

BOARD OF TRUSTEES

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

PRESIDENT/CEO

Daren Griffin, A.A.E.

GENERAL COUNSEL

Ian Whitlock
Ann Morgan

CLERK OF THE BOARD

Lori Kolacek

AGENDA

REGULAR MEETING OF THE BOARD OF TRUSTEES

Date: Thursday, November 10, 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: 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/86947182835>; **Webinar ID:** 869 4718 2835; or
3. **Dial in to listen only:** 1-669-900-6833 and enter the Webinar ID when prompted

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

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

This Agenda Has Been Posted at the Following Locations:

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

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

1. INTRODUCTORY ITEMS

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

2. PUBLIC COMMENT**3. APPROVAL OF AGENDA****4. APPROVAL OF MINUTES**

- [4.1](#) October 13, 2022, Regular Board Meeting

5. PRESIDENT/CEO REPORT**6. BOARD MEMBER REPORTS AND UPDATES****7. ITEMS OF SPECIAL INTEREST****8. CONSENT ITEMS FOR CONSOLIDATED BOARD ACTION**

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

None.

9. INFORMATION / POSSIBLE ACTION ITEMS

- [9.1](#) Board Memo #11-2022/67: Authorization for the President/CEO to execute a 3-year initial collective bargaining agreement between the Reno-Tahoe Airport Authority and the Airport Fire Battalion Chiefs, IAFF Local 731, effective July 1, 2022, through June 30, 2025 *(for possible action)*
- [9.2](#) Board Memo #11-2022/68: Authorization for the President/CEO to execute a one-year contract with Aetna for CY 2023 for Reno-Tahoe Airport Authority employee medical insurance coverage in the amount of \$2,998,848, with a 2nd year rate-capped extension option, and fund an additional \$41,500 into employee health savings accounts *(for possible action)*
- [9.3](#) Board Memo #11-2022/69: Authorization for the President/CEO to execute a one-time lease extension with DP RTA Stead PH 1, for a period of 8 years, with Stellar Aviation of Reno-Tahoe, LLC for a period of 5 years and with TDC Airway LLC, for a period of 5 years to account for delays caused by the Section 163 review process and subsequent delays caused by the NEPA process *(for possible action)*
- 9.4 RTS Dermody Development Update *(informational)*
- 9.5 Review RTAA First Quarter FY2022-23 Fiscal Results *(informational)*

9.6 RTAA Digital Transformation Plan Update (*informational*)

9.7 Process for Updating Strategic Plan (*informational*)

9.8 Public Safety Answering Point (PSAP) Transition Update (*informational*)

10. TRUSTEE COMMENTS, QUESTIONS AND REQUESTS FOR AGENDA ITEMS

11. UPCOMING RTAA MEETINGS

Date	Time	Meeting
12/06/2022	9:00 a.m.	CANCELLED - Finance & Business Development Committee
	10:00 a.m.	CANCELLED - Planning & Construction Committee
12/08/2022	9:00 a.m.	CANCELLED - Board of Trustees
12/15/2022	3:30 p.m.	Airport Sustainability Advisory Committee (ASAC)
01/10/2023	9:00 a.m.	Finance & Business Development Committee
	10:00 a.m.	Planning & Construction Committee
01/12/2023	9:00 a.m.	Board of Trustees
02/07/2023	9:00 a.m.	Finance & Business Development Committee
	10:00 a.m.	Planning & Construction Committee
02/09/2023	9:00 a.m.	Board of Trustees
03/07/2023	9:00 a.m.	Finance & Business Development Committee
	10:00 a.m.	Planning & Construction Committee
03/09/2023	9:00 a.m.	Board of Trustees

12. PUBLIC COMMENT

13. ADJOURNMENT

BOARD OF TRUSTEES

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Richard Jay, Vice Chair
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Carol Chaplin, Trustee
Jennifer Cunningham, Trustee
Jessica Sferrazza, Trustee
Art Sperber, Trustee

PRESIDENT/CEO

Daren Griffin, A.A.E.

GENERAL COUNSEL

Ann Morgan, Fennemore Craig

CLERK OF THE BOARD

Lori Kolacek

**DRAFT
MINUTES**

REGULAR MEETING OF THE BOARD OF TRUSTEES

Date: Thursday, October 13, 2022

Time: 8:30 a.m.

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

1. INTRODUCTORY ITEMS

1.1 Call to Order

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

1.2 Pledge of Allegiance

Chief Duarte and the police staff were asked to lead the Pledge of Allegiance.

1.3 Roll Call

Roll was taken by the Clerk of the Board.

Present: Adam Kramer

Richard Jay
Lisa Gianoli
Shaun Carey
Carol Chaplin
Jenifer Rose
Jessica Sferrazza
Art Sperber

Absent: Jennifer Cunningham

///

2. PUBLIC COMMENT

Jeff Church addressed the Board regarding the Economic Development Authority of Western Nevada (EDAWN)

3. APPROVAL OF AGENDA

Motion: Motion to approve the agenda as presented

Moved by: Richard Jay

Seconded by: Lisa Gianoli

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

No: None

Absent: Jennifer Cunningham

Vote: Motion passed

4. APPROVAL OF MINUTES**4.1 September 8, 2022, Regular Board Meeting**

Motion: Motion to approve the Minutes of the September 8, 2022, Regular Board Meeting

Moved by: Art Sperber

Seconded by: Shaun Carey

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

No: None

Abstain: Jenifer Rose

Absent: Jennifer Cunningham

Vote: Motion passed

4.2 September 26, 2022, Special Board Meeting

Motion: Motion to approve the Minutes of the September 26, 2022, Special Board Meeting

Moved by: Jessica Sferrazza

Seconded by: Jenifer Rose

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

No: None

Abstain: Carol Chaplin

Absent: Jennifer Cunningham

Vote: Motion passed

5. PRESIDENT/CEO REPORT

Ted Ohm, Senior Project Manager, presented a construction safety briefing.

CEO Griffin welcomed two new employees, Ian Whitlock (Chief Legal Officer) and Graham Ritz (Operations Director). Mr. Griffin reported on the National Airport Conference he attended in Orlando.

6. BOARD MEMBER REPORTS AND UPDATES

None.

7. ITEMS OF SPECIAL INTEREST

None.

8. CONSENT ITEMS FOR CONSOLIDATED BOARD ACTION

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

8.1 Board Memo #10/2022-64: Authorization of the President/CEO to award a Contract for the purchase of a Glycol Recovery Vehicle, with Inland Technologies, in the amount of \$415,300

8.2 Board Memo #10/2022-65: Authorization for the President/CEO to Execute Amendment #2 to the Professional Services Agreement for Consultant Services for design of the Terminal Loop Road Reconstruction project at Reno-Tahoe International Airport, with Kimley-Horn and Associates Inc., in the amount of \$138,500, for a total PSA value of \$1,176,169

Motion: Motion to approve Items 8.1 and 8.2

Moved by: Richard Jay

Seconded by: Jenifer Rose

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

No: None

Absent: Jennifer Cunningham

Vote: Motion passed

9. INFORMATION / POSSIBLE ACTION ITEMS**9.1 New website demonstration and overview of MoreRNO communication plan**

Stacey Sunday, Communications Director, and Janelle Conine, Terminal Operations Manager, gave a demonstration of the new RTAA website and features.

9.2 Board Memo #10/2022-66: Approval of the Preferred Alternative for Concourse Redevelopment, also known as the 28-Gate New Build Alternative, as part of the Reno-Tahoe International Airport (RNO) Concourse Redevelopment Detailed Planning Study

Lissa Butterfield, Planning & Environmental Services Manager, presented this item to the Board, along with Brent Mather of Gensler and Damon Smith of Mead & Hunt.

Steve Sisneros, Vice President of Airport Affairs for Southwest Airlines, was invited to address the Board. Mr. Sisneros expressed the support of Southwest Airlines of this preferred alternative.

After the presentation and having discussion, the Board took the following action:

Motion: Approve the Preferred Alternative for Concourse Redevelopment, also known as the 28-Gate New Build Alternative, as part of the Reno-Tahoe International Airport (RNO) Concourse Redevelopment Detailed Planning Study

Moved by: Art Sperber

Seconded by: Richard Jay

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

No: None

Absent: Jennifer Cunningham

Vote: Motion passed

10. TRUSTEE COMMENTS, QUESTIONS AND REQUESTS FOR AGENDA ITEMS

Trustee Sferrazza requested an update on the Dermody project at the November Board meeting.

11. UPCOMING RTAA MEETINGS

Date	Time	Meeting
11/08/2022	9:00 a.m.	Finance & Business Development Committee
	10:00 a.m.	Planning & Construction Committee
11/10/2022	9:00 a.m.	Board of Trustees
	9:00 a.m.	Finance & Business Development Committee
12/06/2022	9:00 a.m.	Finance & Business Development Committee
	10:00 a.m.	Planning & Construction Committee
12/08/2022	9:00 a.m.	Board of Trustees
	3:30 p.m.	Airport Sustainability Advisory Committee (ASAC)
01/10/2023	9:00 a.m.	Finance & Business Development Committee
	10:00 a.m.	Planning & Construction Committee
01/12/2023	9:00 a.m.	Board of Trustees

There was no discussion on this item.

12. PUBLIC COMMENT

None.

13. ADJOURNMENT

The meeting was adjourned at 9:42 a.m.

Jenifer Rose, Secretary

President/CEO Report

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

COMMERCIAL BUSINESS

PROPERTIES AND AIRPORT ECONOMIC DEVELOPMENT

Concessions Consultant RFQ

The RTAA released a Request for Qualifications (RFQ) on August 26, 2022, to provide consulting services related to airport concessions at RNO. The scope will include validating and expanding on previous findings specific to the concessions program as part of the Concourse Redevelopment Project as well as identifying the future needs of the concession program and developing a Concessions Master Plan. RFQ #22/23-08 received six Statement of Qualifications (SOQ) submittals. The Evaluation Committee selected three consultant firms to move forward with interviews the week of October 31, 2022. Staff intends to bring forward a recommendation to the January 2023 board meeting for approval.

Quick Turnaround Area Wash Bay Equipment Replacement Project

Due to the failure of the existing car wash equipment at the current Quick Turnaround Area (QTA), the rental car operators and maintenance service provider submitted a Tenant Improvement to replace the equipment for the five car wash bays. This project began on October 3, 2022 and is scheduled to be completed before the Thanksgiving holiday. CFCs will be used to pay for this project.

RTS Land Development

Dermody Properties Phase I Development

The Dermody team has secured and executed some of the necessary easements and right-of-way documents but continues to work with the Union Pacific Railroad on the at-grade crossing and the City of Reno on the permitting process. The next Master Development Agreement performance milestone is the completion of the project site entrance, which should be completed the first week of January 2023.

RNO Land Development

Tolles Development Company

Tolles Development Company began mass grading, including tree removal, in the middle of October. Site work is scheduled to continue for several months with construction of the buildings scheduled for Spring 2023.

AIR SERVICE DEVELOPMENT

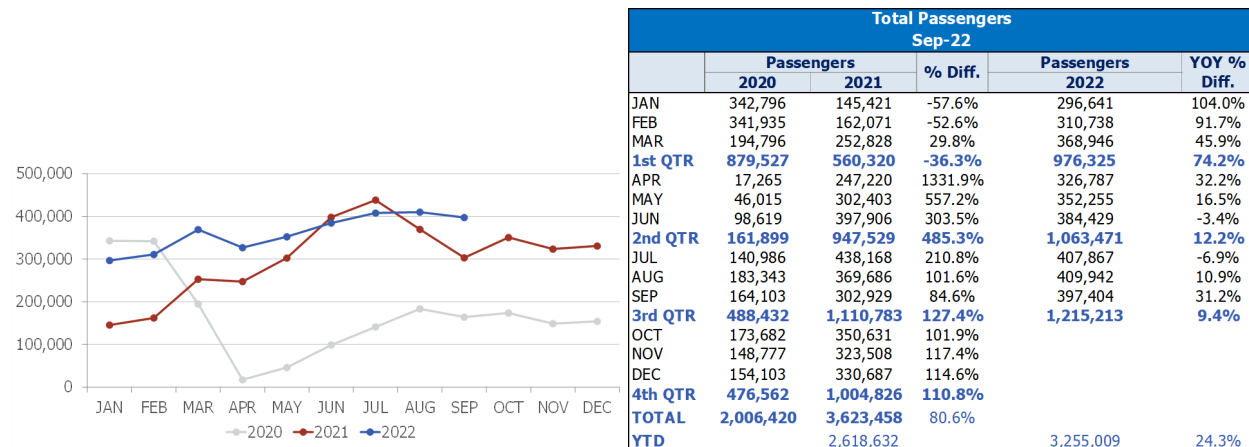
Routes World Air Service Conference

In October, staff attended the Routes World air service conference in Las Vegas. Staff held fourteen face-to-face meetings with air carriers. This included all twelve Reno-Tahoe International Airport (RNO) incumbents, as well VivaAerobus, a Mexican low-cost airline and Flair Airlines, a Canadian one. Outside of the scheduled meetings, staff also met with a couple of other airlines and airport representatives in informal settings. In general, the consensus from the airlines was that RNO is performing well and that they are satisfied with the existing routes. Since, nationally, all but the Ultra Low-Cost Carriers are still currently experiencing challenges with staffing and/or aircraft equipment, most airlines don't anticipate the return and/or addition of routes until either the second half of 2023 or early 2024. However, staff learned that RNO has the potential for the return of some seasonal routes next summer. There will be follow-up with the airlines to include the sending of recent in-migration data and the business case analysis of several markets for future consideration.

Total September 2022 RNO Passengers

Reno-Tahoe International Airport (RNO) served 397,404 passengers in September 2022, an increase of 31.2% versus September 2021. In September 2022, RNO was served by 12 airlines to 23 non-stop destinations. The total seat capacity increased 1.1% and flights decreased 13.2% when compared to September 2021.

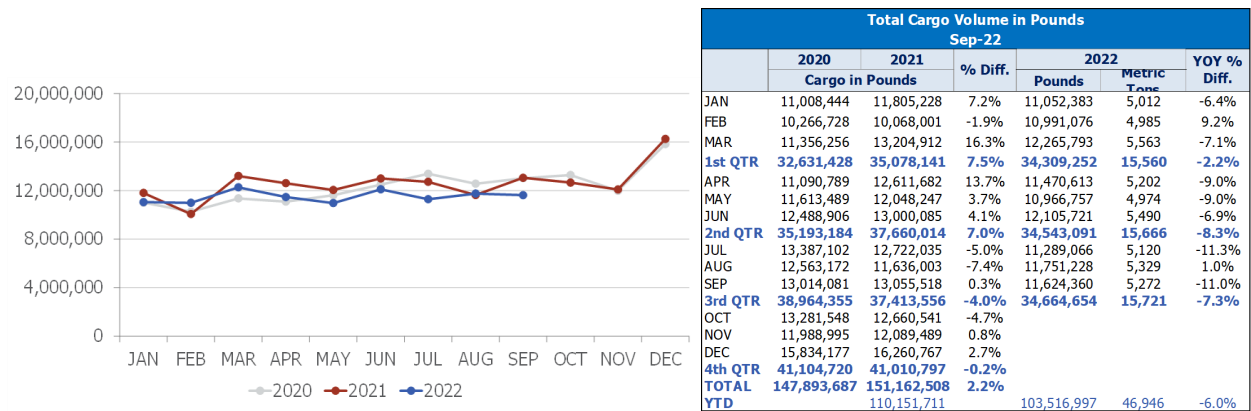
JSX offers non-stop flights from RNO to Las Vegas, Orange County and Burbank using a 30-seat Embraer 135/145 aircraft. JSX operates out of Stellar Aviation, a private Fixed Base Operator, located at 485 South Rock Blvd.



November 2022 RNO Flight Schedule			
Destination	Airlines	Total Departures	Details
Austin	American	29	Daily. No flight on 25
Burbank	Southwest	26	Six weekly. No flights on Sat
Dallas-Love	Southwest	4	Flights on 22, 23, 27, 28
Dallas/Fort Worth	American	90	Three daily
Denver	Southwest	79	Two to three daily
	United	96	Three to four daily
Guadalajara	Volaris	22	Five weekly. Mon - Fri
Las Vegas	Allegiant	9	Twice weekly. Thu, Sun
	Frontier	20	Five weekly. Mon, Tue, Wed, Fri, Sat
	Southwest	268	Eight to 10 daily. Sat five flights
	Spirit	59	Twice daily. One flight on 24
Long Beach	Southwest	56	Twice daily. Once on Sat
Los Angeles	Delta	88	Three daily
	JetBlue	19	Four weekly Mon, Thu, Fri, Sun, Thanksgiving
	Southwest	56	Twice daily. Once on Sat
	United	30	Daily
Minneapolis/St. Paul	Delta	3	Once weekly. Sat only
	Sun Country	3	Once weekly. Arrival on Thu and departure on Sun
New York-JFK	JetBlue	12	Daily flight 17-28
Oakland	Southwest	56	Twice daily. Once a day on Sat
Orange County	Southwest	4	Flights on 22, 23, 27, 28
Phoenix	American	91	Three daily
	Southwest	60	Twice daily
Portland	Alaska	50	Twice daily. Once on Tues, Wed
Salt Lake City	Delta	107	Three to four daily
San Diego	Southwest	59	Twice daily
San Francisco	United	118	Four daily
San Jose	Southwest	30	Daily
Seattle	Alaska	89	Three daily
Multiple airlines in a market			
10.25.2022			

Total September 2022 RNO Cargo Volume

RNO handled 11,624,360 pounds of air cargo in September 2022, a decrease of 11.0% when compared to September 2021.



OPERATIONS & PUBLIC SAFETY

Department	Event	September 2022	September 2021	September 2020
Joint Actions	Aircraft Alerts: ARFF, Ops, Police, Aircom	4	2	2
	Medicals: ARFF, Ops, Police, Aircom	37	18	32
Operations	Inspections	67	59	63
	Wildlife Incidents	10	1	2
Police	TSA Checkpoint Incidents	7		1
	Case Numbers Requested	16	17	30
Security	Alarm Responses	243	193	22
	Inspections: Vehicle, Delivery, Employee	1209	1033	1762
	Badge Actions	947	749	522
ARFF	Inspections: Fuelers/Facilities	0/5	16/1	12/18
Landside	Public Parking – Total Revenue	\$1,512,868.00	\$1,104,264.00	\$1,100,774.00
	Public Parking – Total Transactions	40,668	36,813	43,534
	Public Parking – Average \$ Per Transaction	\$37.20	\$30.00	\$25.27
	Shuttle & Bus Trips Through GT	8,700	7,309	10,801
	Transportation Network	12,994	9,668	17,090
	Company Trips			
	Taxi Trips Through GT	6,954	5,150	6,276

PLANNING & INFRASTRUCTURE

FACILITIES & MAINTENANCE

Building Control System

Phase 5 of the replacement of the Building Control Systems has been completed. This represents the complete replacement of the building controls (heating and air conditioning controls) for the Terminal Building. The heating and air conditioning systems throughout the Terminal Building are now digital and can be controlled at the Facilities department. The only portion of the building with the old and outdated controls is the concourses. Considering the concourse replacement project coming up, the replacement of the controls in the concourses will be added to the concourse replacement project.

PLANNING & ENVIRONMENTAL

Bipartisan Infrastructure Law (BIL) Airport Terminal Program Grant Application

On October 24, 2022, staff submitted a formal application for funding under the Bipartisan Infrastructure Law (BIL) Airport Terminal Program FY23 application process. Staff has applied for a grant to partially fund the design of the Terminal Concourse Redevelopment project.

Up to \$1B is available in FY23 with priority for projects that improve airfield safety, replace aging facilities, increase capacity, encourage competition, improve energy efficiency and climate resiliency, and increase or improve access for passengers with disabilities or from historically disadvantaged populations. Up to \$150M of the total \$1B is reserved for medium hub airports like RNO. Currently, there are 35 medium hub airports competing for these funds. The Secretary of Transportation will announce a Notice of Intent to fund selected projects by March 2023.

PEOPLE, CULTURE AND EQUITY

Time frame: 10/1/2022 through 10/31/2022	
Open Positions	5
New Starts	10
Resignations/Terminations*	1
Promotions	2
<i>*Termination refers to an employee leaving under any circumstances, good or bad.</i>	

People Ops Staff coordinated Halloween events: a pumpkin carving contest and a costume contest (group and individual). Events were back live and in person and People Ops was able to again host a drop by event where employees could vote for their favorites as well as munch on yummy caramel apple dippers.

The Culture Club hosted a "Family Fun Night" at the Andelin Family Farm for employees and their families. It was a beautiful October night, and we welcomed 125 guests for fun in the corn maze! The mission of the Culture Club is to "*Promote values / Fashion the social future of the organization / Create meaningful connections.*" This event was a definite hit.

People Ops is hosting its 2nd Airport-wide job fair at the Hyatt on November 8th and have about 11 vendors/tenants participating so far.

MARKETING & PUBLIC AFFAIRS

MARKETING

As parking continues to be a challenge at RNO, the marketing team is working with our website agency to make parking even more front and center on the website. The team continues to push out messaging on the MoreRNO construction program on our media channels, including a wrap-up video from the 10/13 launch. We remain flexible with our onsite signage and add or change it as we adapt to passenger questions as they go through the construction. November 1 also marked the start of our Wait & Win contest encouraging people to wait in our free waiting lot instead of along the curb to be entered to win roundtrip plane tickets.

MEDIA AND PUBLIC OUTREACH

Local and national media continue to cover MoreRNO and CEO Griffin has been featured in several interviews including Face the State on a local news affiliate, a national podcast (AviationPros) and an article with AAAE Airport Magazine is in the works. We are preparing media information for the busy holiday travel times ahead and will invite media into the Ticketing Hall to help soon-to-be travelers understand the experience they will have with construction.

Thirty-five Honor Flight veterans were greeted with cheers when they returned from Washington D.C. on October 15. Two additional Honor Flights will take place November 6 and December 4, and staff has created and communicated a plan to help them maneuver around the ticketing hall construction project.

Staff is working with the Stewart Indian School and Visit Carson City on the next depARTures Gallery exhibition – *We Remember Your Sacrifices. You are Not Forgotten. The Story and Art of the Stewart Indian School*. Set to run November 8 through early February, the exhibit will feature Stewart alumni and stories of hardships, strength, resilience, and triumph.

The RTAA's first ever art RFQ went live on October 25 thanks to great collaboration between staff, Holly Luna, and Amanda Twitchell. Information was shared on multiple art websites and social media channels. The Art Advisory Committee also assisted with distribution. Artists can apply through November 21 on NGEM.

Thanks to a great partnership between the RTAA and UNR, Taryn Trapani was hired as the RTAA's first art intern. Taryn is a senior art student at UNR majoring in Museum Studies. She will assist part-time through the spring semester primarily with the depARTures gallery, in addition to the Employee Art Show, holiday music performances, Artown scheduling, and assorted RFQ projects.

The planning of the annual Operation Santa Claus event, benefiting the children and families of The Children's Cabinet, is underway. Employees, sponsors, tenants and business supporters will be welcoming 25 families to Santa's Village at Atlantic Aviation on December 10 at 11am. This winter wonderland will encompass a parade of aircraft, Santa Claus and Mrs. Claus, music, food, Christmas trees, gifts and more. It is a wonderful opportunity to use aviation to deliver the holiday spirit to those in need. Anyone interested in adopting a family or sponsoring the event, please reach out to Nicole Price at nprice@renoairport.com or 775-328-6405.

Staff assisted CEO Griffin with several community presentations throughout the month and attended the Nevada Veterans Memorial Plaza ribbon cutting on November 4 with Congressman Amodei. In support of those who paid the ultimate sacrifice, the RTAA purchased a brick as part of the Memorial's second phase.

Staff worked closely with Reno-Sparks Chamber of Commerce on Alliance 2022. A collaborative effort between the Chamber, RSCVA, EDAWN and the RTAA, Alliance focuses on forging connections among business and industries. Dave Harvey, Southwest Vice President of Business, accepted the airport's invitation to serve as keynote speaker, and CEO Griffin presented to a sold-out crowd information on MoreRNO and the current state of the industry.

GOVERNMENT AFFAIRS

All eyes and ears have been focused on the midterm elections and the impact that will have on leadership in Congress, as well as state and local shifts. A more in-depth post-election analysis with an emphasis on impacts related to RTAA will be available in the future as more results are finalized. Until then, staff continues to work with our federal and state lobbyists to ensure RTAA is well positioned heading into a new year with a new Congress and state legislative session.

Board Memorandum

To: All Board Members

Memo #: 11/2022-67

From: Daren Griffin, President/CEO

Subject: Authorization for the President/CEO to execute a 3-year initial collective bargaining agreement between the Reno-Tahoe Airport Authority and the Airport Fire Battalion Chiefs, IAFF Local 731, effective July 1, 2022, through June 30, 2025

STAFF RECOMMENDATION

Staff recommends that the Board authorize the President/CEO to execute a 3-year initial collective bargaining agreement between the Reno-Tahoe Airport Authority and the Airport Fire Battalion Chiefs, IAFF Local 731, effective July 1, 2022, through June 30, 2025.

PURPOSE

The purpose of this action is to obtain Board of Trustee approval to authorize the President/CEO to enter into an initial collective bargaining agreement between the Reno-Tahoe Airport Authority (RTAA) and the Airport Fire Battalion Chiefs, IAFF Local 731. This action is in support of the Reno-Tahoe Airport Authority (RTAA) Strategic Priority #7: People, as adopted in the Fiscal Year (FY) 2019-2023 Comprehensive Strategic Plan.

BACKGROUND

On March 7, 2022, three Airport Fire Battalion Chiefs officially began employment into newly created positions and a notice requesting official recognition of this bargaining unit was brought to the RTAA by IAFF Local 731 on this same date. On April 14, 2022, the RTAA, through the Board of Trustees, formally recognized the Airport Fire Battalion Chiefs, IAFF Local 731 as the collective bargaining representative of the Battalion Chiefs employed by the Reno-Tahoe Airport Authority. The proposed Agreement will cover terms and conditions of employment for the Airport Fire Battalion Chiefs for the period of July 1, 2022, through June 30, 2025.

DISCUSSION

The parties met a total of eight times, finally reaching tentative agreement on September 30, 2022. The Airport Fire Battalion Chiefs presented the tentative agreement to their members for a ratification vote and it was unanimously ratified on November 4, 2022.

The material items agreed upon include:

- Creating a salary schedule that is competitive with Battalion Chief salaries at other local agencies. The salary schedule and Battalion Chief pay will increase 4% on July 1, 2023, and 3% on July 1, 2024;

- Providing for annual step increases upon scoring a Contributor or above rating on the performance appraisal for any Battalion Chief who isn't at the max on the salary schedule, beginning July 1, 2023;
- Requiring Battalion Chiefs to split future increases in the contribution rate for PERS;
- Implementing a 12-month probationary period for new hire Battalion Chiefs;
- Developing grievance and disciplinary action procedures;
- Providing 14 hours of guaranteed overtime each pay period for Battalion Chiefs hired into that position prior to July 1, 2022;
- Establishing longevity pay which will commence once Battalion Chiefs reach 5 years of RTAA service (Battalion Chiefs hired into that position prior to July 1, 2022, will be credited with 10 years of service as of July 1, 2023);
- Providing up to 150 hours per fiscal year for Battalion Chiefs who serve on the Executive Board of the Union to conduct Union related business during regularly scheduled work hours;
- Establishing a list of RTAA provided uniforms;
- Creating compensation guidelines for Battalion Chiefs acting in the Airport Fire Chief role;
- Providing incentive pay for Battalion Chiefs holding specific degrees and EMT certifications;
- Establishing a Post Employment Health Plan program for the Battalion Chiefs; and
- Mirroring current Airport Firefighter call-back, on-the-job injury, vacation, sick, holiday, insurance, education and development, leave of absence, reduction in force/layoff, exchange of times, family death, deferred compensation/cafeteria plan, and uniform allowance benefits.

A copy of the draft Agreement between the RTAA and the Airport Fire Battalion Chiefs is attached to this memorandum.

FISCAL IMPACT

The majority of the negotiated monetary provisions of the initial Agreement were already included in the approved FY 2022-23 budget, with the exception of incentive pay which will cost approximately \$60,825 (includes PERS costs).

These monies will be paid for through anticipated salary savings due to current departmental vacancies.

COMMITTEE COORDINATION

None.

RECOMMENDED MOTION

Staff recommends that the Board adopt the following motion:

“Move to authorize the President/CEO to execute a 3-year initial collective bargaining agreement between the Reno-Tahoe Airport Authority and the Airport Fire Battalion Chiefs, IAFF Local 731, effective July 1, 2022, through June 30, 2025”.

**Collective Bargaining Agreement
between the**

**Reno Airport Battalion Chiefs,
IAFF Local 731**



and the



Reno-Tahoe Airport Authority

**Fiscal Years 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 their twelve (12) month probationary period or any extended probationary period and has been retained in the employ of the RTAA.

EMPLOYEE'S Health File: A separate confidential file which is maintained in 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 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 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 them.

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 RTAA, and the Reno Airport Battalion Chiefs, IAFF Local 731, hereinafter referred to as the UNION.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the 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 RTAA hereby recognizes the UNION as the exclusive bargaining agent for all 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 Firefighters, IAFF Local 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 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 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 July 1, 2022, Battalion Chiefs hired into that position prior to July 1, 2022, will be placed at Step 4 on the salary schedules as reflected in Appendix A.
- (b) Effective on the below dates, the salary schedule for EMPLOYEES shall be increased as indicated below and as reflected in Appendix A. Each EMPLOYEE will receive a like increase the beginning of the first full pay period following these dates:

July 1, 2023: 4%

July 1, 2024: 3%

3. NEW HIRE SALARIES

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

4. ANNUAL INCREASES IN PAY

- (a) Beginning July 1, 2023, each EMPLOYEE will be reviewed each July 1st through a performance appraisal completed by the Fire Chief 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 Fire Chief will meet with the EMPLOYEE and review the EMPLOYEE'S performance appraisal.
- (b) 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 A, effective the beginning of the first full pay period after July 1 of each year, until they reach the maximum of the Salary Schedule.
 - (1) If an EMPLOYEE has not been in the Battalion Chief position for a full 12 months as of July 1st of each year, the EMPLOYEE'S performance appraisal will be delayed until such time as they reach 12 months in the Battalion Chief position. At that time and upon receipt of a "Contributor" or higher performance appraisal rating, the EMPLOYEE will be increased to the next higher pay step on the Salary Schedule, effective the beginning of the first full pay period after they reach 12 months of service in the Battalion Chief position, until they reach the maximum of the Salary Schedule.
- (c) If an EMPLOYEE'S performance is assessed as "Unsatisfactory", that EMPLOYEE will be given ninety (90) calendar days to improve their performance to at least a "Contributor". At the end of this ninety (90) calendar days, the Fire Chief 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 the beginning of the first full pay period after the date of this re-assessment.

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

- (d) In the event an EMPLOYEE disagrees with the performance appraisal, the EMPLOYEE may within ten (10) calendar days request a meeting with the Chief Operations & Public Safety Officer to discuss the performance appraisal. The review will be held within ten (10) calendar days of the written request by the EMPLOYEE. The Chief Operations & Public Safety Officer will respond to the EMPLOYEE within ten (10) calendar days from the date of the discussion.
- (e) If an EMPLOYEE has received an “Unsatisfactory” performance appraisal rating, within five (5) calendar days of the Chief Operations & Public Safety Officer’s response, the EMPLOYEE may appeal that appraisal rating to a panel made up of one (1) employee from the People Operations department, one (1) 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 RTAA.

5. FLSA OVERTIME COMPUTATION

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

ARTICLE 4

HOURS OF WORK

1. The regular work day and work week for 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 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) 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) Battalion Chiefs hired into that position prior to July 1, 2022, will be guaranteed a minimum of 14 hours of overtime each pay period. Should they actually work less than 14 hours of overtime and/or call back in any given pay period, that EMPLOYEE will add to their timesheet the difference between actual overtime and/or call back hours worked and the guaranteed 14 hours. (i.e. no overtime/call back worked - 14 hours of will be added; 6 hours of overtime and 2 hours of call back worked - 6 hours will be added; 24 hours of overtime worked - no additional hours will be added).
 - (d) 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.

- (e) 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. All worked 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 two (2) Battalion Chiefs 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 fill out their time card to indicate the number of hours they wish 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 the Fire Chief to work during hours outside their regularly scheduled straight time hours, which hours will not abut their regularly scheduled shift hours, will receive a minimum of two (2) hours pay at the applicable hourly rate.
2. Call back for 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. 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) and Nevada PERS call back rules. In the event of any conflict or inconsistency between this Article and the FLSA or Nevada PERS call back rules, the provisions of FLSA or Nevada PERS call back rules shall apply as a minimum.

ARTICLE 7

VACATION

1. 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 their regularly scheduled bi-weekly hours. EMPLOYEES hired into the Battalion Chief position prior to July 1, 2022, will begin their accrual rates at the agreed upon vacation accrual rates as provided for in their offer letter, which shall continue to increase with the EMPLOYEES' continuous years of RTAA service.

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 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 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 two (2) Battalion Chiefs 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 RTAA shall lose all rights for computing prior service upon reemployment by the 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 their regular hourly rate for 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. 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 Fire Chief 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 RTAA's Family and Medical Leave Act (FMLA) provisions shall apply as a minimum.
 - (b) No more than two (2) Battalion Chiefs 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 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:

Sick Leave Cash Out

<u>Years of Continuous Service</u>	<u>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) Election to cash out sick leave must be made by notifying People Operations in writing/via e-mail no later than January 1st of each year.
6. Upon termination of employment, each EMPLOYEE shall be compensated for their total sick leave hours accrued at the following rates:

Sick Leave Cash Out

<u>Years of Continuous Service</u>	<u>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 EMPLOYEE shall receive twelve (12) hours pay at 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 an EMPLOYEE be required to work overtime on a holiday, they shall receive one and one-half (1-1/2) times 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 their Floating Holiday by the last paycheck in June of any given year, will receive twelve (12) hours of holiday pay at their regular straight time pay for the Floating Holiday, paid into the EMPLOYEE'S individual Post Employment Health Plan account per Article 47 of this Agreement.
- 6. Upon termination of employment, any EMPLOYEE who has not taken their Floating Holiday will receive twelve (12) hours of holiday pay at their regular straight time pay for the Floating Holiday, paid on the EMPLOYEE'S final paycheck.

ARTICLE 10

PROMOTIONS

1. The RTAA encourages promoting current Firefighters, Engineers and Fire Captains into the rank of Battalion Chief. However, all promotions are at the sole discretion of RTAA. RTAA's encouragement of promoting from within does not alter management rights under Article 4, nor does it make promotions or hiring a mandatory subject of negotiation.

ARTICLE 11

ESTABLISHMENT OF NEW CLASSIFICATIONS

The 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 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 any state or federally protected category may be submitted to People Operations and/or to the appropriate administrative agency having responsibility for enforcing state or federal laws governing non-discrimination in employment. Discrimination complaints 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 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 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 RAF 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 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 RTAA provided safety equipment must be used in the performance of duties.
4. The 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 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 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 they are mentally or physically impaired from performing the essential and critical functions of their position. If an EMPLOYEE believes they are physically or mentally unfit for duty, the EMPLOYEE has the affirmative obligation to so advise the Fire Chief or designee. If the RTAA has a reasonable and articulable reason to believe an EMPLOYEE is unable to perform the essential and critical functions of their position, the 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 RTAA and shall be directly related to the EMPLOYEE'S ability to perform the essential and critical functions of 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 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 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 RTAA or the UNION may request meetings to discuss their views relative to working rules and proposed changes therein.
2. The parties agree that 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 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 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 fiscal year.
3. Battalion Chiefs who serve on the Executive Board of the UNION shall have access to a “pool” of one hundred and fifty (150) UNION leave hours to conduct UNION related business.
 - (a) Executive Board members may only use business leave during regularly scheduling work hours and will not receive compensation when performing any UNION related business outside of regularly scheduled work hours nor will this time count against the yearly “pool” of UNION leave hours.
 - (b) An EMPLOYEE will provide a minimum of thirteen (13) hours prior notification, in writing, to the Fire Chief or their designee when it is necessary to perform UNION related business. In the event an emergency develops, the UNION member may request waiver of this notice period. All requests must be approved by the Fire Chief or their designee. The Fire Chief, or their designee, may properly consider whether the granting of such leave

creates an interference with the Fire Department's operations. Such request will not be denied arbitrarily or capriciously.

- (c) Any EMPLOYEE approved for the use of UNION leave must follow all RTAA Rules, Regulations and Standard Operating Procedures for requesting approval for leave from duty. Those EMPLOYEES will also be responsible for properly executing all payroll and time and attendance records related to the use of UNION leave.
 - (d) The UNION will notify the RTAA, in writing, of current Executive Board members within thirty (30) days after elections or as changes occur.
- 4. It shall be the responsibility of the UNION to control the usage of grievance leave and UNION business leave hours and provide the Chief People, Culture & Equity Officer with a monthly record of those hours expended from each "pool" during the preceding month by the individual(s) concerned.
 - 5. Subject to scheduling conflicts, the RTAA agrees to allow the UNION to use RTAA property for UNION meetings.

ARTICLE 18

UNIFORM ALLOWANCE

1. The RTAA shall provide all turnouts and safety equipment needed by the EMPLOYEE. In addition, the RTAA shall provide all uniforms needed as outlined in APPENDIX C. 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. Upon promotion, at a minimum, each EMPLOYEE will receive the uniform compliment in APPENDIX C.
3. 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.
4. If a newly promoted EMPLOYEE has yet to receive items listed on APPENDIX C at time of ratification, they are entitled to an immediate order of missing uniforms items and will not have to wait for the quarterly ordering schedule.
5. If approved by the Fire Chief, or designee, EMPLOYEES may seek reimbursement for purchases of uniforms in APPENDIX C.
6. The 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 their supervisor promptly and shall work as much of 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 Department.

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 RTAA Workers Compensation carrier, the 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 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) they are able to perform their regular duties; 2) 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) they become 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 they were in full pay status. Further, during such period the RTAA will continue its full contribution toward the EMPLOYEE'S group medical insurance coverage. The EMPLOYEE may remain in full pay status by endorsing their Worker's Compensation TTD/TPD check over to the RTAA. The RTAA will then pay the EMPLOYEE an amount equal to the TTD/TPD payment and the supplemental compensation.
 - (a) The 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 they are eligible for TTD/TPD. Under these circumstances, the RTAA will pay an EMPLOYEE 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, they will endorse that Worker's Compensation check over to the 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 RTAA will also continue its full contribution toward the EMPLOYEE'S group medical insurance. If an EMPLOYEE receives TTD/TPD for these days, they will endorse that Worker's Compensation check over to the 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 their regular shift assignment, any vacation/sick/comp leave requested off during that alternative assignment shall be deducted at a rate of 11.25 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 their TTD/TPD check over to the RTAA in exchange for their full paycheck as set forth above.

3. If the EMPLOYEE exhausts all of 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 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, 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 their current position, the EMPLOYEE shall immediately file all necessary paperwork to initiate the retirement process. The EMPLOYEE, 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 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 two (2) Battalion Chiefs 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 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 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 RTAA and the EMPLOYEE. The Salary Schedule (Appendix A) 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 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 B.

- (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 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 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 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 their salary is docked accordingly. Suspension without pay actions could range from one (1) to ten (10) shifts.
 - (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 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 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 People Operations. This right is limited to the individual EMPLOYEE to review their own personnel file and/or health file. However, an EMPLOYEE may, with proper release forms, permit their personnel file and/or health file to be reviewed by a party so authorized, upon presentation of properly executed forms to the Chief People, Culture & Equity Officer, which form shall be developed by the 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 RTAA.
4. Only those people working in People Operations, those people in the immediate chain of command of the EMPLOYEE, the President/CEO, and Chief Operations & Public Safety Officer shall have access to an EMPLOYEE'S files. In addition, the 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 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 their personnel file and/or health file, who finds inaccurate or misleading material, may prepare and present to People Operations a clarifying statement pertaining to the document in question requesting removal of said document from 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 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 Chief People, Culture & Equity Officer or 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 Chief Operations & Public Safety Officer and any other RTAA representatives the RTAA deems necessary. The above may occur with or without the presence of the grievant.

The 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 RAF President or 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 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 their designee and any other RTAA representatives the 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 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 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 RTAA shall be consistent with the terms and provisions of this Agreement.

ARTICLE 27

INSURANCE

1. The 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, 2022, the RTAA shall pay EMPLOYEE and dependent premiums for the coverage listed in 1.a. – 1.e., above, subject to the following limitations:

<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 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 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 RTAA during any period, then in such event the UNION shall reimburse to the RTAA the amount of the difference between the actual premiums and the amounts paid by the RTAA.

- (b) The UNION agrees that it will provide the 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 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 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 RTAA harmless against any and all claims, suits, orders, judgments or grievances brought or issued against the RTAA as a result of any action taken or not taken by the RTAA or the UNION with respect to health insurance outside those specific requirements set forth above. The UNION also agrees to hold the 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 RTAA insurance group.

ARTICLE 28

PAYROLL DEDUCTIONS

1. The 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 RTAA will not honor any blanket request by the UNION for payroll deductions.
2. The total amount of deductions shall be remitted by the RTAA into the bank account designated by the Treasurer of the UNION, as soon as reasonably possible after the end of each pay period.
3. This authorization for payroll deduction of dues shall remain in full force and effect during the term of this Agreement; provided, however, that an individual EMPLOYEE may rescind that deduction authorization at any time and such written rescission will be honored by the RTAA, to be effective on the next pay period after receipt of such rescission request.
4. The UNION will indemnify, defend, and hold the RTAA harmless against any claims made and against any suits instituted against the RTAA on account of any action taken or not taken by the RTAA in good faith under the provisions of this Article.
5. The 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 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 sufficient to cover the amount of the UNION dues after other legal and required deductions are made as all other legal and required deductions have priority over UNION dues. When an EMPLOYEE'S earnings are not sufficient, no withholding will be made on that pay check or any future pay checks to cover that pay period's dues deduction.

ARTICLE 29

EDUCATION AND DEVELOPMENT

An EMPLOYEE will be reimbursed for educational training courses taken subsequent to approval of the Fire Chief and 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 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 Chief People, Culture & Equity Officer prior to the start of the educational course and requests will be denied if the RTAA determines that the educational course does not meet the requirements of sections 1 and 2, above, or if the 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 RTAA notified of 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 the Fire Chief classification due to the absence or incapacitation of the Fire Chief shall be entitled to an increase in pay for the time acting as the Fire Chief. The increase of pay shall be given in one of two ways. Either (a), the EMPLOYEE shall be entitled pay that equals the current pay of the Fire Chief, and shall not be entitled any other incentives, education pay, or longevity pay otherwise provided for in this Agreement, or (b) shall be receive an additional five percent (5%) of the EMPLOYEE'S base wage, whichever the EMPLOYEE chooses.

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.

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 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 RTAA regardless of the reason for so doing.
2. The 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 RTAA will post the vacancy for ten (10) work days in the station. The 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. 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 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 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.
4. No obligation, financial or otherwise, shall accrue to the 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 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 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 their final paycheck based on the amount of hours that the other EMPLOYEE worked for 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 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 their home.

ARTICLE 36

POLYGRAPH EXAMINATIONS

No EMPLOYEE shall be compelled to submit to a polygraph examination against 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 their supervisor suspects that, as a result of the course of duty, 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 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 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 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 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 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 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 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 RTAA of their intention to return to employment an EMPLOYEE shall be reinstated to 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) Submit a time off request to the Fire Chief.
- (3) Provide support documentation such as physician's written statement, military orders, adoption papers, etc. (if applicable).
- (4) If approved, maintain contact with the RTAA during the leave regarding prognosis and/or possible return date. Notify the Fire Chief 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 Fire Chief prior to the expiration of the leave of absence.

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

- (1) The purpose for which the leave is requested;
- (2) The length of time the EMPLOYEE will be away; and
- (3) The effect the leave will have on the ability of the department to carry out its responsibilities.

The Fire Chief may approve a leave of absence without pay of five (5) calendar days or less.

- (c) A leave of absence without pay over five (5) calendar days must have recommendation from the Fire Chief and Chief People, Culture & Equity Officer and be approved by the Chief Operations & Public Safety Officer.
 - (d) Approved requests are forwarded to the People Operations Division for appropriate disposition.
 - (e) The Fire Chief 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 RTAA has implemented.

EMPLOYEES are eligible to participate in the Reno-Tahoe Airport Authority 125 Cafeteria Plan that the 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:

- a. Bachelor Degree: 5%
- b. Master Degree: 7%
- c. EMT-Advanced: 5%
- d. EMT-Paramedic 5%

2. Education

- (a) 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. Battalion Chiefs hired into that position prior to July 1, 2022, will be eligible for education pay effective the beginning of the first full pay period after July 1, 2022.
- (b) An eligible EMPLOYEE shall receive an additional 5% or 7% of the EMPLOYEE's base wage, payable biweekly.
- (c) 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.
- (d) An EMPLOYEE may only receive compensation for one education incentive, based on the highest level for which they qualify.

3. 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 5% 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 and will not be eligible for the incentive pay as described in the paragraph, above.
- (b) An EMPLOYEE who maintains a State of Nevada and/or National Registry Emergency Medical Technician Paramedic certification will receive an additional 5% 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 PAY

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.
 - (a) Battalion Chiefs hired into that position prior to July 1, 2022, will be credited with 10 years of RTAA service and will be eligible for longevity pay equaling five percent (5%) effective the beginning of the first full pay period after July 1, 2023.
2. EMPLOYEES will earn longevity pay at the rate of one half of one percent (0.5%) of their base rate of pay 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 EMPLOYEE'S current base rate of pay, 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 their duties, the 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 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 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 the beginning of the first full pay period following the signing of this Agreement, an amount equal to \$100 of each EMPLOYEE'S salary per pay period (26 pay periods per year) shall be contributed into their plan account.
 - (b) 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 RTAA shall contribute 20 hours of that EMPLOYEE'S compensatory time into their plan account at 100% of their base pay.
 - (c) If an EMPLOYEE has greater than 200 hours of vacation accrual as of the last pay period of any fiscal year, the RTAA shall contribute 20 hours of that EMPLOYEE'S vacation accrual into their plan account at 100% of their base pay.
 - (d) If an EMPLOYEE has not used their floating holiday as of the last pay check of any fiscal year, the 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 RTAA shall contribute 20 hours of that EMPLOYEE'S sick accrual into their plan account at the indicated percentage of their base pay:

<u>Years of Continuous Service</u>	<u>% of Base Pay</u>
5 years but less than 10 years	12.5%
10 years but less than 20 years	25%
20 years or more	50%

ARTICLE 48

ON CALL PAY

RTAA and the UNION agree that were RTAA to implement on-call status it would be considered a change in working conditions and will be negotiated to the extent required under NRS Chapter 288. This Article is not intended to create precedent between the parties that requires them to negotiate future unknown positions or possible future working conditions until RTAA is required to negotiate the positions/working conditions under NRS Chapter 288.

ARTICLE 49

DURATION

1. This Agreement shall become effective and retroactive to July 1, 2022 and shall continue until June 30, 2025.
2. By February 1, 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 their 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 _____ 2022.

RENO-TAHOE AIRPORT AUTHORITY

By _____
Daren Griffin, President/CEO

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

RENO AIRPORT BATTALION CHIEFS, IAFF LOCAL 731

By _____

By _____

APPENDIX A

SALARY SCHEDULE FOR PERSONNEL COVERED
BY THIS AGREEMENT

Effective July 1, 2022 – June 30, 2023

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Battalion Chief	111,440	117,012	122,863	132,000	135,457

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

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Battalion Chief	115,898	121,693	127,778	134,166 *	140,875

* Reflects a 1.64% increase

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

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Battalion Chief	119,375	125,344	131,611	138,191	145,101

APPENDIX B

BATTALION CHIEF DISCIPLINARY ACTION FORM

Date: _____

To: _____

Section: Airport Fire

Reason for Action: _____

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

This is a **new action**. ☐ This is a **continuing action**. ☐ What level? _____ Date(s) _____

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

APPENDIX C

UNIFORM LIST

UPON PROMOTION / EMPLOYMENT

Three (3) Nomex Badge shirts	One (1) Name Plate	Two (2) Belts
Three (3) Nomex Station pant	One (1) pair station boot	Five (5) T shirts
One (1) Badge	One (1) pair wildland boot	Two (2) Workout short
One (1) job shirt	Two (2) baseball Caps	One (1) Winter “Beenie”
One (1) Long-sleeve T shirt	One (1) hooded sweatshirt	One (1) pair Sweats
One (1) Belt Buckle	One (1) Parka Jacket	One (1) Gas station lightweight jacket

UNIFORM REPLACEMENT SCHEDULE

** Means the item is not replaced on a regular schedule, but is replaced as needed as determined by the Fire Chief. The chart below is not intended to conflict with or create ambiguity for the previous sentence.

QUARTERLY (Mar/June/Sept/Dec)	ANNUALLY	EVERY OTHER YEAR/ AS NEEDED
Four (4) T shirts	One (1) Nomex Station pant	One (1) Pair Station Boot**
One (1) Long sleeve shirt	One (1) Nomex Shirt	One (1) Pair Wildland Boot**
One (1) Cotton gym short	One (1) Station sweat pant	One (1) Parka Jacket**
	One (1) winter beanie	One (1) Job Shirt
	Two (2) baseball Caps	
	One (1) Gas station ltwt Jacket	
	One (1) Hooded sweatshirt	

Board Memorandum

To: All Board Members

Memo #: 11/2022-68

From: Daren Griffin, President/CEO

Subject: Authorization for the President/CEO to execute a one-year contract with Aetna for CY 2023 for Reno-Tahoe Airport Authority employee medical insurance coverage in the amount of \$2,998,848, with a 2nd year rate-capped extension option, and fund an additional \$41,500 into employee health savings accounts

STAFF RECOMMENDATION

Staff recommends that the Board authorize the President/CEO to execute a one-year contract with Aetna for Reno-Tahoe Airport Authority employee Medical insurance coverage in the amount of \$2,998,848 for calendar year 2023. The contract would also provide for a no-obligation one-year extension with a not-to-exceed rate cap of 11.9%. Staff also recommends continuing to fund employee Health Savings Accounts in the amount of \$41,500 for calendar year 2023.

PURPOSE

The purpose of this action is to continue to provide Reno-Tahoe Airport Authority medical insurance coverage for employees and their family members.

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 contract for medical insurance coverage will be expiring on December 31, 2022. The RTAA's group health insurance broker of record, LP Insurance, placed this coverage out to bid in August 2022.

Because insurance benefits are mandatory subjects of bargaining under Nevada Revised Statutes (NRS) 288.150, a working group titled the RTAA Insurance Committee was negotiated into the Collective Bargaining Agreements for the Teamsters Union Local 533 (Teamsters), the Airport Authority Police Officers' Protective Association (AAPOPA), and the Airport Authority Police Supervisors Protective Association (AAPSPA). The Insurance Committee is also comprised of individuals representing Civil Service Plan and Management Guidelines employees. The Committee reviewed the results of the bids and unanimously agreed to submit a recommendation to the President/CEO. The Insurance Committee's recommendation was fully accepted and is presented below.

DISCUSSION

Medical Insurance Coverage

The RTAA's medical insurance coverage is currently fully insured through Hometown Health Plan and includes two "Copay" Preferred Provider Organization (PPO) plan options and a High Deductible "HSA" PPO plan option. This contract is due to expire on December 31, 2022.

In August 2022, the RTAA's insurance broker of record, LP Insurance, placed the RTAA's employee medical insurance coverage out to bid. In September 2022, LP Insurance completed its bid process and provided the RTAA with the responses indicated in the below chart:

CY 2023 Medical Insurance Coverage: Quote Comparisons			
Carrier	CY 2022 Premiums	CY 2023 Premium Quotes	Annual Dollar / Percentage Difference
Hometown Health	\$2,948,504	\$3,090,034	+\$141,530 / +4.8%
Aetna	N/A	\$2,998,848	+\$50,344 / +1.7%
Anthem	N/A	\$3,130,906	+\$182,402 / +6.2%
United Healthcare	N/A	\$3,387,133	+\$438,630 / +14.9%
Cigna	N/A	\$3,492,952	+\$544,448 / +18.5%
Prominence	N/A	Quote did not meet MQs	N/A

As illustrated in the chart, Hometown Health Plan, Aetna and Anthem offered the most competitive quotes. Prominence did not meet the minimum qualifications for the bid related to providing comparable plan designs, so their quote could not be considered.

The Committee reviewed each quote and discussed the advantages and disadvantages of each carrier. The Committee was particularly impressed with Aetna's network of providers that will allow employees and their family members to maintain their current provider if they choose to do so but will also allow access to additional providers and facilities throughout our local area. Employees and their family will also have access to a nationwide network of doctors and facilities should they live outside Nevada, encounter a medical issue while traveling, or be diagnosed with a challenging or rare medical condition. Aetna was also the only carrier to offer a no-obligation, 2nd year rate-capped extension option.

Given all the forementioned reasons, the Insurance Committee recommended switching employee medical insurance coverage to Aetna.

Health Savings Account Contribution

As previously mentioned, one of the medical plan options includes a High Deductible "HSA" PPO plan. The HSA plan requires members to pay 100% of their costs until they reach the annual deductible amount (\$3,000 individual / \$6,000 family). To pay for these out of pocket costs, the plan is paired with a tax-advantaged Health Savings Account (HSA). Given the lower premium rates on this plan, staff is also recommended continuing to offer a financial incentive to employees choosing to assume this greater financial responsibility, by again funding monies into

the employee HSAs at the same levels as currently funded (Emp Only: \$1,000, Emp + Spouse or Child: \$1,250; Emp + Family: \$1,500) for CY 2023. Based on current enrollment in the HSA plan, the CY 2023 cost for this funding would total \$41,500.

COMPANY BACKGROUND

Specializing in managed healthcare, Aetna is one of the largest providers of health insurance and related benefits in the United States. Aetna offers health plans in all 50 states and their plans cover almost 13 million individuals. Nationwide, Aetna's networks include more than 362,000 primary care and specialty physicians, 3,626 hospitals, and more than 62,000 participating pharmacies. The company started out in the mid-19th century as a life insurer and then slowly evolved into a multiline insurer. In November 2018, Aetna became a subsidiary of CVS Health.

FISCAL IMPACT

The following chart summarizes total estimated calendar year (CY) 2023 costs at \$3,040,348. These costs represent an increase of \$50,344 from current CY 2022 costs and are well below the amount budgeted for FY 2022-2023.

CY 2023 Fiscal Impact			
Carrier	CY 2022 Premiums + HSA Contribution	CY 2023 Premiums + HSA Contribution	Annual Dollar / Percentage Difference
Aetna	\$2,990,004	\$3,040,348 ¹	+\$50,344 / +1.7%

¹ \$180,560 of this cost is paid through employee contributions

COMMITTEE COORDINATION

Finance and Business Development Committee.

RECOMMENDED MOTION

Staff recommends that the Board adopt the following motion:

“Move to authorize the President/CEO to execute a one-year contract with Aetna for Reno-Tahoe Airport Authority employee Medical insurance coverage in the amount of \$2,998,848 for calendar year 2023, which includes a no-obligation, 2nd year rate-capped extension option, and continue to fund employee Health Savings Accounts in the amount of \$41,500, for an overall cost of \$3,040,348 for calendar year 2023.”

Board Memorandum

To: All Board Members

Memo #: 11/2022-69

From: Daren Griffin, President/CEO

Subject: Authorization for the President/CEO to execute a one-time lease extension with DP RTA Stead PH 1, for a period of 8 years, with Stellar Aviation of Reno-Tahoe, LLC for a period of 5 years and with TDC Airway LLC, for a period of 5 years to account for delays caused by the Section 163 review process and subsequent delays caused by the NEPA process

STAFF RECOMMENDATION

Staff recommends that the Board authorize the President/CEO to execute a Second Amendment to the Phase 1 Ground Lease (Dermody Lease) with DP RTA Stead PH 1, LLC (Dermody) to provide a one-time eight (8) year lease term extension for an estimated contract value of \$2,555,040; a First Amendment to the Ground Lease with Development Options (Stellar Lease) with Stellar Aviation of Reno-Tahoe, LLC (Stellar) to provide a one-time five (5) year lease term extension for an estimated contract value of \$1,176,120; and a Second Amendment to the Ground Lease (Tolles Lease) with TDC Airway LLC (Tolles) to provide a one-time five (5) year lease term extension for an estimated contract value of \$3,750,000.

PURPOSE

The purpose of this action is to request authorization for the President/CEO to execute a Second Amendment to the Dermody Lease; a First Amendment to the Stellar Lease and a Second Amendment to the Tolles Lease to account for unanticipated FAA delays beyond the control of the developers and thereby ensure the benefit of the development to the RTAA of a long-term revenue stream

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

BACKGROUND

On December 8, 2016, the Board authorized the President/CEO to negotiate final terms and execute a 50-year Phase 1 Ground Lease with DP RTA Stead PH 1, LLC (Dermody Lease). The effective date for the Dermody Lease is March 1, 2017.

On December 12, 2019, the Board authorized the President/CEO to negotiate final terms and execute a 50-year Ground Lease with Development Options with Stellar Aviation of Reno-Tahoe, LLC (Stellar Lease). The effective date for the Stellar Lease is January 1, 2021.

On September 8, 2020, the Board authorized the President/CEO to negotiate final terms and execute a 50-year Ground Lease with TDC Airway LLC (Tolles Lease). The effective date for the Tolles Lease is April 1, 2021.

DISCUSSION

On October 5, 2018, President Trump signed H. R. 302, “FAA Reauthorization Act of 2018” (the Act) into law (P.L. 115-254). Section 163 of the Act included language that was intended to fundamentally shift airport land use regulation and the FAA’s role in the process. The statute reverses the prior expectation that almost all airport development is subject to FAA review and approval. Under the new law established in Section 163, FAA’s authority to regulate on-airport land use is limited to only development that affects the airfield and aircraft operations or implicates federal funding.

The initial implementation of Section 163 was the subject of some tension and disagreement between FAA and the airport sponsor community. FAA has interpreted Section 163 to require FAA to conduct a preliminary screening process to determine whether a proposed development project is subject to FAA’s review and approval authority. The addition of a preliminary review process has significantly slowed FAA’s processing time for other actions necessary for airport development projects, such as the FAA’s determination of whether, and to what extent, environmental review is required under the National Environmental Policy Act (NEPA). The Dermody, Stellar, and Tolles leases were all negotiated, Board-approved, and executed around the time the Act was implemented by FAA. Neither RTAA staff nor the new tenants could have anticipated the time impacts Section 163 would have on subsequent FAA environmental and review processes. The increased processing time has negatively impacted three multi-building projects’ development commencement and financing costs.

Dermody: The Section 163 request was submitted for the Dermody project in June 2019 and the FAA determined it retained its review and approval authority over this project. The NEPA process (Environmental Assessment) began in March of 2020 and concluded in June 2022. Dermody plans to commence construction Spring 2023 and is presently securing project financing.

Stellar: The Section 163 request was submitted for the Stellar project in April 2021 and the FAA determined it retained its review and approval authority over this project. The NEPA process (documented CatEX) began in June of 2021 and has not yet concluded. During the review by the State Historic Preservation Office (SHPO), it determined that additional studies would be needed to further investigate the presence of any historical artifacts on the site. The additional studies were done and a response by the FAA was sent to SHPO on September 21, 2022. The submittal of requested information re-starts the 30-day review period by SHPO. If SHPO is satisfied with the information provided, the NEPA process will be deemed completed and approved by the FAA. Stellar plans to commence construction Fall 2022 and has secured financing.

Tolles: The Section 163 request was submitted for the Tolles project in April 2021. In October 2021 the RTAA received a determination letter that Section 163 did not apply and would be required to go through the NEPA process. This opinion was contrary to interpretation of the Reauthorization Act as this land is considered noise buffer land and the RTAA believes it should have received a positive determination. In November 2021, the RTAA retained the services of Kaplan, Kirsch, and Rockwell to assist in preparing an appeal to this determination. The request for reconsideration package was submitted to the ADO in January 2022. In April 2022, the RTAA received the revised Section 163 letter advising of a positive determination. Tolles commenced construction and secured financing in October 2022.

Staff seek approval by the Board to amend the land leases with Dermody, Stellar, and Tolles to ensure those leases reflect the nature of the negotiated and board-approved deal structure by accounting for delays caused by the Section 163 review process and subsequent delays caused by the NEPA process. These delays were beyond the control of the developer. Those amendments are as follows:

1. Dermody Lease shall have a one-time lease extension for a period of eight (8) years.
2. Stellar Lease shall have a one-time lease extension for a period of five (5) years.
3. Tolles Lease shall have a one-time lease extension for a period of five (5) years.

The proposed amendments would provide Dermody, Stellar and Tolles with the intended 50-years of beneficial use of their investment. The benefit to the RTAA is to ensure that the developer is able to perform, securing a long-term non-airline revenue stream for the RTAA to support the More RNO program capital improvements and the overall long-term financial self-sufficiency of the RTAA.

COMPANY BACKGROUND

DP RTA Stead PH 1, LLC

DP RTA Stead PH 1, LLC is a Special Purpose Vehicle created by Dermody Properties LLC. Dermody Properties is a national developer of industrial and commercial properties, having been ranked among the 10 largest privately held industrial developers in the nation. Since 1960, the company has developed over 35 million square feet of industrial space including parks, speculative facilities, and build-to-suits for lease or purchase. Development is managed through each of Dermody's regional offices located in Philadelphia, Chicago, Phoenix, Portland, and the corporate headquarters in Reno. The company has over 300 international, national and regional customers, many of whom are the country's most respected companies. Dermody's customers include Amazon.com, APL Logistics, Aramark, Bed Bath and Beyond, Borders Group, CDW Corporation, Dole Food Company, Federal Express, Kimberly-Clark, Kuehne + Nagel, Michelin, Office Depot, OfficeMax, Ozburn-Hessey Logistics, Pepsi-Cola, Sherwin-Williams, United Stationers Supply Co., UPS, Volvo/Mack, Wal-Mart, Xerox and 1-800-Flowers.com.

Stellar Aviation of Reno-Tahoe, LLC

Stellar Aviation of Reno-Tahoe, LLC (Stellar) is a Special Purpose Vehicle created by FBO Associates d/b/a Stellar Aviation (FBO Associates).

In addition to FBO operations at Palm Beach County Park Airport, New Castle County Airport and Abraham Lincoln Capital Airport, Stellar currently operates an FBO at RNO and has been on the airfield since January 2020. They currently operate out of RTAA-owned facilities on the east side of the airfield, have executed a 50-year Ground Lease for the use of a RTAA-owned fuel farm facility known as the GA East Fuel Farm, have purchased the GA West T-Hangars and are the T-hangar Management Operator for RTAA-owned T-hangars on GA East.

Stellar has developed good working relationships with GA tenants and has partnered with the RTAA on several occasions. Stellar also continues their partnership with DAS and played an instrumental role in securing and the expansion of service from JSX.

TDC Airway LLC

TDC Airway LLC is a Special Purpose Vehicle created by Tolles Development Company.

Tolles Development Company was formed in 2016 with a focus on commercial real estate acquisition and development in Northern Nevada. Founder Par Tolles brings decades of industry experience in industrial, office, retail and hospitality development and management. Industrial development is TDC's "bread and butter" and is has approximately 10 million sf of industrial development history. The team also has experience developing on RTAA-owned property (Brookside Corporate Center on Rock Blvd.) With partners ranging from individual investors to multi-billion-dollar pension funds to Wall Street hedge funds, the team has provided top-quality facilities for the likes of Tesla Motors, TireRack.com, AMES Companies, SK Food Group, and Stanley Tools Co.

FISCAL IMPACT

The eight (8) year term extension to the Dermody Lease represents an estimated additional \$2.55M of non-aeronautical revenue over the extension period.

The five (5) year term extension to the Stellar Lease represents an estimated additional \$1.2M of non-aeronautical revenue over the extension period.

The five (5) year term extension to the Tolles Lease represents an estimated additional \$3.7M of non-aeronautical revenue over the extension period.

The table below shows the additional minimum revenue to the RTAA is estimated to be approximately \$7.5M

	Dermody Lease	Stellar Lease	Tolles Lease	Total Estimated Revenue
Extension Year 1	\$ 319,380	\$ 235,224	\$ 750,000	\$ 1,304,604
Extension Year 2	\$ 319,380	\$ 235,224	\$ 750,000	\$ 1,304,604
Extension Year 3	\$ 319,380	\$ 235,224	\$ 750,000	\$ 1,304,604
Extension Year 4	\$ 319,380	\$ 235,224	\$ 750,000	\$ 1,304,604
Extension Year 5	\$ 319,380	\$ 235,224	\$ 750,000	\$ 1,304,604
Extension Year 6	\$ 319,380	\$ -		\$ 319,380
Extension Year 7	\$ 319,380	\$ -	\$ -	\$ 319,380
Extension Year 8	\$ 319,380			\$ 319,380
Total	\$ 2,555,040	\$ 1,176,120	\$ 3,750,000	\$ 7,481,160

This estimate does not include the impacts of negotiated CPI rent adjustments or adjustments via appraisal.

COMMITTEE COORDINATION

This item is scheduled to be presented at the November 8, 2022, Finance and Business Development Committee meeting.

RECOMMENDED MOTION

Staff recommends that the Board adopt the following motion:

“It is hereby moved to authorize the President/CEO to execute a one-time lease extension with DP RTA Stead PH 1, for a period of 8 years, with Stellar Aviation of Reno-Tahoe, LLC for a period of 5 years and with TDC Airway LLC, for a period of 5 years to account for delays caused by the Section 163 review process and subsequent delays caused by the NEPA process.”