



BOARD OF TRUSTEES

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AGENDA
SPECIAL MEETING OF THE BOARD OF TRUSTEES

Date: June 30, 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/87539239585>; **Webinar ID:** 875 3923 9585; 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 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. INFORMATION / POSSIBLE ACTION ITEMS

- 3.1 Board Memo #: 06/2022-43: Authorization for the President/CEO to execute a three - year collective bargaining agreement between the Reno-Tahoe Airport Authority and the Reno Airport Firefighters, IAFF Local 731, for July 1, 2022 through June 30, 2025 (*for possible action*)
- 3.2 Report on payment of one-time retention bonus for Teamster, Local Union 533, employees pursuant to CSP 8.10(E) (*information*)
- 3.3 Operations and Public Safety update (*information*)

4. 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.

5. ADJOURNMENT

Board Memorandum

To: All Board Members **Memo #:** 06/2022-43
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 Reno Airport Firefighters, IAFF Local 731, 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 Reno Airport Firefighters, IAFF Local 731 (RAF) 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 and the Reno Airport Firefighters, IAFF Local 731 (RAF). 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 RAF bargaining unit represents 18 employees including: 6 Firefighters, 9 Engineers, and 3 Captains. 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 February 2022. The RTAA and the RAF held a total of seven bargaining sessions. The parties were able to reach final tentative agreement on June 10, 2022. The Agreement is pending ratification by the membership of Local 731, who will provide notification to the RTAA on approximately July 20, 2022.

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

- Effective July 1, 2022, the salary schedule will be increased by 7%, with all employees receiving a corresponding increase on this date. The salary schedule and employee pay will also increase 4% on July 1, 2023, and 3% on July 1, 2024;
- Current incentive pay categories will be replaced with incentives for college credits/degrees, as well as instructor, Advanced Emergency Medical Technician and Paramedic certifications;
- Lump sum over max pay will be replaced with longevity pay once employees reach 5 years of RTAA service;
- Employees acting in a higher classification will be paid at the rank being filled and will be eligible for pay for all hours worked in the higher classification;
- Juneteenth will be incorporated as a paid holiday;
- Up to two-sixths of the shift complement will be able to be scheduled off at any one time for various types of leave;
- A Labor and Management meeting will be established to discuss objectives of mutual concern;
- Upon ratification and approval of the Agreement, employees will receive a ratification payment

A copy of the draft Agreement between the RTAA and the RAF is attached to this memorandum. Language that has been deleted is shown in red strikethrough and language that has been added is shown in green underline.

FISCAL IMPACT

- Increasing employee salaries effective July 1, 2022 will cost approximately \$136,265 (includes PERS costs);
- Reconfiguring the incentive pay categories will cost approximately \$120,260 based on currently held degrees and certifications;
- Replacing lump sum over max with longevity pay will cost \$34,765 (includes PERS costs)
- Incorporating the Juneteenth holiday will have no additional impact as monies were already included in the budget for this holiday pay;
- The change to acting in a higher classification pay is estimated to cost \$24,420;
- The \$7,500 payment to employees upon ratification and approval of the Agreement will cost \$120,000 (will be paid in FY 2021-22);

The total estimated cost increase for FY 2022-23 is \$315,710. 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 \$225,100 for employee merit increases, the net impact to the FY 2022-23 budget is an estimated overall increase of \$90,610. 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 Reno Airport Firefighters, IAFF Local 731, effective July 1, 2022 through June 30, 2025.”

**Collective Bargaining Agreement
between the
Reno Airport Fire Fighters Association,
IAFF Local 2955**



and the



Reno-Tahoe Airport Authority

**Fiscal Years ~~2017-2018, 2018-2019,~~
~~2019-2020, 2020-2021, and 2021-2022~~
2022-2023, 2023-2024, and 2024-2025**

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DEFINITIONS

Base Rate of Pay: The amount of pay the EMPLOYEE is designated to receive within the salary range for the EMPLOYEE'S job classification, excluding any additional types of pay.

Days: Shall mean calendar days unless otherwise stated.

EMPLOYEE: An employee who has successfully completed ~~his/her~~ their twelve (12) month probationary period or any extended probationary period and has been retained in the employ of the Airport Authority.

EMPLOYEE'S Health File: A separate confidential file which is maintained in ~~the Human Resources Division~~ People Operations, and which contains only health-related matters, i.e., Worker's Compensation information, physical examination results, etc. Access to and the procedure for accessing this file is the same as for the EMPLOYEE'S personnel file.

Major Fraction: Fifteen (15) minute intervals of time.

Probationary Employee: An employee who is undergoing a working test period during which the employee is required to demonstrate ~~his/her~~ their ability to carry out the duties for the position to which appointed, transferred or promoted. This period lasts for twelve (12) months and can be extended only upon approval of the ~~President/CEO~~ Chief Operations & Public Safety Officer after having consulted with the Fire Chief.

Regular Rate of Pay: The EMPLOYEE'S base rate of pay plus other additional pay for which the EMPLOYEE'S specific assignment may entitle him/her.

PREAMBLE

This Agreement is made and entered into at Reno, Nevada, pursuant to the provisions of the Nevada Revised Statutes, by and between the Reno-Tahoe Airport Authority (RTAA), Reno, Nevada, a Quasi-Municipal Corporation, hereinafter referred to as the ~~EMPLOYER~~ RTAA, and the Reno Airport Fire Fighters ~~Association~~, IAFF Local ~~2955~~ 731, hereinafter referred to as the UNION.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the ~~EMPLOYER~~ RTAA and the UNION, to provide for equitable and peaceful adjustments of differences which may arise, and to provide proper standards of wages, hours, and other conditions of employment.

ARTICLE 1

RECOGNITION

The ~~EMPLOYER~~ RTAA hereby recognizes the UNION as the exclusive bargaining agent for all ~~SUPERVISORY~~ ~~and~~ NON-SUPERVISORY EMPLOYEES within the bargaining units' positions engaged in fire prevention and suppression in the Reno-Tahoe Airport Authority Fire Department.

The bargaining agent, Reno Airport Fire Fighters ~~Association~~, IAFF Local ~~2955~~ 731, represents both the SUPERVISORY and the NON-SUPERVISORY bargaining units.

ARTICLE 2

MANAGEMENT RIGHTS

1. Those subject matters which are not within the scope of mandatory bargaining, and which are reserved to the Reno-Tahoe Airport Authority without negotiation include:
 - (a) The right to hire, direct, assign or transfer an EMPLOYEE, but excluding the right to assign or transfer as a form of discipline.
 - (b) The right to reduce in force or lay off any EMPLOYEE because of lack of work or lack of funds, subject to Paragraph (v) of Subsection 2 of N.R.S. 288.150.
 - (c) The right to determine:
 - (1) Appropriate staffing levels and work performance standards, except for safety considerations;
 - (2) The content of the workday, including without limitation workload factors, except for safety considerations;
 - (3) The quality and quantity of services to be offered to the public; and
 - (4) The means and methods of offering those services.
 - (d) Safety of the public

2. Notwithstanding the provisions of any collective bargaining Agreement negotiated pursuant to NRS 288 the Reno-Tahoe Airport Authority is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster or civil disorder. Such actions may

include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.

3. Subject to NRS 288. 150 Paragraph 5, the ~~EMPLOYER~~ RTAA shall have the ultimate right and responsibility to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its EMPLOYEES.
4. The ~~EMPLOYER~~ RTAA may, but is not expected to, negotiate matters which are outside the scope of mandatory bargaining, but it is not required to negotiate such matters.

ARTICLE 3

SALARIES

1. BI-WEEKLY PAY

All EMPLOYEES will be paid on each bi-weekly Friday, with salary computed through the preceding Sunday. The amount of pay will be one-twenty-sixth (1/26) of regular annual salary regardless of the number of hours on duty for that period, provided that the EMPLOYEE is on duty as scheduled or on authorized paid absence.

2. SALARY RANGES

(a) Effective on the below dates, the salary schedules for EMPLOYEES ~~hired prior to July 1, 2014 and EMPLOYEES hired on or after July 1, 2014~~ shall be increased as indicated below and as reflected in Appendix A ~~and Appendix B~~. Each EMPLOYEE will receive a like increase on these dates as well:

~~July 1, 2017: 4%~~

~~July 1, 2018: 3%~~

~~July 1, 2019: 2%~~

~~July 1, 2020: 2%~~

July 1, 2022: 7%

July 1, 2023: 4%

July 1, 2024: 3%

3. NEW HIRE SALARIES

Upon hire, an EMPLOYEE will be placed into the Salary Schedule (as reflected in Appendix ~~A~~B) at any step as determined by the ~~EMPLOYER~~ RTAA based upon the EMPLOYEE'S previous paid, full time, all risk fire experience.

4. ANNUAL INCREASES IN PAY

~~(a) Effective July 1, 2017, any EMPLOYEE hired prior to July 1, 2015, will automatically receive, on each of his/her anniversary dates, an increase to the next higher pay step on the Salary Schedule, as indicated in Appendix A (or Appendix B if hired between July 1, 2014 and June 30, 2015), until he/she reaches the maximum of the Salary Schedule.~~

(a) Effective July 1, 2017 ~~2022~~, any EMPLOYEE ~~hired July 1, 2015 or later~~, will be reviewed on ~~his/her~~ their anniversary date through a performance appraisal completed by the EMPLOYEE'S Supervisor based on the EMPLOYEE'S demonstrated performance in the previous twelve (12) month period. The purpose of the performance appraisal is to annually assess an EMPLOYEE'S performance and, if needed, to provide a tool for performance improvement. The EMPLOYEE'S Supervisor will meet with the EMPLOYEE and review the EMPLOYEE'S performance appraisal.

For such EMPLOYEES upon receipt of a "Contributor" or higher performance appraisal rating on the EMPLOYEE'S performance appraisal, the EMPLOYEE will receive an increase to the next higher pay step on the Salary Schedule, as indicated in Appendix AB, effective on the EMPLOYEE'S anniversary date, until ~~he/she~~ they reaches the maximum of the Salary Schedule.

In the event an EMPLOYEE disagrees with the performance appraisal, the EMPLOYEE may within ten (10) calendar days request a meeting with the Fire Chief or his designee to discuss the performance appraisal. The review will be held within ten (10) calendar days of the written request by the EMPLOYEE. The Fire Chief will respond to the EMPLOYEE within ten (10) calendar days.

Within five (5) calendar days of the Fire Chief'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) ~~AIRPORT—AUTHORITY~~ RTAA management employee and two (2) EMPLOYEES selected by the UNION. The ruling of the panel shall be final with any tie decided in favor of the ~~AIRPORT AUTHORITY~~ RTAA.

If an EMPLOYEE'S performance is assessed as an "Unsatisfactory", that EMPLOYEE will be given ninety (90) calendar days to improve ~~his/her~~ their performance to at least a "Contributor". At the end of this ninety (90) calendar days, the EMPLOYEE'S immediate Supervisor will re-assess the EMPLOYEE'S performance. If the performance has been improved to at least a "Contributor", the EMPLOYEE will be moved to the next salary step on the applicable Salary Schedule, effective on the date of this re-assessment.

The Fire Chief or ~~his~~ designee may extend the performance improvement period from ninety (90) calendar days up to one hundred and eighty (180) calendar days.

~~(e) — Once an EMPLOYEE has reached the maximum step on the Salary Schedule, Appendix A or Appendix B, he/she will be eligible to receive a lump sum over maximum payment, per the provisions of Article 45.~~

5. FLSA OVERTIME COMPUTATION

FLSA overtime shall be computed on a fourteen (14) day cycle and shall be paid on each bi-weekly Friday.

6. RATIFICATION BONUS. Employees employed as of the date of UNION ratification of this Agreement shall be eligible for a \$7,500 bonus after UNION ratification and RTAA Board of Trustee approval. This bonus shall be paid no later than 1 week after ratification and approval.

ARTICLE 4

HOURS OF WORK

1. The regular work day and work week for line EMPLOYEES shall consist of, respectively, a twenty-four (24) hour day and, on an annual average, a fifty-six (56) hour week. Any changes in the number of hours in the regular work week or work day shall be subject to negotiations.
2. The work schedule for line EMPLOYEES may consist of two consecutive twenty four (24) hour shifts on duty followed by ninety-six (96) hours off duty. Any changes in the work schedule shall be negotiated with the UNION, prior to implementing the changes.

ARTICLE 5

OVERTIME COMPENSATION

1. Overtime/Compensatory Time Earned: EMPLOYEES may be required to remain on duty beyond their regular shift or to work hours in addition to regularly scheduled hours.

(a) Line EMPLOYEES will be compensated for overtime work at the rate of one and one-half (1-1/2) times the base rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours.

(b) Overtime will be earned in increments of one-quarter (1/4) hours.

(c) EMPLOYEES may choose to elect compensatory time in lieu of overtime pay. The accrual of compensatory time shall not be a pre-condition to overtime opportunities. Compensatory time will be earned at one and one half (1½) times for each hour of overtime worked.

EMPLOYEES may also elect compensatory time in lieu of holiday pay. Twelve (12) hours of compensatory time will be earned for each holiday an EMPLOYEE elects to put into compensatory time.

(d) Overtime will be added to the payroll for the period during which the overtime is performed. If time is lost during the regular work week for unexcused absence, then overtime pay shall not prevail until the overtime hours worked exceed the unexcused absence hours. It is understood that nothing in this Article shall require payment for overtime hours not worked. All overtime must have the previous authorization of the Fire Chief if compensation therefore is to be affected.

2. Use of Compensatory Time: An EMPLOYEE may take compensatory time off in lieu of vacation leave. An EMPLOYEE may request compensatory time off by submitting an absence request form indicating the use of compensatory time.

No more than ~~one-sixth (1/6)~~ two-sixth (2/6) of the shift complement shall be scheduled off at any one time for vacation, compensatory time off and reasonably scheduled sick leave and/or military leave (see Article 21 - Military Leave, paragraph 2, regarding scheduled leave).

3. Option to Cash Out Compensatory Time: An EMPLOYEE wishing to be paid for any accrued compensatory time, will notify the ~~EMPLOYER~~ before the end of the pay period if ~~he/she~~ they wishes to be paid for accrued compensatory time and will indicate the number of hours ~~he/she~~ they wishes to cash out. Payment for compensatory time shall be included in the EMPLOYEE'S bi-weekly payroll check. Compensatory time shall be paid at the EMPLOYEE'S current rate of pay.
4. Maximum Accruals and Required Cash Out: The maximum amount of compensatory time that may be accrued at any one time for any EMPLOYEE shall be four hundred and eighty (480) hours. On the last payroll check in June of each fiscal year, up to ninety-six (96) hours of accrued compensatory time will be rolled over into the new fiscal year and any balance will be paid out at the EMPLOYEE'S current rate of pay as of the last pay period in June of each fiscal year and will be included in the EMPLOYEE'S regular payroll check.
5. The provisions of this Article shall be applied in a manner consistent with the Fair Labor Standards Act (FLSA). In the event of any conflict or inconsistency between this Article and the FLSA, the provisions of FLSA shall prevail as a minimum.

ARTICLE 6

CALL BACK

1. Any EMPLOYEE who is called back by ~~his/her~~ their supervisor to work during hours outside ~~his/her~~ their regularly scheduled straight time hours, which hours will not abut ~~his/her~~ their regularly scheduled shift hours, will receive a minimum of two (2) hours pay at the applicable hourly rate.
2. Call back for line EMPLOYEES will be compensated for at the rate of one and one-half (1-1/2) times the base rate of pay for each hour or portion thereof worked in excess of regularly scheduled hours. Call back shall not be construed as overtime for purposes of retirement contributions.
3. Line EMPLOYEES called back for emergencies such as aircraft incidents, multiple alarms, natural disasters, civil disorders, and the like shall be compensated at a rate of two and one-tenth (2-1/10) times the EMPLOYEE'S base rate of pay for such call back hours worked.
4. The provisions of this Article shall be applied in a manner consistent with the Fair Labor Standards Act (FLSA). In the event of any conflict or inconsistency between this Article and the FLSA, the provisions of FLSA shall apply as a minimum.

ARTICLE 7

VACATION

1. Line EMPLOYEES will be granted vacation benefits as follows:

<u>Years of Continuous Service</u>	<u>Vacation Earning Rate Per Biweekly Pay Period</u>
Less than 5 years	7.0 hours
5 years but less than 10 years	8.5 hours
10 years but less than 15 years	10.0 hours
15 years but less than 20 years	11.5 hours
20 years or more	13.0 hours

Vacation hours shall be accrued for each pay period the EMPLOYEE is in full pay status a major portion of ~~his~~ their regularly scheduled bi-weekly hours.

2. Hours of vacation may be accumulated, provided that no EMPLOYEE may accumulate earned vacation in excess of the number of vacation hours allowed for twenty-four (24) months in the service of the ~~EMPLOYER RTAA~~, and not more than this number of vacation hours may be taken within any calendar year, subject to staffing requirements. An EMPLOYEE shall be paid at ~~his/her~~ their regular hourly rate for each hour of vacation time taken. Holidays, as enumerated in this Agreement, occurring within the vacation period will not be counted against vacation hours.

No more than ~~one-sixth (1/6)~~ two-sixth (2/6) of the shift compliment shall be scheduled off at any one time for vacation, compensatory time off and reasonably scheduled sick and/or military leave (see Article 21 - Military Leave, paragraph 2, regarding scheduled leave).

3. EMPLOYEES voluntarily separated from the ~~EMPLOYER RTAA~~ shall lose all rights for computing prior service upon reemployment by the ~~EMPLOYER RTAA~~.

4. Vacation benefits shall not accrue to EMPLOYEES classified as seasonal, temporary or part-time nor shall employment in any of these classifications be allowed as credit in computing earned vacation for an individual who subsequently becomes a full-time EMPLOYEE.
5. Upon termination of employment, each EMPLOYEE shall be compensated at ~~his~~ their regular hourly rate for ~~his~~ their total vacation hours accrued.
6. The Fire Chief shall establish a list showing seniority within the Fire Department to be used for vacation scheduling. The most senior EMPLOYEE within the department shall have first choice of vacation. The list shall be brought up to date each year in July and posted on the Fire Station bulletin boards.

ARTICLE 8

SICK LEAVE

1. Line EMPLOYEES covered by this Agreement shall earn seven (7) hours of sick leave per bi-weekly pay period. Sick leave hours shall accrue for each pay period the EMPLOYEE is in full pay status for a majority of the EMPLOYEE'S regularly scheduled bi-weekly hours.

2. Sick leave may be granted when the EMPLOYEE is incapacitated due to illness, injury, pregnancy, childbirth, or adoption. Sick leave may also be granted when the EMPLOYEE is quarantined, receiving required medical or dental services or examinations, or upon need to provide care due to injury or illness of the EMPLOYEE'S spouse, children, parents, siblings, grandparents, parents-in-law, Nevada registered domestic partners or other legal dependent, or in the event of the death of the EMPLOYEE'S spouse, children, parents, siblings, grandparents, grandchildren, parents-in-law, siblings-in-law, or other legal dependent, and the EMPLOYEE must notify the immediate supervisor prior to taking such leave. If an EMPLOYEE does not have adequate accrued sick leave time, the EMPLOYEE may be granted the use of other accrued leave time if any, in lieu thereof. In no case, however, will sick leave time be used or granted as vacation time.
 - (a) In all cases, the **EMPLOYER'S RTAA's** Family and Medical Leave Act (FMLA) provisions shall apply as a minimum.

 - (b) No more than ~~one-sixth (1/6)~~ two-sixth (2/6) of the shift compliment shall be scheduled off at any one time for vacation, compensatory time off and reasonably scheduled sick and/or military leave (see Article 21 - Military Leave, paragraph 2, regarding scheduled leave).

3. Sick leave shall be charged on the basis of actual time used to the nearest quarter (1/4) hour. Holidays occurring during sick leave periods shall not be counted as sick leave time.

4. An EMPLOYEE requesting sick leave must provide the Fire Chief with evidence acceptable to the Fire Chief to substantiate the request if required.

5. Annual Sick Leave Cash Out

(a) Any EMPLOYEE who has accumulated more than twelve hundred (1200) hours of sick leave as of the last pay day of the calendar year, has the option of "cashing out" those sick leave hours in excess of twelve hundred (1200) hours into their EMPLOYER RTAA deferred compensation account up to maximum of 375 hours each year. The following formula will be used to determine the rate of cash out:

<u>Years of Continuous Service</u>	<u>Sick Leave Cash Out Rate of Pay</u>
5 years but less than 10 years	12.5¢ on the Dollar
10 years but less than 20 years	25.0¢ on the Dollar
20 years or more	50.0¢ on the Dollar

(b) Sick leave cash out into deferred compensation will occur once upon the signing of this Agreement and then on the first pay date in February of each year. Election to cash out sick leave must be made by notifying ~~Human Resources~~ People Operations in writing/via e-mail no later than January 1st of each year ~~(with the exception of the initial cash out which will require notification within 30 days of the signing of the Agreement, to be cashed out within 60 days after signing).~~

6. Upon termination of employment, each EMPLOYEE shall be compensated for ~~his/her~~ their total sick leave hours accrued at the following rates:

<u>Years of Continuous Service</u>	<u>Sick Leave Buy Out Rate of Pay</u>
5 years but less than 10 years	12.5¢ on the Dollar
10 years but less than 20 years	25.0¢ on the Dollar
20 years or more	50.0¢ on the Dollar

ARTICLE 9

HOLIDAYS

1. Regular paid holidays are:

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- Washington's Birthday (Third Monday in February)
- Juneteenth (June 19)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Nevada Day (Last Friday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day After Thanksgiving (Fourth Friday in November)
- Christmas Eve (December 24)
- Christmas Day (December 25)
- Floating Holiday (1 only)

2. Each line EMPLOYEE shall receive twelve (12) hours pay at ~~his/her~~ their regular rate in those periods in which a holiday occurs, whether the EMPLOYEE works or is off on the actual holiday.

3. Designated Holidays - Eligibility Requirements:

- (a) Holiday pay benefits apply to all regular EMPLOYEES.
- (b) An EMPLOYEE who is on paid leave of absence will be eligible for holiday pay for a designated holiday observed during the leave of absence.
- (c) An EMPLOYEE scheduled to work on a designated holiday who does not report and is not excused will forfeit the holiday pay premiums.

- (d) In order to receive holiday pay an EMPLOYEE must be in pay status the day immediately before and the day immediately after the holiday.
4. Should a line EMPLOYEE be required to work overtime on a holiday, ~~he/she~~ they shall receive one and one-half (1-1/2) times ~~his/her~~ their regular straight time pay for each hour worked, in addition to the twelve (12) hours received as holiday pay. There shall be no compounding of the applicable overtime pay.
 5. Any EMPLOYEE who has not taken ~~his/her~~ their Floating Holiday by the last paycheck in June of any given year, will receive twelve (12) hours of holiday pay at ~~his/her~~ their regular straight time pay for the Floating Holiday, paid ~~on the last paycheck in June of that year~~ into the EMPLOYEE'S post-employment health plan account per Article 47 of this Agreement.
 6. Upon termination of employment, any EMPLOYEE who has not taken ~~his/her~~ their Floating Holiday will receive twelve (12) hours of holiday pay at ~~his/her~~ their regular straight time pay for the Floating Holiday, paid on the EMPLOYEE'S final paycheck.

ARTICLE 10

PROMOTIONS

1. ~~Driver/Operator~~ Engineer and Captain vacancies shall be filled by the best qualified applicant available and the ~~EMPLOYER~~ RTAA will promote from within whenever possible. The ~~EMPLOYER~~ RTAA encourages all qualified existing EMPLOYEES to apply for promotional opportunities.

2. The RTAA will make a reasonable effort to ensure that a current eligibility list is maintained so promotional vacancies may be filled in an expedient manner.
 - a. If the ~~EMPLOYER~~ RTAA decides to fill ~~a Driver/Operator~~ an Engineer or Captain vacancy and a current eligibility list exists, the Fire Chief will have discretion to interview and select from the top three (3) or fewer candidates on the list to fill the vacancy. The EMPLOYEE selected will be promoted effective within two (2) pay periods after the separation date of the EMPLOYEE vacating the position, the date the decision to fill the vacancy has been made or the date the Fire Chief makes his selection, whichever occurs later.

 - b. If no current eligibility list exists, the following shall apply:
 - 1) Length of Service Requirement

~~Driver/Operator~~ Engineer: EMPLOYEES must have four (4) years paid, full time, all- risk Fire experience, two (2) of which must be as an EMPLOYEE of the Airport Fire Department.

Captain: EMPLOYEES must have six (6) years paid, full time, all-risk Fire experience, three (3) of which must be as an EMPLOYEE of the Airport Fire Department.

2) Job Announcement - The job announcement shall be posted on the fire station bulletin board for a minimum period of fourteen (14) calendar days for internal application acceptance purposes.

3) Testing Requirements

- (a) Those individuals seeking promotion shall be required to take a written, practical, or an oral exam, or some combination thereof.
- (b) Any exam will be conducted no less than thirty (30) calendar days after the closing date of the job announcement.
- (c) If a written exam is administered, it shall be a certified test and job specific to Airport Fire Protection. If a practical or oral exam is administered, it shall be specific to the department's equipment and conducted by impartial evaluators, a majority of whom shall be from local, paid, full time, all-risk area fire departments. Representatives from these departments will be ranked at or above the position being tested.
- (d) A list shall be established from the names of those EMPLOYEES who have passed all the exams and shall be ranked in order of highest to lowest total scores. This list shall be valid for a minimum of twelve (12) months unless extended by mutual agreement of the UNION and the **EMPLOYER RTAA**. Any extension may not exceed twelve (12) months.
- (e) If there are **less fewer** than two (2) EMPLOYEES who pass all the written/practical/exam requirements, the **EMPLOYER RTAA** may open the recruitment to external candidates. In these cases, total experience requirements will apply as indicated in section **2(a)b.1**), above, but RTAA Airport Fire Department will not be necessary.

- 4) The Chief will have discretion to interview and select from the top three (3) or ~~less~~ fewer candidates on the list to fill the ~~Driver/Operator~~ Engineer or Captain vacancy.

If any individual is not selected for the position of ~~Driver/Operator~~ Engineer or Captain two times, ~~he/she~~ they upon request, shall have a conversation with the Fire Chief explaining the reason for non-selection.

- 5) Promoted individuals shall become eligible for confirmation into their new position upon completion of a twelve (12) month qualifying period.
 - 6) If the EMPLOYEE is unable to be confirmed into the new position because ~~he/she is~~ they are unable to demonstrate the ability to perform the new position, then ~~he/she~~ they shall be returned to ~~his/her~~ their former job position and rate of pay. If another EMPLOYEE has filled the EMPLOYEE'S prior position, then that EMPLOYEE shall also be returned to ~~his/her~~ their former job position and rate of pay, and so on. (There shall not be any gain in any benefits if this occurs).
3. EMPLOYEES eligible for promotional examinations shall be given appropriate time off to take the examination and return to duty. Such time off shall not result in any loss of pay.
 4. The ~~EMPLOYER~~ RTAA agrees to consider any suggestions made by the UNION regarding examination content and EMPLOYEE readiness for the position.
 5. Any EMPLOYEE who is promoted shall be moved onto the new position's salary schedule at the same step as the EMPLOYEE is currently on (e.g. EMPLOYEE is at 3 Year Anniversary step for Fire Fighter; upon promotion to ~~Driver/Operator~~ Engineer will be moved to that position's 3 Year Anniversary step).
 6. A promotion made hereunder is not final until any ~~resulting~~ grievances have been resolved.

ARTICLE 11

ESTABLISHMENT OF NEW CLASSIFICATIONS

The ~~EMPLOYER~~ RTAA reserves the right to establish new classifications which may fall within the scope of this Agreement, including requirements and wage rates. Wage rates for new classifications will become subjects of bargaining upon expiration of this Agreement. The ~~EMPLOYER~~ RTAA shall notify the UNION President of all changes to the job classifications covered by this Agreement.

ARTICLE 12

SENIORITY LIST

The Fire Chief shall establish a list showing seniority within the Fire Department, and it shall be updated each year in July and posted on the Fire Station bulletin boards.

ARTICLE 13

NON-DISCRIMINATION

1. It is a prohibited practice for a local government employer or its designated representatives, willfully, to discriminate based on any state or federally protected category.
 - a. Any complaint alleging a violation of ~~this Article~~ any state or federally protected category ~~shall first~~ may be submitted to ~~Human Resources~~ People Operations ~~and if not resolved;~~ and/or to the appropriate administrative agency having responsibility for enforcing state or federal laws governing non-discrimination in employment. Discrimination complaints of any state or federally protected category are not subject to the Grievance Procedure.
2. Complaints of discrimination because of participation in the Union (RAF 731) are subject to the grievance procedure up to and including arbitration.

ARTICLE 14

SAFETY AND HEALTH

1. The ~~EMPLOYER~~ RTAA and the UNION 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 working conditions or to discuss other safety related items, as needed. The Committee shall include one (1) UNION representative, one (1) or more representatives from the ~~EMPLOYER~~ RTAA and may include representatives from other groups/associations within the Reno-Tahoe Airport Authority. Time spent during committee meetings for the UNION representative participating in the Joint Safety Committee will be considered work time for the purposes of compensation. The selection of the ~~RAFFA~~ representative for the Joint Safety Committee will be the UNION's responsibility.
2. Nothing in paragraph 1, above, is intended to prohibit discussion between the ~~EMPLOYER~~ RTAA and the UNION over departmental safety concerns. An EMPLOYEE may bring departmental safety concerns to the attention of the Fire Chief at any time.
3. All Authority provided safety equipment must be used in the performance of duties.
4. The ~~EMPLOYER~~ RTAA shall pay for a complete physical examination including but not limited to the physical examination set forth by NFPA, ANSI, and NRS 617. All EMPLOYEES must have these physical examinations. Such physical examinations will be performed by a facility on a list mutually agreed to by the parties. The current facilities on this list shall be: Renown Occupational Health and ARC Health & Wellness. Other facilities may be added as agreed to by the parties.

5. EMPLOYEES will be paid for any time actually spent in the completion of the physical examination and related tests by indicating this time on their timecard (minimum of one (1) hour will apply).
6. A copy of the results of all physical examinations will be placed in the EMPLOYEE'S health file located in ~~Human Resources~~ People Operations. Progress resolving any conditions the examining physician reports needing to be resolved, shall be monitored with subsequent physical examinations as reasonably necessary. Such subsequent necessary physical examinations, but not treatment, must be paid for by the ~~EMPLOYER~~ RTAA.
7. EMPLOYEES must be physically and mentally capable of performing the functions necessary to protect the health and safety of the public. No EMPLOYEE may report for duty or remain on duty if ~~he/she is~~ they are mentally or physically impaired from performing the essential and critical functions of ~~his/her~~ their position. If an EMPLOYEE believes ~~he/she is~~ they are physically or mentally unfit for duty, the EMPLOYEE has the affirmative obligation to so advise the Fire Chief or ~~his/her~~ designee. If the ~~EMPLOYER~~ RTAA has a reasonable and articulable reason to believe an EMPLOYEE is unable to perform the essential and critical functions of ~~his/her~~ their position, the ~~EMPLOYER~~ RTAA may, at no expense to the employee, require the EMPLOYEE to undergo a physical evaluation intended to determine the EMPLOYEE'S ability to perform the essential and critical functions of the position. The content of the physical evaluation will be determined by the ~~EMPLOYER~~ RTAA and shall be directly related to the EMPLOYEE'S ability to perform the essential and critical functions of ~~his/her~~ their position.

ARTICLE 15

BULLETIN BOARDS

The UNION may post notices involving UNION business on a bulletin board to be provided and installed by the ~~EMPLOYER~~ RTAA. The bulletin board will be twenty-four (24) square feet and will be installed in a location having reasonable access and visibility. Access to the bulletin board, if locked and/or enclosed, shall be limited to RTAA management and UNION Officers.

ARTICLE 16

WORK RULES

1. The ~~EMPLOYER~~ RTAA may adopt rules and regulations consistent with the Nevada Revised Statutes and this Agreement. In addition to any other legal requirements (including N.R.S. 288), no rule, regulation, nor amendment or cancellation thereof shall become effective until notice thereof has been posted in the fire station for a period of nine (9) consecutive work days. The ~~EMPLOYER~~ RTAA or the UNION may request meetings to discuss their views relative to working rules and proposed changes therein.
2. The parties agree that ~~a single manual of~~ manuals containing all current directives, bulletins, policy procedures, operational notices, memos and other materials relating to the Fire Department's operational policies and administration policies shall be issued in a manner of proper index, consecutive number and date of issue. Said manuals shall be updated no less frequently than annually, but the failure to update shall not cause any rule to be void or unenforceable.

ARTICLE 17

UNION BUSINESS

1. Three (3) members of the Union Negotiating Committee shall be granted leave from duty with full pay for a reasonable number of meetings between the ~~EMPLOYER~~ RTAA and the UNION for the purpose of negotiating the terms of the Contract when such meetings take place at a time when such members are scheduled to be on duty.
2. One (1) member of the Union Grievance Committee, one (1) aggrieved employee and any witness shall be granted leave from duty with full pay for all meetings between the ~~EMPLOYER~~ RTAA and the UNION for the purpose of processing grievances when such meetings take place at the time when such members are scheduled to be on duty. Grievance leave from duty shall not exceed an aggregate total of sixty (60) hours per year. It shall be the responsibility of the Union President to control the usage and provide the ~~Director of Human Resources and the Director of Finance and Administration~~ Chief People, Culture & Equity Officer and the Chief Finance Officer with a monthly record of those hours expended from the "pool" during the preceding month by the individual(s) concerned.
3. The Executive Board members of the UNION shall have access to a "pool" of 120 hours per year of UNION business leave of absence time. Each of the members may draw upon this "pool" as may be required to conduct UNION business until such time as the 120 man-hours per year is exhausted. It shall be the responsibility of the Union President to control the usage and provide the ~~Director of Human Resources~~ Chief People, Culture & Equity Officer with a monthly record of those hours expended from the "pool" during the preceding month by the individual(s) concerned.
4. Subject to scheduling conflicts, the ~~EMPLOYER~~ RTAA agrees to allow the UNION to use ~~EMPLOYER~~ RTAA property for UNION meetings.

~~5. 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 UNION made concessions, the value of which offsets the paid time described above for the period as defined in Article 48—
Duration.~~

ARTICLE 18

UNIFORM ALLOWANCE

1. The ~~EMPLOYER~~ RTAA shall provide all uniforms, turnouts and safety equipment needed by the EMPLOYEE. In addition, the ~~EMPLOYER~~ RTAA will replace said uniforms, turnouts and safety equipment on an as needed basis, as determined by the Fire Chief and consistent with paragraph two (2) below. Any replacement of uniforms, turnouts and/or safety equipment required because of the negligence or misuse by the EMPLOYEE, as determined by the Fire Chief, shall be at the sole expense of the EMPLOYEE.
2. The uniforms, turnouts and safety equipment will conform to all current safety standards such as, but not limited to, NFPA, OSHA, NIOSH and FEMA, etc.
3. The ~~EMPLOYER~~ RTAA shall pay each EMPLOYEE \$425.00 per year to cover costs for cleaning of said uniforms; payment to be made on the first payday in June.

ARTICLE 19

JURY DUTY

1. Any EMPLOYEE receiving notice of jury duty shall submit a copy of the notice to ~~his/her~~ their supervisor promptly and shall work as much of ~~his/her~~ their regularly scheduled shift as such jury duty permits.

2. EMPLOYEES appearing for jury duty shall receive their regular pay for the period of absence caused by jury duty and will remit jury duty checks (less their expenses for jury duty) to the Finance Division.

ARTICLE 20

ON-THE-JOB INJURY

1. In the event an EMPLOYEE is absent from work due to an on-the-job injury, illness, or occupational disease, which is accepted by the ~~EMPLOYER'S~~ RTAA Workers Compensation carrier, the ~~EMPLOYER~~ RTAA shall pay that EMPLOYEE the difference between awarded Temporary Total Disability (TTD) or Temporary Partial Disability (TPD) payments and the EMPLOYEE'S regular, base rate of pay for ~~his/her~~ their current position, calculated at an average of 112 hours per pay period. An EMPLOYEE will be eligible for this supplemental compensation for a period of ninety (90) calendar days for each separate and unique injury, illness, or occupational disease, unless the following provisions apply: 1) ~~he/she is~~ they are able to perform ~~his/her~~ their regular duties; 2) ~~he/she is~~ they are able to perform a temporary modified duty assignment in the Fire Department (Note: EMPLOYEE'S that have been released to return to work with restrictions that do not jeopardize their safety or the safety of other EMPLOYEES will be guaranteed a temporary modified duty assignment in the Fire Department not to exceed ninety (90) calendar days); or 3) ~~he/she~~ they becomes qualified to receive permanent disability compensation, whichever event occurs first. Payment of supplemental compensation will be applied retroactively to the first day of eligibility for TTD or TPD. During such period, the EMPLOYEE will accrue sick and vacation benefits as if ~~he/she~~ they were in full pay status. Further, during such period the ~~EMPLOYER~~ RTAA will continue its full contribution toward the EMPLOYEE'S group medical insurance coverage. The EMPLOYEE may remain in full pay status by endorsing ~~his/her~~ their Worker's Compensation TTD/TPD check over to the ~~EMPLOYER~~ RTAA. The ~~EMPLOYER~~ RTAA will then pay the EMPLOYEE an amount equal to the TTD/TPD payment and the supplemental compensation.
 - (a) The ~~EMPLOYER~~ RTAA recognizes that an EMPLOYEE must be on medically certified leave from work for at least five (5) days due to an accepted on-the-job injury, illness, or occupational disease, before ~~he/she is~~ they are eligible for TTD/TPD. Under these circumstances, the ~~EMPLOYER~~ RTAA will pay an EMPLOYEE ~~his/her~~ their full regular

salary for up to the first five (5) days of absence. If an EMPLOYEE subsequently becomes eligible for TTD/TPD for these days, ~~he/she~~ they will endorse that Worker's Compensation check over to the ~~EMPLOYER~~ RTAA.

- (b) EMPLOYEES performing a temporary modified duty assignment in the Fire Department may work an altered schedule, dependent upon their medical restrictions and the temporary modified duty assignment. EMPLOYEES will remain in full pay status while performing the temporary modified duty assignment in the Fire Department, even if their medical restrictions call for less than a full day of work. EMPLOYEES working a temporary modified duty assignment will continue to accrue sick and vacation benefits, as they are in full pay status. The ~~EMPLOYER~~ RTAA will also continue its full contribution toward the EMPLOYEE'S group medical insurance. If an employee receives TTD/TPD for these days, ~~he/she~~ they will endorse that Worker's Compensation check over to the ~~EMPLOYER~~ RTAA.
- (c) If an employee is performing a temporary modified duty assignment that, due to the nature of the EMPLOYEE'S restrictions, causes the employee to work anything other than ~~his/her~~ their regular shift assignment, any vacation/sick/comp leave requested off during that alternative assignment shall be deducted at a rate of 1.25 hours per day.

If an EMPLOYEE requests only a portion of a day, the amount of leave deduction will be calculated by multiplying the number of hours of requested leave by 1.4 and then rounding to the nearest quarter hour.

Regular call-in or leave request procedures must be followed by an employee requesting vacation/sick/comp leave during temporary modified duty assignments.

2. If an EMPLOYEE continues to be absent from work due to an on-the-job injury, illness, or occupational disease after receiving supplemental compensation for ninety (90) calendar days, the EMPLOYEE may continue to remain in a full pay status by using accrued sick, vacation and/or comp time in conjunction with TTD/TPD payments. An EMPLOYEE may elect to endorse ~~his/her~~ their TTD/TPD check over to the ~~EMPLOYER~~ RTAA in exchange for ~~his/her~~ their full paycheck as set forth above.
3. If the EMPLOYEE exhausts all of ~~his/her~~ their accrued sick, vacation and/or comp time, the EMPLOYEE may apply for, or be placed on, a medical leave of absence without pay for up to the maximum period specified under Article 42, section 3, a.
4. EMPLOYEES with an on-the-job injury which has been accepted by the ~~EMPLOYER'S~~ RTAA's Workers Compensation carrier, that are found ineligible for TTD/ TPD by the Worker's Compensation carrier or a hearing/appeal agency, are ineligible for supplemental compensation. These EMPLOYEES may apply for paid, or unpaid sick or medical leave as specified under the provisions of Article 8, Sick Leave or Article 42, Leave of Absence. If all paid and/or approved unpaid leave has been exhausted, the EMPLOYEE shall immediately file all necessary paperwork to initiate the retirement process. If applicable, a temporary modified duty assignment in the Fire Department may apply. The EMPLOYEE, ~~EMPLOYER~~ RTAA and UNION shall work to expedite the retirement process.
5. Should an EMPLOYEE be rated by the Worker's Compensation carrier with a permanent partial disability or a permanent total disability that leaves the EMPLOYEE unable to perform all of the essential functions of ~~his/her~~ their current position, the EMPLOYEE shall immediately file all necessary paperwork to initiate the retirement process. The EMPLOYEE, ~~EMPLOYER~~ RTAA and UNION shall work to expedite the retirement process.

ARTICLE 21

MILITARY LEAVE

1. Any EMPLOYEE who is an active member of the Nevada National Guard, or any reserve component of the United States Armed Forces, shall be relieved from ~~his/her~~ their duties, upon request, to serve under orders on training duty without loss of pay or accrued time for a period not to exceed three (3) calendar weeks (8 shifts/192 hours) in any one fiscal year, and as provided by State and Federal laws without loss of seniority. Paid leave may be extended an additional seven (7) shifts/ 168 hours if an EMPLOYEE provides orders which mandate additional days of required service.
2. No more than ~~one-sixth (1/6)~~ two-sixth (2/6) of the shift complement shall be scheduled off at any one time for vacation, compensatory time off and reasonably scheduled sick and/or military leave. No previously approved vacation shall be cancelled solely because another employee on the same shift is called up to military leave. Military leave granted in excess of one-hundred ninety-two (192) hours in any fiscal year will not prevent employees on the same shift from being approved for vacation/ compensatory time.
3. In the event of military activation by either the Governor of the State of Nevada or the President of the United States for any period of time, the EMPLOYEE shall be allowed to resume ~~his/her~~ their normal duties without a loss of classification or seniority.

ARTICLE 22

POLITICAL ACTIVITY

1. EMPLOYEES may engage in political activity that is not prohibited by State laws.
2. EMPLOYEES will not engage in political activity while on duty or in uniform. Political activity, for the purposes of this section of Article 22, is activity to elect or defeat any candidate, political party or ballot issue.

ARTICLE 23

RETIREMENT

The ~~EMPLOYER~~ RTAA will pay one hundred percent (100%) of all retirement contributions for EMPLOYEES covered under this contract as required by N.R.S. 286. No provision of this article shall be deemed to waive any provision of Chapter 286 of N.R.S. in respect to "Early Retirement".

Future Public Employees Retirement System (PERS) rate increases/decrease on and after July 1, 2015, will be split equally between the ~~EMPLOYER~~ RTAA and the EMPLOYEE. The Salary Schedule (Appendix A ~~and Appendix B~~) and the salary of each EMPLOYEE shall be considered to be automatically decreased by one-half (1/2) of any PERS increase and increased by one-half (1/2) of any PERS rate decrease.

ARTICLE 24

PROGRESSIVE AND CORRECTIVE DISCIPLINARY ACTION

Progressive and corrective disciplinary action is designed to provide a fair and structured way for EMPLOYEES to improve their job performance and/or behavior which does not meet the standards or demands of their position and to provide a system for fair and equitable treatment of those EMPLOYEES who will not or cannot bring their performance up to expected standards.

1. It is the policy of the **EMPLOYER RTAA**, through a progressive and corrective discipline system, to give EMPLOYEES an opportunity to improve their job performance and/or behavior which does not meet the standards or demands of their position. An EMPLOYEE may be summarily dismissed (i.e. instant dismissal without notice) only in the event of gross misconduct.

The goal of the progressive and corrective discipline system is to correct or improve unsatisfactory performance/behavior and the measures utilized will be commensurate with the deficiency to be corrected.

If an EMPLOYEE has a reasonable belief that discipline or other adverse consequences may result from what they say during an investigatory interview, the EMPLOYEE has the right to request UNION representation at the interview. The exercise of the EMPLOYEE'S right to representation at an investigatory interview may not unduly delay the investigatory interview.

2. Progressive and corrective disciplinary action may begin at any of the steps defined below, depending on the seriousness of the offense committed, the frequency of occurrence, or the cumulative effect of multiple minor infractions. Disciplinary actions are to be documented on a Disciplinary Action form, a copy of which is attached hereto as Appendix **CB**.

- (a) Verbal Warning/Reprimand - A verbal warning or reprimand is given to the EMPLOYEE for the first occurrence of a minor offense. The warning is administered by the EMPLOYEE'S immediate supervisor or Fire Chief.
- (b) Written Warning/Reprimand - A written or formal warning is given to the EMPLOYEE in the first instance of more serious offenses or after repeated instances of minor offenses. The warning is administered by the EMPLOYEE'S immediate supervisor or Fire Chief. It states the nature of the offense and specifies any future disciplinary action which will be taken against the EMPLOYEE if the offense is repeated within a specified time limit. A copy of the written warning is placed in the EMPLOYEE'S personnel file, but it is destroyed twelve (12) months following the date on which it was given if the intervening service has been satisfactory. If the intervening service has not been satisfactory, the Fire Chief may extend the expiration of the warning/reprimand for up to an additional twelve (12) months. The Fire Chief will provide justification for the extension to the UNION and the ~~VP of Human Resources~~ Chief People, Culture & Equity Officer. The EMPLOYEE is required to read and sign the formal warning and has the right to appeal if the EMPLOYEE thinks the warning is unjustified.
- (c) Suspension Without pay
- (1) If, despite previous warnings, an EMPLOYEE still fails to reach the required standards in the specified time frame, the EMPLOYEE may be suspended without pay. Under suspension, the EMPLOYEE is barred from working for a period of time and ~~his/her~~ their salary is docked accordingly. Suspension without pay actions could range from one (1) to ten (10) shifts for line personnel.
- (2) An EMPLOYEE may also be placed on suspension without pay pending discharge. A decision to suspend pending discharge is made

based on the reasons for the discharge and is generally utilized when the EMPLOYEE is suspected of gross misconduct or when ~~his/her~~ their continued presence during the investigation period would be a disruption to normal airport business.

If the EMPLOYEE is found to have been suspended inappropriately, pay and benefits for the period of suspension will be reinstated (except that if insurance has lapsed, coverage for time passed cannot be reinstated).

3. Dismissal - An EMPLOYEE who fails to correct unsatisfactory performance/ behavior during previous steps in the progressive discipline procedure will be terminated. In the case of a serious infraction (gross misconduct), an EMPLOYEE may be summarily dismissed (i.e. instant dismissal without notice) without benefit of the progressive and corrective discipline's sequence of lesser actions.
4. Unless otherwise directed by the EMPLOYEE, the UNION shall be notified, within three (3) work days, of any disciplinary materials placed in an EMPLOYEE'S personnel file.

ARTICLE 25

PERSONNEL FILES

1. The ~~EMPLOYER~~ RTAA will maintain a personnel and health file on each EMPLOYEE.
2. Any EMPLOYEE has the right to review their personnel file and/or health file upon request in ~~the Human Resources Division~~ People Operations. This right is limited to the individual EMPLOYEE to review ~~his/her~~ their own personnel file and/or health file. However, an EMPLOYEE may, with proper release forms, permit ~~his/her~~ their personnel file and/or health file to be reviewed by a party so authorized, upon presentation of properly executed forms to the ~~Director of Human Resources~~ Chief People, Culture & Equity Officer, which form shall be developed by the ~~Human Resources Division~~ People Operations.
3. EMPLOYEES are encouraged to place in their files any educational or other accomplishments that serve to recognize an achievement bearing on both the EMPLOYEE and the ~~EMPLOYER~~ RTAA.
4. Only those people working in ~~the Human Resources Division~~ People Operations, those people in the immediate chain of command of the EMPLOYEE, the President/CEO, ~~the Executive Vice President/COO, and the Vice President of Operations and Public Safety~~ and Chief Operations & Public Safety Officer shall have access to an EMPLOYEE'S files. In addition, the ~~EMPLOYER'S~~ RTAA's authorized attorney/attorneys shall have the right to access an EMPLOYEE'S files for legitimate personnel purposes related to discipline, complaints, grievances, arbitrations, and lawsuits involving the EMPLOYEE.
5. Any RTAA person accessing an EMPLOYEE'S files shall sign a file entry roster unless the access is the normal day-to-day access made by EMPLOYEES working in ~~the Human Resources Division~~ People Operations.

6. Any derogatory materials placed in an EMPLOYEE'S files shall be copied to the EMPLOYEE. The time, date and name of the individual responsible for placing derogatory information into a file shall also be given to the EMPLOYEE.
7. Any EMPLOYEE under this policy, upon reviewing ~~his/her~~ their personnel file and/or health file, who finds inaccurate or misleading material, may prepare and present to ~~the Human Resources Division~~ People Operations a clarifying statement pertaining to the document in question requesting removal of said document from ~~his/her~~ their personnel file and/or health file.
8. No information from any EMPLOYEE personnel file and/or health file may be given to a for-profit-business without the written permission of the EMPLOYEE.

ARTICLE 26

GRIEVANCE PROCEDURE

1. A grievance is a disagreement between an individual, or the UNION, and the ~~EMPLOYER~~ RTAA concerning interpretation, application or enforcement of the terms of this Agreement.
2. In the spirit of maintaining harmonious and cooperative relations, the parties agree they are committed to resolving disputes at the lowest level possible and will promptly attempt to adjust all grievances arising between them. Toward this end, the UNION shall notify the Fire Chief of any dispute to allow the Chief an opportunity to informally resolve the matter.

Nothing contained herein shall preclude an EMPLOYEE with or without representation, from bringing a problem not covered herein through the chain of command to the Fire Chief and the President/CEO on an informal basis.

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

For the purpose of this Article, a "day" is defined as any calendar day except Saturdays, Sundays or holidays.

3. Documentation of Grievance: For the purpose of this Article, all UNION correspondence at each step in the grievance procedure shall be submitted to the ~~Director of Human Resources~~ Chief People, Culture & Equity Officer or ~~his/her~~ their representative.
4. If the Fire Chief cannot informally resolve the matter, the UNION Grievance Committee shall proceed as follows:

Step 1: Within ten (10) days of knowledge of the occurrence, the UNION may submit a signed written grievance.

Within ten (10) days from the date the written grievance is received, a fact-finding meeting will be held with the UNION to review and discuss the grievance for attempted resolution. The meeting will include the UNION, the ~~Vice President of Operations and Public Safety~~ Chief Operations & Public Safety Officer and any other ~~EMPLOYER RTAA~~ representatives the ~~EMPLOYER RTAA~~ deems necessary. The above may occur with or without the presence of the grievant.

The ~~EMPLOYER'S RTAA's~~ response to the grievance shall be made in writing within ten (10) days of the conclusion of the meeting and delivered via e-mail to the RAFFA President or ~~his/her~~ their designee.

Step 2: When a grievance remains unresolved after Step 1, within ten (10) days following receipt of the Step 1 response, the UNION may submit the grievance to Step 2.

Within ten (10) days from the date the written grievance is received, the President/CEO or ~~his/her~~ designee shall hold a meeting with the UNION to review and discuss the grievance for attempted resolution. The meeting will include the UNION, the President/CEO or ~~his/her~~ designee and any other ~~EMPLOYER RTAA~~ representatives the ~~EMPLOYER RTAA~~ deems necessary.

Step 3: When a grievance remains unresolved after Step 2, within ten (10) days following the Step 2 response, the UNION may submit the grievance to arbitration.

a. With the exception of items b and c, below, the Arbitrator shall be selected in the manner prescribed by the Voluntary Labor

Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted under the rules of the American Arbitration Association. The list of arbitrators may be obtained from the American Arbitration Association or the Federal Mediation and Conciliation Service (FMCS) at the option of the grievant. With the mutual consent of the parties, expedited arbitration may be used.

- b. Upon submission of the grievance to arbitration, the UNION and the ~~EMPLOYER~~ RTAA will request a panel of seven (7) arbitrators from the American Arbitration Association (AAA) or the Federal mediation and Conciliation Service (FMCS).
- c. The parties will make alternate strikes from the AAA or 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.
- d. The findings of this Arbitrator shall be final and binding on all parties concerned.
- e. The costs of arbitration shall be borne as follows:
 - (1) The expenses, wages and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred such as professional services, consultations, preparation of briefs and data to be presented to the Arbitrator shall be borne separately by the respective parties.

- (2) The Arbitrator's fees and expenses, and the cost of any hearing room shall be borne by the losing party to the arbitration. The Arbitrator shall specify the payor of costs.
 - (3) If a court reporter is requested by either party, the requesting party shall pay the costs of the reporter. If the other party desires a copy of the transcript, that party will reimburse the other party ½ of the full cost of court reporter's fee. If the Arbitrator requires a reporter and transcript, the parties will share the cost equally.
5. Time Limits: With the mutual agreement of the parties, the time periods mentioned above may be extended.

If the UNION fails to comply with the time periods set out above, the grievance will be considered to be waived and abandoned.

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

6. Excluding an Arbitrator's decision, finding or award, any settlement of a grievance between an EMPLOYEE and the ~~EMPLOYER~~ RTAA shall be consistent with the terms and provisions of this Agreement.

ARTICLE 27

INSURANCE

1. The ~~EMPLOYER~~ RTAA agrees to pay the monthly premiums (as indicated in 2, below) for the following insurance benefits for each covered bargaining unit EMPLOYEE who elects health insurance:

- a. Medical Insurance
- b. Dental Insurance
- c. Vision Insurance
- d. Employee Life & AD&D Insurance (\$40,000)
- e. Dependent Life Insurance (\$10,000)

2. Effective July 1, 2015, the ~~EMPLOYER~~ shall pay EMPLOYEE and dependent premiums for the coverage listed in 1.a. – 1.e., above, subject to the following limitations:

~~F/Y 2017-2018 through 2020-2021~~ FY 2022-2023 through 2024-2025

<u>COVERAGE</u>	<u>PERCENTAGE</u>
Employee Only	100%
Dependents	85%

The EMPLOYEE will be responsible for dependent premium amounts via automatic payroll deduction.

3. The UNION is responsible for obtaining their own insurance program. The UNION may participate in the existing ~~EMPLOYER~~ RTAA group insurance program(s), within the limitations of applicable enrollment periods and provisions of the insurance contract.

4. The following provisions shall apply:

- (a) The ~~EMPLOYER~~ RTAA retains the right to audit any books or financial statements of the insurance plan provider, its insurance carrier(s), and/or

administrator(s). If the results of any audit disclose that the actual premium for health insurance coverage for EMPLOYEES was lower than the amounts paid by the EMPLOYER RTAA during any period, then in such event the UNION shall reimburse to the EMPLOYER RTAA the amount of the difference between the actual premiums and the amounts paid by the EMPLOYER RTAA.

- (b) The UNION agrees that it will provide the EMPLOYER RTAA, within ninety-six (96) hours upon receipt by the UNION, copies of all written correspondence (except Explanations of Benefits) involving the UNION's insurance plan provider, insurance carrier(s), and/or administrator(s).
 - (c) The EMPLOYER RTAA agrees to deduct from the paychecks of each EMPLOYEE in the bargaining unit who has elected health insurance coverage, the amount to cover any dependent coverage. Upon receipt of an itemized invoice from the UNION, the EMPLOYER RTAA agrees to pay by the fifteenth (15th) day of each month the amount of the premium due for each covered EMPLOYEE up to the amounts stated in paragraph 2, above. Such payment shall be made directly to the appropriate insurance plan provider.
5. The UNION agrees to indemnify and hold the EMPLOYER RTAA harmless against any and all claims, suits, orders, judgments or grievances brought or issued against the EMPLOYER RTAA as a result of any action taken or not taken by the EMPLOYER RTAA or the UNION with respect to health insurance outside those specific requirements set forth above. The UNION also agrees to hold the EMPLOYER RTAA harmless for any and all insurance claims arising during the lifetime of their insurance contract should the UNION desire to be part of the EMPLOYER RTAA insurance group.

ARTICLE 28

PAYROLL DEDUCTIONS

1. The **EMPLOYER RTAA** agrees to deduct bi-weekly dues in the amount certified to be current by the Treasurer of the UNION from the pay of those who individually request in writing that such deductions be made. The **EMPLOYER RTAA** will not honor any blanket request by the UNION for payroll deductions.
2. The total amount of deductions shall be remitted by the **EMPLOYER RTAA** to the Treasurer of the UNION by the deposit of said deductions to the bank account of the UNION, the bank to be designated by the Treasurer of the UNION, as soon as reasonably possible after the end of the pay period in question.
3. This authorization for payroll deduction of dues shall remain in full force and effect during the term of this Agreement; provided, however, individual EMPLOYEE may rescind a request that dues be deducted at any time and such written rescission will be honored by the **EMPLOYER RTAA**.
4. The UNION will indemnify, defend, and hold the **EMPLOYER RTAA** harmless against any claims made and against any suits instituted against the **EMPLOYER RTAA** on account of any action taken or not taken by the **EMPLOYER RTAA** in good faith under the provisions of this Article.
5. The **EMPLOYER RTAA** agrees to provide an automatic payroll check deposit program. Those EMPLOYEES wishing to participate in this program will have the net amount of their paycheck automatically deposited to their bank account. Barring issues with the automatic payroll check deposit program, this automatic deposit will occur Friday morning of the payday week. Automatic deposits can be made by the **EMPLOYER RTAA** to any bank or savings and loan with a bank routing number.

On payday, instead of a paycheck, participating EMPLOYEES will receive a paper or electronic voucher detailing their gross pay, deductions, and sick and vacation hour balances.

6. The EMPLOYEE'S earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate UNION dues. When a member, in good standing of the UNION is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an EMPLOYEE who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over UNION dues.

ARTICLE 29

EDUCATION AND DEVELOPMENT

An EMPLOYEE will be reimbursed for educational training courses taken subsequent to approval of the Fire Chief and ~~Director of Human Resources~~ Chief People, Culture & Equity Officer pursuant to the following:

1. The training must be related to the required skill or education for the EMPLOYEE'S current position or to a logical career path with the ~~EMPLOYER~~ RTAA.
2. Only a full-time EMPLOYEE will be eligible for reimbursement for course work after successful completion of the probationary period. Further eligibility may be determined by the Fire Chief in accordance with the departmental training program approved by the President/CEO.
3. The EMPLOYEE must submit application for approval for tuition reimbursement through the Fire Chief to the ~~VP of Human Resources~~ Chief People, Culture & Equity Officer prior to the start of the educational course and requests will be denied if the ~~EMPLOYER~~ RTAA determines that the educational course does not meet the requirements of sections 1 and 2, above, or if the ~~EMPLOYER'S~~ RTAA's fiscal year Tuition Reimbursement budget limit has already been reached based on requests previously submitted and approved.
4. No EMPLOYEE will be reimbursed more than \$1500.00 per fiscal year. There will be no reimbursement if the cost is assumed by any other institution, scholarship or grant-in-aid.
5. Reimbursable expenses shall be restricted to tuition and course fees. While courses shall be normally taken on the EMPLOYEE'S own time, exception may be granted by the Fire Chief, in which case hours from work must be deducted from earned vacation or be recorded as an unpaid, excused absence.

6. Reimbursement will be effected upon presentation of evidence to substantiate the expense, evidence of passing grade/certification of completion.

ARTICLE 30

PERSONNEL REDUCTION

In the event of a personnel reduction in accordance with Article 2(1)(b), such reduction shall be effected as follows:

1. The EMPLOYEE with the least seniority, in accordance with Article 12, shall be laid off first.
2. No new EMPLOYEE shall be hired until the last laid off EMPLOYEE has been given the opportunity to return to work.
3. An EMPLOYEE called for rehire will have one week from the date of the notification to accept rehire and will then need to start within thirty (30) days of acceptance. Any EMPLOYEE declining rehire, will be given two (2) additional opportunities to return to work.
4. It is the responsibility of the laid off EMPLOYEE to keep the **EMPLOYER RTAA** notified of ~~his/her~~ their current contact information and to maintain readiness for rehire, which includes maintaining all current certifications required for new hires, with the exception of the live fire training or newly required certifications for new hires occurring subsequent to lay off. In such cases rehires will be required to obtain these certifications after return to work. To maintain these certifications, laid off EMPLOYEES will be allowed to attend scheduled RTAA Fire department training free of charge.
5. If the most senior laid off EMPLOYEE declines rehire, the next senior EMPLOYEE will be contacted following the same procedure as in 4, above.
6. If all laid off EMPLOYEES decline rehire, the recruitment may be opened to external candidates.

ARTICLE 31

ACTING IN A HIGHER CLASSIFICATION

1. Those EMPLOYEES who are ordered to fill a higher classification due to the absence or incapacitation of the incumbent of the higher classified position shall be ~~entitled to an increase of five percent (5%) in salary for the time acting in such higher classified position for all hours worked. However, no acting pay will be provided until the EMPLOYEE has worked in the higher classified position for a minimum of two (2) consecutive shifts. In that event, the pay will be retroactive to the date the EMPLOYEE first acted in the higher position.~~ paid the actual pay of the confirmed rank being filled at the acting EMPLOYEE'S current step.

The acting pay shall be paid on the payroll for the pay period within which the position was filled for time acting in the higher classification for each one quarter (1/4) of an hour worked in that position.

- ~~(a) In the event a titled incumbent of the higher classified position works for a short period of time (4 or less hours) due to a shift trade during an acting EMPLOYEE'S two (2) consecutive twenty four (24) shifts, the acting EMPLOYEE will still be entitled to be paid the 5% acting pay.~~
- ~~(b) In the above circumstances, the acting EMPLOYEE will be expected to continue to perform the higher duties when the titled incumbent is on shift, unless a major incident occurs.~~

2. Those EMPLOYEES who are ordered to fill a higher classification due to the absence or incapacitation of the incumbent of the higher classified position for what is expected to be a long term assignment (60 calendar days or more) shall be ~~entitled to an increase of five percent (5%) in salary~~ paid the actual pay of the confirmed rank being filled at the acting EMPLOYEE'S current step for the time acting in such higher classified position for all hours paid.

3. The EMPLOYER shall consider, as a minimum, the following factors in determining whether the EMPLOYEE shall be ordered to fill a higher classification.
 - (a) The level of responsibility of the higher classification being filled;
 - (b) The necessity of temporarily filling the higher classified position; and
 - (c) Whether the responsibilities can temporarily be absorbed by peers or superiors.

ARTICLE 32

NO STRIKES/NO LOCKOUT

1. Neither the UNION nor any EMPLOYEE covered by this Agreement will promote, sponsor, or engage in any strike against the ~~EMPLOYER~~ RTAA; slow down; or interruption of operation; concentrated stoppage of work; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or on any other intentional interruption of the operations of the ~~EMPLOYER~~ RTAA regardless of the reason for so doing.
2. The ~~EMPLOYER~~ RTAA will not lock out any EMPLOYEES during the term of this Agreement as a result of a labor dispute with the UNION.

ARTICLE 33

TRANSFERS

1. If a vacancy occurs on a particular shift, then the ~~EMPLOYER~~ RTAA will post the vacancy for ten (10) work days in the station. The ~~EMPLOYER~~ RTAA will give first consideration to EMPLOYEE requests in filling the vacancy.

2. Nothing herein shall be construed to reduce the authority of management to transfer or assign EMPLOYEES under N.R.S. 288 and the Management Rights clause.

ARTICLE 34

EXCHANGE OF TIMES

1. Represented EMPLOYEES shall have the right to exchange time provided it does not interfere with the operation of the Fire Department. There are two types of exchanges available: Shift Trades and Paid Trades.
2. Shift Trades: an EMPLOYEE will trade one or more of ~~his/her~~ their shifts (or any portion thereof) in agreement to work one or more (or any portion thereof) of another EMPLOYEE'S shifts. Each EMPLOYEE will be paid as if they had worked ~~his/her~~ their regularly scheduled shift.
3. Paid Trades: an EMPLOYEE will be paid to work for another EMPLOYEE, without the need for that EMPLOYEE to work any hours/shifts in return. This payment will be made via paycheck to the working EMPLOYEE at the originally scheduled EMPLOYEE'S rate; with a subsequent reduction of the same amount of hours taken from the originally scheduled EMPLOYEE'S compensatory time bank or vacation bank (bank to be used will be indicated by the EMPLOYEE). Notice of the Paid Trade will be made via e-mail to the Fire Chief with a carbon copy sent to the Payroll Administrator.

This Paid Trade will not count against the ~~one-sixth (1/6)~~ two-sixth (2/6) of the shift compliment being off at one time, however, it may only occur when ~~one-sixth (1/6)~~ two-sixth (2/6) of the shift compliment is already scheduled off.
4. No obligation, financial or otherwise, shall accrue to the ~~EMPLOYER~~ RTAA on account of such exchanges of time.
5. If an EMPLOYEE who agreed to work becomes incapable of performing any portion of a previously approved Shift/Paid Trade, it is the obligation of the EMPLOYEE originally scheduled to work to obtain coverage for the shift.

6. If an EMPLOYEE fails to report for an agreed upon Shift Trade or Paid Trade, the EMPLOYEE failing to report to work will be charged the equivalent incurred cost to the ~~EMPLOYER~~ RTAA for replacement, out of their accrued compensatory leave or vacation leave once compensatory leave is exhausted at the rate of 1½ hours for each hour not worked (e.g., overtime replacement of 24 hours equals 36 hours of compensatory/vacation leave charged). If no overtime is incurred, then the EMPLOYEE failing to report to work will only be charged compensatory leave or vacation leave once compensatory leave is exhausted at the regular rate.
7. If an EMPLOYEE resigns and still has a Shift Trade owed to him/her that will occur after the effective date of the resignation, the EMPLOYEE who still owes the Shift Trade will have hours deducted from ~~his/her~~ their compensatory leave or vacation leave once compensatory leave is exhausted based on the amount of hours that the resigning EMPLOYEE worked for him/her. Those hours will then be paid out to the resigning EMPLOYEE at the originally scheduled EMPLOYEE'S rate and the Shift Trade will be cancelled.
8. If a resigning EMPLOYEE owes another EMPLOYEE a Shift Trade that will occur after the effective date of the resignation, the resigning EMPLOYEE will have hours deducted from ~~his/her~~ their final paycheck based on the amount of hours that the other EMPLOYEE worked for ~~him/her~~ them. Those hours will then be paid out to the other EMPLOYEE at the originally scheduled EMPLOYEE'S rate and the Shift Trade will be cancelled.
9. Nothing herein shall be construed to diminish the ~~EMPLOYER'S~~ RTAA's management rights under N.R.S. 288 or the Management Rights clause hereof.

ARTICLE 35

DEATH IN FAMILY

In the event of a death in the immediate family of an EMPLOYEE or the immediate family of the EMPLOYEE'S spouse, the EMPLOYEE shall be granted up to forty-eight (48) hours per calendar year off with pay without loss of any accrued time. Any additional leave taken under this Article will require the use of accrued sick leave. The immediate family shall be defined as a spouse, parent, sibling, child, grandchild and grandparent, or any other person living in ~~his/her~~ their home.

ARTICLE 36

POLYGRAPH EXAMINATIONS

No EMPLOYEE shall be compelled to submit to a polygraph examination against ~~his/her~~ their will. No disciplinary action or other recrimination shall be taken against a member for refusing to submit to polygraph examinations. Testimony regarding whether an EMPLOYEE refused to submit to polygraph examination shall be confined to the fact that, "The Reno-Tahoe Airport Authority does not compel Fire Department personnel to submit to polygraph examinations." This article, however, does not apply to applicants in the hiring process.

ARTICLE 37

AMENDING PROCEDURE

It is agreed that no provision of this Agreement may be amended without the mutual agreement of the parties.

ARTICLE 38

PREVAILING RIGHTS

1. Benefits, including present working conditions, previously existing will not be diminished by any provision or failure of any provision of this Agreement, without mutual consent of the parties.
2. There will be no change in any matter covered by this Agreement without the mutual consent of the parties.
3. There will be no change in any matter within the scope of representation without negotiations as required by N.R.S. 288.

ARTICLE 39

COMMUNICABLE DISEASE

1. In the event an EMPLOYEE covered under this Agreement or ~~his/her~~ their supervisor suspects that, as a result of the course of duty, ~~he/she has~~ they have been exposed to, or is the carrier of a serious communicable disease; the EMPLOYEE may be relieved of duty without the loss of any pay or sick leave and shall be taken immediately to a local emergency hospital or an appropriate treatment facility as determined by the Fire Captain on duty for diagnosis and treatment. It shall be the responsibility of the supervisor to determine if or when the EMPLOYEE is permitted to leave duty for this purpose.

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

ARTICLE 40

CONSOLIDATION

The **EMPLOYER** RTAA agrees to negotiate, including binding arbitration, with UNION representatives over the impact and effect on represented EMPLOYEES on any decision to consolidate, contract, subcontract, etc. us with any other fire department/agency.

ARTICLE 41

SAVINGS CLAUSE

1. This Agreement is the entire agreement of the parties.
2. Should any provision of this Agreement be found to be in contravention of any Federal or State Law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended.
3. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change of management responsibility, geographically or otherwise in the location or place of business of either party.

ARTICLE 42

LEAVE OF ABSENCE

Leaves of Absence are available to accommodate the compelling needs of EMPLOYEES when other forms of allowable absence are not available.

1. In all cases, the ~~EMPLOYER'S~~ RTAA Family and Medical Leave Act (FMLA) shall apply as a minimum, if applicable.
2. Leaves of absence with pay may be granted for medical purposes. Use of accrued sick leave (leave with pay) may be approved in cases of sickness, injury, pregnancy, childbirth or adoption. If absence is over five (5) work days duration, it becomes a medical leave of absence and must meet criteria for leave of absence as well as criteria for general use of sick leave. A doctor's statement may be required when applicable as determined by the ~~EMPLOYER~~ RTAA. Upon exhausting accrued sick leave an EMPLOYEE may request a medical leave without pay.
3. Leaves of absence without pay may be granted by the ~~President/CEO~~ Chief Operations & Public Safety Officer for medical disability when an EMPLOYEE has exhausted paid sick leave or for personal reasons. Policies regarding each are as follows:

- (a) Medical - Medical leaves of absence without pay may be granted in cases of sickness, injury, pregnancy, childbirth or adoption.

Medical/disability leaves of absence may be granted for a justifiable period of time up to ninety (90) calendar days. Extensions may be granted up to a total of 180 calendar days.

- (b) Personal - Leaves of absence without pay for purposes other than medical/disability may be granted at the discretion of the Fire Chief with approval of the ~~President/CEO~~ Chief Operations & Public Safety Officer.

- (1) An EMPLOYEE who requests a leave of absence for vacation or similar purposes is required to exhaust accrued vacation time prior to the start of an unpaid leave of absence of more than five (5) work days. An EMPLOYEE who requests a leave of absence for personal emergency or similar purposes is not required to exhaust vacation time prior to the leave. Whether the reason for the leave of absence requires prior use of accrued vacation shall be at the Fire Chief's discretion. However, in all cases where a leave in excess of ninety (90) calendar days is requested, vacation accrual must first be exhausted.
- (2) Personal leaves of absence without pay may be granted for a maximum of six (6) months.

4. Effect of Leave of Absence Without Pay on EMPLOYEE Benefits:

- (a) Time spent on an unpaid leave of absence of over thirty (30) calendar days will not be counted as time employed in determining an EMPLOYEE'S eligibility for benefits that accrue on the basis of length of employment.
- (b) An EMPLOYEE on an unpaid leave of absence of over thirty (30) calendar days will not accrue vacation or sick leave during the leave of absence.
- (c) An EMPLOYEE on an unpaid leave of absence of over thirty (30) calendar days shall not be entitled to receive ~~EMPLOYER~~ RTAA paid group insurance premiums but is entitled to assume the premium payments if the insurance policy allows. The EMPLOYEE must agree in writing to assume the premium payment.
- (d) Upon notifying the ~~EMPLOYER~~ RTAA of ~~his/her~~ their intention to return to employment an EMPLOYEE shall be reinstated to ~~his/her~~ their original job.

- (e) Upon return from any unpaid leave of absence over thirty (30) calendar days, the EMPLOYEE'S anniversary date will be adjusted by the amount of time out of pay status.

5. Procedures and Responsibilities

- (a) EMPLOYEE - EMPLOYEES seeking a leave of absence are required to:

- (1) Notify the Fire Chief as far as possible in advance of the need for a leave of absence.
- (2) Obtain and complete an "Absence Request" form and submit it for approval to the Fire Chief (forms available from ~~Human Resources~~ People Operations or Supervisor).
- (3) Provide support documentation such as physician's written statement, military orders, adoption papers, etc. (if applicable).
- (4) If approved, maintain contact with the ~~EMPLOYER~~ during the leave regarding prognosis and/or possible return date. Notify supervisor at earliest possible date of intended date of return.
- (5) 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.

- (b) Supervisor - The EMPLOYEE'S captain will review the "Absence Request" and forward it to the Fire Chief with ~~his/her~~ their recommendation/comments.

- (1) The Fire Chief will review and act upon a request for leave of absence in consideration of the following factors:

- (i) The purpose for which the leave is requested;
 - (ii) The length of time the EMPLOYEE will be away; and
 - (iii) The effect the leave will have on the ability of the department to carry out its responsibilities.
 - (2) The Fire Chief may approve a leave of absence without pay of five (5) calendar days or less.
 - (3) A leave of absence without pay over five (5) calendar days must have recommendation from the Fire Chief and ~~Director of Human Resources~~ Chief People, Culture & Equity Officer and be approved by the ~~President/CEO~~ Chief Operations & Public Safety Officer.
 - (4) Approved requests are forwarded to ~~the Human Resources Division~~ People Operations for appropriate disposition.
 - (5) The captain will ensure that a properly coded time sheet is submitted biweekly to the Finance Division during the duration of the approved leave.
6. The Fire Chief may approve twenty-four (24) hours of leave to an EMPLOYEE for emergency leave, without loss of any accrued time.

ARTICLE 43

DEFERRED COMPENSATION/CAFETERIA PLAN

EMPLOYEES are eligible to participate in the deferred compensation program that the ~~EMPLOYER~~ RTAA has implemented.

EMPLOYEES are eligible to participate in the Reno-Tahoe Airport Authority 125 Cafeteria Plan that the ~~EMPLOYER~~ RTAA has implemented. EMPLOYEES are only eligible to participate in the following areas: Medical Insurance Premium Plan, Dependent Care Assistance Plan, and the Medical Expense Reimbursement Plan.

ARTICLE 44

INCENTIVE PAY

1. EMPLOYEES will be granted incentive pay as follows:

<u>Incentive Category</u>	<u>Annual Incentive Pay Rate</u>
Current EMT-D Certification	\$400.00
Current Haz Mat Operation Level Certification	\$400.00
EMS Coordinator (limit 1 employee)	\$400.00
Current Instructor Certification	\$400.00
1. EMS Instructor	
2. CPR and First Aid Instructor	
3. Haz Mat Instructor	
4. Confined Space Instructor	

- ~~2. EMPLOYEES are eligible to receive incentive pay for all four (4) of the above categories, for a total of no more than \$1600.00 in annual incentive pay. EMPLOYEES are eligible to receive incentive pay for only one (1) current Instructor Certification Subcategory and incentive pay for Instructor Certification will not be compounded for those EMPLOYEES having multiple Instructor Certifications. To receive the Instructor Certification incentive pay, the EMPLOYEE must remain certified and teach a class in which he/she is an instructor in his/her certification. EMPLOYEES must have a certification for the entire fiscal year to receive incentive pay for that certification. Each June 1 the UNION will provide Human Resources with a summary sheet indicating each incentive pay category EMPLOYEES are eligible for, with a copy of each EMPLOYEE'S current certification attached.~~
- ~~3. EMPLOYEES shall receive incentive pay on the last payday in June for that fiscal year's certification and instruction.~~

~~4. Any employee who is hired after July 1, 2008 will be required to have an EMT certification as a minimum qualification for any position and will not be eligible for the incentive pay described in paragraph 1, above.~~

- a. 30 Semester Credits: 1.5%
- b. Associate Degree: 3%
- c. Bachelor Degree: 5%
- d. Instructor: 4%
- e. EMT-Advanced: 4%
- f. EMT-Paramedic 7%

5. Education

- a. An employee must have a declared major at an accredited college or university in fire science, fire prevention technologies, emergency management, a field directly related to chemistry or medical care services and credits towards an Associate degree or possess a degree from an accredited college or university in fire science, fire prevention technologies, emergency management, a field directly related to chemistry or medical care services or a degree approved by the Fire Chief and People Operations.
- b. To receive education incentive, employees must have successfully completed the initial probation period required at the time the employee was hired by the Fire department.
- c. An eligible employee shall receive an additional 1.5%, 3%, or 5% of the EMPLOYEE'S base wage, payable biweekly.
- d. An employee requesting educational pay shall be required to provide a certified transcript to People Operations and will receive the incentive pay beginning the first full pay period following the date of receipt by People Operations.

- e. An employee may only receive compensation for one education incentive, based on the highest level for which they qualify.

6. Instructor

- a. An employee who maintains certification as a Fire Instructor I, Hazmat Technician, Confined Space Instructor, CPR/First Aid Instructor and/or EMS Instructor will receive an incentive pay shall receive an additional 4% of the top Firefighter pay step, payable biweekly.
- b. An employee requesting instructor pay shall be required to provide a copy of their certification to People Operations and will receive the incentive pay beginning the first full pay period following the date of receipt by People Operations.
- c. An employee is eligible for only one Instructor incentive.

7. Emergency Medical Technician

- a. An employee who maintains a State of Nevada and/or National Registry Emergency Medical Technician Advanced certification will receive an additional 4% of the EMPLOYEE'S base wage, payable biweekly.
 - 1. Any employee who is hired after July 1, 2022, will be required to have an EMT Advanced certification as a minimum qualification for any position and will not be eligible for the incentive pay as described in the paragraph, above.
- b. Up to six (6) employees who maintain a State of Nevada and/or National Registry Emergency Medical Technician Paramedic certification will receive an additional 7% of the EMPLOYEE'S base wage, payable biweekly.

- c. An employee requesting EMT pay shall be required to provide a copy of their certification to People Operations and will receive the incentive pay beginning the first full pay period following the date of receipt by People Operations.

- d. An employee may only receive compensation for one EMT incentive, based on the highest level certification.

ARTICLE 45

LONGEVITY LUMP SUM OVER MAX PAY

- ~~1. Any EMPLOYEE that has reached his/her maximum on the Salary Schedule, as indicated in Appendix A or Appendix B, will be reviewed on his/her anniversary date through a performance appraisal completed by the EMPLOYEE'S Supervisor based on the EMPLOYEE'S demonstrated performance in the previous twelve (12) month period. The EMPLOYEE'S Supervisor will meet with the EMPLOYEE and review the EMPLOYEE'S performance appraisal.~~

- ~~2. Upon receipt of a "Contributor" or higher performance appraisal rating on the EMPLOYEE'S performance appraisal, the EMPLOYEE will receive one and one half percent (1½%) of his/her current annual base wage, paid to the EMPLOYEE in a lump sum on his/her paycheck, less normal deductions. The parties agree such performance evaluation will be completed within sixty (60) calendar days of the EMPLOYEE'S anniversary date and, if not, the EMPLOYEE'S performance will be deemed to be "Contributor" and the lump sum payment will be paid to the EMPLOYEE on the EMPLOYEE'S next paycheck.~~

- ~~3. In the event an EMPLOYEE disagrees with the performance appraisal, the EMPLOYEE may within ten (10) calendar days request a meeting with the Fire Chief or his designee to discuss the performance appraisal. The review will be held within ten (10) calendar days of the written request by the EMPLOYEE. The Fire Chief will respond to the EMPLOYEE within ten (10) calendar days. Within five (5) calendar days of the Fire Chief's response, an "Unsatisfactory" performance appraisal rating may be appealed to a panel made up of one (1) employee from the Human Resources department, one (1) AIRPORT AUTHORITY management employee and two (2) EMPLOYEEES selected by the UNION. The ruling of the panel shall be final with any tie decided in favor of the AIRPORT AUTHORITY.~~

~~4. If an EMPLOYEE'S performance is assessed as an "Unsatisfactory", that EMPLOYEE will be given ninety (90) calendar days to improve his/her performance to at least a "Contributor". At the end of this ninety (90) calendar days, the EMPLOYEE'S immediate Supervisor will re-assess the EMPLOYEE'S performance. If the performance has been improved to at least a "Contributor", the EMPLOYEE will receive one and one half percent (1½%) of his/her current annual base wage, paid to the EMPLOYEE in a lump sum on his/her paycheck, less normal deductions.~~

~~5. The Fire Chief or his designee may extend the performance improvement period from ninety (90) calendar days up to one hundred and eighty (180) calendar days.~~

1. Each EMPLOYEE who has completed five (5) years of service with the RTAA will be eligible for longevity pay in addition to their regular salary, beginning at the start of the first full pay period after the EMPLOYEE reaches five (5) years of service with the RTAA.

2. EMPLOYEES will earn longevity pay at the rate of one half of one percent (0.5%) for each year of service with the RTAA, up to a maximum payment cap of 12.5%.

3. Years of service for calculation of longevity pay shall include full time service with the RTAA, excluding time for temporary employment, leave of absence, or lapse of service. For the purposes of longevity pay, an EMPLOYEE'S rehire date will be used to determine length of service if an EMPLOYEE terminates and is then rehired.

4. Eligible EMPLOYEES will receive longevity pay based on the top Firefighter pay step, payable biweekly.

5. Increases to an EMPLOYEE'S longevity percentage, will begin the start of the first full pay period after the EMPLOYEE'S RTAA anniversary date.

ARTICLE 46

LEGAL INDEMNIFICATION

1. If a member of the bargaining unit is a defendant in a civil action resulting from the performance of ~~his/her~~ their duties, the ~~EMPLOYER~~ RTAA shall to the extent required by NRS 41.0349 indemnify him/her for any Losses incurred in such civil action.
2. Such indemnification shall not apply unless: (1) the person submits a timely request for a defense in accordance with NRS 41.0339; (2) the person cooperates in good faith in the defense of the action; (3) the act or omission was within the scope of ~~his/her~~ their public duty; and (4) the act or omission was not wanton or malicious.
3. Such indemnification shall not apply to any claim or award of punitive damages.

ARTICLE 47

POST EMPLOYMENT HEALTH PLAN

1. The **EMPLOYER RTAA** and the UNION have agreed to establish an Internal Revenue Code 501(c) 9 plan to address the issue of post-employment health care. The plan provides each EMPLOYEE with an individual account to provide for post-employment health benefits through the following funding formulas:
 - (a) Effective October 1, 2017 – June 30, 2021, the **EMPLOYER RTAA** will contribute \$92.31 each pay period (26 pay periods per year) into each EMPLOYEE'S individual plan account.
 - (b) An amount equal to \$60.00 of each EMPLOYEE'S salary per pay period (26 pay periods per year) shall be contributed into ~~his/her~~ their plan account.
 - (c) If an EMPLOYEE has greater than 116 hours of compensatory time as of the last pay period of any fiscal year (prior to any roll-over of hours), the **EMPLOYER RTAA** shall contribute 20 hours of that EMPLOYEE'S compensatory time into their plan account at 100% of their base pay.
 - (d) If an EMPLOYEE has greater than 200 hours of vacation accrual as of the last pay period of any fiscal year, the **EMPLOYER RTAA** shall contribute 20 hours of that EMPLOYEE'S vacation accrual into their plan account at 100% of their base pay.
 - (e) If an EMPLOYEE has not used ~~his/her~~ their floating holiday as of the last pay period of any fiscal year, the **EMPLOYER RTAA** shall contribute that EMPLOYEE'S floating holiday (12 hours) into their plan account at 100% of their base pay.
 - (f) If an EMPLOYEE with the indicated years of service has greater than 600 hours of sick accrual as of the last pay period of any fiscal year, the

~~EMPLOYER~~ RTAA shall contribute 20 hours of that EMPLOYEE'S sick accrual into their plan account at the indicated percentage of their base pay:

Years of Service	% of Base Pay
5 but less than 10	12.5%
10 but less than 20	25%
20 or more	50%

ARTICLE 48

LABOR AND MANAGEMENT

The Fire Chief agrees to meet with labor representatives once monthly, or more often by mutual consent, for a two (2) hour session to discuss problems and objectives of mutual concern. The Fire Chief may bring other RTAA Fire Department personnel that the Chief deems necessary.

ARTICLE ~~48~~ 49

DURATION

1. This Agreement shall become effective and retroactive to ~~July 1, 2017~~ July 1, 2022, and shall continue until ~~June 30, 2021~~ June 30, 2025.
2. By February 1, ~~2021~~ 2025, the parties 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. This written notice shall include a general list of Articles each party desires to open.
3. The parties shall promptly commence negotiations. If the parties have not reached agreement by April 10th, either party may submit the dispute to an impartial factfinder at any time for his/her findings. The factfinder shall make recommendations of the unresolved issues.
4. If the parties have not reached an agreement within ten (10) work days after the Factfinders Report is submitted, all issues remaining in dispute shall be submitted to an arbitrator. The arbitrator shall, within ten (10) work days after the final offers are submitted, accept one of the written statements, and shall report his decision to the parties.
5. The Impartial Factfinder and the Binding Arbitrator shall be from the American Arbitration Association and all hearings shall be conducted by A.A.A. rules. The list of arbitrators may be obtained from the Los Angeles Regional Office or the San Francisco Regional Office.
6. In the event that future agreements are not reached prior to July 1 of that year, all awards rendered by the final binding arbitrator shall be retroactive to July 1 of the year negotiations commence.

SIGNATORIES TO AGREEMENT

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

Dated this _____ day of July 2022.

RENO-TAHOE AIRPORT AUTHORITY

By _____
Daren Griffin, President/CEO

By _____
Larry Harvey, Chief People, Culture & Equity Officer

RENO AIRPORT FIREFIGHTERS, IAFF LOCAL 731

By _____
Ryan Green, President

By _____
Martin Smith, Vice President

APPENDIX A

SALARY SCHEDULE FOR PERSONNEL COVERED BY THIS
AGREEMENT HIRED PRIOR TO 7/1/14

Effective July 1, 2017—June 30, 2018 (Reflects 4% Increase to Steps)

	<u>Entry</u>	<u>1-Year Anniversary</u>	<u>2-Year Anniversary</u>	<u>3-Year Anniversary</u>	<u>4-Year Anniversary</u>
Fire Fighter	45,191	52,123	59,055	65,987	72,919
Driver/Operator	50,381	57,924	65,466	73,009	80,551
Captain	57,671	66,072	74,473	82,873	91,274

Effective July 1, 2018—June 30, 2019 (Reflects 3% Increase to Steps)

	<u>Entry</u>	<u>1-Year Anniversary</u>	<u>2-Year Anniversary</u>	<u>3-Year Anniversary</u>	<u>4-Year Anniversary</u>
Fire Fighter	46,547	53,687	60,826	67,966	75,106
Driver/Operator	51,893	59,661	67,430	75,199	82,968
Captain	59,401	68,054	76,707	85,360	94,013

Effective July 1, 2019—June 30, 2020
(Reflects 1% Increase to Steps due to PERS Contribution Increase)

	<u>Entry</u>	<u>1-Year Anniversary</u>	<u>2-Year Anniversary</u>	<u>3-Year Anniversary</u>	<u>4-Year Anniversary</u>
Fire Fighter	47,012	54,224	61,435	68,646	75,857
Driver/Operator	52,411	60,258	68,105	75,951	83,798
Captain	59,995	68,734	77,474	86,213	94,953

Effective July 1, 2020—June 30, 2021 (Reflects 2% Increase to Steps)

	<u>Entry</u>	<u>1-Year Anniversary</u>	<u>2-Year Anniversary</u>	<u>3-Year Anniversary</u>	<u>4-Year Anniversary</u>
Fire Fighter	47,953	55,308	62,663	70,019	77,374
Driver/Operator	53,460	61,463	69,467	77,470	85,474
Captain	61,195	70,109	79,023	87,938	96,852

Effective July 1, 2021—June 30, 2022
(Reflects 2.25% Increase to Steps due to PERS Contribution Increase)

	<u>Entry</u>	<u>1-Year Anniversary</u>	<u>2-Year Anniversary</u>	<u>3-Year Anniversary</u>	<u>4-Year Anniversary</u>
Fire Fighter	49,031	56,552	64,073	71,594	79,115
Driver/Operator	54,663	62,846	71,030	79,213	87,397
Captain	62,572	71,687	80,801	89,916	99,031

APPENDIX B

SALARY SCHEDULE FOR PERSONNEL COVERED BY THIS
AGREEMENT HIRED ON/AFTER 7/1/14

Effective July 1, 2017 — June 30, 2018 (Reflects 4% Increase to Steps)

	<u>Entry</u>	<u>1 Year Anniversary</u>	<u>2 Year Anniversary</u>	<u>3 Year Anniversary</u>	<u>4 Year Anniversary</u>	<u>5 Year Anniversary</u>
Fire Fighter	51,355	55,453	59,550	63,648	67,746	72,919
Driver/Operator	57,070	61,526	65,988	70,444	74,901	80,551
Captain	65,104	70,065	75,031	79,997	84,963	91,274

Effective July 1, 2018 — June 30, 2019 (Reflects 3% Increase to Steps)

	<u>Entry</u>	<u>1 Year Anniversary</u>	<u>2 Year Anniversary</u>	<u>3 Year Anniversary</u>	<u>4 Year Anniversary</u>	<u>5 Year Anniversary</u>
Fire Fighter	52,896	57,116	61,337	65,557	69,778	75,106
Driver/Operator	58,782	63,372	67,968	72,558	77,148	82,968
Captain	67,057	72,167	77,282	82,397	87,512	94,013

Effective July 1, 2019 — June 30, 2020

(Reflects 1% Increase to Steps due to PERS Contribution Increase)

	<u>Entry</u>	<u>1 Year Anniversary</u>	<u>2 Year Anniversary</u>	<u>3 Year Anniversary</u>	<u>4 Year Anniversary</u>	<u>5 Year Anniversary</u>
Fire Fighter	53,425	57,688	61,950	66,213	70,476	75,857
Driver/Operator	59,370	64,006	68,647	73,283	77,919	83,798
Captain	67,728	72,888	78,055	83,221	88,387	94,953

Effective July 1, 2020 — June 30, 2021 (Reflects 2% Increase to Steps)

	<u>Entry</u>	<u>1 Year Anniversary</u>	<u>2 Year Anniversary</u>	<u>3 Year Anniversary</u>	<u>4 Year Anniversary</u>	<u>5 Year Anniversary</u>
Fire Fighter	54,493	58,841	63,189	67,537	71,885	77,374
Driver/Operator	60,557	65,286	70,020	74,749	79,478	85,474
Captain	69,082	74,346	79,616	84,885	90,155	96,852

Effective July 1, 2021 — June 30, 2022

(Reflects 2.25% Increase to Steps due to PERS Contribution Increase)

	<u>Entry</u>	<u>1 Year Anniversary</u>	<u>2 Year Anniversary</u>	<u>3 Year Anniversary</u>	<u>4 Year Anniversary</u>	<u>5 Year Anniversary</u>
Fire Fighter	55,719	60,165	64,611	69,057	73,503	79,115
Driver/Operator	61,920	66,755	71,596	76,431	81,266	87,397
Captain	70,637	76,019	81,407	86,795	92,183	99,031

APPENDIX A

SALARY SCHEDULE FOR PERSONNEL COVERED
BY THIS AGREEMENT

Effective July 1, 2022 – June 30, 2023 (Reflects 7% Increase to Steps)

	<u>Entry</u>	<u>1 Year Anniversary</u>	<u>2 Year Anniversary</u>	<u>3 Year Anniversary</u>	<u>4 Year Anniversary</u>	<u>5 Year Anniversary</u>
<u>Firefighter</u>	<u>59,619</u>	<u>64,377</u>	<u>69,134</u>	<u>73,891</u>	<u>78,648</u>	<u>84,653</u>
<u>Engineer</u>	<u>66,254</u>	<u>71,428</u>	<u>76,608</u>	<u>81,770</u>	<u>86,955</u>	<u>93,515</u>
<u>Captain</u>	<u>75,582</u>	<u>81,340</u>	<u>87,105</u>	<u>92,871</u>	<u>98,636</u>	<u>105,963</u>

Effective July 1, 2023 – June 30, 2024 (Reflects 4% Increase to Steps)

	<u>Entry</u>	<u>1 Year Anniversary</u>	<u>2 Year Anniversary</u>	<u>3 Year Anniversary</u>	<u>4 Year Anniversary</u>	<u>5 Year Anniversary</u>
<u>Firefighter</u>	<u>62,004</u>	<u>66,952</u>	<u>71,899</u>	<u>76,847</u>	<u>81,794</u>	<u>88,039</u>
<u>Engineer</u>	<u>68,905</u>	<u>74,285</u>	<u>79,672</u>	<u>85,041</u>	<u>90,433</u>	<u>97,255</u>
<u>Captain</u>	<u>78,605</u>	<u>84,594</u>	<u>90,590</u>	<u>96,585</u>	<u>102,581</u>	<u>110,202</u>

Effective July 1, 2024 – June 30, 2025 (Reflects 3% Increase to Steps)

	<u>Entry</u>	<u>1 Year Anniversary</u>	<u>2 Year Anniversary</u>	<u>3 Year Anniversary</u>	<u>4 Year Anniversary</u>	<u>5 Year Anniversary</u>
<u>Firefighter</u>	<u>63,864</u>	<u>68,960</u>	<u>74,056</u>	<u>79,152</u>	<u>84,248</u>	<u>90,680</u>
<u>Engineer</u>	<u>70,972</u>	<u>76,514</u>	<u>82,062</u>	<u>87,593</u>	<u>93,146</u>	<u>100,173</u>
<u>Captain</u>	<u>80,963</u>	<u>87,132</u>	<u>93,307</u>	<u>99,483</u>	<u>105,659</u>	<u>113,508</u>

AIRPORT FIRE DISCIPLINARY ACTION FORM

Date: _____

To: _____

Section: Airport Fire

Reason for Action: _____

You **have** **have not** received previous coaching on this matter on (date): _____

Date(s)

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

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

Employee's Initials _____

Supervisor's Initials _____

TYPE OF ACTION:

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

WRITTEN REPRIMAND

SUSPENSION With Pay Without Pay # Days: _____

DISCHARGE

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

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

Your job performance is unsatisfactory for the following reasons: _____

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

RECEIPT ACKNOWLEDGED:

Employee Signature

Employee Representative Signature

Supervisor Signature

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

Board Memorandum

To: All Board Members
From: Daren Griffin, President/CEO
Subject: Report on payment of one-time retention bonus for Teamster, Local Union 533, employees pursuant to CSP 8.10(E)

PRESIDENT/CEO REPORT TO BOARD OF ADMINISTRATIVE ACTION

Effective June 30, 2022, President/CEO Griffin will pay a one-time retention bonus to all employees working in a classification covered under the Teamsters, Local Union 533, bargaining agreement as allowed in the Civil Service Plan (CSP) 8.10(E). The President/CEO took this action with the understanding that as MoreRNO and other programs come on line it is important to retain our high performing front-line staff.

By way of background, the Board authorized the President/CEO to enter into a 5-year collective bargaining agreement with the Teamsters in December 2021. The Teamster's bargaining unit is the largest bargaining unit at the Reno-Tahoe Airport Authority consisting of approximately 130 positions at both Reno-Tahoe International Airport and Reno-Stead Airport. The bargaining unit is currently comprised of several job classifications including Custodians, Airfield and Building Maintenance, Airport Security Specialists, Landside Attendants and Airport Communications Specialists. In that agreement, major changes were made to be competitive in the marketplace and included implementing a salary step system, adding a CPI provision each year, and increasing wages across the board. As the rising cost of living continues, and as the RTAA has been negotiating recent collective bargaining agreements with other RTAA employees, the President/CEO has assessed ways to support Teamster employees as well.

While the RTAA could not have predicted the large increase in the cost of living these past few months or our end of year financial position, the RTAA is in a place to provide a one-time, non-precedent setting retention/incentive 8.1 bonus of \$1,000 to all employees working in a classification covered under the Teamsters bargaining agreement.

The CSP authorizes 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. 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.

As this retention bonus will be paid on June 30, 2022, the monies are available in the budget and require no changes to be authorized.