

BOARD OF TRUSTEES

Carol Chaplin, Chair
Richard Jay, Vice Chair
Jennifer Cunningham, Treasurer
Adam Kramer, Secretary
Shaun Carey, Trustee
Joel Grace, Trustee
Kitty Jung, Trustee
Art Sperber, Trustee
Cortney Young, Trustee

**PRESIDENT/CEO**

Daren Griffin, A.A.E.

CHIEF LEGAL COUNSEL

Ian Whitlock

BOARD CLERK

Lori Kolacek

AGENDA**Board of Trustees Regular Meeting**

Thursday, August 10, 2023 9:00 AM

Reno-Tahoe International Airport, 2001 E. Plumb Lane, Reno, NV

Administrative Offices, Second Floor

Notice of Public Meeting

Meetings are open to the public and notice is given pursuant to [NRS 241.020](#).

This meeting will be livestreamed and may be viewed by the public at the following link:

<https://us02web.zoom.us/j/86947182835> (Webinar ID: 869 4718 2835)

Accommodations

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

Public Comment

Anyone 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.

Posting

This agenda has been posted at the following locations:

1. RTAA Admin Offices, 2001 E. Plumb
2. www.renoairport.com
3. <https://notice.nv.gov/>

Supporting Materials

Supporting documentation for this agenda is available at www.renoairport.com, and will be available for review at the Board meeting. Please contact the Board Clerk at lkolacek@renoairport.com, or (775) 328-6402 for further information.

1. INTRODUCTORY ITEMS

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

2. PUBLIC COMMENT

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

4. APPROVAL OF MINUTES

- 4.1 June 30, 2023, special Board of Trustees meeting
- 4.2 July 13, 2023, Board of Trustees meeting

5. PRESIDENT/CEO REPORT

6. BOARD MEMBER REPORTS AND UPDATES

7. RECOGNITIONS AND ITEMS OF SPECIAL INTEREST

None.

8. CONSENT ITEMS FOR CONSOLIDATED BOARD ACTION

None.

9. INFORMATION / POSSIBLE ACTION ITEMS

- 9.1 Board Memo 08/2023-52: Consideration to authorize the President/CEO to execute a multi-year Professional Services Agreement for Airline Technical Representative Services with AvAirPros for the New Gen B&C Project at Reno-Tahoe International Airport in the Not-to-Exceed amount of \$3,395,070 *(for possible action)*
- 9.2 Board Memo 08/2023-53: Consideration of President/CEO to execute a Construction Contract for the Air Cargo Way Reconstruction Project at Reno-Tahoe International Airport, with Sierra Nevada Construction, Inc. accepting the Base Bids 1, 2 & 3, and Bid Alternates 1 & 2 in the amount of \$1,356,007 and authorize an Owner's Contingency in the amount of \$200,000 *(for possible action)*
- 9.3 Board Memo 08/2023-54: Consideration of a three -year collective bargaining agreement between the Reno-Tahoe Airport Authority and the Airport Authority Police Supervisors Protective Association for July 1, 2023, through June 30, 2026 *(for possible action)*

- 9.4 Board Memo 08/2023-55: Consideration of adoption of Resolution No. 564 Establishing a Policy On Special Events *(for possible action)*
- 9.5 Board Memo 08/2023-56: Consideration of approval of Reno-Tahoe Airport Authority Chair's Permanent Committee Appointments for Fiscal Year 2023-2024 *(for possible action)*

10. TRUSTEE COMMENTS AND REQUESTS

11. UPCOMING RTAA MEETINGS

DATE	MEETING
09/12/2023	Finance & Business Development Committee Meeting Planning & Construction Committee Meeting
09/14/2023	Board of Trustees Regular Meeting
10/10/2023	Finance & Business Development Committee Meeting Planning & Construction Committee Meeting
10/12/2023	Board of Trustees Regular Meeting

12. PUBLIC COMMENT

13. ADJOURNMENT

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.

CHIEF LEGAL COUNSEL

Ian Whitlock

CLERK OF THE BOARD

Lori Kolacek

-- DRAFT --

MINUTES

SPECIAL MEETING OF THE BOARD OF TRUSTEES

Date: Friday, June 30, 2023

Time: 9:00 a.m.

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

1. INTRODUCTORY ITEMS

Chair Kramer called the meeting to order at 9:00 a.m.

Trustees Rose and Gianoli were invited to lead the Pledge.

Roll was taken by the Clerk of the Board. A quorum was present.

TRUSTEES PRESENT: Adam Kramer, Richard Jay, Jenifer Rose, Lisa Gianoli,
Jennifer Cunningham, Carol Chaplin, Jessica Sferrazza (remote)

TRUSTEES ABSENT: Art Sperber, Shaun Carey, Jennifer Cunningham

2. PUBLIC COMMENT

None.

3. CONSENT

Motion: Approve Item 3.1

Moved: Richard Jay

Seconded: Lisa Gianoli

Vote: Motion passed unanimously

- 3.1 **Board Memo No. 06/2023-47:** Adoption of Resolution 562 amending Resolution 374, a Resolution to Adopt a Policy Authorizing the Chief Executive Officer To Enter Into and Settle Certain Lawsuits and Legal Matters *(for possible action)*

4. INFORMATION / POSSIBLE ACTION ITEMS

- 4.1 **Board Memo No. 06/2023-43:** Authorization for the President/CEO to negotiate final terms for a public-private partnership with RNO Conrac, LLC pursuant to Nevada Revised Statutes 338.161 through 338.168 for a new Ground Transportation Center located at the Reno-Tahoe International Airport *(for possible action)*

This item was presented by Brad Erger, Manager of Properties, and was first heard by the Finance & Development Committee on June 21, 2023.

Guest speakers: 1) Amy Barnes, Conrac Solutions; 2) Jackie Agan, Hertz Rental Car; 3) Aaron Schwarzkopf, Avis Budget; 4) Chris Orta, Enterprise Rental Car

After discussion, the Board took the following action:

Motion: The Board of the Reno-Tahoe Airport Authority hereby finds that there is a public need for the Project, that the public-private partnership rate covenant model for delivery of the Project will result in the timely development and construction of the Project and/or create operational efficiencies, and that the delivery of the Project as set forth in the Proposed Term Sheet will serve a public purpose and will benefit the public. Accordingly, it is hereby moved to authorize the President/CEO to negotiate final terms for a public-private partnership with RNO Conrac, LLC pursuant to Nevada Revised Statutes 338.161 through 338.168 for a new transportation facility consisting of the proposed Ground Transportation Center, including new rental car facilities, as described in the Proposed Term Sheet, to be located at the Reno-Tahoe International Airport.

Moved: Trustee Jay

Seconded: Jenifer Rose

Vote: Motion passed unanimously

- 4.2 **Board Memo No. 06/2023-44:** Authorization for the use of \$1,440,739 of Customer Facility Charges for the Ground Transportation Center to finish negotiations and undertake work on associated enabling projects *(for possible action)*

This item was presented by Brad Erger, Manager of Properties, and was first heard by the Finance & Development Committee on June 21, 2023. There was no Board discussion.

Motion: Authorize the use of \$1,440,739 of Customer Facility Charges to fund costs associated with finishing negotiations for a P3 delivery of the Ground Transportation Center and undertaking work on associated enabling projects.

Moved: Lisa Gianoli

Seconded: Jenifer Rose

Vote: Motion passed unanimously

4.3 Board Memo No. 06/2023-45: Adoption of Resolution No. 563 amending Resolution No. 560, increasing the Customer Facility Charge Rate to \$9.00 *(for possible action)*

This item was presented by Brad Erger, Manager of Properties, and was first heard by the Finance & Development Committee on June 21, 2023. After discussion, the Board took the following action:

Motion: Adopt Resolution No. 563 amending Resolution number 560 establishing the Airport Rates and Charges for Fiscal Year 2023-24.

Moved: Jenifer Rose

Seconded: Lisa Gianoli

Vote: Motion passed unanimously

4.4 Board Memo No. 06/2023-46: Authorization for the President/CEO to terminate the Agreement for Exclusive Option to Lease and Develop Real Estate at Reno-Tahoe International Airport between the Reno-Tahoe Airport Authority and RNO Conrac, LLC, if the Reno-Tahoe Airport Authority does not reach final terms with RNO Conrac, LLC for a transportation facility consisting of a new Consolidated Rental Car and Ground Transportation Center located at the Reno-Tahoe International Airport on or before November 7, 2023 *(for possible action)*

This item was presented by Brad Erger, Manager of Properties, and was first heard by the Finance & Development Committee on June 21, 2023. After discussion, the Board took the following action:

Motion: Authorize the President/CEO to terminate the Agreement for Exclusive Option to Lease and Develop Real Estate at Reno-Tahoe International Airport between the Reno-Tahoe Airport Authority and RNO Conrac, LLC, if the President/CEO determines that the RTAA will not be able to reach final terms with ConRAC Solutions for a transportation facility consisting of a new Ground Transportation Center, including rental car facilities located at the Reno-Tahoe International Airport on or before November 7, 2023.

Moved: Lisa Gianoli

Seconded: Richard Jay

Vote: Motion passed

4.5 Board Memo No. 06/2023-48: Proposed dedication of RTAA location in honor of Major General Robert T. Herbert, for discussion only, pursuant to Resolution No. 561 (RTAA Policy on Naming and Dedication)

Presented by Ian Whitlock, Chief General Counsel, on nomination by Chair Adam Kramer. No action is required for this item. Pursuant to RTAA Policy on Naming and Dedication, staff is directed to calendar this nomination for final consideration at the next public meeting which occurs at least three months after the date of this first hearing.

4.6 Board Memo No. 06/2023-49: Review and discussion of President/CEO Daren Griffin's performance for fiscal year 2022/2023 and possible action on discretionary bonus for

fiscal year 2022/2023 [error in agenda was corrected on the record] and salary adjustment for fiscal year 2023/2024 (*for possible action*)

Presented by Chair Kramer. After comments by the Trustees, Trustee Jay made a motion to award CEO Griffin 1) a 5% salary increase, 2) that as provided in his contract he be given a 20% bonus, and 3) a one-time contribution of 80 vacation hours. The motion was seconded by Carol Chaplin.

CEO Griffin commented that he is appreciative of any bonus the Board agrees to give him and will agree to take the 80 hours of vacation. However, he respectfully declined a salary increase at this time.

Trustee Jay modified the motion to delete the 5% salary increase.

Motion: Award CEO Griffin 1) as outlined in his contract a 20% bonus, and 2) a one-time contribution of 80 vacation hours.

Moved: Richard Jay

Seconded: Carol Chaplin

Vote: Motion passed

4.7 Recognition of Outgoing Trustees

CEO Griffin presented the recognitions of the two of the three outgoing Trustees, Lisa Gianoli and Jenifer Rose. Trustee Sferrazza was not able to attend in person. Her recognition will be scheduled for a future Board meeting.

4. PUBLIC COMMENT

None.

5. ADJOURNMENT

The meeting was adjourned at 10:30 a.m.

Adam Kramer, Secretary

BOARD OF TRUSTEES

Shaun Carey, Trustee
Carol Chaplin, Trustee
Jennifer Cunningham, Trustee
Joel Grace, Trustee
Richard Jay, Trustee
Kitty Jung, Trustee
Adam Kramer, Trustee
Art Sperber, Trustee
Cortney Young, Trustee

**PRESIDENT/CEO**

Daren Griffin, A.A.E.

CHIEF LEGAL COUNSEL

Ian Whitlock

BOARD CLERK

Lori Kolacek

--DRAFT--

MINUTES**Board of Trustees Regular Meeting**

Thursday, July 13, 2023 9:00 AM

Reno-Tahoe International Airport, 2001 E. Plumb Lane, Reno, NV

Administrative Offices, Second Floor

1. INTRODUCTORY ITEMS

Chair Kramer called the meeting to order at 9:00 a.m.

The Fire team was invited to lead the Pledge.

TRUSTEES PRESENT: Shaun Carey, Carol Chaplin, Jennifer Cunningham, Richard Jay, Adam Kramer, Joel Grace, Kitty Jung, Cortney Young

TRUSTEES ABSENT: Art Sperber

2. ADMINISTERING OF OATHS OF OFFICE BY WASHOE COUNTY CLERK

Jan Galassini, Washoe County Clerk, performed the Oaths of Office for Trustees Carey, Jung, Grace and Young.

3. ELECTION OF OFFICERS

Motion: Move to nominate Trustee Chaplin as Chair

Moved by: Richard Jay

Seconded by: Jennifer Cunningham

Vote: Motion passed unanimously

Motion: Move to nominate Trustee Jay as Vice Chair

Moved by: Adam Kramer

Seconded by: Kitty Jung

Vote: Motion passed unanimously

Motion: Move to nominate Trustee Cunningham as Treasurer

Moved by: Richard Jay

Seconded by: Kitty Jung

Vote: Motion passed unanimously

Motion: Move to nominate Trustee Kramer as Secretary
Moved by: Jennifer Cunningham
Seconded by: Richard Jay
Vote: Motion passed unanimously

4. PUBLIC COMMENT

None.

5. APPROVAL OF AGENDA *(for possible action)*

Motion: Move to approve the agenda as presented
Moved by: Jennifer Cunningham
Seconded by: Richard Jay
Vote: Motion passed unanimously

6. APPROVAL OF MINUTES

Motion: Move to approve minutes of the June 8, 2023, Regular Board meeting.
Moved by: Richard Jay
Seconded by: Jennifer Cunningham
Vote: Motion passed unanimously

7. PRESIDENT/CEO REPORT

CEO Griffin congratulated the new officers and new Trustees. He reported on passenger traffic levels and the ongoing construction projects around the airport.

8. BOARD MEMBER REPORTS AND UPDATES

Trustee Cunningham reported on the Regional Air Service Corporation (RASC) meeting she attended earlier in the week. She also updated the Board on the recent events of the Arts Committee.

Trustee Jay reported on the recent events of the RSCVA.

Chair Chaplin announced that it is time to make the committee assignments and for all Trustees to inform the Clerk if they are interested in serving on any of the RTAA committees.

9. RECOGNITIONS AND ITEMS OF SPECIAL INTEREST

9.1 Recognition of outgoing Trustee, Jessica Sferrazza

Ms. Sferrazza was unable to join this meeting and, as such, this item is postponed until the next Board meeting.

9.2 Recognition of outgoing Chair, Adam Kramer

CEO Griffin led the recognition of outgoing Chair, Adam Kramer. The Trustees expressed their appreciation for Trustee Kramer's leadership.

9.3 Informational update: Cares Campus

Par Tolles and Kate Thomas gave a presentation to the Board on the progress of the Cares Campus in Reno. Board discussion followed.

10. CONSENT ITEMS FOR CONSOLIDATED BOARD ACTION

Motion: Move to approve item 10.1

Moved by: Adam Kramer

Seconded by: Richard Jay

Vote: Motion passed unanimously

10.1 Board Memo # 07/2023-50: Consideration of authorization for the President/CEO to execute a change order for the Air Cargo Way Lift Station Relocation project, with Farr Construction, in the amount of \$1,170 *(for possible action)*

11. INFORMATION / POSSIBLE ACTION ITEMS

11.1 Board Memo # 07/2023-51: Consideration of 12-month extension to the Scheidt & Bachmann USA Maintenance Services Agreement in the amount of \$209,950.87 *(for possible action)*

This item having been heard by the Finance & Business Development Committee on July 11, 2023, and being recommended for approval by that Committee, no presentation was requested.

Motion: Authorize the President/CEO to extend the existing Maintenance Services agreement for the Parking Access and Revenue Control System (PARCS) at the Reno-Tahoe International Airport (RNO) with Scheidt & Bachmann USA (S&B), in the total amount of \$209,950.87 for a period of 12 months

Moved by: Jennifer Cunningham

Seconded by: Richard Jay

Vote: Motion passed unanimously

11.2 Federal Mandates: TSA and FAA *(information only)*

Graham Ritz, Director of Operations, presented an overview of the new mandates that will be enforced this spring by the FAA and TSA and what the RTAA is doing to comply with those mandates.

11.3 Fire Department update *(information only)*

An overview of the 2022 Fire department operations was presented by Battalion Chief, Cory Whitlock. He discussed the department's emergency response preparedness, trainings, partnerships and safety.

12. TRUSTEE COMMENTS AND REQUESTS

Trustee Jay requested for staff to arrange for another economic report to be given at a future Board meeting similar to the one given on September 12, 2019.

13. UPCOMING RTAA MEETINGS

DATE	MEETING
08/08/2023	Finance & Business Development Committee Meeting Planning & Construction Committee Meeting
08/10/2023	Board of Trustees Regular Meeting
09/12/2023	Finance & Business Development Committee Meeting Planning & Construction Committee Meeting
09/14/2023	Board of Trustees Regular Meeting
10/10/2023	Finance & Business Development Committee Meeting Planning & Construction Committee Meeting
10/12/2023	Board of Trustees Regular Meeting
11/07/2023	Finance & Business Development Committee Meeting Planning & Construction Committee Meeting
11/09/2023	Board of Trustees Regular Meeting
12/12/2023	Finance & Business Development Committee Meeting Planning & Construction Committee Meeting
12/14/2023	Board of Trustees Regular Meeting

There was no discussion on this item.

14. PUBLIC COMMENT

None.

15. ADJOURNMENT

The meeting was adjourned at 10:28 a.m.

Adam Kramer, Secretary

President/CEO Report

To: All Board Members
From: Daren Griffin, President/CEO
Date: August 2023

COMMERCIAL BUSINESS

AIR SERVICE DEVELOPMENT

RNO Corporate Travel Survey

Staff has retained a consultant to assess the business travel market. The electric vehicle supply chain appears to be generating new business travel demand. To build on this assessment, staff is conducting qualitative and quantitative research through business interviews and a short survey. The research goal is to better understand the air travel needs of area businesses and to create new business-travel demand business cases for airline awareness, and ideally, additional capacity. The Reno-Tahoe International Airport (RNO) Corporate Travel Survey should help determine the post-pandemic rebound of local business travel demand. The results may also define where local companies are flying to for business and where customers, vendors, and suppliers are coming from when visiting local companies. The goal of the survey is to determine common markets for business travel that can be presented to airlines and generate additional flights and/or improve air service at RNO. In support of this effort, the Economic Development Authority of Western Nevada (EDAWN) has provided a link to the survey in their Executive Update, which is distributed to over 4,000 of their contacts. The survey close date has been extended through Thursday, August 17.

Air Service Community Engagement

Air Service Development staff has resumed "Air Service 101" roadshows. Community engagement roadshows are intended to strengthen relationships in the community, learn more about air service demand and ensure businesses and people moving into the region are aware of the current air service. In July, staff kicked off the year-round community engagement effort with a presentation to the Mt. Rose – Ski Tahoe executive staff and marketing team, this included the owner and the new general manager. After the presentation, Mike Pierce shared, "Your information is VERY helpful in the bigger picture and is beneficial as we define our destination market and what is involved in getting those guests here!" Other "Air Service 101s" will be planned throughout the year.

The Reno + Sparks Chamber Leadership Class Presentation

In collaboration with the Marketing & PR Department and the Engineering Department, Air Service Development hosted the 2023 Leadership Reno Sparks class at the airport on August 9. Staff gave presentations, which included updates on air service, airport art, and MoreRNO, to the class of twenty-four local leaders. This has been an annual event for many years, and the airport staff is always happy to partner with the Chamber to share the latest happenings at RNO.

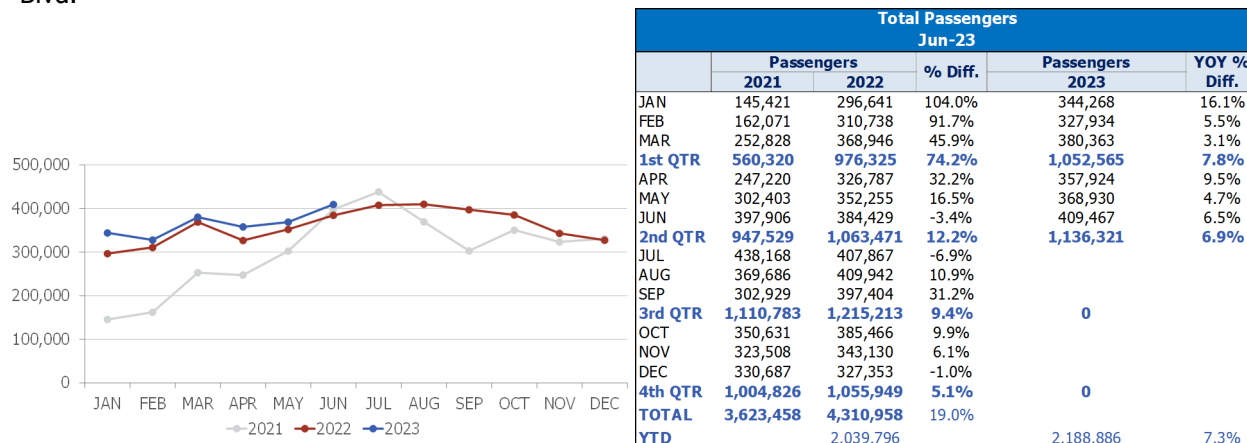
Total JUNE 2023 RNO Passengers

Reno-Tahoe International Airport (RNO) served 409,467 passengers in June 2023, an increase of 6.5% over the same period last year. In June 2023, RNO was served by 11 airlines to 22 non-stop destinations. Total seat capacity increased 10% and flights increased 1.1% when compared to June 2022.

RNO served 2,188,886 passengers during the first half of 2023, an increase of 7.3% versus the same period in 2022, and an increase of 3.6% versus 2019.

In FY 23, RNO served 4,460,048 passengers, an increase of 7.3% versus FY 22, the highest since FY 08.

JSX offers non-stop flights from RNO to 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.

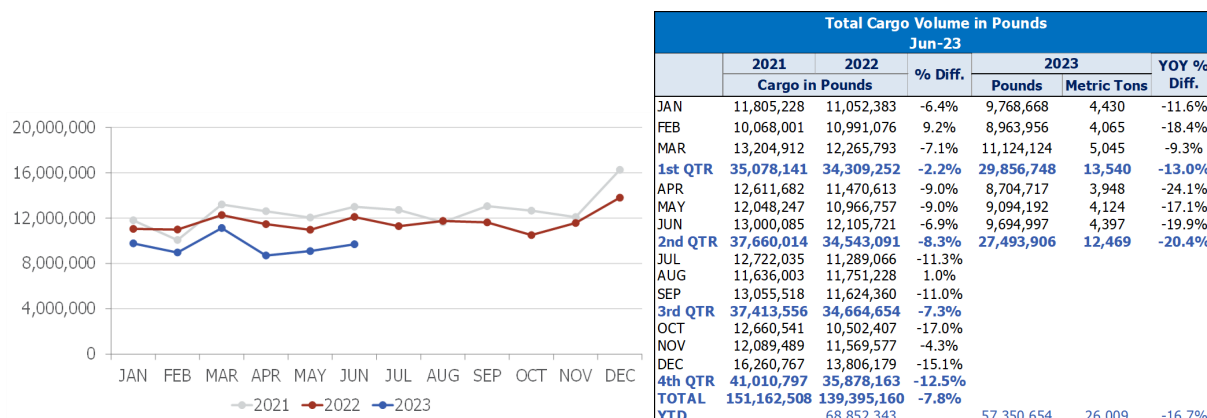


August 2023 RNO Flight Schedule			
Destination	Airlines	Total Departures	Details
Austin	American	27	Daily. No flight on Sat
Burbank	Southwest	31	Daily
Chicago-O'Hare	United	31	Daily
Dallas-Love	Southwest	6	Sat and Sun only
Dallas/Fort Worth	American	122	Four daily
Denver	Southwest	89	Three flights a day. Two on Sat
	United	145	Four to five daily
Guadalajara	Volaris	23	Five weekly flights, Mon - Fri
Houston-Intercontinental	United	8	Sat and Sun only
Las Vegas	Allegiant	9	Twice weekly. Thu and Sun
	Southwest	319	11 daily Mon-Fri, seven or eight on weekends
	Spirit	62	Twice daily
Long Beach	Southwest	60	Twice daily. Once on Sat
Los Angeles	Alaska	17	Four weekly, Mon, Thu, Fri, Sun
	American	14	One to three daily 25 - 31
	Delta	93	Three daily
	JetBlue	31	Daily
	Southwest	56	Twice daily. Once on Sat and Sun
	United	62	Twice daily
Minneapolis/St. Paul	Delta	13	Three weekly. Tue, Fri and Sun
	Sun Country	9	Twice weekly. Thu and Sun
New York-JFK	JetBlue	31	Daily
Oakland	Southwest	56	Twice daily. Once on Sat and Sun
Phoenix	American	110	Three to four daily
	Southwest	64	Twice daily. Three on Sun
Portland	Alaska	75	Three daily. Twice on Mon, Tue, Wed, Sat
Salt Lake City	Delta	93	Three daily
San Diego	Southwest	64	Twice daily
San Francisco	United	124	Four daily
San Jose	Southwest	27	Daily. No flights on Sat
Seattle	Alaska	106	Four daily. Three daily on Tue, Wed, Sat, Sun
	Multiple airlines		

7.25.2023

Total JUNE 2023 RNO Cargo Volume

RNO handled 9,694,997 pounds of air cargo in June 2023, a decrease of 19.9% when compared to June 2022.



PROPERTIES AND AIRPORT ECONOMIC DEVELOPMENT

Properties

Automated Retail and Vending Solicitation

The RTAA issued a Request for Proposal (RFP) #23/24-05 on May 30, 2023, with the purpose and intent of obtaining proposals from interested and qualified entities to provide Automated Retail and Vending Concession Services at the Reno-Tahoe International (RNO) and Reno-Stead Airports (RTS). The RFP includes three (3) separate categories: 1) Automated Specialty Retail and Technology, 2) Snack and Beverage Sets, and 3) Fresh Branded Foods/Meals or Automated Cuisine. A total of eleven qualified proposals were received by the RTAA from six (6) companies. The Evaluation Committee is currently reviewing proposals.

GTC Project

Staff is working with PGAL to finalize enabling project design per the Board's direction in June. Several agreements are being negotiated concurrently, with a target date of September 1st, 2023, for a substantially negotiated ground lease. Staff anticipates bringing final agreements and enabling project design to the November 2023 Board Meeting.

RTS Land Development

Dermody Properties Phase I Development

The Dermody team continues to work on executing the necessary easements and right-of-way documents including the Union Pacific Railroad (UP) on the at-grade crossing documentation and City of Reno permits.

The RTAA and Dermody team have met to discuss the RTAA expectations of the project marketing plan which is the first performance milestone in the recently approved 2nd amendment. Staff and the Dermody team also discussed the necessity to accelerate the development of all project phases (quicker development). After the marketing plan, the next milestones are for the Dermody team to provide a survey of the acreage that will be designated as the premises for Phase II development (November 2023), and they must provide a project master utility plan by February 2024. In addition to accelerating future development, we are in discussions on FAA NEPA for Moya Boulevard.

RNO Land Development

Stellar Aviation

Mobilization for the Stellar Aviation Phase I development has started (9 acres for two 30,000sf hangars, a 5,000sf FBO terminal and associated ramp). Stellar will first focus on the ramp area of their development and then will construct the FBO terminal and hangars. The ramp area is expected to be completed by the middle of September 2023 with the FBO and hangars to be completed by Spring/Summer of 2024. The RTAA Engineering Project Manager is coordinating the Stellar ramp construction schedule with the RTAA GA run-up construction schedule so they both can be done at roughly the same time.

Tolles Development Company

Construction of the buildings has commenced and is expected to be complete in Spring of 2024. The walls for buildings A and B (closest to S. McCarran Blvd) will be the first to be "tilted-up" and the tilt-up should be complete by the middle of August. The FAA will conduct a flight inspection after those two buildings are up to ensure that there will be no distribution to the back course localizer (navigational aide).

Air Cargo Development _ Southwest Quadrant

An Option to Develop and Lease Agreement has been executed with the selected RFP proposer (AFCO Cargo RNO, LLC). The Option Agreement allows for an 18-month period for due diligence per phase and the ground lease would be executed after both the RTAA and AFCCO agree that it is a market-viable project and after Board approval. The first focus areas of the due diligence process will be to collaboratively form an FAA environmental requirements and tenant/stakeholder outreach strategy.

OPERATIONS & PUBLIC SAFETY

Department	Event	06/2023	06/2022	06/2021
Joint Actions	Aircraft Alerts: ARFF, Ops, Police, Aircom	5	3	3
	Medicals: ARFF, Ops, Police, Aircom	27	34	22
Operations	Inspections	113	62	72
	Wildlife Incidents	4	3	5
Police	TSA Checkpoint Incidents	16	18	
	Case Numbers Requested	17	9	11
Security	Alarm Responses	93	309	276
	Inspections: Vehicle, Delivery, Employee	1187	1014	1082
	Badge Actions	696	881	706
ARFF	Inspections: Fuelers/Facilities	11/0	8/5	9/1
Landside	Public Parking – Total Revenue	\$1,386,378	\$1,115,198	\$1,034,506
	Public Parking – Total Transactions	41,977	41,646	41,823
	Public Parking – Average \$ Per Transaction	\$33.03	\$26.78	\$24.74
	Shuttle & Bus Trips Through GT	8,636	8,672	7,898
	Transportation Network Company Trips	15,814	13,020	10,210
	Taxi Trips Through GT	5,775	6,609	7,479

PLANNING & INFRASTRUCTURE

FACILITIES & MAINTENANCE

New RNO Musco LED Lighting

Airfield staff completed the final phase with in-house installation of the airfield apron lights. The team installed forty-one (41) Musco energy-efficient 600-watt LED units, replacing sixty-four (64) 1000-watt HID style lighting. The new fixtures will increase the amount of aircraft ramp lighting, providing for more illumination and a safer work environment, and will reduce annual energy usage by 192,000 kilowatt hours and result in approximately \$22,700 per year in savings. The RTAA has applied to NV Energy for the one-time rebate of \$8,000.

ENGINEERING & CONSTRUCTION

Plumb Lane and Terminal Way Intersection

Over the past year, the Airport has been asking the City of Reno to fill the asphalt cracks at the entrance to the airport at Plumb Lane and Terminal Way. Trustee Carey brought the subject up again several months ago. The airport communicated with both the Regional Transportation Commission (RTC) and the City of Reno requesting them to decide who maintains the road. The confusion was the ownership of the roadway is the City of Reno, but the maintenance is through RTC. After several discussions, RTC agreed that they would repair the cracks and other failing areas at the intersection. On July 27, 2023, RTC fixed multiple areas of the intersection. RTC will be out in mid-August to finalize the repairs with a slurry micro-surface.

Projects

Refer to the Project Status Report for project updates.

PLANNING & ENVIRONMENTAL

Airport Sustainability Advisory Committee (ASAC)

The Airport Sustainability Advisory Committee (ASAC) met on June 15, 2023, for the 2023 Second Quarter Meeting. At the meeting, new FAA Regional Ombudsman, Moifair Chin, was introduced. Ms. Chin assists with noise-related concerns in northern California, Nevada, Hawaii, and other Pacific Islands airports. In addition to the quarterly noise and operations report, staff updated the Committee on the 2022 RTAA Annual Sustainability Report and the FAA Noise Policy Review Public Comment Period. Committee members shared outreach ideas to spread news about the FAA's Public Comment Period.

The next ASAC meeting is scheduled for Thursday, September 21, 2023, at 3:30 PM in the RTAA Board Room.

RTAA Annual Environmental Inspections

In July 2023, staff notified tenants at Reno-Tahoe International Airport and Reno-Stead Airport that inspections associated with the RTAA's Annual Assessment of Environmental Compliance would occur in August. Inspections are opportunities to identify non-compliance issues and provide guidance to promote environmental and regulatory compliance. In addition to tenant facilities, staff also conducts inspections at RTAA Airfield Maintenance, Airport Rescue and Firefighting, Building and Maintenance, and Stead Airport facilities.

PEOPLE, CULTURE AND EQUITY

Time frame: 7/01/2023 through 7/31/2023	
Open Positions	4
New Starts	3
Resignations/Terminations*	3
Promotions	0
<i>*Termination refers to an employee leaving under any circumstances, good or bad.</i>	

People Operations Staff participated in New Trustee Orientation, presenting information on culture initiatives, our robust benefits program, labor relations, performance management program and organizational metrics.

People Operations Staff were pleased to begin the onboarding of our new Chief Marketing and Public Affairs Officer, Natalie Brown. Natalie was selected following a nationwide search and brings 20+ years of experience in Communications and Marketing to the RTAA team.

MARKETING & PUBLIC AFFAIRS

MARKETING

The airport welcomed the new Chief Marketing and Public Affairs Officer, Natalie Brown. A Nevada native and Renoite since 1999, Natalie joins the team with immense experience in communications, brand management, strategic acumen and holds an Accreditation in Public Relations (APR). Most recently, Natalie led communications for the Auto and Personal Lending division for Wells Fargo, her employer of twenty years.

We continue to optimize the MoreRNO construction advertising campaign along with the air service campaign that promotes RNO's nonstop and one-stop flights to and from four major regions (West, South, East Coast and Mountain/Midwest). Marketing staff are set to launch the next advertising campaign with KPS3, our agency of record, in mid-September. These campaigns continue to complement the in-house work being done to promote these initiatives.

Staff is working closely with project management teams through the next phase of the MoreRNO program and assisting with wayfinding signage to promote a positive experience for passengers through the construction changes.

The team is working with Burning Man on messaging and communication for the upcoming event. A Burning Man landing page has been added to the website to simplify and streamline information to help set expectations with burners that construction will mean a different experience this year.

MEDIA AND PUBLIC OUTREACH

In addition to MoreRNO messaging (focusing on construction updates and entreating the traveling public to arrive early to the airport), Public Affairs shared news of high passenger counts for the first half of the year. Media interest in both topics was strong and had a positive tone, which is what we would expect for this type of news.

Under the newly launched Arts at the Airport program, RNO is showcasing the annual Burning Man Exhibition titled, "A Dream Made Real," in the depARTures Gallery, on display through October. The exhibit was curated by Burning Man Project Co-founder Crimson Rose, Christine Kirsten and Documentation Team Volunteer Coordinator Michael 'Dustin' Fasman. The team also sponsored the Cordillera International Film Festival which brings together both local and international filmmakers to

celebrate the power of storytelling through engaging exhibitions, panels, educational workshops and premieres that enrich and inspire our community.

GOVERNMENT AFFAIRS

Congress is in their annual recess and will return after Labor Day. Before they left for their summer break, the FAA Reauthorization made it through the House. The Senate is still negotiating several outstanding issues before they can move forward with committee passage and ultimately the Senate Floor. At this point, both versions include an increase in AIP funding, no change to the PFC cap, and some financial smoothing language between small and medium hub airports. We have been working with our delegation on vetting the hundreds of amendments being considered including participating in a coalition and generating legislative support for medium hub smoothing language.

Board Memorandum

08/2023-52

In Preparation for the Regular Board Meeting on August 10, 2023

Subject: Consideration to authorize the President/CEO to execute a multi-year Professional Services Agreement for Airline Technical Representative Services with AvAirPros for the New Gen B&C Project at Reno-Tahoe International Airport in the Not-to-Exceed amount of \$3,395,070

STAFF RECOMMENDATION

Authorization for the President/CEO to execute an agreement for Airline Technical Representative Services with AvAirPros with the following motion: Move to authorize the President/CEO to execute a multi-year Professional Services Agreement for Airline Technical Representative Services with AvAirPros for the New Gen B&C Project at Reno-Tahoe International Airport in the Not-to-Exceed amount of \$3,395,070.

BACKGROUND

The purpose of the Airline Technical Representative (ATR) is for the airlines to have a consultant who represents the Airlines and serves as a single point of contact to coordinate with the design and construction of the New Gen B&C project.

The selection process was as follows:

- Informal request for proposal (RFP) invitations were submitted to four qualified ATR on May 26, 2023 (Jacobsen | Daniels, V-1 Consulting, J.A Watts Inc, and AvAirPros).
- Two firms submitted qualifications (SOQs) on June 22, 2023 (V-1 Consulting, and AvAirPros).
- Both firms submitting SOQs were interviewed on July 11, 2023: AvAirPros and V-1 Consulting.
- AvAirPros was unanimously selected as the best qualified and the most experienced in providing ATR services outlined in the RFP.
- The selection committee has recommended award to AvAirPros.

DISCUSSION

The ATR agreement is a multi-year contract starting the second half of 2023 and extending through 2029. The period of time represents the design and construction phases of the New Gen B&C project.

The requirement to hire an ATR is outlined in the recent Board approved Airline Use and Lease Agreement (April 13, 2023) and outlined in Exhibit F for the Concourse Redevelopment

Program. The ATR is a representative in all three tiers of the project governance. The goal is to mitigate construction risk and make informed decisions throughout design and construction of the New Gen B&C project. The ATR will represent the Airlines in the following ways:

- Serve as a liaison between the Airlines and the Project Team.
- Aid in obtaining support and approval of design and construction related activities.
- Monitor cost, budget funding, contracts, and changes.
- Meet regulatory and statutory compliance standards.
- Receive and evaluate input from the Airlines.
- Document reporting processes and generate information for decision-making.
- Provide regular updates to the Airlines.
- Provide updates to the Executive Program Manager (Red Brick Consulting).
- Provide accountability and transparency.

The ATR was selected jointly by the Authority and the Signatory Airlines and was unanimously selected by the committee. The airline representative for the voting committee included the Chair of the Airline-Airport Affairs Committee (AAAC), Nick James with Southwest Airlines.

The process of having an ATR is used throughout the airport industry when large projects are being designed and constructed which have an impact on the airlines. The ATR provides a common voice at the table representing the Airlines. Having the ATR reduces time during the project as they represent all the Airlines and brings their recommendations and ideas to the table. In addition, the ATR brings a lot of construction experience which is shared with the contractor. The ATR provides updates to the airlines freeing up time of the design team.

FISCAL IMPACT

AvAirPros submitted an estimated cost proposal based on the scope of work and schedule outlined in the RFP. The total amount estimated through 2029 is \$3,395,070. Negotiations will continue as the scope of work is determined. The estimated yearly breakdown of fees is as follows:

Yearly Fiscal Impact			
Timeframe	Labor Cost	Allowance Cost	Total Fee
2023 (August – December)	\$72,514	\$19,500	\$92,014
2024	\$472,541	\$69,834	\$542,375
2025	\$572,629	\$94,208	\$619,837
2026	\$541,398	\$97,034	\$638,432
2027	\$395,972	\$99,945	\$495,917
2028	\$407,851	\$102,944	\$510,795
2029	\$389,667	\$106,032	\$495,699
Total	\$2,805,573	\$589,497	\$3,395,070

The fees represent approximately 9,850 hours of labor along with reimbursable allowance of \$589,497 based on time and materials. An escalation rate of 3% per year was used in estimating labor costs beyond 2023, however, this may vary depending on Consumer Price Index. The proposed team represents a Project Executive, a Technical Support Subject Matter Experts (SME) and a Financial Analysis and other SMEs as needed during the different phases of the project.

COMMITTEE COORDINATION

Planning and Construction Committee

PROPOSED MOTION

“Move to authorize the President/CEO to execute a multi-year Professional Services Agreement for Airline Technical Representative Services with AvAirPros for the New Gen B&C Project at Reno-Tahoe International Airport in the Not-to-Exceed amount of \$3,395,070”.

Board Memorandum

08/2023-53

In Preparation for the Regular Board Meeting on August 10, 2023

Subject: Consideration of President/CEO to execute a Construction Contract for the Air Cargo Way Reconstruction Project at Reno-Tahoe International Airport, with Sierra Nevada Construction, Inc. accepting the Base Bids 1, 2 & 3, and Bid Alternates 1 & 2 in the amount of \$1,356,007 and authorize an Owner's Contingency in the amount of \$200,000

STAFF RECOMMENDATION

Staff recommends approval of the Proposed Motion: Authorize the President/CEO to execute a Construction Contract for the Air Cargo Way Reconstruction Project at Reno-Tahoe International Airport, with Sierra Nevada Construction, Inc. accepting the Base Bids 1, 2 & 3, and Bid Alternates 1 & 2 in the amount of \$1,356,007 and authorize an Owner's Contingency in the amount of \$200,000.

BACKGROUND

Air Cargo Way is located south off Vassar Street East of Ace Charter School and West of the Airport Warehousing. Air Cargo Way is the only access to the airport's air cargo carrier's airside distribution facilities, Park to Travel, and the Uber/Lift staging lots.

The asphalt pavement in Air Cargo Way is in poor to failed condition. The pavement has reached the end of its useful life and is due for replacement. On a scale of 0-100 (100 being the best), the Pavement Condition Index from the 2022 Pavement Management Program Report is 8. The project is over due to be completed with the extreme deterioration of the existing asphalt pavement.

With the potential construction of The GTC project, construction of the enabling projects: Building 13, and a new parking lot for Taxis and the Transportation Network Companies (Uber, Lyft, etc.), the construction needs to soon or maintaining access to the cargo carriers during the reconstruction of Air Cargo Way will be more expensive and impactful. With the construction of Building 13 it will add additional tenants with the only access being Air Cargo Way and impede the traffic rerouting.

Parking demand at the air cargo facilities has also seen increased demand. A bid alternate is included in the project to help better utilize some of the existing area to increase parking.

With the reconstruction of Air Cargo Way, the RTAA has coordinated with The GTC consultants to ensure the two projects limited work being performed twice or negatively impact either project.

The second location of this project is taking place at the Purchasing Lot Entrance and Gate 145 Entrance. The Purchasing Lot is south of Vassar Street, West of ACE Charter School, and East of Pro Collision. Reconstructing the pavement at the Purchasing Lot is necessary due to the failed condition. In addition, heavy traffic is expected with the GTC Project rerouting the Gate 155 vehicle traffic through this location during construction of the GTC Project.

The asphalt pavement in the Purchasing Lot has failed. The pavement has reached the end of its useful life and is due for replacement. On a scale of 0-100 (100 being the best), the Pavement Condition Index from the 2022 Pavement Management Program Report is 17.

DISCUSSION

The Air Cargo Way Reconstruction Project consists of Base Bid 1, 2, & 3 and two alternate items. The list below describes the work contained with each of these items:

- Base Bid 1 – Air Cargo Way
 - Removal and reconstruction of approximately 24,860 square feet of Air Cargo Way.
 - Curb, gutter, and sidewalk
 - Associated Striping
 - Utility Sleeves
- Base Bid 2 – Purchasing Access
 - Removal and reconstruction of approximately 11,400 square feet of asphalt pavement.
 - Associated striping.
- Base Bid 3 – Building 13 Driveway Realignment
 - Curb, gutter and Sidewalk
 - Driveway approaches
- Alternate 1 – Additional Purchasing Area
 - Removal and reconstruction of approximately 5,800 square feet of asphalt pavement.
- Alternate 2 – FedEx Parking Realignment
 - Removal and reconstruction of approximately 16,400 square feet of asphalt pavement.
 - Curb realignment to creating additional parking spots.
 - Associated striping

Construction Documents for the Air Cargo Way Reconstruction Project were publicly advertised on July 5, 2023, at the following locations: Reno Gazette Journal (RGJ), RTAA's website, and Nevada Government eMarketplace (NGEM). A pre-bid was held on July 12, 2023, with two contractors in attendance. The bid opening occurred on July 26, 2023, with three contractors submitting bids. Bid results are shown below in Table 1 – Bid Tabulation below.

Table 1 – Bid Tabulation

Bidder	Base Bid
Sierra Nevada Construction	\$1,356,007
Q&D Construction	\$1,749,000
Granite Construction	\$1,565,565
Engineer's Estimate	\$1,406,894

The low, responsive, and responsible bidder is Sierra Nevada Construction in the amount of \$1,356,007 for the base bid and all bid options. The bids were reviewed for conformance with the bid requirements by RTAA staff, with the recommendation to award the construction contract to Sierra Nevada Construction.

The total project duration is sixty (60) calendar days. The Notice to Proceed is expected to be issued September 11, 2023, with construction of the roadway to be completed by mid-November 2023. The following is the estimated schedule shown in Table 2 – Preliminary Schedule:

Table 2 – Preliminary Schedule

Activity	Date
Board Approval	August 10, 2023
Notice to Proceed	September 11, 2023
Construction	September 11 – November 9, 2023
Notice of Completion	November 9, 2023

FISCAL IMPACT

The design services were completed using Landside Pavement Maintenance budget approved with the RTAA Capital Improvement Project FY 2022-23. The construction budget for Air Cargo Way Reconstruction Project was approved with the RTAA 2022-2023 Capital Improvement Project midyear request.

The overall anticipated budget for the Air Cargo Way Reconstruction Project is estimated at \$1,800,000 with the breakdown provided below in Table 3 – Project Estimate at Completion:

Table 3 – Project Estimate at Completion

Design (Summit Engineering)	Construction Management (Atkins)	Construction (SNC)	Other Direct Costs *	Owner's Contingency	Estimate At Completion
\$89,035	\$138,345	\$1,356,007	\$16,613	\$200,000	\$1,800,000

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

The Construction Management contract will be presented to the Board for approval at the September Board meeting.

COMMITTEE COORDINATION

Planning and Construction Committee

PROPOSED MOTION

“Move to authorize the President/CEO to execute a Construction Contract for the Air Cargo Way Reconstruction Project at Reno-Tahoe International Airport, with Sierra Nevada Construction, Inc. accepting the Base Bids 1, 2 & 3 and Bid Alternates 1 & 2 in the amount of \$1,356,007 and authorize an Owner’s Contingency in the amount of \$200,000.”

Board Memorandum

08/2023-54

In Preparation for the Regular Board Meeting on August 10, 2023

Subject: Consideration of a three -year collective bargaining agreement between the Reno-Tahoe Airport Authority and the Airport Authority Police Supervisors Protective Association for July 1, 2023, through June 30, 2026

STAFF RECOMMENDATION

Staff recommends approval of the Proposed Motion stated below.

BACKGROUND

The Airport Authority Police Supervisors Protective Association (AAPSPA) bargaining unit represents the 4 member Airport Police Sergeant team at the Reno-Tahoe International Airport. The proposed Agreement will cover working conditions for these employees for the period of July 1, 2023, through June 30, 2026.

DISCUSSION

Bargaining for a successor Agreement began in March 2023. The RTAA and the AAPSPA held a total of nine bargaining sessions. The parties were able to reach final tentative agreement on July 25, 2023, during a voluntary mediation session with a representative from the Federal Mediation and Conciliation Service. AAPSPA members ratified the Agreement on July 25, 2023.

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

- Effective July 1, 2023, the maximum of the salary schedule will be increased by 8.4% to ensure competitiveness with Sergeants at other local law enforcement agencies. The salary schedule maximum and Sergeant pay will also increase 2% on July 1, 2024, and 2% on July 1, 2025;
- Effective July 1, 2023, Sergeants will receive a 5% wage increase which incorporates their portion of the 6% July 1, 2023, PERS increase;
- Sergeants will move from salaried to overtime eligible to become consistent with Sergeants at other local law enforcement agencies;
- On-call pay will be changed from providing this compensation to all Sergeants all the time, to providing compensation only when assigned to on-call duty;
- The lump sum over maximum pay provision will be eliminated;
- Incentive achievement program compensation will be eliminated;

- Incentive pay will be added for bachelor's and master's degrees as well as Supervisory or higher Nevada POST certifications;
- Special Assignment pay will be added for Sergeants managing the Training/PTO and Canine programs, as well as canine handler pay;
- Sergeants will be eligible for shift differential pay to become consistent with the current Airport Authority Police Officers' Protective Association (AAPOPA) collective bargaining agreement and other local law enforcement agencies;
- Additional shifts will be added to provide more scheduling options for the Chief of Police;
- Language will be added to provide for the new annual behavioral health wellness evaluation as required by statute;
- The grievance procedure will eliminate the Step 3 President/CEO appeal to streamline the appeal process;
- Sergeants will no longer be required to select a different shift after two consecutive bids;
- Compensatory time in lieu of overtime pay, and call-back language will be added;
- Leaves of Absence language, to include vacation and sick leave provisions, will be updated to become consistent with the current AAPOPA collective bargaining agreement;
- Holidays will be moved to its own article and will incorporate holiday worked premium pay consistent with the current AAPOPA collective bargaining agreement;
- The Post Employment Health Plan program will be changed to incorporate language consistent with the current AAPOPA collective bargaining agreement;
- Bereavement leave sick usage will be reduced to 3 days, but Sergeants will additionally be eligible to take this leave for any person living in their home for sixty days or more, consistent with the current AAPOPA collective bargaining agreement;
- Language will be added to address the impacts to Sergeants if the department is consolidated with any other law enforcement agency as required under Nevada statute and consistent with the current AAPOPA collective bargaining agreement;
- Non-discrimination language will be clarified to provide for submission to People Operations or appropriate state or federally administrative agencies; and
- Longevity pay will be added in the second year of the Agreement, with eligibility upon reaching 5 years of RTAA service consistent with the current AAPOPA collective bargaining agreement and other local law enforcement agencies.

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

FISCAL IMPACT

- Increasing Sergeant salaries effective July 1, 2023, will cost approximately \$58,531 (includes PERS costs);
- Overtime/call-back pay will cost approximately \$53,585 assuming that Sergeants will work a total of 13 hours of overtime/call-back per week (includes overtime costs for at-home canine care);
- The change in on-call pay will save an estimated \$45,362 assuming a total of 40 hours of on-call duty assignments each week;
- Elimination of the lump sum over maximum pay provision will save \$11,861;
- Elimination of the incentive achievement program will save \$21,678;

- Adding incentive pay for degrees and POST certifications will cost \$20,486 based on currently held degrees and certifications (includes PERS costs);
- Special Assignment pay will cost \$13,363;
- Shift differential pay will cost \$16,758 based on current shift schedules (includes PERS costs);
- Holiday worked premium pay will cost \$17,236 assuming one Sergeant works each holiday; and
- Changes to the Post Employment Health Plan program and bereavement leave is not expected to have any cost impact.

The total estimated cost increase for FY 2023-24 is \$101,058. All other unchanged monetary provisions of the Agreement were already included in the approved FY 2023-24 budget. As the FY 2023-24 budget currently includes an increase of \$69,000 for Sergeant wage adjustments, the net impact to the FY 2023-24 budget is an estimated overall increase of \$32,058. This increase in the budget will be reflected in the mid-year budget forecast and may require a budget augmentation.

COMMITTEE COORDINATION

None

PROPOSED 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 Authority Police Supervisors Protective Association, effective July 1, 2023, through June 30, 2026”.

AGREEMENT
between
AIRPORT AUTHORITY POLICE SUPERVISORS
PROTECTIVE ASSOCIATION
and
RENO-TAHOE AIRPORT AUTHORITY

Fiscal Years ~~2021 – 2022 and 2022 – 2023~~
2023 - 2024, 2024 - 2025 and 2025 - 2026



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ARTICLE 1 - DEFINITIONS

AAPSPA: For purposes of this Agreement, Airport Authority Police Supervisors Protective Association.

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

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

Excused Absence: An absence before which a Sergeant notifies their Supervisor (or appropriate authority) and for which the Supervisor grants permission to the Sergeant to be absent.

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

Manager: Any Captain or Chief, other than a first-line supervisor.

Members: For purposes of this Agreement, members of the Airport Authority Police Supervisors Protective Association.

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

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

President/CEO: The Chief Executive Officer of the RTAA. As used herein, includes any Department Director or ~~Vice President~~ Chief Officer to whom the President/CEO may from time-to-time explicitly or implicitly delegate the authority conferred by Section 29, Chapter 474, Statutes of Nevada, as amended.

Probationary Employee: An employee who is undergoing a working test period during which the employee is required to demonstrate their ability to carry out the duties for the position to which appointed, transferred, or promoted. In the case of Sergeants, this period normally lasts for 12 months.

Seniority: Seniority will be based on the date of promotion to the level of a Sergeant.

Sergeant: A Police Officer's assigned first-line Supervisor.

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

ARTICLE 2 - INTENT

WHEREAS, the RTAA is a body corporate and politic, and a quasi-municipal corporation established to provide services to the public and must remain open and operational at all times, and is the owner and operator of Reno-Tahoe International Airport and Reno Stead Airport (hereinafter collectively referred to as “RTAA”); and

WHEREAS, the AAPSPA is the exclusive representative of all Sergeants covered by this Agreement pursuant to NRS 288: and

WHEREAS, the parties desire to assure sound and mutually beneficial economic and employment relations between the parties hereto; to provide a respectful, orderly and peaceful means of conducting negotiations, exchanging communications and points of view, and have as their purpose the promotion of a responsible, mutually co-operative labor relations policy and the establishment of procedures to orderly and equitably resolve misunderstandings, grievances and complaints; and

WHEREAS, it is the desire and intent of the RTAA and the AAPSPA to enter into an Agreement which shall reflect the requirements and intent of Chapter 288 of the Nevada Revised Statutes and all other applicable laws.

ARTICLE 3 – RECOGNITION

The RTAA hereby recognizes the AAPSPA as the exclusive collective bargaining agent for all Sergeants employed by the RTAA in the job classification of Police Sergeant. This recognition is granted for the period during which the AAPSPA qualifies as the exclusive representative of those supervisors under the provisions of NRS 288.

ARTICLE 4 - MANAGEMENT RIGHTS

A. Pursuant to NRS 288.150, the RTAA has the right and is entitled without negotiation to:

1. Hire, direct, promote, transfer, or assign a Sergeant, but excluding the right to assign or transfer a Sergeant as a form of discipline.
2. Suspend, demote, discharge, or take other disciplinary action against any Sergeant for just cause.
3. The right to reduce in force or lay off any Sergeant because of lack of work or lack of funds, subject to NRS 288.150.2. (v).
4. Determine appropriate staffing levels, work performance standards, the content of the workday, and workload factors except for safety considerations.
5. Determine the quality and quantity of services to be offered to the public and the means and methods of offering those services.
6. Ensure the safety of the public.
7. Reopen this collective bargaining agreement for additional, further, new, or supplementary negotiations relating to compensation or monetary benefits during a period of fiscal emergency.

For the purposes of this section, a fiscal emergency shall be deemed to exist if the amount of revenue received by the RTAA during the last preceding fiscal year from all sources, except any nonrecurring source, declined by 5% or more in the current fiscal year from the amount of revenue received from all sources, except any nonrecurring source.

8. NRS 288 recognizes and declares the ultimate right and responsibility of the RTAA to manage its operation in the most efficient manner consistent with the best interests of members of the public and its employees.
9. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to NRS 288, the RTAA 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. These actions may include suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under NRS 288.150(5) must not be construed as a failure to negotiate in good faith.

ARTICLE 5 - NO STRIKE CLAUSE

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

ARTICLE 6 - NON-DISCRIMINATION

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

ARTICLE 7 – CREATE NEW POSITION OR DIMINSH RESPONSIBILITIES

Prior to the decision of the RTAA to create any new position or utilize any existing positions to supplant or diminish the responsibilities of the Sergeant, the RTAA will meet and consult with the AAPSPA regarding the impact of such actions.

ARTICLE 8 - DUES DEDUCTION

- A. Upon receipt of a written authorization from each Sergeant so desiring, the RTAA shall make payroll deductions in an amount sufficient to provide the payment of regular dues established by the AAPSPA. Upon receipt of the written authorization referenced above, the RTAA will begin dues deductions in a timely manner, but not later than thirty (30) calendar days from receipt of such authorization. The AAPSPA shall give the RTAA thirty (30) calendar days written notice prior to any change of dues.
- B. The RTAA will abide by the AAPSPA Bylaws regarding enrollment and withdrawal periods for dues deductions.
- C. The AAPSPA shall indemnify and hold the RTAA harmless against any and all claims, demands, suits and all other forms of liability which shall arise out of or by reason of action taken or not taken by the RTAA under the provisions of this Article and at the request of the AAPSPA pursuant to this Article.

ARTICLE 9 - AAPSPA ACTIVITIES

- A. The RTAA shall allow up to one hundred (100) hours collectively a fiscal year with pay for duly elected AAPSPA Officers of the Board to conduct AAPSPA related business. The Sergeant will provide a minimum of 24 hours prior notification, in writing, to their Manager when it is necessary to attend to AAPSPA activities. It is understood that release time is subject to Manager approval and RTAA Police Department scheduling requirements.

AAPSPA Officers of the Board may only use AAPSPA business leave during regularly scheduled work hours and will not receive compensation when performing any AAPSPA related business outside of regularly scheduled work hours nor will this time count against the yearly AAPSPA leave bank. The AAPSPA will notify the RTAA, in writing, of current AAPSPA Officers of the Board within thirty (30) days after elections or as changes occur.

- B. The RTAA agrees to allow AAPSPA meetings to be held on RTAA property with prior approval from the Chief of Police or designee. Meetings shall not exceed one and one half (1.5) hour's duration. Sergeants shall not receive any compensation for meetings held beyond their regularly scheduled work hours. Based on operational needs, Sergeants may be called out of these meetings to perform duties as assigned.
- C. From time to time RTAA management may request a meeting with the duly elected Officers of the Board of AAPSPA. There shall be no loss of pay for any AAPSPA members involved in these meetings, this meeting time shall not be deducted from the allowance stated in Section A, above, and shall be mutually agreed upon.
- D. Sergeants who are parties of interest and/or witnesses in matters relating to Sergeant grievance hearings or meetings, Sergeant disciplinary meetings, and Sergeant termination meetings may be required to attend meetings with RTAA management. Sergeants will be compensated for any time spent in these meetings.
- E. Three (3) members designated by the AAPSPA shall be allowed to attend all collective bargaining sessions with pay as approved by both the RTAA and AAPSPA.
- F. The AAPSPA will be allowed a bulletin board and a file cabinet to be located in a common area of the Police department. These items may be used to store, post and view related news and issues; however, no materials may be posted which are obscene, defamatory, or impair the operation of the department.

ARTICLE 10 - PROBATIONARY EMPLOYEES

- A. Probationary employees are covered under the terms of this Agreement immediately and may be represented by the AAPSPA in all actions, except as provided in Section E, below.
- B. Employees hired from outside the RTAA or from the RTAA Police Department, will undergo a 12-month probationary period. Probationary periods may be extended in situations where the employee is absent from the workplace for 4 weeks or more during this 12-month period.
- C. During the probationary period, the Sergeant's Manager will evaluate the Sergeant at 3 and 6 months to assess the performance of the employee. A written record of the evaluation will be signed by the employee and placed in the employee's personnel file.
- D. An employee promoted into the Police Sergeant position may elect to return to their former RTAA Police Officer position within the 12-month probationary period. The employee will be entitled to the same pay, benefits and seniority they would have been entitled to absent the promotion.
- E. Should the Chief of Police determine that a promoted or an outside hire is unsuitable to perform the duties of the Police Sergeant position within the 12-month probationary period, the employee will be returned to their former RTAA Police Officer position or if an outside hire, the Sergeant will be terminated. This decision will not be subject to the Grievance Procedure.

ARTICLE 11 - REDUCTION IN FORCE/LAYOFF

- A. All layoffs will be carried out in strict compliance with applicable laws and regulations.
- B. Prior to implementation of any layoffs, the RTAA agrees to meet with the AAPSPA to discuss and consider the AAPSPA's recommended alternatives to any layoff. Such alternatives may include, for example, but are not limited to: readjustment of personnel through transfer to other positions, reduction in workweek, leave of absence, voluntary layoff, job sharing and/or other methods of staffing which may minimize mandatory layoffs.
- C. The RTAA can decide to reduce the number of positions under the jurisdiction of this Agreement due to lack of work or lack of funds pursuant to NRS 288.150. If a decision is made to reduce a Sergeant position, the Sergeant with the least seniority as a Sergeant that was promoted from Police Officer will be demoted back to their previous Airport Police Officer position. Alternatively, if the least senior Sergeant was hired as a Sergeant from outside the RTAA, they will be laid off.
- D. The RTAA will notify the AAPSPA of any proposed reduction in force/layoff at least five (5) working days prior to the official notification of Sergeants affected thereby. Such notification will include the reasons for the layoffs and the number of positions affected. The AAPSPA will then make its views and recommendations known to the RTAA regarding the implementation of such proposed layoffs. It is incumbent upon the AAPSPA to keep all information related to the reduction in force/layoff confidential until the RTAA gives notice to the affected Sergeant(s).
- E. The RTAA shall give Sergeants affected ninety (90) days prior written notice of demotion/layoff.
- F. The RTAA will cooperate with any Sergeant who is laid off as a result of a reduction in force/layoff and the State Employment Service (or equivalent agency) in determining the rights to be afforded such Sergeant and will inform such Sergeant of the method and procedures to follow in applying for any available benefits.
- G. Any Sergeant separated from service by reduction in force/layoff shall receive:
 - 1. Payment of three (3) months of COBRA coverage for existing medical, dental, and vision insurance for the Sergeant and their dependents already covered by the plan on the date of reduction in force/layoff.
 - 2. A lump sum payment of 100 hours of pay if the Sergeant's total length of service with the RTAA is less than 1 year or 400 hours of pay if the Sergeant's total length of service with the RTAA is 1 year or more.
 - 3. All accrued vacation time as a lump sum payment.

4. All eligible education reimbursement for those Sergeants currently enrolled in an approved education reimbursement class.
 5. Any Sergeant separated from service by reduction in force/layoff shall be responsible for all applicable taxes associated with payments referenced in this paragraph, sections 2 through 4.
- H. The People Operations department shall maintain a re-promotion/rehire list consisting of names of Sergeants, in order of seniority, who have been demoted/separated from service by layoff.
1. No new Sergeant shall be promoted/hired into that position until the last demoted/laid off Sergeant has been given an opportunity to be re-promoted/ return to work.
 2. A Sergeant called to return to work will have one week from the date of the notification to accept rehire and will then need to start within twenty (20) calendar days of acceptance.
 3. If the most senior laid off Sergeant declines re-promotion/rehire, that individual will be removed from the re-promotion/rehire eligibility list and the next senior Sergeant will be contacted following the same procedure as in 2, above.
 4. If all demoted/laid off Sergeants decline re-promotion/rehire, the recruitment may be opened to any qualified candidate.

ARTICLE 12 - GRIEVANCE PROCEDURE

The purpose of the Grievance Procedure shall be to settle all grievances between the RTAA and AAPSPA or any individual member as quickly as possible to ensure efficiency and promote employee morale.

- A. **Definition of Grievance:** For purposes of this Agreement, a grievance is defined as a written and filed dispute between AAPSPA, on behalf of ~~a supervisor~~ an employee covered by the collective bargaining agreement, and the RTAA over the interpretation and/or application of the expressed terms of this Agreement or a dispute over the issuance of discipline as defined herein.

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

- B. **Intention to Resolve Issues at Lowest Level.** In the spirit of maintaining harmonious and cooperative relations, the parties agree they are committed to resolving disputes at the lowest level possible. Toward this end, AAPSPA will notify the ~~operations commander or~~ Chief of Police or their designee, as appropriate, of any dispute to allow these individuals an opportunity to informally resolve matters prior to an official grievance being filed by AAPSPA. AAPSPA must bring the dispute to the ~~operations commander or~~ Chief of Police or their designee within ten (10) days of knowledge of the occurrence causing the dispute.

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

The ~~operations commander or~~ Chief of Police or their designee shall arrange for a meeting or meetings with the AAPSPA President or designee (or with an individual member) to review any investigations or facts relevant to the matter. If no investigation has taken place, discussions will be held to determine if an investigation should be initiated to resolve the matter. Additional attendees at the initial meeting with the ~~operations commander or~~ Chief of Police or their designee shall be indicated in writing and the grieved party may or may not be in attendance, but in all cases the AAPSPA President or designee shall attend.

- C. **Time Limits for Filing a Formal Grievance.** For the purpose of this Article, a "day" is defined as any calendar day except Saturdays, Sundays, or holidays.

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

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

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

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

- E. **Documentation of a Formal Grievance.** A grievance must be reduced to writing and submitted by the AAPSPA or an individual ~~supervisor~~ employee to the individual indicated in each step of the grievance procedure. That individual shall sign the grievance, indicating the time and date received, and provide a copy of the grievance to the member submitting the grievance.

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

If AAPSPA elects not to pursue a grievance, an individual member may choose to pursue their own grievance. Under these circumstances, the individual member may only pursue the grievance through Step 3, as AAPSPA is the only party with the authority to advance a grievance to mediation or arbitration. An individual member pursuing their own grievance must still observe all time frames as indicated in this Article.

- ~~E.F.~~ **Procedure for Grievances Submission:** If the ~~operations commander or~~ Chief of Police or their designee are unable to informally resolve the dispute, all grievances shall be resolved exclusively in the following manner:

Step 1 – Chief’s Hearing

Within ten (10) days of notification to AAPSPA that the dispute cannot be resolved informally, AAPSPA may submit a signed, written grievance to the Chief of Police or designee, as indicated in section D, above.

The Chief of Police or designee may make a decision on the grievance based on information already obtained through the informal process or may request an evidentiary/fact finding hearing. If a hearing is requested, it will be scheduled within ten (10) days of receipt of the grievance. The hearing shall include at least one representative from the Airport Police Department management team, an individual from the People Operations department, as well as any other RTAA representative the Chief of Police or designee deems necessary. AAPSPA shall be represented by the AAPSPA President or designee, the grievated party (if an individual), and outside counsel, if requested.

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

The Chief of Police or designee shall respond to the grievance, in writing via email, to the AAPSPA President or designee (or an individual member pursuing their own grievance) within ten (10) days of receipt of the grievance or upon completion of the evidentiary/fact finding hearing, if held. If the Chief of Police or designee fails to respond within this time limit, the grievance shall automatically move to Step 2.

Step 2 – Chief Operations & Public Safety Officer’s Hearing

If a mutually satisfactory settlement cannot be reached at Step 1, within ten (10) days from the receipt of the written response from the Chief of Police or designee, the AAPSPA President or designee (or an individual member pursuing their own grievance) may submit the grievance to Step 2 by presenting the grievance, in writing, to the Manager of Labor Relations & Benefits ~~Manager~~.

The Chief Operations & Public Safety Officer or designee may make a decision on the grievance based on information already obtained through the grievance process or may request an evidentiary/fact finding hearing. If a hearing is requested, it will be scheduled within ten (10) days of receipt of the grievance. The hearing shall include at least one representative from the Airport Police Department management team, an individual from the People Operations department, as well as any other RTAA representative the Chief Operations & Public Safety Officer or designee deems necessary. AAPSPA shall be represented by the AAPSPA President or designee, the grievated party (if an individual), and outside counsel, if requested.

The Chief Operations & Public Safety Officer or designee shall respond to the grievance, in writing via email, to the AAPSPA President or designee (or an individual member pursuing their own grievance) within ten (10) days of receipt of the grievance or upon completion of the evidentiary/fact finding hearing, if held. ~~If the Chief Operations & Public Safety Officer or designee fails to respond within this time limit, the grievance shall automatically move to Step 3.~~

Step 3 – President/CEO Appeal

~~If a mutually satisfactory settlement cannot be reached at Step 2, within ten (10) days from the receipt of the written response from the Chief Operations & Public Safety Officer or designee, the AAPSPA President or designee (or an individual member pursuing their own grievance) may submit the grievance to Step 3 by presenting the grievance, in writing, to the Labor Relations & Benefits Manager.~~

~~The President/CEO or designee may make a decision on the grievance based on information already obtained through the grievance process or may request an evidentiary/fact finding hearing. If a hearing is requested, it will be scheduled within ten (10) days of receipt of the grievance. The hearing shall include any RTAA representative the President/CEO or designee deems necessary. AAPSPA shall be represented by the AAPSPA President or designee, the grievated party (if an individual), and outside counsel, if requested.~~

~~The President/CEO or designee shall respond to the grievance, in writing via email, to the AAPSPA President or designee (or an individual member pursuing their own grievance) within ten (10) days of receipt of the grievance or upon completion of the evidentiary/fact finding hearing, if held.~~

Mediation. If a mutually satisfactory settlement cannot be reached at Step ~~3~~², within ten (10) days from the receipt of the written response from the ~~President/CEO~~ Chief Operations & Public Safety Officer or designee, the parties agree to submit the grievance to mediation with the Federal Mediation and Conciliation Service (FMCS). A request for mediation does not toll or change the parties' requirements under the Arbitration paragraph, below.

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

1. The party seeking to move the grievance to an arbitrator for final determination shall notify the other party within ten (10) days of the written decision made by the ~~President/CEO~~ Chief Operations & Public Safety Officer in Step ~~3~~². If there is no request to arbitrate the issue the grievance shall be deemed withdrawn.

2. If the decision to move forward to arbitration is made, AAPSPA and the RTAA shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS).
3. The parties shall make alternate strikes from the FMCS panel, and the dispute will be submitted to the final arbitrator remaining. The party who shall strike first shall be decided by coin-toss. Once the arbitrator is selected, a change in the date of the hearing shall not affect the arbitrator's selection by the parties. The arbitrator shall be notified in writing of their selection.
4. Arbitrations shall be limited to a single grievance unless the RTAA and AAPSPA mutually agree to the contrary.
5. Nothing in this Agreement changes the discharged members(s) obligation to mitigate ~~his or her~~ their damages.
6. The arbitrator shall have no authority, jurisdiction or power to amend, modify, nullify, or add to the provisions of this Agreement. The award of the arbitrator shall be final and binding upon the RTAA, the AAPSPA, and the members(s) involved.
7. Except in discharge cases, the fees and expenses of the arbitrator shall be shared equally by the RTAA and the AAPSPA. In discharge cases the fees and expenses of the arbitrator shall be paid by the losing party, provided that if reinstatement is ordered by the arbitrator with less than full back pay, the fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expense of preparing its case and shall make arrangements for the expense of its own witnesses or others selected or called by a party to attend or appear before the arbitrator.
8. Unless agreed otherwise, a court reporter will be used in all arbitration hearings. The cost of a court reporter shall be shared equally between both the AAPSPA and the RTAA with one copy given to each party and the arbitrator. Any other party desiring a copy will pay for the copy.

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

ARTICLE 13 - COUNSELING AND DISCIPLINE

- A. **Non-Disciplinary Actions.** It is agreed upon that the RTAA and its representative management staff in the Airport Police Department have the right and duty to maintain discipline and good order at the RTAA and to ensure that supervisors are compliant with all lawful orders, policies and procedures which are necessary for an efficient and effective organization. Non-disciplinary actions taken in the furtherance of this objective include, but are not limited to: documented training, documented warnings, and documented counseling's, as well as any coaching, orders, or instructions given during the normal course of duties by a manager of the department. Non-disciplinary actions are not subject to grievance proceedings as indicated in Article 12 of this Agreement.
1. Documented training is narrowly focused on improving supervisors' skills and abilities which are required to be effective police supervisors and carry out the prescribed duties of their classification, this includes documented remedial training. Failure to respond to training may result in disciplinary action being taken when performance does not improve.
 2. Coaching, counseling, and warnings are given when a supervisor's observed conduct or performance is of a less serious nature and no pattern of problems are detected. Use of coaching, counseling, or warnings are used when a supervisor's conduct or performance is not meeting the minimum standards of conduct set forth in the oath, values, mission, policies, procedures, or training guidelines set forth by the Airport Police Department or the RTAA.
- B. **Discipline.** It is agreed that the RTAA has the right to discipline or discharge its employees for just cause in accordance with RTAA Policies and Procedures, Airport Police Department Policies and Procedures, and NRS 289.

Matters that could potentially lead to disciplinary action will be investigated by law enforcement officials and recommendations made to the Chief of Police consistent with the Airport Police Department disciplinary matrix.

Discipline shall be subject to the Grievance Procedures as described in Article 12 of this Agreement and/or Article 14 if involuntary termination is part of the disciplinary process.

Any matters for which the Nevada Equal Rights Commission has jurisdiction or where sexual harassment is involved will be handled by the Chief People, Culture and Equity Officer under a separate set of procedures outlined under RTAA policies and procedures. However, serious police conduct complaints will not be held but may run concurrent with any such investigations.

Discipline includes the following:

1. Verbal Reprimands – are documented to indicate that supervisor's conduct or performance as observed over a period of time is not improving or is of such a nature that the supervisor needs to be placed on notice to correct the deficiencies immediately. The Operations Commander and above may issue Oral Reprimands.
2. Written Reprimand – a formal reprimand indicating poor performance, policy violations, or poor conduct observed in a specific incident or observed over a period of time. Only the Operations Commander and above may issue Written Reprimands.
3. Suspension without pay – A supervisor may be suspended without pay as a disciplinary measure when a specific incident cited is serious in nature or when conduct or performance does not improve over a period of time. Only the Chief of Police may issue a Suspension without pay after a formal Internal Affairs (IA) investigation has concluded.
4. Termination – A supervisor may be terminated as a result of disciplinary action. Termination will be carried out in accordance with the provisions of Article 14 of this Agreement. Only the Chief of Police may issue a termination after a formal Internal Affairs (IA) investigation has concluded.

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

1. The Airport Police Department utilizes a software program designed to be an early warning and intervention mechanism. The use of the system is mandated as a best practice for accreditation and is not used for disciplinary actions. Documentation in the early warning and intervention system are non-disciplinary actions and not subject to Article 12 procedures. Though non-disciplinary in nature, the supervisor may, after notification of an entry into the system, submit a rebuttal in writing within the system in accordance with rights outlined in NRS 289. Such rebuttals must be restricted to the specific warning, admonishment, or counseling in question and not be used as a way to complain generally about perceived problems in the Airport Police Department.

After a supervisor's annual evaluation cycle, it is understood that any documentation in the system for any entries prior to the evaluation date will no longer be used for any purposes.

ARTICLE 14 - INVOLUNTARY TERMINATION

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

B. PROCEDURES FOR DISCHARGE

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

If the RTAA makes an LCA offer, the Sergeant will have five (5) calendar days to decide if they will accept the offer via written notification to the Chief of Police.

If the Sergeant rejects the LCA offer, any administrative pay will be ended, and

the Sergeant will be terminated.

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

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

ARTICLE 15 - ACCESS TO PERSONNEL RECORDS

A. The RTAA maintains one (1) official personnel file which contains only personnel information, and that file is held and maintained by the People Operations Department. The RTAA will provide access to a Sergeant's official personnel file only to the Sergeant, their designated representative (in writing), RTAA legal counsel, and those management personnel in the Sergeant's chain of command, from Operations Commander to the President/CEO, unless the Sergeant has authorized (in writing) for another individual to have access to their personnel files.

1. **Sergeant Access to His/Her Their Own Records.** A Sergeant shall be entitled to view their personnel file upon request during normal business hours, i.e., Monday through Friday -- 0800 to 1700, except RTAA holidays. A Sergeant who feels that the contents of their personnel file is not accurate, timely, or complete may submit pertinent comments in writing to the Chief People, Culture, and Equity Officer for inclusion in their personnel file. A Sergeant may not remove any document from their file, but may request removal through ~~their Supervisor, the~~ Chief of Police ~~or their designee and Chief Operations & Public Safety Officer to~~ Chief People, Culture, and Equity Officer.

2. **Sergeant Designated Representative Access to Sergeant File.** A Sergeant may notify the People Operations department, in writing, that their designated representative may be allowed access to the Sergeant's personnel file. This notification shall be recognized for a period of one (1) week unless stipulated otherwise.

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

3. **Sergeant Request for Copy of Material.** A Sergeant shall be entitled, upon request, to a copy of any material in their personnel file.

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

ARTICLE 16 – SAFETY Committee

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

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

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

ARTICLE 17 - UNIFORMS

- A. The RTAA will provide uniforms and approved duty accessories to Sergeants to include a minimum of ~~five (5) short sleeved shirts, five (5) long sleeved shirts,~~ ten (10) short or long sleeved shirts (or combination thereof), five (5) pants, and (1) pair of duty boots. The police department maintains a uniform manual which all Sergeants must adhere to and may be amended by the Chief of Police or ~~his~~ their designee.
- B. All costs for equipment replacement due to normal wear and tear, uniform maintenance, dry cleaning, alterations and/or repair shall be assumed by the RTAA in lieu of uniform allowance. Any damage or replacement of equipment determined to be due to negligence or misuse shall be at the Sergeant's expense.

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

- C. The RTAA shall provide Sergeants with semi-automatic duty weapons as approved by the Chief of Police on the date of issuance. Upon separation, Sergeants shall return to the RTAA duty weapons issued to them. Sergeants may, with the approval of the Chief of Police, purchase and use their own handgun(s) of their choice while on duty.
- D. The RTAA shall provide Sergeants with required duty gear, personal protective equipment to perform necessary duties, as well as protective vests.

ARTICLE 18 - WELLNESS

- A. **PHYSICAL FITNESS.** The parties agree that the exercise room and all exercise equipment located adjacent to the Police Offices is the property of the RTAA. Sergeants may use the exercise room under the provisions of the Police department's policies.
- B. **EMPLOYEE ASSISTANCE PROGRAM.** Sergeants and their dependents are eligible to participate in the Employee Assistance Program (EAP) as provided by the RTAA and based on the terms and conditions of the EAP program agreement in effect at the time benefits are utilized.
- C. **HEARING TESTS.** The RTAA shall provide annual hearing examinations on a voluntary basis for any Sergeant. The RTAA, at their discretion, may schedule examinations at Reno-Tahoe International Airport or may designate a qualified practitioner.

ARTICLE 19 - COMMUNICABLE DISEASE

- A. In the event a Sergeant covered under this agreement or their manager 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 Sergeant may be relieved of duty without the loss of any pay or sick leave and shall be taken immediately to a local emergency hospital or an appropriate treatment facility for diagnosis and treatment.
- B. The Sergeant shall be provided with protective equipment and preventive measures designed to protect the Sergeant 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 manager if it appears the non-use of this equipment may endanger the Sergeant or another Sergeant.

Participation in any medical procedures, such as vaccination and testing, shall be at the discretion of the Sergeant, and the RTAA shall not be held responsible for any consequences to the Sergeant as a result of the Sergeant having or not having received any vaccinations or tests. This does not waive the Sergeant's rights under worker's compensation.

ARTICLE 20 - ON THE JOB INJURY

A. All Sergeants shall be covered by a Worker's Compensation Program. This program will conform to all provisions of the NRS and provide for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries, illnesses, and occupational diseases.

1. In the event a Sergeant is absent from work due to a job related injury, illness, or occupational disease, which is accepted by the Worker's Compensation Carrier under NRS 616 and/or 617, the RTAA shall pay that Sergeant the difference between awarded temporary total disability (TTD) payments and their full salary for a period of 90 calendar days unless the following provisions apply: 1) they are able to perform their normal duties; 2) they are able to perform modified duties; 3) the RTAA is able to provide work in accordance with Nevada Administrative Code 616; or 4) they become qualified to receive permanent disability compensation, whichever event occurs first.

The RTAA will make every reasonable effort to return a Sergeant back to work at the RTAA. The supplemental compensation will start from the first day of absence or illness, during such period the Sergeant 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 Sergeant's group medical insurance coverage. The parties recognize that contractual obligations with the insurance carrier may require that a Sergeant be in pay status for a minimum number of hours in order to be eligible for medical insurance coverage. In that event, the Sergeant may remain in pay status by endorsing their Worker's Compensation TTD check over to the RTAA. The RTAA will then pay the Sergeant their full salary. If the Sergeant elects not to remain in pay status, they may be required to pay the full amount of their medical insurance premiums. If they do not pay such premiums and allows medical insurance coverage to lapse, reinstatement of such coverage will be subject to the requirements of the insurance carrier.

2. In addition, if the Sergeant is temporarily disabled for a period longer than 90 days and they desire to remain in full pay status, they may use accrued sick or vacation time in conjunction with TTD payments. The Sergeant may then elect to endorse their TTD check over to the RTAA in exchange for their full paycheck as set forth above.
3. If the Sergeant has exhausted pay continuance, they may apply for a medical leave of absence under Article 23, Leaves of Absence, for additional time off of work.

If the leave is denied or upon conclusion of any approved leave, if the Sergeant is unable to perform their regular duties and another employment opportunity at the RTAA is unavailable, the Sergeant may be administratively separated. The Sergeant may alternatively submit a voluntary resignation.

ARTICLE 21 - HOURS OF WORK

- A. The workday begins at 0001 and ends at 2400 the same day. The workweek begins at 0001 Monday and ends at 2400 (midnight) on the following Sunday.
- B. ~~The scheduling of work shifts and the beginning and ending days and times shall be as directed by the Chief of Police or his designee. All Sergeants will work four (4) ten (10) hour shifts per work week, or any other work shift as agreed upon by the Chief of Police or his designee and the AAPSPA.~~ The scheduling of work shifts and the beginning and ending days and times shall be as directed by the Chief of Police or their designee. Sergeants will be scheduled for consecutive days off.
- C. The Chief of Police or ~~his~~ their designee may ~~reassign Sergeants to different shifts or may change the length of shifts due to operational necessity~~ schedule and assign Sergeants covered by this Agreement to work any combination of:
- Five (5) eight (8) hour shifts per workweek
 - Four (4) ten (10) hour shifts per workweek
 - Twelve (12) hour shifts per workweek
 - Four (4) nine (9) hour shifts per workweek, to include one (1) additional 8 hour shift every other workweek
 - Twenty-four (24) hour shifts
 - And any other work shift as agreed upon by the RTAA and AAPSPA
- D. A Sergeant who is placed on administrative leave with pay shall be removed from their regular work shift and be available on administrative workdays/times.

ARTICLE 22 – SHIFT BIDDING

- A. Sergeants shall be permitted to bid for shifts/days off on the basis of seniority in classification.
- B. There will be three (3) schedule changes/shift bidding per year. The changes to become effective beginning on the first day of the first full pay period of January, May, and September. ~~Sergeants will not bid the same shift more than two consecutive bids in a row.~~ The AAPSPA recognizes that the RTAA retains the right to assign shifts based on the operational needs and staffing requirements of the department.
- C. The shift schedule shall be posted not less than ten (10) days prior to the effective date of the shift change.

ARTICLE 23 - LEAVES OF ABSENCE

A. LEAVES OF ABSENCE WITH PAY

- ~~1. **Vacation Leave.** Sergeants may take vacation leave as approved by the Operations Commander.~~
 - ~~a. Sergeants shall accrue vacation hours as follows based on total RTAA service:

Less than 5 years' service: _____ 6 hours/pay period
5 years but less than 10 years' service: _____ 7 hours/pay period
10 years or more service: _____ 8 hours /pay period~~
 - ~~b. Sergeants earn vacation accrual from their date of employment and may use hours as they are accrued.~~
 - ~~c. Vacation leave is charged in ½ day increments. Sergeants taking leave in anything less than ½ day increments will not be required to use accrued vacation hours.~~
 - ~~d. Vacation will be debited from accrued hours as follows for Sergeants working 10 hours shifts:

1. Up to 2 continuous days: 8 hours each day

2. 3 or more continuous days: 10 hours each day~~
 - ~~e. If a designated holiday is observed during a Sergeant's vacation period, the Sergeant will not be charged for vacation time on that day but will code holiday on their time card and receive holiday pay in lieu of vacation pay.~~
 - ~~f. Vacation will not be accrued during any unpaid Leave of Absence of thirty (30) calendar days or more unless required by law.~~
 - ~~g. Vacation Scheduling. Approval of vacation leave will be based on staffing requirements and will be "first come, first served" dependent upon the order of arrival of submitted leave requests.~~
 - ~~h. Maximum Vacation Accrual. Any vacation leave accrual that exceeds 520 hours at the end of the last pay period of any fiscal year will be paid to a Sergeant on the last pay check of the fiscal year at their base rate of pay.~~
 - ~~i. Vacation Cash Out Option. If a Sergeant has taken at least two weeks (80 hours) of vacation leave in a fiscal year, the Sergeant will be eligible to cash in one week (40 hours) of vacation accrual within that same fiscal year at the Sergeant's base rate of pay.~~

~~j. **Vacation Pay Out at Separation.** A Sergeant who separates employment with the RTAA for any reason will be paid for unused accrued vacation time at their base rate of pay.~~

1. **Vacation Leave** – the provisions of this section are effective the beginning of the first full pay period after the signing of this Agreement by the parties.

a. **Rate of Accrual.** Any Sergeant who has been continuously employed in full-time status by the RTAA shall be credited vacation hours for the following:

<u>Less than 5 years</u>	<u>5 hours for each full pay period</u>
<u>5 years but less than 10 years</u>	<u>6 hours for each full pay period</u>
<u>10 years but less than 15 years</u>	<u>7 hours for each full pay period</u>
<u>15 years or more</u>	<u>8 hours for each full pay period</u>

Continuous service shall be defined as a period of employment which has not been interrupted by more than thirty (30) calendar days at any one time, except by authorized leave of absence with pay, sick leave, vacation, or military leave of absence and includes total RTAA service, not just time in position.

b. **Eligibility Provisions**

1. Sergeants earn vacation hours from date of employment and will be eligible to use any accrued paid vacation immediately.
2. If a designated holiday is observed during a Sergeant's vacation period, the Sergeant will not be charged for vacation time on that day but will code holiday on their time card and receive holiday pay in lieu of vacation pay.
3. Vacation will not be accrued during any unpaid Leave of Absence of thirty (30) calendar days or more unless required by law.
4. A Sergeant will not convert vacation time to sick time off due to illness or disability occurring while on vacation.
5. **Termination.** A Sergeant who terminates employment with the RTAA for any reason will be paid for unused accrued vacation time.

c. **Vacation Scheduling.** Vacations will be approved by the Chief of Police or their designee with due consideration given to staffing requirements, Sergeant's length of service, and Sergeant preferences, in the order listed. However, Sergeants who schedule their vacation at the beginning of the calendar year and receive approval will be given priority over the Sergeants with seniority who do not schedule at the beginning of the calendar year.

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

1. Vacation pay will be computed by multiplying the Sergeant's hourly base rate of pay by the number of hours of vacation hours taken.
2. In February and August of each year, the RTAA shall pay accrued vacation time to those Sergeants that have provided written notice of their intent to "cash out" accrued hours. Sergeants must provide this written notification to Payroll during the month of January and July each year.

Only those Sergeants with over two hundred (200) vacation hours on the books as of the last pay period in January or June of each year can take advantage of this "cash out" option. Sergeants must "cash out" their accrued vacation time in lots of forty (40) hours at a time and must maintain a balance of at least forty (40) accrued hours.

The RTAA shall make this payment to participating Sergeants on the first payday in February or August of each year.

- e. **Accumulation of Vacation.** A Sergeant's unused vacation hours may not exceed, at any time, the number of vacation hours accruable in fifty-two (52) pay periods. No additional vacation hours will be accrued until the unused vacation hour balance is reduced below the maximum allowable level.

~~2. Sick Leave~~

- ~~a. Sick leave may be requested when the Sergeant is incapacitated due to illness, injury, pregnancy, childbirth or adoption. Sick leave may also be requested when the Sergeant is quarantined, receiving required medical or dental services or examinations, or upon need to provide care due to injury or illness of a Sergeant's spouse, siblings, children/step children, parents, stepparents, father-in-law, mother-in-law, grandparents, other legal dependents, or any person living in the officer's home for sixty (60) days or more.~~
- ~~b. Sergeants will accrue 4.6 hours of sick leave each pay period and may use hours as they are accrued. Sick leave accrual is not subject to any maximum accrual amount.~~
- ~~c. Sick leave is charged in ½ day increments. Sergeants taking leave in anything less than ½ day increments will not be required to use accrued sick hours.~~
- ~~d. Sick will be debited from accrued hours as follows for Sergeants working 10 hours shifts:~~
 - ~~1. Up to 2 continuous days: 8 hours each day~~
 - ~~2. 3 or more continuous days: 10 hours each day~~

- ~~e. If a designated holiday is observed during a Sergeant's sick period, the Sergeant will not be charged for sick time on that day but will code holiday on their time card and receive holiday pay in lieu of sick pay.~~
- ~~f. Sick leave must be approved by the Operations Commander prior to payment of any sick time.~~
- ~~g. Sick will not be accrued during any unpaid Leave of Absence of thirty (30) calendar days or more unless required by law.~~

2. **Sick Leave** the provisions of this section are effective the beginning of the first full pay period after the signing of this Agreement by the parties.

- a. Sergeants will accrue 4.6 hours of sick leave each pay period from the date of employment and may use hours as they are accrued.

Sick leave accrual is not subject to any maximum accrual amount.

- b. Sick leave may be requested when the Sergeant is incapacitated due to illness, injury, pregnancy, childbirth or adoption. Sick leave shall also be granted when the Sergeant is quarantined, receiving required medical or dental services or examinations, or upon need to provide care due to injury or illness of a Sergeant's spouse, siblings, children/step children, parents, stepparents, father-in-law, mother-in-law, grandparents, other legal dependents, or any person living in the Sergeant's home for sixty (60) days or more.

A doctor's statement may be required if circumstances so justify.

- c. A Sergeant may request vacation leave to care for any family member not identified in a, above. This time off will be considered by the Chief of Police or their designee on a case-by-case basis.
- d. Sick leave shall be charged on the basis of actual time used to the nearest quarter hour.
- e. If a designated holiday is observed during a Sergeant's period of sick leave, the Sergeant will not be charged for sick time on that day but will code holiday on their time card and receive holiday pay in lieu of sick pay.
- f. Sick leave must be approved by the Chief of Police or their designee prior to payment of any accrued sick time.
- g. Sick will not be accrued during any unpaid Leave of Absence of thirty (30) calendar days or more unless required by law.
- h. In no case will sick leave be granted in lieu of vacation time.

3. **FMLA Leave**

To the extent available, leave granted under this Agreement shall run concurrently with the leave granted under the Family Medical Leave Act (FMLA). To the extent any provisions of this Agreement and the FMLA conflict, the provisions set forth in the FMLA shall control as provided for in the RTAA's FMLA Policy that may be modified or revised during the term of the Agreement.

~~4. **Holiday Leave**~~

~~a. Regular paid holidays are:~~

January 1	New Year's Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
First Monday in September	Labor Day
Last Friday in October	Nevada Day Observed
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday Following Thanksgiving	Family Day
December 24	Christmas Eve
December 25	Christmas
Floating Holiday	Any day selected by the Sergeant

~~and any other day declared a holiday by the RTAA.~~

~~b. A Sergeant whose normal day off coincides with a holiday or who works on a holiday will be granted an equivalent day off with pay by the Operations Commander.~~

54. Military Leave. This section applies to a Sergeant who is an active member of the Nevada National Guard or any reserve component of the United States Armed Forces and presents military orders to serve on active duty. Any Sergeant who is an active member of the Nevada National Guard, or any reserve component of the United States Armed Forces, shall be relieved from duties upon presentation of orders from their military unit to serve on training duty without loss of regular compensation for a period not to exceed three (3) calendar weeks or 120 hours in any one (1) calendar year. These do not have to be consecutive weeks or hours. The RTAA shall not deduct such time from the Sergeant's accrued leave bank (as prescribed in the NRS).

65. Bereavement Leave. When a death occurs in a Sergeant's immediately family, a Sergeant may request up to ~~five (5)~~ three (3) days of sick leave to be used within

six (6) months of the date of death to arrange and attend a funeral and/or to see to the affairs of the deceased's estate. This leave may be taken consecutively or non-consecutively. A Sergeant's immediate family includes the Sergeant's spouse, parents, stepparents, siblings, children, stepchildren, aunts, uncles, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, ~~or~~ grandchild, or any person living in the Sergeant's home for sixty (60) days or more. Under special circumstance, the ~~Sergeant's supervisor~~ Chief of Police or their designee may approve additional vacation leave or unpaid time off if vacation is not available.

A Sergeant may request vacation leave to attend the funeral of any family member not identified above. This time off will be considered by the ~~Sergeant's supervisor~~ Chief of Police or their designee on a case-by-case basis.

- 76. Jury Duty.** Any Sergeant receiving notice of jury duty shall submit a copy of the notice to the ~~Operations Commander~~ Chief of Police or their designee promptly and shall work as much of their regularly scheduled shift as such jury duty permits. Combined time on jury duty and at work shall not exceed the total hours of the workday.

Sergeants appearing for jury duty shall receive their regular pay for the period of absence caused by jury duty and may also keep all checks received from the court for jury duty.

Sergeants shall exercise their jury duty preemption if it is available.

- 87. Court Leave.** Sergeants appearing as witnesses in court shall ~~be expected to attend regardless of whether their attendance is~~ receive overtime pay unless they appear during regularly scheduled duty hours ~~or not~~. The Sergeant may keep all checks received from the court. If a Sergeant who is appearing as a witness in court is released early while serving as a witness, they shall report back to resume work for the remainder of their shift, if applicable.

B. LEAVES OF ABSENCE WITHOUT PAY

~~Leaves of absence without pay are available to accommodate the compelling needs of Sergeants when other forms of allowable absence are not available. A Sergeant must use all accumulated and other leave permitted under this Agreement before a leave of absence without pay will be considered. The impact of such leaves of absence on the division/department shall be a major consideration in the approval process.~~

- ~~1. Leaves of absence without pay of up to five (5) days may be granted by the Chief of Police. Leaves of absence without pay in excess of five (5) days may be granted by the RTAA's Chief Operations and Public Safety Officer for medical disability or personal reasons. Unpaid leaves of absences will not be granted until all appropriate paid leave is exhausted. Specific procedures to be followed are delineated in Paragraph D.~~

~~a. Medical. An unpaid medical/disability leave of absence may be granted for a justifiable period of time up to a total of 180 days per incident. Failure or inability to report for resumption of job duties at the expiration of the medical leave shall be considered as a resignation.~~

~~b. Personal. Personal leaves of absence without pay may be granted for a maximum of 180 calendar days on the approval of the Chief Operations and Public Safety Officer. Failure or inability to report for resumption of job duties at the expiration of the personal leave shall be considered as a resignation.~~

1. Leaves of absence without pay are available to accommodate the compelling medical/disability or personal needs of a Sergeant when other forms of allowable absence are not available. The impact of such leaves of absence on the department shall be a major consideration in the approval process.

2. Leaves of absence without pay will not be granted until all appropriate paid leave is exhausted.

3. Leaves of absence without pay may only be requested for a continuous period of time and will not be granted for intermittent leave.

4. In no case will leaves without pay be approved for more than a total of 180 days per Agreement term.

5. Failure or inability to report for resumption of job duties at the expiration of the approved leave without pay shall be considered a voluntary resignation.

6. Leaves required by law will not be subject to the above but will instead be based on the requirements under that law (i.e. FMLA).

27. EFFECT OF LEAVES OF ABSENCE WITHOUT PAY ON SERGEANT 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 a Sergeant's eligibility for benefits that accrue on the basis of length of employment unless required by law.

b. A Sergeant on an unpaid leave of absence will not accrue vacation or sick leave during the leave of absence.

c. A Sergeant, who is on an unpaid leave, is not eligible for pay for any holiday that occurs during the unpaid leave.

d. A Sergeant on an unpaid leave of absence of over thirty (30) calendar days shall not be entitled to receive RTAA paid group insurance premiums, unless

required by law (i.e. FMLA), but is entitled to assume the premium payments if the insurance policy allows. The Sergeant will contact the People Operations department to determine the procedure for continuation of medical insurance while they are on an unpaid leave of absence. If the Sergeant elects to let the insurance lapse, reinstatement of insurance coverage shall be based on insurance carrier provisions.

- e. Upon notifying the RTAA of their intention to return to employment, a Sergeant shall be reinstated to their specific assignment or an equivalent position. For Sergeants on a medical leave of absence, a fitness for duty certification may be requested before reinstatement will occur.
- f. Upon return from any unpaid leave of absence over thirty (30) calendar days, the Sergeant's next annual merit increase amount will be pro-rated by one (1) day for each day in excess of thirty (30) days out of pay status.

38. UNPAID LEAVE OF ABSENCE PROCEDURES AND RESPONSIBILITIES

- a. Sergeants seeking an unpaid leave of absence are required to:

- ~~1. Notify the Operations Commander as far as possible in advance of the need for a leave of absence.~~
- ~~21. Complete the appropriate request and submit it for review and recommendation to the Operations Commander. Provide a written request to the Chief of Police or their designee at least two (2) weeks before the anticipated start of the leave.~~
- ~~32.~~ Provide support documentation such as a physician's written statement, military orders, adoption paper, etc.
- ~~43.~~ As appropriate, maintain contact with the ~~Operations Commander~~ Chief of Police or their designee or the People Operations department regarding prognosis and/or possible return date. Notify the ~~Operations Commander~~ Chief of Police or their designee at earliest possible date of intent/date of return. For Sergeants on an unpaid medical leave of absence, provide a fitness for duty certification upon intent to return to work.
- ~~54.~~ If an extension of the unpaid leave of absence becomes necessary, a written request must be submitted to the ~~Operations Commander~~ Chief of Police or their designee prior to the expiration of the leave of absence.
- ~~4b. Operations Commander/Chief of Police. The Operations Commander/Chief of Police or their designee will review the request and forward it to the Chief of Police with their recommendation/ comments:~~

a.—The Chief of Police or their designee will review and act upon a request for leave of absence without pay in consideration of the following factors:

~~a.~~1) The purpose for which the leave is requested;

~~b.~~2) The length of time the ~~officer~~ Sergeant will be away; and

~~c.~~3) The effect the leave will have on the ability of the Department to carry out its responsibilities.

ARTICLE 24 - COMPENSATION

A. ANNUAL INCREASES IN THE SALARY RANGE & SERGEANTS' PAY

1. Salary Range

- ~~a. Effective the start of the first pay period after the signing of this Agreement, Sergeant's will receive a 3.5% wage increase.~~
- ~~b. Effective 7/1/2022, any change to the minimum and the maximum of the salary range shall be based on whether there is an increase in the 12-month average of the CPI for Urban Wage Earners and Clerical Workers (CPI-W) for the previous year as compared to the year prior to that (e.g. 2020 Annual compared to 2021 Annual), rounded to the nearest quarter percentage. This CPI adjustment, however, shall not exceed 2.5% and not be less than 1%~~
- ~~c. Sergeants' wages will be increased to match this CPI adjustment effective on July 1st of each adjusted year.~~
- a. Effective on the dates indicated below and as reflected in Appendix 1, the salary range for Sergeants will be increased.
 - July 1, 2023: as indicated in Appendix 1
 - July 1, 2024: +2%
 - July 1, 2025: +2%
- b. Effective 6/19/2023, each Sergeant will receive a 5% increase.
- c. Each Sergeant will also receive a 2% increase the beginning of the first full pay period after July 1, 2024, and July 1, 2025. This increase will be applied before the merit increase indicated in section 3, below.

2. New Hire Salaries

Upon hire or promotion, the RTAA will place a Sergeant into the Salary Schedule (as reflected in Appendix 1) at any salary within that range as determined by the RTAA based on the Sergeant's knowledge, skills and/or abilities.

3. Merit Increases

- a. On July 1, ~~2022~~ 2024 and July 1, 2025, each Sergeant's performance will be reviewed and rated through a performance appraisal completed by the Operations Commander and reviewed by the Chief of Police and People Operations based on the Sergeant's demonstrated performance in the previous twelve (12) month period. The purpose of the performance appraisal is to

annually assess performance and, if needed, to provide a tool for performance improvement.

- b. When giving the performance rating, the Operations Commander will give a tentative rating that is reviewed by the Chief of Police and People Operations before the rating is communicated to the Sergeant. Completion of each Sergeant's appraisal should be completed by August 31st.
- c. The Operations Commander may develop and discuss quality and quantity standards for each essential job task in the Sergeant's position description. If the Operations Commander chooses to develop these standards, they will discuss them with the Sergeant near the beginning of a performance period.
- d. Upon receipt of a "Contributor" or above rating on their performance appraisal, Sergeant's will be eligible for a 5% merit increase the beginning of the first full pay period after July 1st.
- e. If a Sergeant has not been in the Sergeant position for the full 12 months of the previous fiscal year, the Sergeant's 5% merit increase will be pro-rated based on the actual amount of time in the Sergeant position in the previous fiscal year. However, Sergeants with less than 90 days of service by July 1st, will not be eligible for a merit increase until the subsequent July 1st. This increase will only be based on service time in the preceding fiscal year.
- f. Should the 5% merit increase cause a Sergeant's pay to exceed the maximum wage in the range, ~~the Sergeant will be paid the amount exceeding the maximum wage in a single lump sum payment~~ the Sergeant will only receive an increase to the maximum of the salary range.
- g. If a Sergeant's performance is assessed as "Unsatisfactory", they will be placed on a performance improvement plan and given ninety (90) calendar days to improve their performance to at least a "Contributor". At the end of this ninety (90) calendar days, the Operations Commander will re-assess the Sergeant's performance. If the performance has been improved to at least a "Contributor", the Sergeant will be eligible for a 5% increase (or an increase to the maximum of the salary range if the 5% merit increase will cause the Sergeant's pay to exceed the maximum wage in the range) effective ~~on the date~~ the beginning of the first full pay period after the date of the re-assessment. Failure to achieve at least a "Contributor" rating at the end of this ninety (90) calendar day period, may result in disciplinary action, up to and including demotion or termination. This action may be grieved through Article 13, Counseling and Discipline.
- h. The Chief of Police or his designee may extend the performance improvement period from ninety (90) calendar days up to one hundred and eighty (180) calendar days.

~~B. BONUSES/INCENTIVES~~

~~Annually, if funded, the President/CEO will implement an Incentive Achievement Program for employees covered exclusively under the Management Guidelines. The criteria for evaluating employee achievement for an incentive award will be provided to affected employees within the first three months of the fiscal year. This is done so that employees are informed about what types of effort are necessary to receive the incentive award. Sergeants will be provided with this criteria and will be eligible for any Incentive Achievement Program that is implemented.~~

B. OVERTIME - the provisions of this section are effective the beginning of the first full pay period after the signing of this Agreement by the parties.

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

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

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

C. COMPENSATORY TIME - the provisions of this section are effective the beginning of the first full pay period after the signing of this Agreement by the parties.

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

1. **Use of Compensatory Time:** A Sergeant may request compensatory time off in lieu of vacation leave by submitting a time off request indicating the use of compensatory time. Approval of compensatory time off shall rest with the Chief of Police or their designee.
2. **Option to Cash Out Compensatory Time:** A Sergeant wishing to be paid for any accrued compensatory time will indicate the number of hours they wish to cash out on their bi-weekly timecard. Payment for compensatory time shall be included in the Sergeant's bi-weekly payroll check. Compensatory time shall be paid at the Sergeant's hourly base rate of pay.

3. **Maximum Accruals and Required Cash Out:** The accrual of compensatory time shall not exceed one hundred and twenty (120) hours. In the event that a Sergeant does not use/cash out the compensatory time in excess of one hundred and twenty (120) hours, the compensatory time shall be paid to the Sergeant per the guidelines of Article 30 – Post Employment Health Plan, item B.2.

4. **Termination:** A Sergeant who terminates employment with the RTAA for any reason will be paid for all compensatory time on the books at the time of separation.

D. **ON-CALL DUTY** - the provisions of this section are effective the beginning of the first full pay period after the signing of this Agreement by the parties.

From time to time the Chief of Police or their designee may have an articulable reason to place Sergeants on call. On-Call duty is a period of time during which the assigned Sergeant is to be available to respond to any work-related calls or emergencies during other than their normally scheduled working hours.

1. The AAPSPA and the Chief of Police will work together to determine a mutually satisfactory method for the assignment of on-call duty.

a. Sergeant's will be compensated for all assigned on-call duty time at 10% of their hourly base rate of pay.

b. Sergeants placed onto on-call duty must remain fit for duty and immediately answer any phone call/text from the RTAA.

E. **CALL BACK** - the provisions of this section are effective the beginning of the first full pay period after the signing of this Agreement by the parties..

1. When a Sergeant has completed their regularly scheduled workday and has been released from duty and is then directed by the RTAA to return to work or to report to work prior to the beginning of their next scheduled shift, the Sergeant shall be paid at the rate of one and one half (1½) times their hourly base rate of pay.

2. Call back pay will only be paid for hours worked outside of the Sergeant's regularly scheduled shift and will begin when a Sergeant actually reports to work and not at the time they are called to return to work.

3. A Sergeant may not receive on-call pay and call back pay simultaneously but may be eligible for on-call pay before and then after the call back, as assigned.

4. Upon the start of the Sergeant's regularly scheduled shift, the Sergeant will be paid at their hourly base rate of pay. However, the RTAA will pay a Sergeant called back for work a minimum of two (2) hours call back pay.

5. Eligibility for PERS contributions on call back wages is determined by PERS

regulations and applicable state statutes.

F. **PYRAMIDING** - the provisions of this section are effective the beginning of the first full pay period after the signing of this Agreement by the parties.

Overtime pay or other premium pay such as holiday worked pay and call back pay will not be pyramided. For the purposes of this Agreement, the term “pyramiding” means the payment of overtime or other premium pay paid more than once for the same hours.

G. **SHIFT DIFFERENTIAL** - the provisions of this section are effective the beginning of the first full pay period after the signing of this Agreement by the parties.

1. Sergeants shall be eligible for shift differential pay for any working hours that occur between the hours of 5:00 pm to 7:00 am.
2. Sergeants eligible for shift differential pay shall be paid an additional \$3.00 per hour for all hours worked between the hours indicated above.
3. Shift differential will not be paid when an employee is on sick, vacation, holiday, worker’s compensation or other types of paid time not worked.

ARTICLE 25 – ~~ON-CALL DIFFERENTIAL~~ HOLIDAYS

~~Sergeants are required to be available by cellular phone 24 hours per day, 7 days a week to be available to officers when there is no supervisor on duty.~~

~~All Sergeants will receive a lump sum payment equal to 10% of their base pay added to their salary each pay period to compensate them for this availability expectation.~~

A. Regular paid holidays are:

<u>January 1</u>	<u>New Year's Day</u>
<u>Third Monday in January</u>	<u>Martin Luther King's Birthday</u>
<u>Third Monday in February</u>	<u>President's Day</u>
<u>Last Monday in May</u>	<u>Memorial Day</u>
<u>June 19</u>	<u>Juneteenth</u>
<u>July 4</u>	<u>Independence Day</u>
<u>First Monday in September</u>	<u>Labor Day</u>
<u>Last Friday in October</u>	<u>Nevada Day Observed</u>
<u>November 11</u>	<u>Veteran's Day</u>
<u>Fourth Thursday in November</u>	<u>Thanksgiving Day</u>
<u>Friday Following Thanksgiving</u>	<u>Family Day</u>
<u>December 24</u>	<u>Christmas Eve</u>
<u>December 25</u>	<u>Christmas</u>
<u>Floating Holiday</u>	<u>Any day selected by the Sergeant</u>

and any other day declared a holiday by the RTAA.

1. Eligibility Requirements

a. Sergeants are eligible for holiday pay benefits from the date of employment.

b. A Sergeant who is on paid leave of absence will be eligible for holiday pay on the day the holiday actually occurs during the paid leave of absence. A Sergeant, who is on an unpaid leave, is not eligible for pay for any holiday that occurs during the unpaid leave.

2. Holiday Pay - the provisions of this section are effective the beginning of the first full pay period after the signing of this Agreement by the parties.

a. Sergeants who work on the date the holiday actually occurs as listed in A, above, will be paid two and one half (2½) times their hourly base rate of pay for all time actually worked on the holiday.

b. Sergeants taking the holiday off on a regularly scheduled work day will receive the same number of hours of holiday pay at their hourly base rate on the date the holiday actually occurs based on the number of hours they are regularly

scheduled to work. These hours are excluded from time worked for the purposes of overtime eligibility.

- c. Holiday falling on Sergeant's regularly scheduled day off - the Sergeant will receive eight (8) hours of holiday pay at their hourly base rate of pay on the date the holiday actually occurs regardless of the number of hours they regularly work. These hours are excluded from time worked for the purposes of overtime eligibility.
- d. If a holiday falls on a Sergeant's regularly scheduled day off, they must work their entire scheduled shift immediately prior to and after the day of the holiday (unless sent home from work by the Chief of Police or their designee) or have previously approved leave in order to receive holiday pay. Leave must be scheduled and approved at least 24 hours in advance.

It is understood that in some cases a Sergeant's "scheduled shift" may not be the actual day before or after the day of the holiday because of scheduled days off.

- e. If a Sergeant is scheduled to work the holiday and they don't end up working or getting approved leave at least 24 hours in advance, they will not be eligible for holiday pay. They will, however, be permitted to request accrued leave.
- f. If a Sergeant desires time off to observe a holiday not listed above, they may request vacation leave and such time off may be granted by the Chief of Police or the their designee, subject to operational needs and staffing requirements of the department.

ARTICLE 26 - GROUP INSURANCE

- A. The RTAA shall offer the following insurance benefits to Sergeants and their eligible dependents:
1. Medical Insurance
 2. Dental Insurance
 3. Prescription Insurance
 4. Vision Insurance
 5. Life Insurance
 6. Long Term Disability (Sergeant coverage only)
 7. Such other insurance benefits as may be mutually agreed upon by the RTAA and AAPSPA.

- B. Effective upon the signing of this Agreement, the RTAA shall pay Sergeants premiums for the coverages listed in subparagraphs A.1. through A.7., subject to the following limitations:

Sergeant only coverage	100% per month
Child/ren coverage	85% per month
Spouse coverage	85% per month
Family coverage	85% per month

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

Dependent Eligibility. Insurance plan provisions require that dependents must meet certain eligibility requirements to be eligible for coverage under the RTAA'S plan. Sergeants are responsible for notifying the People Operations department in writing within forty-five (45) days of any family status change that may make their dependents ineligible for continued coverage. Failure to notify the People Operations department of a change within this timeframe may result in: (1) the employee being required to pay premiums for coverage that a dependent does not have until the next open enrollment period and (2) the employee being responsible for expenses incurred by dependents who are no longer eligible for coverage.

- C. **Life Insurance.** The RTAA will pay for life insurance at two (2) times the Sergeant's salary rounded up to the nearest thousand* for a maximum of at least \$300,000, with additional coverage of \$5,000 for the Sergeant's spouse, and \$1000 for each of the Sergeant's covered dependent children. Life insurance will apply to the Sergeant's base salary at the time of death.

*Note: Actual amount of life insurance paid will be subject to any limitations, reductions or exclusions based on the terms and conditions of the insurance company policy in effect at the time benefits are disbursed (i.e. reduction based on age, etc.).

- D. **Insurance Committee.** The RTAA and AAPSPA will cooperate in the continuing objective of obtaining the highest level of employee group insurance benefits within reasonable and realistic budgetary constraints. The Insurance Committee shall be the exclusive representative of management and employees to research, analyze, and formulate final recommendations to the President/CEO involving all matters regarding group insurance programs (e.g. modifications to existing or implementation of new programs) for presentation to the RTAA Board of Trustees. Such Committee shall be comprised of four (4) representatives of the RTAA, two (2) representatives of the Teamsters Local 533, one (1) representative of the AAPOPA, and one (1) representative of the AAPSPA which representatives shall establish ground rules governing the conduct of business by the Insurance Committee.
- E. AAPSPA agrees to abide by all recommendations of the Insurance Committee and the recommendations of the Insurance Committee will not be subject to grievance by individual Sergeants.

ARTICLE 27 - OUT OF CLASS ASSIGNMENT

- A. The parties recognize the RTAA's right to assign and direct its Sergeants. However, the RTAA will endeavor to keep Sergeants working within their respective classifications. In the event that there is a permanent assignment of duties which the Sergeant believes alters the classification of their position, the Sergeant may request to have their position studied by the People Operations department. If the Sergeant or the AAPSPA disagrees with the results of the study, the matter may be appealed through the Grievance Procedure, Article 12, starting at Step 1. An appeal processed through the Grievance Procedure shall be the exclusive remedy for these matters.
- B. In the event there is a temporary assignment to a higher classification, the Sergeant shall be compensated according to the following policies and procedures:
1. Pay for work in a higher classification is a short term remedy in those instances where temporary replacement is required for an incumbent of a position who is not available to perform the duties of the position.
 2. If an absence of an incumbent requires assignment of a Sergeant to duties which may qualify for pay for work in a higher classification, the Chief of Police shall decide which Sergeant will be assigned from those Sergeants willing to accept the temporary assignment. Should there be no Sergeants willing to accept the assignment, the Chief of Police can mandate the temporary assignment to any Sergeant.
 - a. The nature of the departmental assignment must be such that the Sergeant assuming the position becomes responsible for the full duties of the higher position.
 - b. Pay for work in a higher classification shall not be utilized as a substitute for regular merit promotional procedures and may not be utilized in lieu of permanently filling a vacancy through normal hiring procedures.
 3. The Sergeant is eligible for additional pay if the new position assignment is worked for 40 or more consecutive hours and will be paid the additional pay retroactive to the first day of the assignment.
 4. The rate of pay for the assignment shall be at least five percent (5%) above the ~~current base salary~~ hourly base rate of pay of the selected Sergeant or the minimum of the salary range for the particular job classification, whichever is greater. Sergeants will continue to be eligible for the 10% On-Call differential pay during their temporary higher classification assignment.
 5. Authorization for higher pay assignments shall be for a specified period but not for more than six (6) months. There may be extensions of such periods upon submission and approval of a new request.
 6. The People Operations department shall be notified by the Chief of Police when a higher pay assignment is initiated and terminated.

ARTICLE 28 - EDUCATION AND DEVELOPMENT

- A. **Tuition Reimbursement.** Tuition reimbursement is available for normal and customary expenses associated with a class, seminar, conference, or study course that is useful for the Sergeant's position, performance or to a logical career path with the RTAA.
1. The reimbursement is available for any course begun in a fiscal year up to a maximum of \$1,500. There will be no reimbursement if the cost is assumed by any other institution, scholarship, or grant-in-aid.
 2. The Sergeant must submit application for approval for tuition reimbursement through the Operations Commander to the Chief People, Culture, & Equity Officer prior to the start of the educational course. Final approval for tuition reimbursement will be made by the Chief People, Culture, & Equity Officer; any denials will be for articulable, written reasons.
 3. Requests will be denied if the RTAA determines that the educational course does not meet the requirements of section A, above, or if the RTAA's fiscal year Tuition Reimbursement budget limit has already been reached based on requests previously submitted and approved.
 4. Reimbursable expenses shall include tuition, course fees, books and consumable materials.
 5. While courses shall normally be taken on the Sergeant's own time, exceptions may be granted by the Chief of Police, in which case hours from work must be deducted from earned vacation or be recorded as an unpaid excused absence.
 6. Reimbursement will be made upon presentation of receipts for covered costs and grade notices substantiating a grade of C or better, PASS in a pass/fail course or certificate of completion/attendance.
- B. **Education & POST Incentive.** Effective the beginning of the first full pay period after the signing of this Agreement by the parties, educational/POST incentives shall be paid as follows:
1. Any Sergeant who has earned a Nevada POST Supervisor certificate or higher or who has obtained a Bachelor's degree from an accredited college or university will receive an additional payment in the amount of 3% of their hourly base rate of pay, payable on their biweekly paycheck.
 2. Any Sergeant who has obtained a Master's degree from an accredited college or university will receive 5% of their hourly base rate of pay, payable on their biweekly paycheck.
 - a. No Sergeant will receive compensation for more than one of the above

subsections.

- b. A Sergeant requesting education or POST incentive pay shall be required to provide a certified transcript or a copy of the POST certificate to People Operations. For Sergeants receiving a degree or certification after the signing of this Agreement, the Sergeant will receive the incentive pay beginning the first full pay period following the date the transcript or certification is received by People Operations, subject to section c, below.
- c. Sergeants promoted from within the RTAA, will be eligible for incentive pay immediately upon receipt of the transcript or certification by People Operations.

Sergeants hired from outside the RTAA will be eligible for incentive pay after satisfactory completion of their probationary period and upon receipt of the transcript or certification by People Operations.

ARTICLE 29 - RETIREMENT

- A. The RTAA participates in the Nevada Public Employees Retirement System (PERS) under the Employer Pay Contribution Plan.
- B. Eligibility for membership in Nevada PERS and PERSable wage contributions are determined by PERS and applicable state statutes.
- C. ~~Based on the FLSA exempt status of the Sergeants, the RTAA shall pay 100% of the retirement contributions to the Nevada Public Employees Retirement System (PERS) for Sergeants.~~

~~Future~~ PERS contribution rate increases/decreases on and after July 1, ~~2023~~ 2024, will be split equally between the RTAA and the employees. The salary schedule (Appendix 1) and the salary of each employee will automatically be decreased by one-half (1/2) of any PERS increase and increased by one-half (1/2) of any PERS rate decrease.

ARTICLE 30 – POST EMPLOYMENT HEALTH PLAN

The RTAA ~~will establish~~ has established a Post Employment Health Plan (PEHP), pursuant to Section 501(c) (9) of the Internal Revenue Code permitting such plans. The purpose of the plan is to provide for reimbursement of qualified post-employment expenses for medical insurance, accessible by Sergeants who have separated from employment with the RTAA. This Article is effective the beginning of the first full pay period after signing of the Agreement by the parties:

- A. Sergeants will be enrolled in this plan immediately upon promotion/hire into the rank of Sergeant.
- B. The RTAA shall make contributions on behalf of the Sergeants based on the following funding sources:

- ~~1. Effective July 1, 2022, and annually each July 1st thereafter, for those Sergeants with accrued sick leave balances in the amounts indicated below as of the last pay period in June, the RTAA shall contribute the amount of accrued sick leave indicated below from each Sergeant's sick leave accrual into the Sergeant's individual PEHP plan account at 100% of the Sergeant's base rate of pay as of June 30th. All contributions will be made on a pre-tax basis.~~

Sick Leave Accrual	Amount of Sick Leave Contributed to Sergeant's PEHP Account
100-199 hours	5 hours
200-299 hours	10 hours
300-399 hours	25 hours
400-499 hours	35 hours
500-599 hours	50 hours
600-699 hours	65 hours
700-799 hours	80 hours
800-899 hours	95 hours
900-999 hours	110 hours
1000 or more hours	150 hours

- ~~2. Effective July 1, 2022, and annually each July 1st thereafter, for those Sergeants with accrued vacation leave balances greater than two hundred (200) hours as of the last pay period in June, the RTAA shall contribute twenty (20) hours from each Sergeant's vacation leave accrual into the Sergeant's individual PEHP plan account at 100% of the Sergeant's base rate of pay as of June 30th. All contributions will be made on a pre-tax basis.~~
- ~~3. Effective July 1, 2022, and annually each July 1st thereafter, for those Sergeants that have not used their Floating Holiday provided for in Article 23 of this Agreement as of the last pay period in June, the RTAA will convert the Floating Holiday hours at the Sergeant's base rate of pay as of June 30th and contribute those funds to the~~

~~Sergeant's individual PEHP plan account. All contributions will be made on a pre-tax basis.~~

1. An amount equal to \$31.00 of each Sergeant's salary per pay period shall be contributed into their plan account.
2. Once a Sergeant has accumulated one hundred and twenty (120) hours of compensatory time, the RTAA shall contribute 100% of that Sergeant's compensatory time in excess of one hundred and twenty (120) hours into their plan account at 100% of their hourly base rate of pay.
3. If a Sergeant has accumulated 880 hours of sick accrual as of the last pay period in October of any year, the RTAA shall contribute annually in December 100% of that Sergeant's sick accrual in excess of 880 hours into their plan account at 100% of their hourly base rate of pay.
4. On the first pay period each December, the RTAA shall contribute forty (40) hours of each Sergeant's accrued vacation time into their plan account at 100% of their base pay, provided the Sergeant's vacation accrual balance is three hundred and forty (340) hours or more as of the last pay period in November.

C. The RTAA recognizes that Sergeants need to be encouraged to participate actively in their retirement planning and to prepare for the expense of retirement, (i.e. health insurance, etc.). To that end, the RTAA will reimburse Sergeant up to a maximum of \$300 for the services of a certified financial planner to assist the Sergeant with the monetary aspects of their retirement. This reimbursement is available to Sergeants within the twelve (12) months prior to retirement into the PERS system.

ARTICLE 31 - MISCELLANEOUS BENEFITS

The RTAA agrees to continue coverage and pay the full premium for the insurance benefits for the spouse and dependents of a Sergeant killed in the line of duty through the COBRA continuation of coverage provisions. The coverage provided will be the same as the Sergeant had selected that benefit year for spouse and dependent children under the plan offered by the RTAA. Coverage will be continued and paid for by the RTAA for a period of three (3) years after the Sergeant's death.

If the RTAA Sergeants become covered under NRS 617, coverage for the spouse of a Sergeant killed in the line of duty will be provided until the spouse reaches the age of sixty-five (65) or their remarriage, whichever occurs first (as provided for in NRS 287.021). In addition, the dependent child(ren) will be covered under the same or a replacement benefit plan available to other dependents of Sergeants as allowed under the current plan provisions for dependent coverage.

ARTICLE 32 – LEGAL REPRESENTATION

As long as a Sergeant is performing their prescribed and authorized duties at the RTAA, the RTAA shall:

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

ARTICLE 33 - SECONDARY EMPLOYMENT

Sergeants may obtain secondary employment as outlined in the Police department's Secondary Employment policy, that may be amended by the Chief of Police or ~~his~~ their designee.

ARTICLE 34 – FITNESS FOR DUTY/ALCOHOL, DRUG AND CONTROLLED SUBSTANCE USAGE

Supporting mental and physical health is essential for the well-being of Sergeants. Sergeants experience job-related stressors ranging from interpersonal conflicts to traumatic events. The RTAA agrees to support the wellness of the Sergeants through programs such as leaves of absence, vacation, and employee benefits.

- A. **Physical Fitness for Duty.** Each Sergeant must maintain a minimum level of physical fitness in order to be capable of performing ~~his or her~~ their duties to protect the public and one another. No Sergeant may report for duty physically impaired, injured, or ill to the point they cannot perform the essential and critical functions of their job duties as assigned (this does not apply to work related injuries where a physician has approved a Sergeant to work in a modified duty capacity).
- a. A Sergeant who has been advised by their physician to limit their duties or not to return to duty, shall notify ~~a supervisor~~ the Chief of Police or their designee immediately. Any Sergeant who attempts to work without notifying a supervisor the Chief of Police or their designee or should reasonably know they are not fit for duty may be subject to discipline.
 - b. If ~~any police manager~~ the Chief of Police or their designee observes behavior, actions, inactions or functional physical limitations that would bring into question the Sergeant's ability to carry out the physical requirements of their job, ~~that manager~~ the Chief of Police or their designee may recommend that the Sergeant be evaluated for fitness for duty. If People Operations ~~and the Chief of Police~~ concurs, the Sergeant may be referred for a physical exam to determine if they are fit for duty. The nature of the observations may also require a referral for a psychological exam in conjunction with the physical exam (see Psychological Fitness for Duty, below).
 - c. The fitness for duty physical exam will be done by an RTAA selected physician who is familiar with medical screenings for employment as a Police Sergeant. The RTAA will pay for the exam and the Sergeant will be paid for their time to perform the exam.
 - d. If, in the opinion of the physician, the Sergeant has a limited ability or is unfit for duty, that Sergeant will be placed on sick leave until such time as the Sergeant is found to be fit for duty by a qualified health care professional.
- B. **Psychological Fitness for Duty.** It is required that all Sergeants maintain a reasonable mental and emotional health status. If it is believed that a Sergeant's mental and/or emotional health status is compromised, a fitness for duty evaluation may be performed as indicated below.

1. **Annual Behavioral Health Wellness Evaluation.**

- a. The RTAA shall pay for an annual behavioral health wellness visit as provided for in NRS 289.510(1)(c)(6) and regulations promulgated by the Peace Officers' Standards and Training Commission for all Sergeants to aid in preserving the emotional and mental health of the Sergeant and to assess conditions that may affect the performance of duties by the Sergeant.
- b. The wellness visit will be performed by an RTAA selected mental health professional who is familiar with behavioral health for employment as a Police Sergeant.
- c. Sergeants will be paid for time spent to perform the wellness visit.
- d. A copy of the results of the wellness visit will be placed in the Sergeant's confidential medical file located in People Operations.
- e. Any Sergeant determined to be psychologically unfit for duty will not be returned to full duties until such time as the Sergeant is found to be fit for duty by a mental health professional. Long term inability to perform the duties of the position may result in a no fault termination from the position.

42. Referrals. A Sergeant may be referred for a fitness for duty evaluation whenever there is reason to believe their behavior and/or conduct is such that their psychological fitness to perform their duties is questioned (e.g. emotional problems, difficulty handling stress, etc.). This also includes possible associated medical issues identified by either the Sergeant or the RTAA which may affect the Sergeant's ability to perform their assigned duties (see Physical Fitness for Duty, above).

- a. A fitness for duty evaluation may be conducted upon recommendation by ~~a Sergeant's supervisor~~ the Chief of Police or their designee and is not part of the RTAA's Employee Assistance Program (EAP). ~~The Sergeant's supervisor shall make such recommendation to the Chief of Police, providing~~ Chief of Police or their designee will ~~written~~ documentation detailing the reasons for the recommendation. ~~The Chief of Police and will approve or deny the referral based on a review of the documentation and after consultation with the Chief People, Culture & Equity Officer.~~ The reasons for the recommendation provided by the Chief of Police or their designee that will be used to consult with the Chief People, Culture & Equity Officer is not subject to grievance or challenge by AAPSPA or the employee pursuant under this Agreement and is not intended to be considered as limiting the consultation between the Chief People, Culture & Equity Officer and the Chief of Police.
- b. If approved, the Sergeant will be advised of the evaluation and the Chief of Police or their designee will contact the Chief People, Culture & Equity Officer to coordinate scheduling. Only a licensed ~~Forensic Psychologist~~ mental health

professional with experience in consulting with law enforcement shall be used to conduct the evaluation.

- c. Upon scheduling of the evaluation, the Sergeant's participation is mandatory. The Sergeant will be expected to cooperate fully, including signing release forms for the evaluator to obtain any relevant records (including medical and mental health records). In addition, the Sergeant will cooperate with the evaluator in obtaining any additional relevant information. Any Sergeant who refuses to participate or who fails to cooperate with the evaluator shall be subject to disciplinary action.

23. Evaluation. Fitness for duty evaluations will include but are not limited to: clinical interviews, relevant psychological testing, physical examination, and other recommended testing.

The RTAA will provide the evaluator with relevant information which may include but is not limited to: observations, notes in the early warning/intervention system, the ~~supervisor's recommendation~~ Chief of Police or their designee's documentation, performance evaluations, prior disciplinary actions, etc. This information is intended to provide background information to aid the evaluator in conducting the fitness for duty examination but is not intended to be considered limiting upon that evaluator's final determination. The information provided by the Chief of Police to aid the evaluator is not subject to grievance or challenge by AAPSPA or the employee pursuant under this Agreement.

- a. In any fitness for duty evaluation, the following factors may be reviewed along with any other relevant issues to include but not limited to the following: cognitive flexibility, emotional control, lawful behavior, ability to command respect, judgment, interpersonal skills, communication skills, and the Sergeant's physical and/or mental ability to perform their assigned duties.
- b. The evaluator shall retain the original file of the evaluation. Any evaluation documentation received by the RTAA will only be reviewed and shared as is necessary to determine the Sergeant's fitness for duty. Evaluation documentation received shall be kept in the Sergeant's confidential medical file in People Operations.
- c. The Sergeant may request a second opinion evaluation. This evaluation will also need to be scheduled with a licensed ~~Forensic Psychologist~~ mental health professional with experience in consulting with law enforcement. The RTAA and AAPSPA will select an appropriate evaluator. The second evaluation shall be at the RTAA's expense, and the Sergeant will be paid for their time to perform the exam.
- d. In the event of conflicting opinions between the first and second evaluations, a third evaluator will be selected by the RTAA and AAPSPA. The cost of this

evaluation will be shared equally by the RTAA and AAPSPA, and the sergeant will be paid for their time to perform the exam.

- e. The RTAA will review the/all evaluations and determine if the Sergeant is fit or unfit for duty based on the recommendations and opinions documented by the evaluator(s).

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

- C. **Alcohol, Drugs, and Controlled Substances.** Sergeants will be subject to the RTAA's Drug Free Workplace Policy, as may be amended as needed by the RTAA.

ARTICLE 35 – SPECIAL ASSIGNMENTS

A. The RTAA will pay Sergeants assigned to a special assignment by the Chief of Police or their designee in accordance with this Article. This Article is effective the beginning of the first full pay period after signing of the Agreement by the parties.

The following are considered special assignments:

1. Training/PTO Program Sergeant – Assigned Sergeants will be paid an additional five percent (5%) of the Sergeant's hourly base rate of pay for all hours worked. Paid time not worked, such as vacation, sick, non-worked holidays, funeral and compensatory time will not be eligible for the additional 5% premium pay. In addition, paid time when not on property is not eligible for the additional 5% premium pay (unless approved by the Chief of Police or their designee).
2. Canine Program Sergeant – Assigned Sergeants will be paid an additional five percent (5%) of the Sergeant's hourly base rate of pay for all hours worked. Paid time not worked, such as vacation, sick, non-worked holidays, funeral and compensatory time will not be eligible for the additional 5% premium pay. In addition, paid time when not on property is not eligible for the additional 5% premium pay (unless approved by the Chief of Police or their designee).
3. Explosive Detection Canine Handler Sergeant (Canine Handler) - responsible for handling, training and caring for explosive detection canine and for performing Canine Handler duties.
 - a. Sergeants assigned as a Canine Handler will be paid an additional three percent (3%) of the Sergeant's hourly base rate of pay for all hours worked. Paid time not worked, such as vacation, sick, non-worked holidays, funeral and compensatory time will not be eligible for the additional 3% premium pay. In addition, paid time when not on property is not eligible for the additional 3% premium pay (unless approved by the Chief of Police or their designee).
 - b. A Sergeant assigned as a Canine Handler will record one half (.50) hours of paid time on their time sheet for each day that the Canine Handler performs at-home care, grooming, transportation and feeding of one or more canines.

ARTICLE 36 – LONGEVITY PAY

- A. Each Sergeant who has completed five (5) years of service with the RTAA will be eligible for longevity pay in addition to their regular salary, beginning the first full pay period after July 1, 2024
- B. Thereafter, each Sergeant that reaches five (5) years of service with the RTAA, will be eligible for longevity pay, to begin the first full pay period after the Sergeant reaches five (5) years of service with the RTAA.
- B. Sergeants will earn longevity pay at the rate of one half of one percent (0.5%) for each year of service with the RTAA, up to a maximum payment cap of 12.5%.
- C. 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, a Sergeant's rehire date will be used to determine length of service if a Sergeant terminates and is then rehired.
- D. Eligible Sergeants will receive longevity pay based on their hourly base rate of pay, payable on their biweekly paycheck.
- E. Increases to a Sergeant's longevity percentage will begin the start of the first full pay period after the Sergeant completes each additional year of service.

ARTICLE 37 - CONSOLIDATION

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

ARTICLE ~~35~~ 38 - SAVINGS CLAUSE

- A. This Agreement is the entire agreement of the parties. The parties acknowledge that they have fully bargained with respect to all terms and conditions of employment and have settled them for the duration of this Agreement.
- B. Should any of the provisions of the Agreement become invalid under any State or Federal Law, said provisions shall be modified to comply with said law. However, the remainder of this Agreement shall at all times remain in full force and effect and shall be binding upon the parties signatory hereto.
- C. Attached hereto as Appendix 2 are the following side letters, MOUs or similar documents which contain all of the prior agreements, past practices and other understandings which are not otherwise covered by the express terms of this Agreement:
- Side Letter #1: ~~Cesar Aranda-Torres' probationary period~~ Vacation cash out for Ray Guzman and Keith Bopko.
 - Side Letter #2: "Grandfathering" of vacation accrual amount for Cesar Aranda-Torres and Pete Dunbar.

ARTICLE ~~36~~ 39 - DURATION OF THE AGREEMENT

This Agreement shall be effective ~~the 9th day of December 2021~~ July 1, 2023, and shall remain in full force and effect through the 30th day of June ~~2023~~ 2026 and year to year thereafter unless modified as provided for herein, except that if negotiations are in process and a new Agreement has not been reached by June 30, ~~2023~~ 2026, the provisions of this Agreement (except for any wage increase provisions) shall continue in full force and effect until settlement is reached.

- A. By February 1, ~~2023~~ 2026, the RTAA and AAPSPA shall submit written notice to each other of their intent to begin negotiations over changes in any one or more of the provisions contained in this Agreement.
- B. The provisions of this Agreement are subject to re-negotiation at any time with the mutual consent of both parties.

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

**AIRPORT AUTHORITY POLICE
SERGEANTS' PROTECTIVE ASSOCIATION**

**RENO-TAHOE
AIRPORT AUTHORITY**

By: _____
President

By: _____
President/CEO

Date: _____

Date: _____

ATTEST:

By: _____

By: _____
Chief People, Culture & Equity Officer

Date: _____

Date: _____

APPENDIX 1

~~SALARY SCHEDULE FOR PERSONNEL COVERED BY THIS AGREEMENT~~ **~~Effective July 1, 2021 through June 30, 2022~~**

	<u>Minimum</u>	<u>Maximum</u>
7/1/2021 – 6/30/2022:	\$88,624	\$115,718

SALARY SCHEDULES

Effective July 1, 2023

<u>Minimum</u>	<u>Maximum</u>
<u>\$48.86</u>	<u>\$61.82</u>

Effective July 1, 2024 (reflects a 2% increase)

<u>Minimum</u>	<u>Maximum</u>
<u>\$49.84</u>	<u>\$63.06</u>

Effective July 1, 2025 (reflects a 2% increase)

<u>Minimum</u>	<u>Maximum</u>
<u>\$50.84</u>	<u>\$64.32</u>

APPENDIX 2

Side Letter #1: ~~Cesar Aranda-Torres' Probationary Period. The AAPSPA and the RTAA agree that Cesar Aranda-Torres, having recently been promoted into the Sergeant position, will be covered by the Probationary Period language contained in Article 9, with a probationary period start date of 8/2/2021~~

Any vacation accrual for Ray Guzman and Keith Bopko above 300 hours as of pay period end 9/24/23, will be paid out at their hourly base rate of pay on their 9/25/23 paycheck.

Side Letter #2: Cesar Aranda-Torres and Pete Dunbar currently accrue 7 hours of vacation per pay period based on the previous Article 23 – Leaves of Absence language. Pete and Cesar will be grandfathered at this accrual rate until they are eligible to move to the next higher accrual amount once they reach 15 years of RTAA service in April and September 2031, respectively, as provided for in the new Article 23 language.

Board Memorandum

08/2023-55

In Preparation for the Regular Board Meeting on August 10, 2023

Subject: Adoption of Resolution No. 564 Establishing a Policy On Special Events

STAFF RECOMMENDATION

Staff recommends approval of the Proposed Motion stated below.

BACKGROUND

The Reno-Tahoe Airport Authority (RTAA) frequently receives requests to utilize RTAA property for events, including events hosted on the leaseholds of RTAA tenants. The RTAA, under the direction of its Board of Trustees (Board) is bound by various state and federal statutes and federal grant assurance obligations to ensure the Reno-Tahoe International Airport (RNO) and Reno-Stead Airport (RTS) are safely and efficiently operated and used for aeronautical purposes. The Board has expressed concern that certain categories of events can conflict with the RTAA's legal obligations, and requested RTAA staff bring forward a proposed policy to address these concerns.

DISCUSSION

The proposed policy, included as an attachment to this Memo, would prohibit any event at RNO or RTS that is not substantially related to the RTAA's mission in support of local and regional air transportation and commerce, does not relate to airport or tenant operations, that is inconsistent with safe and convenient passage of air travelers and cargo, or that is inconsistent with Federal law and policy. This policy would extend to any facility at RNO or RTS that is controlled by a tenant pursuant to a lease agreement with the RTAA. The proposed policy would not prohibit free speech activities, which are permitted pursuant to the RNO Rules and Regulations, Section 2.

The proposed policy is consistent with the RTAA and the Board's legal obligations. For example, under the RTAA's enabling legislation (Ch. 474, Statutes of Nevada 1977, section 2(2)(a)), the "Board" is charged with responsibility for facilitating safe and convenient air travel and transport to and from the Reno area. As a recipient of federal grant funds, the RTAA is bound by federal grant assurances, which include the assurance that airport revenue be used only for capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the RTAA and directly and substantially related to air transportation of passengers or property. Additionally, pursuant to FAA regulations, the RTAA must generally prohibit the use of aeronautical facilities for non-aeronautical purposes and the FAA strictly limits the circumstances under which the RTAA could close any part of RNO or RTS for nonaeronautical purposes.

FISCAL IMPACT

There is no known fiscal impact associated with this action.

COMMITTEE COORDINATION

None

PROPOSED MOTION

“Move to adopt Resolution No. 564, a resolution establishing a policy on special events.”

RESOLUTION NO. 564

A RESOLUTION ESTABLISHING A POLICY ON SPECIAL EVENTS

WHEREAS, the Reno-Tahoe Airport Authority (RTAA or Authority) recognizes that, from time to time, requests are made for staging special events on Authority property. For the purposes of this Policy, “special event” means an activity that is not directly related to normal airport operations. Special events include activities promoting local and regional travel; tenant activities directly and substantially related to authorized aeronautical uses; activities honoring military and public service; and special operations at the National Guard bases.

WHEREAS, requests may be made for events such as rallies in support of partisan political causes, candidates for public office, or for private commercial interests having no connection with the Authority or aeronautical activity. The Board is concerned that such events can conflict with the safe and efficient operation of its transportation facilities, as required by state and federal law.

WHEREAS, the Board is mindful that certain types of events may give rise to a public perception that the Authority advocates for certain commercial activities or products, political causes, or candidates for office, which the Authority cannot and does not do. In addition, permitting a special event that promotes, or appears to promote, a partisan political cause or a candidate may encourage requests for similar events by competing candidates or those with opposing views.

WHEREAS, the RTAA Rules & Regulations permit free speech activities under certain conditions and at designated locations at RNO.

WHEREAS, the adoption of a policy regarding special events at airport facilities is in the best interest of the Authority and will further its statutory mission.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Reno-Tahoe Airport Authority establish the following Policy for the Reno-Tahoe International Airport and the Reno-Stead Airport:

POLICY ON SPECIAL EVENTS

I. PURPOSE

The RTAA Board of Trustees (the “Board”) is charged with responsibility for facilitating safe and convenient air travel and transport to and from the Reno area. Ch. 474, Statutes of Nevada 1977, section 2(2)(a). The Board has exclusive authority to control the Reno-Tahoe International Airport and the Reno-Stead Airport (together, the “Airports”), any portions of the Airports, and all other RTAA facilities. The Board must take care to comply with federal law applicable to airports and the use of federal funds. Federal grant assurances, for example, require that airport revenue be used exclusively for airport capital and operating

costs, and prohibit the Authority from causing or permitting any activity at the Airports that would interfere with their use for airport purposes.

As public officers, Trustees must not request or otherwise cause the Authority to incur an expense or make an expenditure to support or oppose a ballot question or a candidate for office. NRS 281A.520. Further, Trustees must not use Authority staff time, facilities, or property to benefit their personal interests. NRS 281A.400(7).

II. STATEMENT OF POLICY

It is the Board's policy not to permit or authorize any special event at Authority Airports and facilities that is not substantially related to the RTAA's mission in support of local and regional air transportation and commerce, does not relate to airport or tenant operations, or that is inconsistent with safe and convenient passage of air travelers and cargo. This policy is not intended to limit free speech activities permitted under the RNO Rules and Regulations, Section 2.

The conduct of special events at facilities under the control of tenants or concessionaires must comply with the terms of any applicable lease or other agreement; must be addressed by appropriate insurance; must comply with RTAA rules and regulations; must be consistent with this policy; and must provide for the full reimbursement of any costs incurred by the RTAA related to the event (e.g., cost of security, police, fire protection, crowd control, etc.).

On motion by Trustee _____, second by Trustee _____, the foregoing Resolution was passed and adopted this 10th day of August 2023, by the following vote of the Board:

Ayes: _____

Nays: _____

Absent: _____ Abstain: _____

Carol Chaplin, Chair

ATTEST:

Adam Kramer, Secretary

Board Memorandum

08/2023-56

In Preparation for the Regular Board Meeting on August 10, 2023

Subject: Consideration of approval of Reno-Tahoe Airport Authority Chair's Permanent Committee Appointments for Fiscal Year 2023-2024

STAFF RECOMMENDATION

This Memorandum describes the Chairperson's appointments to Permanent Board Committees, which require Board approval. In addition, this Memorandum summarizes the Chairperson's discretionary appointment for various liaison positions. Staff recommends approval of the Proposed Motion stated below.

BACKGROUND

Bylaw 9140 provides that the Chairperson shall, *with approval of the Board*, establish Permanent Board Committees consisting of at least two members of the Board, but less than the full membership of the Board. The Chair is an ex-officio member of any committee of which he/she is not a regular member. The Chair typically appoints 3-4 members to a permanent committee.

At present there are two Permanent Committees: the Finance and Business Development Committee and the Planning and Construction Committee. These committees hear informational items and also make recommendations on whether matters brought before them should be advanced for consideration by the full Board. Bylaw 9240 provides that the Treasurer shall also serve as the Chair of the Finance and Business Development Committee.

To assure a quorum can be assembled in the absence of a committee member(s), the Chair also appoints two alternates to these committees. When sufficient regular committee members of either of these committees are not present for purposes of a quorum, the first alternate will sit as a regular committee member with voting rights. If the first alternate is not available, or if both alternates are required for a quorum to be present, the second alternate will also sit as a regular committee member with voting rights.

Bylaw 9150 provides that the Chairperson may appoint temporary committees comprising not less than two members of the Board but less than the full membership, for special purposes. These committees are discharged on completion of their assignment. **At present there are no temporary committees.**

In addition to the Committees described above, Bylaw 9210 provides that the Chairperson may appoint Board members to serve as liaisons to various community boards, organizations, and committees. **At present these include the following:** the Community Roadshow/Community

Outreach Committee (COC); the Airport Sustainability Advisory Committee; the Users Working Group; the Land Development Working Group; the Air Service Development Committee; and the Art Advisory Committee.

DISCUSSION

The Chair solicited input from Board members regarding their interest in serving on the RTAA Committees, and in liaison capacities. After careful consideration of Trustee requests and, taking into account their respective backgrounds and experience, the Chair has assigned Trustees in Committee positions and liaison roles where they may best serve the mission of the RTAA. The Committee members outlined below will serve until new appointments are made by the next Chairperson in FY 2024-2025.

Chair Chaplin, therefore, recommends the following Permanent Committee appointments and seeks the Board's formal approval:

Finance & Business Development Committee

Chair: Jennifer Cunningham	Alt 1: Art Sperber
Vice-Chair: Richard Jay	Alt 2: Shaun Carey
Member 1: Kitty Jung	
Member 2: Cortney Young	

Planning & Construction Committee

Chair: Art Sperber	Alt 1: Kitty Jung
Vice-Chair: Shaun Carey	Alt 2: Carol Chaplin
Member 1: Joel Grace	
Member 2: Cortney Young	

Chair Chaplin has made the following liaison appointments:

Community Roadshow / Community Outreach Committee (COC)

Board Liaison: Richard Jay

Airport Sustainability Advisory Committee

Board Liaison: Shaun Carey

Users Working Group

Board Liaison: Richard Jay

Land Development Working Group

Board Liaison: Joel Grace

Air Service Development Committee

Board Liaison 1: Jennifer Cunningham
Board Liaison 2: Adam Kramer
Board Liaison 3: Carol Chaplin

Art Advisory Committee

Board Liaison: Jennifer Cunningham

FISCAL IMPACT

Approval of this item has no fiscal impact to the RTAA

COMMITTEE COORDINATION

None

PROPOSED MOTION

“Approve the Chairman’s Permanent Committee appointments for Fiscal Year 2023-2024.”