the amount not to exceed of \$180,000, starting July 1, 2022, through June 30, 2025.

PURPOSE

This action will provide professional wildlife services to the Reno-Tahoe International Airport (RNO) as required by the Federal Aviation Administration (FAA). The overall objective of AHPIS-WS at RNO is to conduct routine wildlife damage management activities, reduce and minimize wildlife hazards to commercial, private, and military aircraft. APHIS-WS will also on a continuous basis, assess bird and mammal activities in relation to aircraft safety on and around RNO property.

This action is in support of the Reno-Tahoe Airport Authority (RTAA) Strategic Priority #4 – Maintain high levels of safety and security for everyone who utilizes our airports as identified in the RTAA FY 2019-2023 Comprehensive Strategic Plan.

BACKGROUND

A Wildlife Hazard Management Plan (WHMP) is required by the FAA, as outlined in Federal airport certification regulation Title 14, Code of Federal Regulations (CFR), Part 139.14 CFR Part 139.337 (Wildlife Hazard Management). Specifically, this plan outlines the measures that will be taken at RNO to reduce hazards to aviation safety caused by wildlife. APHIS-WS plays in integral part by conducting Wildlife Hazard Assessments (WHA) which is a comprehensive study that assists and supports in the creation and updating of the FAA required WHMP.

RNO has utilized the services of the APHIS-WS since 1989. In that time, they have completed two WHA's, in 2007 and 2018. These studies, done by a qualified Wildlife Biologist, take an

entire year to complete. Using this information, the USDA-WS personnel conduct continuous year-round mitigation strategies to fulfill all duties as outlined below.

In 2020, the RTAA signed a five-year Cooperative Service Agreement with the USDA AHPIS-WS. The Work/Financial Plan is the annual plan which defines the objectives, plan of action, and budget for the services provided under the Cooperative Service Agreement. For years one and two of the Cooperative Services agreement, separate Work/Financial Plans totaling \$49,500 each year were signed. This action will authorize the cost of the Work/Financial Plan to run concurrently through the end of the Cooperative Service Agreement which expires on June 30, 2025.

DISCUSSION

The number one goal of APHIS-WS is to conduct wildlife hazard management activities to address human health and safety concerns caused by wildlife strikes to aircraft operating into and from the Reno-Tahoe International Airport. This is done using the following means:

- Provide direct control over operations for wildlife management, including
 - Identification and management of food and prey, such as rodents, rabbits, insects, game birds and migratory birds.
 - Act as wildlife patrol on RTAA property with authorization to eliminate and remove wildlife considered a threat to aircraft operations or considered prey that could attract larger wildlife.
 - Trap and release protected wildlife, such as raptors (hawks, eagles)
 - Assess wildlife habitats in and around RNO and advising on potential habitat modifications.
- Provide technical assistance to RNO as needed to assist in controlling wildlife hazards to aviation
- Provide a qualified Airport Wildlife Biologist to give the FAA required training to the RTAA Airport Operations Department, who are directly involved in wildlife hazard mitigation. This training is required by the FAA to take place every twelve months.
- Assist RNO in obtaining necessary federal and state permits to control migratory birds and other hazardous wildlife,
- Lead and assist RNO Airport Operations with strike reporting and identification of animal remains.

Nevada Revised Statute 332.115.1(a) and (c) provide exemptions to competitive bidding requirements in that it allows local government entities to contract for “items that may only be contracted from a sole source”. Currently, USDA APHIS-WS is the only provider of this service in the northern Nevada region.

FISCAL IMPACT

The USDA APHIS-WS Work/Financial Plan of \$180,000 will be funded from the RTAA’s Airside Contracted Services budget. The total annual cost for the extension of the agreement through FY 2025 is as follows:

FY 2023 - \$55,000 for the entire fiscal year. The FY 2023 budget will include the proposed contractual amount for the fiscal year.

FY 2024 - \$60,000 for the entire fiscal year. The FY 2024 budget will include the proposed contractual amount for the fiscal year.

FY 2025 - \$65,000 for the entire fiscal year. The FY 2025 budget will include the proposed contractual amount for the fiscal year.

COMMITTEE COORDINATION

None.

RECOMMENDED MOTION

Staff recommends that the Board adopt the following motion:

“It is hereby moved that the Board authorize the President/CEO to sign a three-year Work/Financial Plan with the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service Wildlife Services (APHIS-WS) in the amount not to exceed of \$180,000, starting July 1, 2022, through June 30, 2025.”

Board Memorandum

To: All Board Members **Memo #:** 06/2022-42
From: Daren Griffin, President/CEO
Subject: Authorization for the President/CEO to execute a three -year collective bargaining agreement between the Reno-Tahoe Airport Authority and the Airport Authority Police Officers' Protective Association for July 1, 2022 through June 30, 2025

STAFF RECOMMENDATION

Staff recommends that the Board authorize the President/CEO to execute a three-year Collective Bargaining Agreement (Agreement) between the Reno-Tahoe Airport Authority (RTAA) and the Airport Authority Police Officers' Protective Association (AAPOPA) effective July 1, 2022 through June 30, 2025.

PURPOSE

The purpose of this action is to authorize the President/CEO to enter into the Collective Bargaining Agreement (Agreement) between the RTAA and the Airport Authority Police Officers' Protective Association (AAPOPA). This action is in support of the Reno-Tahoe Airport Authority (RTAA) Strategic Priority #7: People, as adopted in the Fiscal Year 2019-2023 Comprehensive Strategic Plan.

BACKGROUND

The AAPOPA bargaining unit represents the 18 member Airport Police Officer team at the Reno-Tahoe International Airport. The proposed Agreement will cover working conditions for these employees.

The proposed Agreement will cover the period of July 1, 2022 through June 30, 2025.

DISCUSSION

Bargaining for a successor Agreement began in March 2022. The RTAA and the AAPOPA held a total of seven bargaining sessions. The parties were able to reach final tentative agreement on June 1, 2022. The AAPOPA presented the tentative agreement to its members on June ??, 2022 for a ratification vote and it was ratified/accepted.

The new Agreement includes all of the language of the previous Agreement with the exception of the following significant changes:

- Effective July 1, 2022, the salary schedule will be increased by 6.5%, with all officers receiving a corresponding increase on this date. The salary schedule and officer pay will also increase 4% on July 1, 2023, and 3.5% on July 1, 2024;
- Effective July 1, 2022, two additional salary steps will be added to the top of the current salary schedule;
- Incentive pay will be added for Associate and Bachelor degrees as well as Intermediate and Advanced Nevada POST certifications;
- Language incorporating bump back rights for officers promoted to Sergeant will be added;
- Disciplinary actions will now expire based on the type of discipline issued;
- Officers will additionally be eligible to take bereavement leave for any person living in their home for sixty days or more;
- Accrued sick leave will be eligible to be paid out upon separation based on length of service;
- Language will be added to update the new health insurance options and additional members of the insurance committee;
- A twenty-four shift will be added as a scheduling option should the Chief of Police elect to do so;
- Juneteenth will be incorporated as a paid holiday and holiday pay will be clarified to allow for various types of scheduled shifts;
- Officers will be permitted to utilize the gym while on duty under specific circumstances as determined by the Chief of Police;
- New language will be added to address the impacts to officers if the department is consolidated with any other law enforcement agency;
- Vacation accrual rates will be increased slightly and will be available to new hires immediately upon accrual;
- Up to four Police Training Officers and the Investigator will be eligible for a specialty pay for all hours worked;
- Canine officers will be eligible for the same amount of specialty pay as other specialty positions;
- Compensatory time accrual maximum will be increased to 120 hours;
- Standby duty pay will be created to ensure officers are available to return to work if needed and call back pay will be increased if they are called back to work when not on standby;
- Canine officers' standby pay will be increased to the same amount as others placed on standby duty;
- Eligible hours for shift differential will be decreased and just one rate of pay will be established;
- Upon ratification and approval of the Agreement, employees will receive a ratification payment;

A copy of the draft Agreement between the RTAA and the Airport Authority Police Officers' Protective Association is attached to this memorandum. Language that has been deleted is shown in red strikeout and language that has been added is shown in yellow highlight.

FISCAL IMPACT

- Increasing officer salaries effective July 1, 2022 and adding two new steps will cost approximately \$113,070 (includes PERS costs);
- Adding incentive pay for degrees and POST certifications will cost \$34,870 based on currently held degrees and certifications;

- The change to bereavement leave is estimated to have no cost impact as officers use already accrued sick leave;
- Adding pay out of accrued sick leave upon separation is estimated to cost \$14,460 using an assumption that four current eligible officers separate employment this next fiscal year;
- Incorporating the Juneteenth holiday will have no additional impact as monies were already included in the budget for this holiday pay;
- Increasing vacation accrual rates will have no immediate cost impact as vacation pay is part of annual base salary and calculating the impact of paying out vacation at separation based on possibly increased accrual amounts cannot be determined due to the complexity of required assumptions;
- Officers' ability to use vacation upon hire is not estimated to have any fiscal impact as officers are currently credited with their full vacation accrual balance 6 months after their hire date;
- Paying up to four Police Training Officers and the Investigator specialty pay for all hours worked is estimated to cost \$32,580 (includes PERS costs);
- Changing Canine Officer specialty pay from 3.75% to 8% is estimated to cost \$13,570;
- Increasing compensatory time accrual maximum will have no cost impact;
- Creating standby duty pay is estimated to cost \$4,210 using an assumption that officers might be placed on standby for up to 100 hours each during the year (includes PERS costs);
- Increasing Canine officer standby pay is estimated to cost \$4,130 (includes PERS costs);
- Creating non-standby call back is estimated to cost \$3,510 using an assumption that officers might have 10 hours of non-standby call back each during the year;
- The change to shift differential is estimated to save \$5,990;
- The \$6,000 payment to officers upon ratification and approval of the Agreement will cost \$102,000 (will be paid in FY 2021-22);

The total estimated cost increase for FY 2022-23 is \$214,410. All other unchanged monetary provisions of the Agreement were already included in the approved FY 2022-23 budget. As the FY 2022-23 budget currently includes an increase of \$149,185 for officer merit increases, the net impact to the FY 2022-23 budget is an estimated overall increase of \$65,225. This increase in the budget will be reflected in the mid-year budget forecast and may require a budget augmentation.

COMMITTEE COORDINATION

None.

RECOMMENDED MOTION

Staff recommends that the Board adopt the following motion:

“It is hereby moved that the Board authorizes the President/CEO to execute a three-year Collective Bargaining Agreement between the Reno-Tahoe Airport Authority and the Airport Authority Police Officers' Protective Association effective July 1, 2022 through June 30, 2025.”

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

Fiscal Year ~~s 2021—2022~~ 2022-2023, 2023-2024,
and 2024-2025

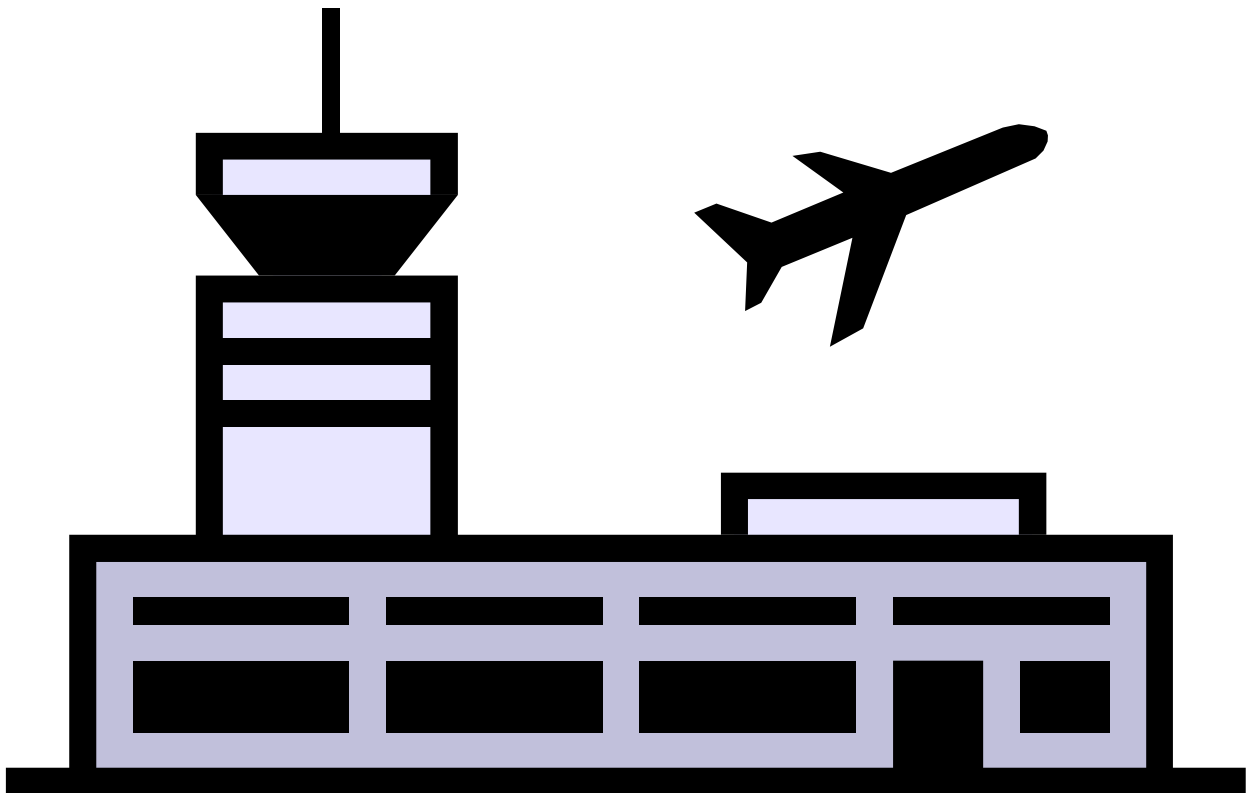


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AGREEMENT

This AGREEMENT is by and between the RENO-TAHOE ~~RTAA AIRPORT AUTHORITY~~, hereinafter called the "~~RTAA AIRPORT AUTHORITY~~," and ~~RTAA AIRPORT AUTHORITY~~ POLICE OFFICERS' PROTECTIVE ASSOCIATION, hereinafter called the "AAPOPA." The ~~RTAA 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 RTAA AIRPORT AUTHORITY Police Officer.

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

Benefits: As defined in this Agreement shall mean: unemployment contribution, Workers' Compensation insurance, annual (vacation) leave, sick leave, Public Employees Retirement System contribution, holidays, health insurance, vision insurance, dental insurance, tuition reimbursement, Life Insurance, Accidental 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 their his/her Supervisor (or appropriate authority) and for which the Supervisor grants permission to the officer to be absent.

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

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

Operational Necessity: A modification to the approved shift schedule by the Police Chief or their 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 their his/her designee.

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

President/CEO: The Chief Executive Officer of the RTAA AIRPORT AUTHORITY. As used herein, includes any Department Director or Chief Officer 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 their 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 their ~~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 RTAA 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 "RTAA 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 RTAA 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.

WHEREAS, RTAA encourages promoting AAPOPA officers into the rank of police sergeant or higher. However, all promotions are at the sole discretion of RTAA. RTAA's encouragement of promoting from within this bargaining group does not alter management rights under Article 4, nor does it make promotions or hiring a mandatory subject of negotiation.

ARTICLE 3 – RECOGNITION

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

ARTICLE 4 - MANAGEMENT RIGHTS

- A. Pursuant to NRS 288.150, the RTAA 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.~~
 56. 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.
 67. Maintain the efficiency of its governmental operations.
 78. 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 RTAA AIRPORT AUTHORITY shall remain the functions of the RTAA 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 RTAA 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 RTAA 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 RTAA 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 RTAA ~~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 RTAA 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 RTAA 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 RTAA AIRPORT AUTHORITY thirty (30) calendar days written notice prior to any change of dues.
- B. The RTAA AIRPORT AUTHORITY will abide by the AAPOPA Bylaws regarding enrollment and withdrawal periods for dues deductions.
- C. The AAPOPA shall indemnify and hold the RTAA 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 RTAA 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 RTAA 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 their ~~his/her~~ Supervisor when it is necessary to attend to AAPOPA activities. AAPOPA Officers may only use AAPOPA business leave during regularly scheduled work hours and will not receive compensation when performing any AAPOPA related business outside of regularly scheduled work hours nor will this time count against the yearly AAPOPA Officers leave bank. The AAPOPA will notify the RTAA AIRPORT AUTHORITY, in writing, of current AAPOPA Officers within thirty (30) days after elections or as changes occur.
- B. The RTAA AIRPORT AUTHORITY agrees to allow AAPOPA meetings to be held on RTAA AIRPORT AUTHORITY property with prior approval from the Chief of Police or designee. Meetings shall not exceed one and one half (1.5) hour's duration. Officers shall not receive any compensation for meetings held beyond their regularly scheduled work hours. Based on operational needs, officers may be called out of these meetings to perform duties as assigned.
- C. In no instance shall release time of AAPOPA members for officer representation result in payment of overtime by the RTAA AIRPORT AUTHORITY.
- D. From time to time RTAA AIRPORT AUTHORITY management may request a meeting with the duly elected Officers of the AAPOPA. There shall be no loss of pay for any AAPOPA Officers involved in these meetings, this meeting time shall not be deducted from the allowance stated in Section A, above, and shall be mutually agreed upon.
- E. Officers who are parties of interest and/or witnesses in matters relating to officer grievance hearings or meetings, officer disciplinary meetings, and officer termination meetings may be required to attend meetings with RTAA AIRPORT AUTHORITY management. Officers will be compensated for any time spent in these meetings.
- F. Four (4) officers designated by the AAPOPA shall be allowed to attend all collective bargaining sessions with pay.
- G. The AAPOPA will be allowed a bulletin board and a file cabinet to be located in a common area of the Police department. These items may be used to store, post and view related news and issues; however, no materials may be posted which are obscene, defamatory, or impair the operation of the department.
- H. Pursuant to Section 1 of SB 241 as signed by the Governor on 6/1/15, the parties have bargained over the paid time described above. During the negotiations for this collective bargaining agreement, the AAPOPA made concessions, the value of which offsets the paid time described above for the period as defined in Article 39 – Duration.

ARTICLE 9 - ~~POSITION OPENINGS AND EXAMINATIONS~~ CONSOLIDATION

~~THIS ARTICLE ELIMINATED FROM AGREEMENT, EFFECTIVE JULY 1, 2017~~

The RTAA agrees to negotiate, including binding arbitration, with AAPOPA over the impact and effect on represented employees on any decision to consolidate, contract, subcontract, etc. with any law enforcement department/agency to the extent it implicates any mandatory subjects of bargaining under NRS 288.150(2).

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~~ Police Training Officer program.

The initial twelve (12) month probationary period will not be extended. An employee not recommended for continued employment during their ~~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.

Demotions. If an RTAA Police Sergeant elects to demote/is involuntarily demoted from Sergeant back to their former RTAA Police Officer position, the following provisions will apply. Sergeants hired from outside the RTAA, will not be eligible for these “bump back” rights.

1. The RTAA Police Officer personnel complement will be maintained in an over-complement status until a new Sergeant is promoted into the vacated Sergeant position from within the RTAA Police Officer ranks.
2. The officer returning to their former RTAA Police Officer position will be credited with all RTAA service time accumulated in both their RTAA Police Officer and Sergeant positions for purposes where seniority is a factor, e.g., shift bidding, layoff, etc.
3. Upon demotion, the officer’s pay will be reduced to their previous RTAA Police Officer rate of pay prior to their promotion, plus any increases they would have been entitled to absent the promotion.

ARTICLE 11 - OUT OF CLASS ASSIGNMENT

- A. The parties recognize the ~~RTAA AIRPORT AUTHORITY~~'s right to assign and direct its officers. However, the ~~RTAA 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 ~~their his/her~~ position, the officer may request to have ~~their 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 ~~their his/her~~ regular classification continues and ~~their his/her~~ anniversary and salary review dates are determined by ~~their his/her~~ regular classification.

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

ARTICLE 12 - REDUCTION IN FORCE/LAYOFF

- A. All layoffs will be carried out in strict compliance with applicable laws and regulations.
- B. Whenever it is necessary for the ~~RTAA AIRPORT AUTHORITY~~ to reduce the number of positions under the jurisdiction of this Agreement due to lack of work or lack of funds pursuant to NRS 288.150, probationary employees in that position shall be laid off first and regular full-time officers in that position shall be laid off last. Regular full-time officers shall be laid off in inverse order of their length of service in a budgeted officer position.
- C. **Bumping Rights.** Should the RTAA reduce in force/layoff a Police Sergeant, the Sergeant with the least seniority in the Sergeant position, will be returned to their former RTAA Police Officer position. If the Sergeant with the least seniority was not promoted from an RTAA Police Officer position, but rather hired from outside the RTAA, they will not be eligible for these return "bump back" rights.
1. The Police Sergeant bumping back to a Police Officer position will be credited with all RTAA service time accumulated in both their Police Officer and their Sergeant positions for purposes where seniority is a factor, e.g., shift bidding, layoff, etc.
 2. Upon return to their former Police Officer position, their officer rate of pay will be a 5% reduction of their Sergeant pay and the 10% on-call differential pay will be discontinued. Should this reduced pay be greater than the maximum of the Police Officer salary schedule, that employee's rate of pay will be frozen (including not being eligible for lump sum over max payments) until such time as the Police Officer salary schedule increases to that employee's pay rate. That employee will then be eligible for any applicable increase or lump sum over max payment from that point forward.
 3. It may then be necessary to reduce in force/layoff a Police Officer in accordance with the provisions of this Article.
- ~~D.~~ Prior to implementation of any layoffs, the ~~RTAA 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.
- ~~E.~~ For each position, the ~~People Operations~~ ~~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.

FE. The RTAA ~~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 RTAA ~~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 RTAA ~~AIRPORT AUTHORITY~~ gives notice to the affected employees.

GF. The RTAA ~~AIRPORT AUTHORITY~~ shall give officers affected ninety (90) days prior written notice of layoff.

HG. The RTAA ~~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.

IH. 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 their ~~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.~~

56. All eligible education reimbursement for those officers currently enrolled in an approved education reimbursement class.

67. Any officer separated from service by reduction in force/layoff shall be responsible for all applicable taxes associated with payments referenced in this paragraph, sections 2 through 6.

ARTICLE 13 - GRIEVANCE PROCEDURE

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

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

- B. **Definition of Discipline:** Discipline has the meaning ascribed to it as set forth in Article 14 of this Agreement.
- C. **Time Limit for Filing a Formal Grievance.** For the purpose of this Article, a "day" is defined as any calendar day except Saturdays, Sundays or holidays. Grievances shall be filed within ten (10) days of the date the grievant knew, or reasonably should have known, of the event giving rise to the grievance.

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

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

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

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

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

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

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

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

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

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

All grievances shall be resolved exclusively in the following manner:

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

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

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

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

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

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

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

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

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

officer pursuing ~~their~~ ~~his/her~~ own grievance) shall present the grievance, in writing, to the ~~RTAA AIRPORT AUTHORITY~~ President/CEO, through the ~~Chief People, Equity, and Culture Officer~~ ~~Director of Human Resources~~.

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

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

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

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

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

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

If there is no request to arbitrate the issue the grievance shall be deemed withdrawn. The AAPOPA and ~~RTAA 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 their ~~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 RTAA 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 RTAA AIRPORT AUTHORITY, the AAPOPA, and the officer(s) involved.

The fees and expenses of the arbitrator shall be shared equally by the RTAA 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 RTAA AIRPORT AUTHORITY with one copy given to each party and the arbitrator. Any other party desiring a copy will pay for the copy.

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

ARTICLE 14 - COUNSELING AND DISCIPLINE

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

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

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

Any matters for which the Nevada Equal Rights Commission has jurisdiction or where sexual harassment is involved will be handled by the Chief People, Equity,

and Culture Officer ~~Director of Human Resources~~ under a separate set of procedures outlined under RTAA AIRPORT AUTHORITY policies and procedures. However, serious police conduct complaints will not be held but may run concurrent with any such investigations.

Discipline includes the following:

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

Reprimands/Suspension documentation will expire as indicated below, provided no successive discipline is issued that is the same or similar to the original reprimand or suspension. The reprimand or suspension will be removed from an officer's personnel file upon expiration of the timeline outlined below that runs from the date of issuance of the reprimand or suspension. If successive discipline is issued, the original reprimand or suspension will remain in the officer's personnel file until the successive discipline expires.

- Verbal Reprimands: 12 months
- Written Reprimands: 18 months
- Suspension without Pay: 5 years

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

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

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

2. Upon written request of the officer to the ~~RTAA AIRPORT AUTHORITY~~ Chief People, Equity, and Culture Officer ~~Director of Human Resources~~ or designee, the officer shall have the right to review and copy items in their ~~his/her~~ personnel file. The officer may provide rebuttal comments to be attached to original documents where the officer believes it is appropriate. Such rebuttals must be restricted to the document in question. Officers shall be entitled to all the provisions of NRS 289, Rights of a Peace Officer, regarding discipline and the right to submit documentation based on those provisions.

ARTICLE 15 - INVOLUNTARY TERMINATION

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

B. PROCEDURES FOR DISCHARGE

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

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

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

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

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

ARTICLE 16 - SAFETY

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

ARTICLE 17 - SPECIAL ASSIGNMENTS

- A. Defined: Special assignments are designations outside normal patrol functions that assist the RTAA AIRPORT AUTHORITY Police department and save the department time and money by having an officer on site perform the task instead of outsourcing. These tasks require the officer to be removed from patrol ~~duties in order~~ to perform the tasks and require specialized training. The specialized training will typically require an officer to attend a training class or be certified to perform the duties of that designation. The designation may also require the officer to be re-certified after a specified timeframe to maintain that special assignment designation. Any expenses incurred related to this training or certification will be paid by the RTAA AIRPORT AUTHORITY.
- B. The RTAA 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 their ~~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~~ two special assignment pays special assignment pay at any one time for the same hours.

The following are considered special assignments:

1. ~~Field~~ Police Training Officer (FPTO) – responsible for the training and oversight of all ~~new hire~~ probationary officers or remedial training of existing officers as directed by the Chief of Police or ~~his~~ their designee.

Up to four (4) officers certified and assigned as a PTO 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.

Additional officers certified and assigned as an ~~F~~PTO outside of the 4 “all hours worked” officers will be paid an additional eight percent (8%) of the officer's hourly base rate of pay for time spent ~~actually~~ engaged in FP 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, to include time spent in lesson preparation.

3. NCIC/Administrative TAC Officer – responsible for ~~usage~~ administration of the system, training, and oversight of the National Crime Computers. Additionally

~~responsible for assisting Police Management with administrative duties such as GALEA and/or GAPERS.~~ In the event the individual officer performing this special assignment is not available (on sick, vacation, etc.), the ATAC will assume the duties of the TAC.

Officers certified and assigned as the NCIC/Administrative TAC 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~~ 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.

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

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

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

Officers assigned as a Canine Handler will be paid an additional eight percent (8%) of the officer's hourly base rate of pay for all hours worked. Paid time not worked, such as vacation, sick, non-worked holidays, funeral and standby will not be eligible for the additional 8% premium pay.

An officer assigned as a Canine Handler will record one half (.50) hours of paid time on their ~~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 periods as determined by the Chief of Police or their designee. For each hour of assigned

standby, Canine Handlers will be compensated 5% of their base rate of pay. Canine Handlers are not eligible to receive standby pay during any hours worked due to call back ~~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 RTAA ~~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.

- C. Should the Chief of Police or their designee elect to create additional special assignments (e.g. rapid response/SWAT), the RTAA agrees to meet with AAPOPA and negotiate any required mandatory subjects of bargaining per NRS 288.

ARTICLE 18 - UNIFORMS

- A. The RTAA AIRPORT AUTHORITY will provide uniforms and approved duty accessories to officers; to include a minimum of ten (10) short or long sleeved shirts (or combination thereof) ~~(5) short sleeved shirts, five (5) long sleeved shirts~~ and five (5) pants. The police department maintains a uniform manual which all officers must adhere to and may be amended by the Chief of Police or his designee.
- B. All costs for equipment replacement due to normal wear and tear, uniform maintenance, dry cleaning, alterations and/or repair shall be assumed by the RTAA AIRPORT AUTHORITY in lieu of uniform allowance. Any damage or replacement of equipment determined to be due to negligence or misuse shall be at the officer's expense.
- The RTAA AIRPORT AUTHORITY shall contract with a cleaning service to perform cleaning and maintenance.
- C. The RTAA 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 RTAA 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 RTAA AIRPORT AUTHORITY shall provide officers with required duty gear, necessary protective equipment, as well as protective vests. These vests are mandatory safety equipment and will be worn at all times while on duty.

ARTICLE 19 - LEAVES OF ABSENCE

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

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

B. LEAVES OF ABSENCE WITH PAY

1. **Military Leave.** This section applies to an officer who is an active member of the Nevada National Guard or any reserve component of the United States Armed Forces and presents military orders to serve on active duty. Any officer who is an active member of the Nevada National Guard, or any reserve component of the United States Armed Forces, shall be relieved from duties upon presentation of orders from ~~their~~ ~~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 ~~RTAA~~ ~~AIRPORT AUTHORITY~~ shall not deduct such time from the officer's accrued vacation (as prescribed in the NRS).
2. **Sick Leave.** Full-time officers shall earn 4.6 hours sick leave per pay period.
 - a. Sick leave shall be granted when the officer is incapacitated due to illness, injury, pregnancy, childbirth or adoption. Sick leave shall also be granted when the officer is quarantined, receiving required medical or dental services or examinations, or upon need to provide care due to injury or illness of an officer's spouse, siblings, children/step children, parents, stepparents, father-in-law, mother-in-law, grandparents, other legal dependents, or any person living in the officer's home for sixty (60) days or more ~~(however, leave for elective procedures requires prior approval from an officer's supervisor)~~. A doctor's statement may be required if circumstances so justify.
 - b. An officer may request vacation leave to care for any family member not identified in a, above. This time off will be considered by the officer's Supervisor on a case-by-case basis.
 - c. Sick leave shall be charged on the basis of actual time used to the nearest quarter hour. Holidays occurring during sick leave periods shall not be counted as sick leave time. Sick leave must be approved by an officer's Supervisor prior to payment of any accrued sick time.

d. In no case will sick leave be granted in lieu of vacation time. If an officer is absent from work in excess of three (3) consecutive days for any of the reasons listed above, the RTAA ~~AIRPORT AUTHORITY~~ will consider such absence a medical leave of absence and may require the officer to provide a doctor's statement of their-~~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 RTAA ~~AIRPORT AUTHORITY~~.

e. **Sick Payout at Separation.** Effective July 1, 2022, an officer who terminates employment with the RTAA will be paid for all accrued sick leave on the books at the time of separation based on the following:

<u>Years of Continuous RTAA Service</u>	<u>Sick Leave Payout Rate of Pay</u>
<u>Less than 5 years</u>	<u>0¢ on the dollar</u>
<u>5 years but less than 10 years</u>	<u>12.5¢ on the dollar</u>
<u>10 years but less than 20 years</u>	<u>25¢ on the dollar</u>
<u>20 years or more</u>	<u>50¢ on the dollar</u>

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, or any person living in the officer's home for sixty (60) days or more. Under special circumstances, 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 their-~~his/her~~ Supervisor promptly and shall work as much of their-~~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, ~~they~~~~he/she~~ shall report back to ~~their~~~~his/her~~ division to resume work for the remainder of ~~their~~~~his/her~~ shift.

C. LEAVES OF ABSENCE WITHOUT PAY

1. Leaves of absence without pay are available to accommodate the compelling medical/disability or personal needs of officers when other forms of allowable absence are not available. The impact of such leaves of absence on the department shall be a major consideration in the approval process.
2. Unpaid leaves of absences will not be granted until all appropriate paid leave is exhausted.
3. Leaves of absence of up to five (5) days may be granted by the Chief of Police or their designee.
4. ~~The following~~ Leaves of absence without pay in excess of five (5) days and up to a total of 180 days per incident may be granted by the ~~AIRPORT AUTHORITY President/CEO~~ Chief Operations & Public Safety Officer or their designee 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.
 - a. ~~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.~~
 - b. ~~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.~~
5. Failure or inability to report for resumption of job duties at the expiration of the medical or 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 RTAA ~~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 People Operations ~~Human Resources~~ department to determine the procedure for continuation of medical insurance while they ~~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 RTAA ~~AIRPORT AUTHORITY~~ of their ~~his/her~~ intention to return to employment, an officer shall be reinstated to their ~~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 People Operations ~~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 their ~~his/her~~ Supervisor/~~Manager~~ or the People Operations ~~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 Chief of Police/Chief Operations & Public Safety Officer. The officer's Supervisor/Manager will review the request and forward it to their his/her Manager with his/her recommendation/comments:~~
 - a. The ~~Supervisor~~ Chief of Police (leaves up to 5 days) or the Chief Operations & Public Safety Officer (leaves over 5 days) or their designees ~~Manager~~ will review and act upon a request for leave of absence without pay in consideration of the following factors:
 - (1) The purpose for which the leave is requested;
 - (2) The length of time the officer will be away; and
 - (3) The effect the leave will have on the ability of the department to carry out its responsibilities.

ARTICLE 20 - EDUCATION AND DEVELOPMENT

- A. Upon completion of the 12 month probationary period, full-time officers are eligible for reimbursement for educational courses that are related to the required skills or education for the officer's current position or to a logical career path with the AIRPORT AUTHORITY.
- B. The officer must submit application for approval for tuition reimbursement through their his/her supervisor to the Chief of Police or the Chief's designee his/her supervisor to the Chief People, Culture and Equity Officer ~~Director of Human Resources~~ prior to the start of the educational course. Final approval for tuition reimbursement will be made by the Chief People, Culture and Equity Officer ~~Director of Human Resources~~; any denials will be for articulable, written reasons. Requests will be denied if the RTAA AIRPORT AUTHORITY determines that the educational course does not meet the requirements of section A, above, or if the RTAA AIRPORT AUTHORITY's fiscal year Tuition Reimbursement budget limit has already been reached based on requests previously submitted and approved.
- C. Full-time officers will be reimbursed for no more than \$1,500.00 per fiscal year for those courses begun in that fiscal year. There will be no reimbursement if the cost is assumed by any other institution, scholarship or grant-in-aid.
- D. Reimbursable expenses shall include tuition, course fees, books and consumable materials. While courses shall normally be taken on the officer's own time, exceptions may be granted by the Chief of Police or the Chief's designee his/her Manager, in which case hours from work must be deducted from earned vacation or be recorded as an unpaid excused absence.
- E. Reimbursement will be made upon presentation of receipts for covered costs and grade notices substantiating a grade of C or better, PASS in a pass/fail course or certificate of completion.
- F. **Education & POST Incentive.** Effective July 1, 2022, educational/POST incentives shall be paid as follows:
1. Any officer who has earned a Nevada Intermediate POST certificate will receive an additional payment in the amount of 1% of their base pay, payable biweekly.
 2. Any officer who has obtained any Associate's degree from an accredited college or university or a Nevada Advanced POST Certificate will receive 3% of their base pay, payable biweekly.
 3. Any officer who has obtained a Bachelor's degree from an accredited college or university will receive 5% of their base pay, payable biweekly.
 - a. No officer will receive compensation for more than one of the above

subsections during any fiscal year.

- b. An officer requesting educational or POST incentive pay shall be required to provide a certified transcript or a copy of the POST certificate to People Operations. For officers receiving the degree or certification after July 1, 2022, the officer will receive the incentive pay beginning the first full pay period following the date the transcript or certification is dated.
- c. Probationary officers will be eligible for incentive pay after satisfactory completion of their probationary period.

ARTICLE 21 - POST EMPLOYMENT HEALTH PLAN

- A. The RTAA 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 their ~~his/her~~ plan account.
 2. Once a member has accumulated eighty (80) hours of compensatory time, the RTAA AIRPORT AUTHORITY shall contribute 100% of that member's compensatory time in excess of eighty (80) hours into their plan account at 100% of their base pay.
 3. If a member has accumulated 880 hours of sick accrual as of the last pay period in October of any year, the RTAA 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 RTAA AIRPORT AUTHORITY shall contribute forty (40) hours of each member's accrued vacation time into their plan account at 100% of their base pay, provided the member's vacation accrual balance is three hundred and forty (340) hours or more as of the last pay period in November.
- B. The RTAA 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 RTAA 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 RTAA 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 RTAA AIRPORT AUTHORITY will provide access to an officer's official personnel file only to the officer, their his/her designated (in writing) representative, RTAA 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 their his/her personnel files.

1. **Officer Access to Their his/her Own Records.** An officer shall be entitled to view their his/her personnel file upon request during normal business hours, i.e., Monday through Friday -- 0800 to 1700, except RTAA AIRPORT AUTHORITY holidays. An officer who feels that the contents of their his/her personnel file is not accurate, timely, or complete may submit pertinent comments in writing to the Chief People, Equity, and Culture Officer ~~Director of Human Resources~~ for inclusion in their his/her personnel file. An officer may not remove any document from their his/her file but may request removal through their his/her Supervisor, Chief of Police and ~~Department Director~~ Chief Officer to the Chief People, Equity, and Culture Officer ~~Director of Human Resources~~.

2. **Officer Designated Representative Access to Officer File.** An officer may notify the Human Resources department, in writing, that their 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 their his/her personnel file if it is to be used in connection with a grievance or personnel hearing.

4. **Adverse Material.** No adverse material will be placed in an officer's personnel file unless a copy of the same is provided to the officer. The officer shall be given the opportunity to submit explanatory remarks for the record.

ARTICLE 23 - MISCELLANEOUS BENEFITS

The RTAA 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 their ~~his/her~~ own through the COBRA continuation of coverage provisions. The coverage provided will be the same as the officer had selected that benefit year for spouse and dependent children under the plan offered by the RTAA AIRPORT AUTHORITY. Coverage will be continued and paid for by the RTAA AIRPORT AUTHORITY for a period of three (3) years after the officer's death.

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

ARTICLE 24 - COMPENSATION

A. ANNUAL INCREASES IN INDIVIDUAL OFFICERS' PAY

1. **Salary Schedule.** Effective on July 1, 2022, the steps on the salary schedule will be changed to those reflected in Appendix 1. In addition, effective on the below dates, the salary schedule steps shall be increased as indicated and as reflected in Appendix 1. Each officer will receive a like adjustment on ~~this date~~ these dates as well:

~~July 1, 2021: 2.75% (minus .75% PERS contribution; net 2%)~~

July 1, 2022: 6.5%

July 1, 2023: 4%

July 1, 2024: 3.5%

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

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

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

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

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

B. OVERTIME

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

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

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

C. COMPENSATORY TIME

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

1. **Use of Compensatory Time:** An officer may request compensatory time off in lieu of vacation leave. An officer may request compensatory time off by submitting an absence request form indicating the use of compensatory time. Approval of compensatory time off shall rest with the ~~Manager~~/Supervisor.

2. **Option to Cash Out Compensatory Time**: An officer wishing to be paid for any accrued compensatory time will indicate the number of hours ~~they~~~~he/she~~ wishes to cash out on ~~their~~~~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)~~ one hundred and twenty (120) hours. In the event that an officer does not use/cash out the compensatory time in excess of ~~eighty (80)~~ one hundred and twenty (120) hours, the compensatory time shall be paid to the officer per the guidelines of Article 21 – Post Employment Health Plan, item B.2.
4. **Termination**. An officer who terminates employment with the RTAA for any reason will be paid for all compensatory time on the books at the time of separation.

D. PATROL STANDBY DUTY. From time to time the Chief of Police or their designee may have an articulable reason to place officers on patrol standby duty. Patrol standby duty is a period of time during which the assigned officer is to be responsible for responding to any emergency or other necessary duty call without delay during other than their normally scheduled working hours.

1. A standby list will be posted for officers to voluntarily sign up. If not enough officers volunteer, the Chief of Police or their designee may mandate officers to be placed on standby. Mandatory standby assignments shall be enacted from the bottom of the seniority list each time standby is mandated.
2. Officers will be compensated for all time on standby duty based on the following:
 - a. At 5% of their regular base pay if the standby list is posted at least 1 week in advance of the standby dates.
 - b. At 10% of their regular base pay if the standby list is posted less than 1 week in advance of the standby dates.
3. Patrol standby duty will be assigned for a minimum of four (4) hours up to a maximum of twenty-four (24) hours.
4. Officers placed on standby duty must:
 - a. Remain fit for duty, and
 - b. Immediately answer a phone call/text from the RTAA to return to work, and
 - c. Return to work within 60 minutes of the initial call, unless extraordinary circumstances arise.

5. Officers placed on standby and subsequently called back will be paid in accordance with the Call Back provisions of this this Article.

Nothing in this section restricts the Chief of Airport Police or their designee from recalling officers back to duty during an emergency.

ED. CALL BACK. When an officer has completed ~~their-his/her~~ regularly scheduled workday and has been released from duty and is then directed by the ~~AIRPORT AUTHORITY~~ RTAA to return to work or to report to work prior to the beginning of ~~their his/her~~ next scheduled shift, the officer shall be paid at the rate of one and one half (1½) times ~~their his/her~~ base rate of pay if an officer is on standby or if they are called back to work with more than 12 hours' notice. However, an officer will be paid at two (2) times the officer's regular rate of pay if they are called back to work with less than 12 hours' notice and are not on standby.

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 ~~they are he/she is~~ called to return to work. Upon the start of the officer's regularly scheduled shift, the officer will be paid at ~~their his/her~~ base rate of pay. However, the ~~RTAA 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 ~~RTAA AIRPORT AUTHORITY~~ matter will be paid at an overtime rate for all hours spent at court outside of their scheduled shift, with a minimum of three (3) hours of overtime pay. In situations where the court time runs into or is right after an officer's scheduled shift, the 3-hour minimum will not apply and the officer will only be paid overtime for the time outside of their scheduled shift.

F. **OVERNIGHT TRAVEL.** Officers who travel overnight out of the area to attend training or for other similar purposes will have their schedule changed to match the needed travel dates, with days off scheduled before and after the travel. Officers will be paid based on their regularly assigned number of hours on these travel and training days, regardless of the actual time spent engaged in travel/training (unless the travel/training exceeds those hours and then they will be paid per the overtime provisions of this Article).

HF. PYRAMIDING. Overtime pay or other premium pay such as holiday worked pay and call back pay will not be pyramided, except as provided for in Article 17. 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.

I.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.~~

Officers shall be eligible for shift differential pay for any working hours that occur between the hours of 5:00 pm to 7:00 am.

Officers eligible for shift differential pay shall be paid and additional \$3.00 per hour for all hours worked between the hours indicated above.

Shift differential will not be paid when an employee is on sick, vacation, holiday, worker's compensation or other types of paid time not worked.

J.H. TIME CARD CHANGES

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

K. RATIFICATION BONUS. Officers employed as of the date of AAPOPA ratification of this Agreement shall be paid a \$6,000 bonus after this Agreement's approval, but no later than June 30, 2022.

ARTICLE 25 - RETIREMENT

The RTAA 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 RTAA 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 ~~RTAA 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 ~~RTAA AIRPORT AUTHORITY~~ and AAPOPA.

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

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

Officers, who elect the lower ~~\$750/\$1,500 \$1,500/\$3,000~~ individual/family annual deductible "Coplay" plan, will be responsible for paying the additional cost for this more expensive plan. The additional cost will be the amount above what the ~~RTAA AIRPORT AUTHORITY~~ pays towards the officer and dependent premiums for the ~~\$1,500/\$3,000 \$3,000/\$6,000~~ individual/family annual deductible "Coplay" plan.

Dependent Eligibility. Insurance plan provisions require that dependents must meet certain eligibility requirements to be eligible for coverage under the ~~RTAA AIRPORT AUTHORITY'S~~ plan. Employees are responsible for notifying ~~People Operations 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 ~~People Operations 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 ~~RTAA 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

RTAA ~~AIRPORT AUTHORITY~~ Board of Trustees. Such Committee shall be comprised of four (4) ~~three (3)~~ representatives of the RTAA ~~AIRPORT AUTHORITY~~, two (2) representatives of the Teamsters Local 533, one (1) representative of the Airport Authority Police Sergeants Protective Association, 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 RTAA AIRPORT AUTHORITY shall pay that officer the difference between awarded temporary total disability (TTD) payments and their his/her full salary for a period of 30 calendar days unless the following provisions apply: 1) they are ~~he/she is~~ able to perform their his/her normal duties; 2) they are ~~he/she is~~ able to perform modified duties; 3) the RTAA AIRPORT AUTHORITY is able to provide work in accordance with Nevada Administrative Code 616; or 4) they ~~he/she~~ becomes qualified to receive permanent disability compensation, whichever event occurs first. The RTAA AIRPORT AUTHORITY will make every reasonable effort to return an officer back to work at the RTAA 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 they ~~he/she~~ were in full pay status. Further, during such period the RTAA 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 their his/her Worker's Compensation TTD check over to the RTAA AIRPORT AUTHORITY. The RTAA AIRPORT AUTHORITY will then pay the officer their his/her full salary. If the officer elects not to remain in pay status, they ~~he/she~~ may be required to pay the full amount of their his/her medical insurance premiums. If they do ~~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 they ~~he/she~~ desires to remain in full pay status, they ~~he/she~~ may use accrued sick or vacation time in conjunction with TTD payments. They ~~he/she~~ may then elect to endorse their his/her TTD check over to the RTAA AIRPORT AUTHORITY in exchange for their his/her full paycheck as set forth above.
 3. If the officer has exhausted pay continuance, they ~~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
 - Twenty-four (24) hour shifts
 - And any other work shift as agreed upon by the RTAA ~~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 their ~~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 or the Chief's designee.

B. VACATION

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

Less than 5 years	<u>45</u> hours for each full pay period
5 years but less than 10 years	<u>56</u> hours for each full pay period
10 years but less than 15 years	<u>67</u> hours for each full pay period
15 years but less than 20 years	7 hours for each full pay period
20 <u>15</u> 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.

Officers ~~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 and will be eligible to use any accrued paid vacation immediately. On the first day following the officer's first six (6) months of service, the officer shall be credited with all vacation accrued.~~

2. **Eligibility Provisions**

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

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

- a. Vacation pay will be computed by multiplying the officer's current base rate of pay by the number of hours of vacation allowance taken.
- b. In February and August of each year, the RTAA AIRPORT AUTHORITY shall pay accrued vacation time to those officers that have provided written notice of their intent to "cash out" accrued hours. Officers must provide this written notification to Payroll during the month of January and July each year. Only those officers with over two hundred (200) vacation hours on the books as of the last pay period in January or June of each year can take advantage of this "cash out" option. Officers must "cash out" their accrued vacation time in lots of forty (40) hours at a time and must maintain a balance of at least forty (40) accrued hours. The RTAA AIRPORT AUTHORITY shall make this payment to participating officers on the first payday in February or August of each year.

4. **Vacation Scheduling.** Vacations will be scheduled by the Supervisor through the Chief of Police with due consideration given to staffing requirements, officer's length of service, and officer preferences, in the order listed. However, officers who schedule their vacation at the beginning of the calendar year and receive approval will be given priority over the officers with seniority who do not schedule at the beginning of the calendar year.
5. **Accumulation of Vacation.** An officer's unused vacation hours may not exceed, at any time, the number of vacation hours accruable in fifty-two (52) pay periods. No additional vacation hours will be accrued until the unused vacation hour balance is reduced below the maximum allowable level.

ARTICLE 30 - HOLIDAYS

A. Regular paid holidays are:

January 1	New Year's Day
Third Monday in January	Martin Luther King Jr. Day
Third Monday in February	Presidents' Day
Last Monday in May	Memorial Day
<u>June 19th</u>	<u>Juneteenth</u>
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 RTAA 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.~~ Officers not working a holiday on their regularly scheduled work day: Officers will receive the same number of hours of holiday pay at their base rate on the date the holiday actually occurs based on the number of hours they are regularly scheduled to work. These hours are excluded from time worked for the purposes of overtime eligibility.
- b. Holidays falling on an Officer's day off: Officers will receive eight (8) hours of holiday pay at their base rate on the date the holiday actually occurs regardless of the number of hours they regularly work. These hours are excluded from time worked for the purposes of overtime eligibility.
- c. ~~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.~~ Officers who work on the date the holiday actually occurs as listed in A., above, will be paid two and one half (2½) times their base salary for all time actually worked on the holiday.
- d. 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 the Chief's ~~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 their ~~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 their ~~his/her~~ supervisor/manager) or have previously approved leave in order to receive holiday pay. Leave must be scheduled and approved at least 24 hours in advance.
- d. It is understood that in some cases an officer's "scheduled shift" may not be the actual day before or after the day the holiday actually occurs because of scheduled days off.
- e. ~~**Method of Payment.** Officers working any alternate shifts will be paid eight (8) hours of holiday pay.~~

ARTICLE 31 - COMMUNICABLE DISEASE

- A. In the event an officer covered under this Agreement or ~~their~~ ~~his/her~~ Supervisor suspects that, as a result of the course of duty, ~~they have~~ ~~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 ~~RTAA 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 RTAA 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 RTAA AIRPORT AUTHORITY not to require mandatory shift rotations.
- C. The shift schedule shall be posted not less than ten (10) days prior to the effective date of the shift change.
- D. An officer's shift bid may be denied by the Chief of Police for operational needs or staffing requirements of the department.

ARTICLE 33 - SECONDARY EMPLOYMENT

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

ARTICLE 34 - LEGAL REPRESENTATION

As long as an officer is performing their ~~his/her~~ prescribed and authorized duties at the RTAA AIRPORT AUTHORITY, the RTAA 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 RTAA AIRPORT AUTHORITY.

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

- B. Parties agree to a voluntary physical agility testing program to be administered annually each May using a testing/scoring standard established by POST.

1. If at least 50% of all eligible officers participate in the testing program, then officers that attain a passing score will receive a \$1,000 payment.
2. This payment will be made on the first payday in July.
3. Officers participating in the voluntary physical agility test shall be in full pay status during testing.
4. There will be no reprisal or punitive action taken against any officer scoring less than the passing score on the test.
5. Effective May 2018, officers not participating in the voluntary physical agility test will not be allowed to utilize the RTAA AIRPORT AUTHORITY workout room during on duty hours.

6. An officer will be allowed to utilize the gym while on duty, in accordance with the means and methods of utilizing the gym determined by the Chief of Police, and if staffing and operational needs allow, for one (1) hour in paid status. Any officer using the gym must sign an RTAA waiver.

- a. There shall be an annual meeting at the request of either AAPOPA or the Chief of Police between the Chief of Police and AAPOPA to discuss the Chief of Police's means and methods by which an officer may utilize the gym.

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

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

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

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

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

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

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

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

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

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

irresponsible use of alcohol, legal or illegal controlled substances in the workplace.

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

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

9. Officers who are required to take any medication with side effects which might impair their ability to fully and safely perform all the job requirements of the position, shall report the need for such medication to their immediate supervisor prior to commencing on-duty status. No officer shall be permitted to work while taking medications potentially impairing their ability to carry out their assigned job duties without a written release from their ~~his/her~~ physician.

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

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

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

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

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

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

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

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

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

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

irresponsible use of alcohol, legal or illegal controlled substances in the workplace.

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

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

9. Officers who are required to take any medication with side effects which might impair their ability to fully and safely perform all the job requirements of the position, shall report the need for such medication to their immediate supervisor prior to commencing on-duty status. No officer shall be permitted to work while taking medications potentially impairing their ability to carry out their assigned job duties without a written release from their ~~his/her~~ physician.

ARTICLE 39 - DURATION OF THE AGREEMENT

This Agreement shall be effective the 1st day of July 1, ~~2024~~ 2022, and shall remain in full force and effect through the 30th day of June ~~2022~~ 2025 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, ~~2022~~ 2025, the provisions of this Agreement (except for any wage increase provisions) shall continue in full force and effect until settlement is reached.

- A. By February 1, ~~2022~~ 2025, the ~~RTAA~~ 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: _____

Date: _____

ATTEST:

By: _____
Vice President

By: _____
Chief People, Culture & Equity Officer

Date: _____

Date: _____

APPENDIX 1
SALARY SCHEDULES

Effective July 1, 2022
(reflects a 6.5% increase)

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>\$32.39</u>	<u>\$34.02</u>	<u>\$35.73</u>	<u>\$37.54</u>	<u>\$39.46</u>	<u>\$41.43</u>	<u>\$43.50</u>

Effective July 1, 2023
(reflects a 4% increase)

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>\$33.68</u>	<u>\$35.38</u>	<u>\$37.16</u>	<u>\$39.04</u>	<u>\$41.04</u>	<u>\$43.09</u>	<u>\$45.24</u>

Effective July 1, 2024
(reflects a 3.5% increase)

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>\$34.86</u>	<u>\$36.61</u>	<u>\$38.46</u>	<u>\$40.41</u>	<u>\$42.47</u>	<u>\$44.60</u>	<u>\$46.83</u>

ARTICLE 37 - CREATE NEW POSITION OR DIMINISH RESPONSIBILITIES

Prior to the decision of the RTAA AIRPORT AUTHORITY to create any new position or utilize any existing positions to supplant or diminish the responsibilities of the Airport Police Officer, the RTAA 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 2 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:

- ~~Article 17 MOU: Canine Handler Special Assignment Pay~~ None

ARTICLE 39 - DURATION OF THE AGREEMENT

This Agreement shall be effective the 1st day of July 1, ~~2024~~ 2022, and shall remain in full force and effect through the 30th day of June ~~2022~~ 2025 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, ~~2022~~ 2025, the provisions of this Agreement (except for any wage increase provisions) shall continue in full force and effect until settlement is reached.

- A. By February 1, ~~2022~~ 2025, the ~~RTAA~~ 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: _____

Date: _____

ATTEST:

By: _____
Vice President

By: _____
Chief People, Culture & Equity Officer

Date: _____

Date: _____

APPENDIX 1
SALARY SCHEDULES

Effective July 1, 2022
(reflects a 6.5% increase)

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>\$32.39</u>	<u>\$34.02</u>	<u>\$35.73</u>	<u>\$37.54</u>	<u>\$39.46</u>	<u>\$41.43</u>	<u>\$43.50</u>

Effective July 1, 2023
(reflects a 4% increase)

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>\$33.68</u>	<u>\$35.38</u>	<u>\$37.16</u>	<u>\$39.04</u>	<u>\$41.04</u>	<u>\$43.09</u>	<u>\$45.24</u>

Effective July 1, 2024
(reflects a 3.5% increase)

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>\$34.86</u>	<u>\$36.61</u>	<u>\$38.46</u>	<u>\$40.41</u>	<u>\$42.47</u>	<u>\$44.60</u>	<u>\$46.83</u>

Board Memorandum

To: All Board Members

Memo #: 06/2022-36

From: Daren Griffin, President/CEO

Subject: Authorization for the President/CEO to execute a three-year Professional Services Agreement for marketing campaign services, with KPS|3, in an amount not to exceed \$1,350,000

STAFF RECOMMENDATION

It is recommended that the Board authorize the President/CEO to execute a three-year Professional Services Agreement (PSA) for marketing campaign services with KPS|3, in the amount not-to-exceed \$1,350,000.

PURPOSE

The purpose of this action is to seek approval to complete final negotiations and retain a firm to serve as the Reno-Tahoe Airport Authority's (RTAA) agency of record and plan, develop, coordinate and measure a marketing campaign for the RTAA, and authorize the President/CEO to execute the PSA.

BACKGROUND

A formal Request for Proposals (RFP) process to solicit interested candidates or firms to provide marketing campaign services for the RTAA was issued on March 18, 2022. To supplement legal advertising, staff posted the notification on the RTAA's website and the Nevada Government eMarketplace (NGEM) system.

Five proposals were received. The Chief of Public Affairs Officer convened an Evaluation Committee on April 21, 2022, consisting of one current Trustee and four staff members to evaluate the proposals and recommend the two most qualified firms for further consideration.

On May 3, 2022, the Evaluation Committee held a meeting to interview and hear presentations from the two finalists. The Evaluation Committee selected KPS|3 as the best fit for the upcoming marketing campaign, due to their expertise in branding and providing targeted, measurable, and ROI-driven campaigns. Through a multi-media plan, the Airport will target prospective travelers at the right stage in their journey to inform and promote airport initiatives. The committee also felt that KPS|3 presented unique ideas and approaches to market passengers and measure success in real time. The Evaluation Committee voted to select KPS|3 as the finalist firm for

recommendation to the full Board. Additionally, staff negotiated terms and conditions with KPS|3 that are included in the PSA.

DISCUSSION

With the approval of this item, KPS|3 would provide the RTAA with marketing development campaign services for three years, commencing July 1, 2022 and ending June 30, 2025.

Additionally, at the sole discretion of the RTAA, the PSA may be extended by two consecutive, one-year terms through June 2027. If extended, each consecutive term and compensation will be separately approved by both Parties in writing and incorporated as an additional exhibit into the PSA to be presented to the Board for final approval.

KPS|3 will carry out planning, creative campaign development, production, project management, measurement and optimization for a comprehensive marketing campaign for the RTAA. KPS|3's scope of work will include discovery and planning, defining goals and campaign objectives, media plan development and set-up, creative campaign development and production, ongoing media and campaign management, measurement and reporting of performance metrics, and a summary of deliverables. KPS|3 will work closely with the RTAA Marketing and Public Affairs to develop messaging that will connect with passengers and community and help effectively communicate the needs of the airport during the MoreRNO project and peak travel times.

KPS|3 will communicate with passengers and the community through multimedia channels that include but are not limited to the RTAA website, print, digital, google and social media advertising, video, audio, and other channels based on campaign objectives and overall paid media budget. The hard costs of this campaign, based on the developed paid media plan, may include:

Display Advertising (Digital)	Social Advertising
Streaming Audio Ads	Video/TV Advertising
Native Content Advertising	Google Ads
Out of Home Advertising	

Included in the campaign budget are funds set aside for opportunities and necessities of the RTAA that are unforeseen and allow for flexibility and special requests.

KPS|3 also included an interactive mural, to further complement RTAA art initiatives, installed in the airport that will be a point of interest in the passenger journey. The mural will be provided at no cost to the RTAA.

Staff has conferred with representatives of KPS|3 to discuss the above-mentioned expectations and scope, and to negotiate the terms and conditions of the PSA. KPS|3 is in agreement with the service expectations.

In addition to the scope of work discussed above, the following terms for the first contracted year have been negotiated:

- **Project Milestones / Timeline**

Following the approval of this item, and final execution of the PSA, the project milestones and timelines are as follows.

Project Milestones	Timeline
Discovery & Integrated Campaign Planning	30 days
Campaign Creative - Initial creative approved - Production of ads - Style Guide	- 30 days - 30-60 days - 30 days (following ad production)
Media Planning & Implementation	30 days (in conjunction with planning and creative)
Team Support	Continuous
Campaign Measurement & Reporting	Continuous
Interactive Mural	TBD (completed during contract)
End of Services	June 30, 2025.

- **Fees**

In consideration of the services provided by KPS|3, the RTAA would provide an all-inclusive budget for all campaign aspects including fees and commissions for the first year of the PSA as designated in the following table for a total of \$350,000 with \$242,000 allocated directly into media buying/advertising costs and \$108,000 allocated towards agency fees for campaign development and support. While \$350,000 is budgeted for advertising in Fiscal Year 2022-23, the PSA allows additional funding in the form of amendments to be applied if communicating the MoreRNO construction projects requires more funding over the duration of the contract.

Service	Fee
Discovery/Planning	\$12,000
Campaign Creative	\$50,000
Media Planning, Implementing and Reporting	\$36,000
RTAA Team Support	\$10,000
Interactive Mural (\$15,000 value)	\$0
Paid Media Budget – Hard Costs	\$242,000
Total Through June 30, 2023	\$350,000

Each of the two remaining years would require revisiting and negotiating both scope and fees for the annual marketing plans for FY24 and FY25 with the acknowledgement that neither year would exceed \$500,000, or that for the three years in total not to exceed \$1,350,000.

YEAR	Not-To-Exceed Fees
YR 1 (FY23 – budgeted)	\$350,000
YR 2 (FY24 – unbudgeted)	\$500,000
YR 3 (FY25 – unbudgeted)	\$500,000
Total Through June 30, 2025	\$1,350,000

COMPANY BACKGROUND

KPS|3 is a branding agency, veteran PR firm, and innovative digital shop, all in one. KPS|3 has been in business for over 30 years, one of the oldest agencies in Nevada, and is headquartered in Reno. In the past year, KPS|3 was recognized as one of the fastest-growing companies in the nation by Inc 5000 and has more than 50 employees. KPS|3 takes pride in pushing boundaries and continues to be bold and insightful to deliver positive impacts for clients.

FISCAL IMPACT

The first-year fiscal impact of the proposed PSA will be in the amount of \$350,000 through June 30, 2023. The current budgeted amount for FY 2022-2023 is set at \$350,000. Each of the following two years will require budget review and approval of additional funds of not-to-exceed \$500,000 for both FY24 and FY25 via the normal budgeting process and cycle.

COMMITTEE COORDINATION

Finance and Business Development Committee

RECOMMENDED MOTION

Staff recommends that the Board adopt the following motion:

“It is hereby moved that the Board authorizes the President/CEO to execute a three-year Professional Services Agreement for marketing campaign services on behalf of the Reno-Tahoe Airport Authority, with KPS|3, in the amount not to exceed \$1,350,000.”

Board Memorandum

To: All Board Members

Memo #: 06/2022-37

From: Daren Griffin, President/CEO

Subject: Authorization for the President/CEO to execute a three-year contract, with two two-year extension options, with LP Insurance Services for broker/consultant services for the Reno-Tahoe Airport Authority employee health insurance program in the amount of \$150,000 for fiscal year 2022-2023 through 2025-2026

STAFF RECOMMENDATION

Staff recommends that the Board authorize the President/CEO to execute a three-year contract with LP Insurance Services for broker/consultant services for the Reno-Tahoe Airport Authority (RTAA) employee health insurance program in the amount of \$150,000. The contract would also provide for two two-year extension options based on satisfaction of provided services, as solely determined by the RTAA.

PURPOSE

The purpose of this action is to seek approval from the Board of Trustees to authorize the award of contract to LP Insurance Services for broker/consultant services for the Reno-Tahoe Airport Authority (RTAA) employee health insurance program for fiscal year 2022-2023 through 2025-2026. This action is in support of the RTAA Strategic Priority #7: People, as adopted in the Fiscal Year 2019-2023 Comprehensive Strategic Plan.

BACKGROUND

Health insurance broker/consultant services are an integral part of the RTAA employee benefits program. The broker/consultant provides a broad range of services including: 1) strategic analysis of benefits/design; 2) marketing, evaluation and acquisition of insurance program providers; 3) monitoring/compliance; 4) claims data analysis; 5) staff/employee communication; 6) claim/plan administration assistance; and 7) advice and expertise on a variety of insurance related issues as needed.

The RTAA has utilized Lockton Companies as the insurance broker/consultant since 2017. This contract will expire on June 30, 2022.

DISCUSSION

A Request for Proposal (RFP) was issued and posted on the RTAA's website and advertised in the Reno-Gazette Journal on March 10, 2022. In addition, the solicitation was posted on the Nevada Government eMarketplace (NGEM) website with 4,408 notices of the RFP being issued to firms registered under the professional services and human resources commodities lists. Twenty-one (21) firms reviewed the RFP, and twenty-one (21) questions were asked and answered in a posted addendum. Proposals from eight (8) firms were received by the submittal deadline on April 7, 2022. Three (3) proposals were declared non-responsive and five (5) were submitted to the evaluation committee.

The evaluation committee was comprised of the Chief Culture, Equity & Diversity Officer, the Manager of Labor Relations & Benefits and the Senior People Officer. The committee independently evaluated the five responsive proposals based on: 1) the firm's demonstrated understanding of and ability to provide the scope of work as detailed in the RFP; 2) the experience, qualifications, and capacity of the proposed team that would be assigned to work on the RTAA's account; 3) the firm's track record in providing the services as detailed in the RFP; 4) the overall quality, accuracy, completeness and coherency of the firm's proposal; and 5) the competitiveness of the firm's cost proposal.

The five (5) firms and their proposed costs are as follows:

Employee Benefits Insurance Broker/Consultant Services Bid Responses				
Firm	Year 1	Year 2	Year 3	Total
Lockton	\$44,000	\$44,000	\$44,000	\$132,000
LP Insurance	\$50,000	\$50,000	\$50,000	\$150,000
Assured Partners	\$55,440	\$55,440	\$55,440	\$166,320
Dillion Health	\$60,000	\$60,000	\$60,000	\$180,000
Gallagher	\$125,000	\$130,000	\$135,000	\$390,000

The committee selected Lockton, Assured Partners and LP Insurance to take part in interviews held during the week of May 2, 2022. Based on these interviews, the committee is unanimously recommending award of the contract to LP Insurance Services.

COMPANY BACKGROUND

LP Insurance Services' history began in 1927 with the founding of Lucini & Associates in Reno, Nevada. Following a series of mergers, acquisitions and divestitures over the next eighty-three years, LP Insurance Services was founded in 2010 with a single office in Reno and thirty-six employees. They have since risen to become one of the top 100 brokerages in the U.S. and the largest independent agency in Nevada, managing over \$200 million dollars in annual Nevada health insurance premiums and serving 43 public entity clients across Nevada. Today they employ more than 210 team members in 11 locations across Nevada, California, Arizona and New Mexico. LP Insurance Services is dedicated to building strong relationships which allows them to offer effective, high-quality support. Their mantra is "Say it. Mean it. Do it."

FISCAL IMPACT

LP Insurance Services will be paid on a fixed-fee basis at a cost of \$50,000 per fiscal year or \$150,000 over the three-year term, which is an increase of \$6,000 per year over the cost of the current insurance broker/consultant. The FY 2022-2023 budget includes these monies and funding for additional years of the contract will likewise be included in future annual budget submissions.

COMMITTEE COORDINATION

Finance and Business Development Committee

RECOMMENDED MOTION

Staff recommends that the Board adopt the following motion:

“Move to authorize the President/CEO to execute a three-year contract with LP Insurance Services for broker/consultant services for the Reno-Tahoe Airport Authority employee health insurance program in the amount of \$150,000 for fiscal year 2022-2023 through 2025-2026. Additionally move to authorize the contract to provide for two 2-year extension options based on satisfaction of provided services.”

Board Memorandum

To: All Board Members

Memo #: 06/2022-38

From: Daren Griffin, President/CEO

Subject: Authorization for the President/CEO to execute a Professional Service Agreement for professional design services for Airfield Administrative & Airport Duty Managers Offices with Paul Cavin Architecture LLC. in the amount of \$156,100

STAFF RECOMMENDATION

Authorization for the President/CEO to execute a Professional Service Agreement for professional design services for the Airfield Administrative & Airport Duty Managers Offices at the Reno-Tahoe International Airport with Paul Cavin Architecture LLC. in the amount of \$156,100.

PURPOSE

The purpose of this action is to authorize the President/CEO to execute a Professional Service Agreement (PSA) for professional architectural services for the design of the relocated Airfield Administrative & Airport Duty Managers Offices at Reno-Tahoe International Airport (RNO) with Paul Cavin Architecture LLC. in the amount of \$156,100

This action is in support of the RTAA Strategic Priorities as identified in the Reno-Tahoe Airport Authority Fiscal Year (FY) 2019-2023 Strategic Plan:

- Strategic Priority #3 Facilities for the Future
- Strategic Priority #4 Safety and Security
- Strategic Priority #6 Customer Experience

BACKGROUND

Airfield Administrative Offices: The current airfield administrative offices are located within the existing vehicle maintenance building. The office space is inadequate in the number of offices and the size of the offices, are inefficient in layout and continuity, located in areas with inadequate heating and cooling systems, located adjacent to loud work, and many offices don't meet the American Disabilities Act (ADA) requirements. In addition, the vehicle maintenance storage areas/rooms have been minimized due to conversion to offices. Management and administrative staffing levels have increased since the original building was constructed in 1978. The proposed project would consolidate the administrative/management staff to a central location, provide a professional atmosphere to conduct business and significantly increase the efficiency of the administrative operations as well as the vehicle maintenance services at Airfield Maintenance.

Airport Duty Managers Office: The existing Airport Duty Managers (ADM) offices are located in the Airport Vassar Annex (AVA) warehouse building. The building houses the ADMs, Airport Communications and Purchasing departments. Traveling between the ADM's current office location to anywhere on the airfield or landside requires the ADM's to travel a circuitous and congested section of deteriorated roadway, drive at a low rate of speed, and weave between Air Cargo aircraft. The congestion is created by tugs towing multiple containers as well as other ground equipment in the area. Additional delays can occur if aircraft are pushing back or taxiing in the area as aircraft always have the right of way. The ADM's have a mission critical role to provide quick emergency response. In addition, they need to have quick response during winter operations and to wildlife hazard management. The mission critical roles are hampered by the remote location and lack of connectivity to the airport operation.

DISCUSSION

RTAA staff looked at numerous buildings on the airport campus to determine the right location and the best and highest use for both the AFM Administration building and the ADM building. The Chief Operations & Public Safety Officer, Manager of Airport Operations, Chief Planning & Infrastructure Officer, and Director of Facilities & Maintenance all agreed to the proposed locations.

The best location for the AFM Administration building is the old Enterprise Rental Car building located adjacent to the existing vehicle maintenance shop. The building has both airside and landside access, a requirement for the purpose of the building. In addition, it is in walking distance to the vehicle shop. The building is located in the area identified as expansion for airfield maintenance.

The building identified for the ADM offices is the base building for the original air traffic control tower. The building is in a great location to respond quickly to all locations on the airfield. The building is located near the intersection of Runways 16R/34L and 7/25, basically at the center of the airfield.

The buildings are structurally sound but need upgrades to the heating and cooling systems, electrical systems, flooring, ceilings and walls for the creation of the offices. Both buildings will provide excellent services for their respective groups for years to come. Architectural, electrical and mechanical services are required to prepare plans to renovate the buildings.

RTAA Engineering staff direct selected Paul Cavin Architect, LLC, to provide the above services based on the following:

- Experience providing required services
- Knowledge of RTAA operations
- Knowledge of local labor and material costs
- Overall performance with the RTAA and other local agencies

The scope of work was developed by the RTAA Engineering staff with input from those listed above.

The proposal provided by Paul Cavin Architect, LLC includes field assessments and inspections of the buildings and sites, schematic design, design development, final design consisting of construction plans, specifications, and necessary documents and services through procurement of construction bids.

COMPANY BACKGROUND

Founded in 2013, Paul Cavin Architect LLC, has successfully completed several design projects for the RTAA, including Remodel of the Federal Inspections Services building and the last being the Customs and Border Patrol building roof replacement. Paul Cavin Architecture is a local firm, employs approximately 5 people, and is a minority owned and operated (DBE) business.

FISCAL IMPACT

Funding for this project was approved by the Board of Trustees, Fiscal Year 2022-2023 Budget, as a Capital Project.

Table 3 – Project Estimate at Completion

Design	Construction	Construction Admin	Other Direct Costs *	Owner's Contingency	Estimate At Completion
\$156,100	1,549,000	40,000	17,000	46,900	1,809,000

* Other Direct Costs include but are not limited to administrative costs, advertising, printing, permits and miscellaneous fees.

COMMITTEE COORDINATION

Planning and Construction Committee

RECOMMENDED MOTION

Staff recommends that the Board adopt the following motion:

“Move to authorize the President/CEO to execute a Professional Service Agreement for professional design services for Airfield Administrative & Airport Duty Managers Offices at the Reno-Tahoe International Airport with Paul Cavin Architecture LLC. in the amount of \$156,100”.

Board Memorandum

To: All Board Members **Memo #:** 06/2022-39
From: Daren Griffin, President/CEO
Subject: Authorization for the President/CEO to Execute Amendment No. 1 to the Professional Services Agreement for Consultant Services for the Reno-Tahoe International Airport Administrative Headquarters and Police Station Workspace Study, with H+K Architects, in the amount of \$289,280

STAFF RECOMMENDATION

Staff recommends that the Board of Trustees authorize the President/CEO to execute Amendment No. 1 to the Professional Services Agreement (PSA) for consultant services for the Reno-Tahoe International Airport (RNO) Administrative Headquarters (HQ) and Police Station Workspace Study, with H+K Architects, in the amount of \$289,280.

PURPOSE

The purpose of this action is to authorize the President/CEO to execute Amendment No. 1 to the Professional Services Agreement (PSA) for consultant services for the RNO Workspace Study, with H+K Architects, to identify final space programming needs, develop alternates, and select a preferred alternate for a new HQ and a new Police Station. The preferred alternate for the new Administrative HQ and the new Police Station may be in separate locations or may be collocated. The final deliverable will be a Basis of Design Report that can be used to initiate a design solicitation.

This action is in support of the RTAA Strategic Priorities as identified in the Reno-Tahoe Airport Authority Fiscal Year (FY) 2019-2023 Strategic Plan:

- Strategic Priority #3 Facilities for the Future
- Strategic Priority #4 Safety and Security
- Strategic Priority #7 Employees are the Current and Future Strength

BACKGROUND

A PSA for consultant services was executed on September 13, 2021, for the RNO Workspace Study in the amount of \$100,000. Approval for the PSA was granted by the RTAA Board of Trustees at the August 2021 Board of Trustees Meeting. The scope of work included an evaluation and recommendations for administrative workspaces for RTAA staff based at RNO. Although the primary focus was on landside administrative functions, consideration was also given to Airport Communications, Airfield Maintenance, Fire, Police, Purchasing, Security, Airside Operations, Landside Operations, and Building Maintenance.

The final deliverable was a study documenting immediate life-safety issues in existing offices and locations, current and future space needs, new office/workspace configuration options, new office/workspace location options, alternate use options for existing spaces, and rough order of magnitude costs for location options. The RNO Workspace Study final deliverable was provided on April 13, 2022.

DISCUSSION

The RNO Workspace Study identified a list of deficiencies and issues that included accessibility code requirements, functionality limitations, and significant space deficiencies.

In May 2022, staff began discussions with H+K Architects regarding supplementing the original RNO Workspace Study PSA with an amendment focused on the relocation and expansion of the Administrative HQ and the Police Station. The following scope of work was identified for the amendment:

- Identification of space programming requirements
- Analysis of potential locations
- Development of alternates
- Selection of preferred alternate
- Creation of a Basis of Design Report

The scope of work, associated with the proposed amendment, will solidify the location and scope of a future Administrative HQ and Police Station, and enable staff to move forward with design and construction, pending future funding.

COMPANY BACKGROUND

H+K Architects, legal name Hershenow + Klippenstein Architects, is based in Reno, Nevada and has completed over 25 projects for the RTAA with 18 at RNO, including terminal building, airside, and airfield maintenance projects. H+K Architects has also developed program studies for the RTAA, including the Airfield Maintenance Mechanics Shop Large Bay Expansion Program Study, the Terminal Elevators Replacement and New Elevator Installation Program Study, and the Detailed Planning Study for the Reno-Tahoe International Airport Ticketing Hall Expansion Project.

H+K Architects will be supported in this effort by O'Connor Construction Management, Inc (OCMI) which will provide cost estimating services.

FISCAL IMPACT

Funding for Amendment No. 1 is included in the approved Fiscal Year 2022-2023 operating and maintenance budget. Approval of Amendment No. 1 in the amount of \$289,280 will bring the total PSA value to \$389,280.

COMMITTEE COORDINATION

Planning and Construction Committee

RECOMMENDED MOTION

Staff recommends that the Board adopt the following motion:

“It is hereby moved that the Board of Trustees authorizes the President/CEO to execute Amendment No. 1 to the Professional Services Agreement (PSA) for consultant services for the Reno-Tahoe International Airport (RNO) Workspace Study, with H+K Architects, in the amount of \$289,280.”

Board Memorandum

To: All Board Members

Memo #: 06/2022-40

From: Daren Griffin, President/CEO

Subject: Approval of the Fiscal Year 2022-23 Reno-Tahoe Airport Authority Board of Trustees Meeting Calendar

STAFF RECOMMENDATION

Staff recommends Board approval of the FY 2022-2023 Reno-Tahoe Airport Authority (RTAA) Board of Trustees regular meeting calendar.

PURPOSE

The purpose of this action is to review and approve the proposed calendar to pre-schedule monthly meetings of the RTAA Board of Trustees. The proposed meeting calendar is attached to this Board memo. This action is in support of Strategic Priority # 6 – Provide a Positive Environment and Experience for All, as adopted in the RTAA FY 2019-2023 Comprehensive Strategic Plan, by fostering a collaborative and supportive working relationship between staff and the Board of Trustees.

DISCUSSION

Per RTAA Bylaw 9341 of the Board of Trustees, the Board shall meet monthly as determined by the Chair, with the approval of a quorum of the Board. The monthly meetings of the Board shall be on the second Thursday of each month unless such meeting date conflicts with a holiday as set forth in NRS 236.015, or such other conflict as the Chair, with the approval of a majority of a quorum of the Board, may determine.

Please note the following exception to the RTAA Bylaws:

1. Per NRS 354.596 (4.) and Pursuant to Assembly Bill No. 19 of the 2015 Legislative Session, the public hearing of the tentative budget must be held not sooner than the third Monday in May and not later than the last day in May.

The attached Board meeting calendar for FY 2022-2023 outlines the Chair's proposed dates for Committee and Board meetings subject to Board approval. If a date for the Board Retreat is selected, it will be added to this calendar. Upon approval, a final version will be distributed.

FISCAL IMPACT

None

COMMITTEE COORDINATION

None

RECOMMENDED MOTION

Staff recommends that the Board adopt the following motion:

“It is hereby moved that the Board approves the Fiscal Year 2022-2023 Reno-Tahoe Airport Authority Board of Trustees meeting calendar.”

2022-23

BOARD MEETING CALENDAR

COMMITTEE MEETINGS
BOARD MEETINGS
HOLIDAYS

* Not a normally scheduled date

JULY 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST 2022						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JANUARY 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY 2023						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16*	17	18*	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE 2023						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Board Memorandum

To: All Board Members

Memo #: 06/2022-41

From: Daren Griffin, President/CEO

Subject: Approval of submittal of the names of Trustees Jessica Sferrazza and to be forwarded to the Reno-Sparks Convention and Visitors Authority (RSCVA) Board for possible appointment to fill the Air Service Representative seat for the remaining year of a two-year term beginning July 1, 2022

PURPOSE

The purpose of this action is to approve the submittal of the names of Jessica Sferrazza and Shaun Carey to be forwarded to the Reno-Sparks Convention and Visitors Authority (RSCVA) Board for possible appointment to fill the Air Service representative seat for the remaining year of a two-year term beginning July 1, 2022.

BACKGROUND

Pursuant to NRS244A.601, as amended, the RSCVA is governed by a nine-member Board of Directors representing: gaming establishments, tourism or other commercial interests or the resort hotel business, air service, other business or commercial interests, cities of Sparks and Reno, and Washoe County. The Reno-Tahoe Airport Authority (RTAA) Board appoints one of their Trustees to serve as the air service representative on the RSCVA Board. Each appointment to the RSCVA is allowed to serve two two-year terms.

The RSCVA has requested that at least two names be forwarded for consideration of an appointment. The following Trustees have indicated an interest in the appointment: Jessica Sferrazza and Shaun Carey.

FISCAL IMPACT

None

COMMITTEE COORDINATION

None

RECOMMENDED MOTION

Staff recommends that the Board adopt the following motion:

“It is hereby moved that the names of Jessica Sferrazza and Shaun Carey be forwarded to the RSCVA for consideration for the remaining year of a two-year term representing the airport beginning July 1, 2022.”

Board Memorandum

To: All Board Members
From: Daren Griffin, President/CEO
Subject: Adjustment to Pay and Classifications together with Reimbursement of wage loss and one-time incentive payment per CSP and Management Guidelines

PRESIDENT/CEO REPORT TO BOARD OF ADMINISTRATIVE ACTIONS

Effective June 2, 2022 President/CEO Griffin made adjustments to pay and classifications per CSP and Management Guidelines, reimbursed wage loss during wage freezes and furloughs relating to COVID, and paid a one time incentive payment as allowed in the CSP and Management guidelines. The President/CEO took these actions to ensure the RTAA wages are competitive for recruitment and retention purposes.

By way of background, the President/CEO has previously advised the Board that the worldwide pandemic increased pressure on employers to raise wages. The Consumer Price Index rose over 8% in February of 2022, the largest increase in more than 40 years as reported by the U.S. Bureau of Labor Statistics.

The U.S. Department of Labor reported the average pay jumped 4.7% in 2021, similar to an ADP study showing a 4.4% increase in the same time period. An additional increase near 4% is expected in 2022 according to the Society of Human Resource Management (SHRM).

People Operations performed a compensation audit for CSP and Management positions per Management Guidelines. People Operations reviews CPI annually to recommend an increase to salary ranges for CSP and Management. This audit revealed the following:

- Due to pay cuts and furloughs during FY 20/21, many in the CSP and Management Guidelines group saw a reduction in net wages of approximately 2.3%.
- CPI and recent salary surveys indicate wages have gone up 4-8% over the last year and continue to rise in 2022.
- RTAA's pay and salary ranges are lagging the market making the RTAA less able to recruit and retain good talent.
- With MoreRNO and other programs coming on line, it is important to recruit and retain high performing staff.

Both the CSP and Management Guidelines authorize the President/CEO to change the title, description and pay classification of any position where the change is within the budgeted amount for personnel approved by the Board of Trustees. Management Guidelines Article 13B; CSP

Guidelines 8.10.E. The President/CEO is to communicate all such changes to the Board through the annual budget process or through administrative memoranda to the Board Management.

Both the Management Guidelines and the CSP allow the President/CEO to annually review the need for changes in individual performance merit increase percentages. Management Guidelines Section 17.B; CSP Guidelines Section 8.90.5. The Management Guidelines and CSP allow the President/CEO to annually implement an Incentive Achievement Program. Management Guidelines Article 18; CSP Guidelines 8.90.6. Those employees exclusively subject to CSP were advised at the beginning the current fiscal year that changes in individual performance merit increase percentages would be made. CSP Guidelines 8.90.6.

After a careful review of available data, President/CEO Daren Griffin made following changes for eligible CSP and Management Guidelines employees and herewith communicates those changes to the Board:

- 1) A lump sum 2.5% payment will be made in June 2022 to all employees who took a wage freeze and furlough days from July 1, 2020 to June 30, 2021. (Some pro-rated)
- 2) All salary ranges will be increased by 4.0% effective July 1, 2022 to retain the RTAA's competitive recruiting edge in the market.
- 3) All Management and CSP wages will be increased by 4.0% effective July 1, 2022 to keep base wages in line with market adjustments.
- 4) A one-time 5% Incentive Achievement Program lump sum payment will be made in June 2022 to all eligible Management and CSP. (Pro-rated for those hired after July 1, 2021 and none for those hired after April 1, 2022.) This incentive payment is in recognition of the exceptional budget performance of the RTAA during FY 21/22.

Changes number 1 and number 4 will be paid in June of 2022 and the monies are available in the budget and require no changes to be authorized.

Changes number 2 is included on the budget for 2022-20023. Change number 3 will not require a budget augmentation.

NOTE: We are currently in collective bargaining negotiations with our three Battalion Chiefs so they will not be eligible for these adjustments as we are bargaining their pay and benefits separately.

The above actions are designed to ensure a stable, high performing staff as RTAA provides additional programs and the MoreRNO program to our airlines, stakeholders, and the communities we serve.

CSP and Management Avg. Loss 2020-2021													Annualized
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Percentage
Merit Increase/Frozen													
Actual	0	0	0	0	0	0	0	0	3.5	3.5	3.5	3.5	1.17
Avg	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.50
<i>Difference:</i>													3.33
Furlough Days % effect added:				4 Days									2.00
Total Effect													5.33
Less 3.0% given in June 2021													3.00
Net Effect													2.33