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

Fiscal Years 2026 - 2027, 2027 - 2028 and 2028 - 2029



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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 employee is designated to receive for their job classification, excluding any additional types of pay.

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

Excused Absence: An absence before which an employee notifies their supervisor/manager and for which the supervisor/manager grants permission to the employee 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 Chief or Assistant Chief.

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 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 employees, this

period normally lasts for 12 months.

Seniority: Seniority will be based on the date of promotion.

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

Unexcused Absence: Defined as the employee 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 employees 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.

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

ARTICLE 3 – RECOGNITION

A. In accordance with the provisions of NRS 288, the RTAA hereby recognizes the AAPSPA as the exclusive collective bargaining agent for all employees employed by the RTAA in the job classification listed in Appendix 2. This recognition is granted for the period during which the AAPSPA qualifies as the exclusive representative of those employees under the provisions of NRS 288.

B. Employees primarily function within the jurisdictional boundaries of 2001 E. Plumb Lane and properties butting up to (referred to as “the Airport”). Should staffing levels permit, and as approved by the Chief of Airport Police or their designee, employees may respond to RTAA properties outside of “the Airport”, which includes the Reno-Stead Airport.

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 an employee, but excluding the right to assign or transfer an employee as a form of discipline.

2. Suspend, demote, discharge, or take other disciplinary action against any employee for just cause.

3. The right to reduce in force or lay off any employee 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 employees covered by this Agreement to comply with this pledge.

B. The RTAA will not lock out any employees 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 employee 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 any state or federally protected category may be submitted to People Operations 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 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 employee, 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 employee 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 employee 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. Employees shall not receive any compensation for meetings held beyond their regularly scheduled work hours. Based on operational needs, employees 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. Employees who are parties of interest and/or witnesses in matters relating to employee grievance hearings or meetings, employee disciplinary meetings, and employee termination meetings may be required to attend meetings with RTAA management. Employees 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.

G. Employees shall be responsible for properly utilizing the electronic timekeeping system to accurately reflect the utilization of these hours, including documentation in the electronic timekeeping system as to general AAPSPA activities performed.

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 employee's Manager will evaluate the employee 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. A promoted employee may elect to return to their former RTAA Police position within the 12-month probationary period. A request by an employee to return to their former RTAA Police position outside the 12-month probationary period may be permitted subject to review and approval by the Chief of Police or designee. 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 their position within the 12-month probationary period, the employee will be returned to their former RTAA Police position or if an outside hire, the employee 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 covered under the jurisdiction of this Agreement due to lack of work or lack of funds pursuant to NRS 288.150. If this decision is made, the employee with the least seniority in that designated classification will be demoted back to their previously held RTAA position. For example, a Sergeant that was promoted from Police Officer will be demoted back to their previous Airport Police Officer position. Alternatively, if the least senior employee was hired into their position 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 employees 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 employee(s).

E. The RTAA shall give employees affected ninety (90) days prior written notice of demotion/layoff.

F. The RTAA will cooperate with any employee 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 employee and will inform such employee of the method and procedures to follow in applying for any available benefits.

G. Any employee separated from service by reduction in force/layoff shall receive:

    1. Payment of six (6) months of COBRA coverage for existing medical, dental, and vision insurance for the employee and their dependents already covered by the plan on the date of reduction in force/layoff.

    2. A lump sum payment equal to two (2) weeks' base pay for each year of service. Any partial year of service will be pro-rated at the same rate.

    3. All accrued vacation time as a lump sum payment.

4. All eligible education reimbursement for those employees currently enrolled in an approved education reimbursement class.

5. Any employee 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 employees, in order of seniority, who have been demoted/separated from service by layoff.

1. No new employee shall be promoted/hired into that position until the last demoted/laid off employee has been given an opportunity to be re-promoted/ return to work.

2. An employee 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 employee declines re-promotion/rehire, that individual will be removed from the re-promotion/rehire eligibility list and the next senior employee will be contacted following the same procedure as in 2, above.

4. If all demoted/laid off employees 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 employee 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 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 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 Chief of Police or their designee within ten (10) days of knowledge of the occurrence causing the dispute.

   AAPSPA recognizes that the Assistant Chief of Police 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 Chief of Police or their designee shall arrange for a meeting or meetings with the AAPSPA President or designee (or with an individual employee) to review any investigations or facts relevant to the matter. If no investigation has taken place, discussions will be held to determine if an investigation should be initiated to resolve the matter. Additional attendees at the initial meeting with the Chief of Police 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 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 employee 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 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 employee may choose to pursue their own grievance. Under these circumstances, the individual employee 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 employee pursuing their own grievance must still observe all time frames as indicated in this Article.

F. **Procedure for Grievances Submission:** If the 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 grieved party (if an individual), and outside counsel, if requested.

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

The Chief of Police or designee shall respond to the grievance, in writing via email, to the AAPSPA President or designee (or an individual employee 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 employee pursuing their own grievance) may submit the grievance to Step 2 by presenting the grievance, in writing, to the Labor Relations 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 grieved 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 employee 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 2, within ten (10) days from the receipt of the written response from the 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 Chief Operations & Public Safety Officer in Step 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 employee's obligation to mitigate 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 employee 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.

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

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 employees 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 employees' skills and abilities which are required to be effective employees 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 an employee'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 an employee'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 and Culture 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 employee's conduct or performance as observed over a period of time is not improving or is of such a nature that the employee needs to be placed on notice to correct the deficiencies immediately. The Assistant Chief of Police and above may issue Verbal 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 Assistant Chief of Police and above may issue Written Reprimands.

3. Suspension without pay – An employee 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 or designee may issue a Suspension without pay after a formal Internal Affairs (IA) investigation has concluded.

4. Termination – An employee 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 or designee may issue a termination after a formal Internal Affairs (IA) investigation has concluded.

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

1. Verbal Reprimands: 12 months
2. Written Reprimands: 18 months
3. Suspension without Pay: 5 years

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

1. The Airport Police Department utilizes a system 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 employee 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.

D. After an employee'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 an employee covered under this Agreement without just cause. An employee 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 employee nor shall the representative answer questions for the employee. The employee shall have the right to respond to all charges. The employee's response shall be confined to the specific charge(s). The employee 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 and Culture Officer or designee.

2. If termination is supported, People Operations will notify the employee of the date and time of a pre-termination hearing. At the pre-termination hearing, the RTAA will provide the employee with a written statement as to the reasons, including acts or omissions and grounds upon which the termination is based. The employee 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 and Culture Officer or any of their designees and the employee. The employee may also bring representation to the hearing.

    b. At the conclusion of the hearing, the employee 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 employee of the findings.

    a. If the findings support a termination, any administrative pay will be ended, and the employee will be terminated.

    b. Alternatively and depending on the circumstances, the RTAA may offer an employee 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 employee will have five (5) calendar days to decide if they will accept the offer via written notification to the Chief of Police.

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

If the employee 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 employee or the AAPSPA have five (5) calendar days to appeal the termination, in writing, sending it to the Labor Relations Manager.

5. If there is no appeal from the employee or AAPSPA within the time allowed the employee and the AAPSPA shall be deemed to have waived the right to protest or appeal the termination.

6. If the employee 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 an employee's official personnel file only to the employee, their designated representative (in writing), RTAA legal counsel, and those management personnel in the employee's chain of command, from Assistant Chief of Airport Police to the President/CEO, unless the employee has authorized (in writing) for another individual to have access to their personnel files.

1. **Employee Access to Their Own Records.** An employee 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. An employee 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 and Culture Officer for inclusion in their personnel file. An employee may not remove any document from their file but may request removal through the Chief of Police or their designee.

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

   The employee'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. **Employee Request for Copy of Material.** An employee 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 an employee's personnel file unless a copy of the same is provided to the employee. The employee 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 employees to include a minimum of 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 employees must adhere to and may be amended by the Chief of Police or 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 employee's expense.

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

C. The RTAA shall provide employees with semi-automatic duty weapons as approved by the Chief of Police on the date of issuance. Upon separation, employees shall return to the RTAA duty weapons issued to them. employees may, with the approval of the Chief of Police, purchase and use their own duty weapons while on duty.

D. The RTAA shall provide employees 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 is the property of the RTAA. Employees may use the exercise room under the provisions of the Police department's policies.

1. The parties agree to a voluntary physical agility testing program to be administered annually each August using a testing/scoring standard established by POST.

    a. If at least 40% of all eligible employees participate in the testing program, then employees that attain a passing score will receive a $1,000 payment.

    b. This payment will be made within two (2) pay periods after all annual testing is completed.

    c. Employees participating in the voluntary physical agility test shall be in full pay status during testing.

    d. There will be no reprisal or punitive action taken against any employee scoring less than the passing score on the test.

    e. Effective August 31, 2026, employees not participating in the voluntary physical agility test will not be allowed to utilize the RTAA workout room during duty hours.

B. **EMPLOYEE ASSISTANCE PROGRAM.** Employees 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.

ARTICLE 19 - COMMUNICABLE DISEASE

A. In the event an employee covered under this agreement or their supervisory chain of command suspects that, as a result of the course of duty, they have been exposed to, or is the carrier of a serious communicable disease; the employee may be relieved of duty without the loss of any pay or sick leave and shall be taken immediately to a local emergency hospital or an appropriate treatment facility for diagnosis and treatment.

B. The employee shall be provided with protective equipment and preventive measures designed to protect the employee against communicable diseases. These measures shall include, but are not limited to, medical procedures such as hepatitis and other vaccines and blood tests, and medical equipment such as, gloves, masks, and other products, equipment, and procedures that are intended to detect, prevent, or impede communicable disease.

   The use of protective equipment may be required by the employee's supervisory chain of command if it appears the non-use of this equipment may endanger the employee or another employee.

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

ARTICLE 20 - ON THE JOB INJURY

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

1. In the event an employee 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 employee 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 an employee back to work at the RTAA. The supplemental compensation will start from the first day of absence or illness, during such period the employee will accrue sick and vacation benefits as if they were in full pay status. Further, during such period the RTAA will continue its full contribution toward the employee's group medical insurance coverage. The parties recognize that contractual obligations with the insurance carrier may require that an employee be in pay status for a minimum number of hours in order to be eligible for medical insurance coverage. In that event, the employee may remain in pay status by endorsing their Worker's Compensation TTD check over to the RTAA. The RTAA will then pay the employee their full salary. If the employee 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 employee 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 employee 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 employee 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.

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 their designee. Employees will be scheduled for consecutive days off.

C. The Chief of Police or their designee may schedule and assign employees 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. An employee 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. Employees 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. 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. To the extent available, leave granted under this Agreement shall run concurrently with the leave granted under the Family Medical Leave Act (FMLA). To the extent any provisions of this Agreement and the FMLA conflict, the provisions set forth in the FMLA shall control. If a dispute arises concerning the application of the FMLA, the parties agree to resolve said disputes through the procedures set forth in Article 12.

B. **LEAVES OF ABSENCE WITH PAY**

1. **Vacation Leave**.

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

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

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. Employees 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 an employee's vacation period, the employee will not be charged for vacation time on that day but will code holiday on their timecard 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. An employee will not convert vacation time to sick time off due to illness or disability occurring while on vacation.

5. Termination. An employee 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, employee's length of service, and employee preferences, in the order listed. However,

employees who schedule their vacation at the beginning of the calendar year and receive approval will be given priority over the employees 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 employee'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 employees that have provided written notice of their intent to "cash out" accrued hours. Employees must provide this written notification to Payroll during the month of January and July each year.

Only those employees with over one hundred twenty (120) 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. Employees 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 employees on the first payday in February or August of each year.

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

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

c. An employee 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 an employee's period of sick leave, the employee 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. **Military Leave.** This section applies to an employee 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 employee who is an active member of the Nevada National Guard, or any reserve component of the United States Armed Forces, shall be relieved from 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 employee's accrued leave bank (as prescribed in the NRS).

   Any employee who is a volunteer member of the Nevada Wing of the Civil Air Patrol and presents: (a) certification that the employee has been authorized by the United States Air Force, the Governor or a political subdivision of the State of Nevada to respond to or train for an emergency mission, and (b) verification from the Civil Air Patrol of the emergency need of the volunteer service of the employee shall be relieved from duties without loss of position, seniority, accrued leave or benefits on days during which the employee is: (1) engaged in training for emergency missions with the Civil Air Patrol, not to exceed ten (10) workdays during each federal fiscal year and (2) responding to an emergency mission with the Civil Air Patrol, not to exceed 30 workdays during each federal fiscal year.

4. **Bereavement Leave.** When a death occurs in an employee's immediately family, an employee may request up to three (3) days of sick leave to be used within six (6) months of the date of death to arrange and attend a funeral and/or to see to the affairs of the deceased's estate. This leave may be taken consecutively or non-consecutively. An employee's immediate family includes the employee'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, grandchild, or any person living in the employee's home for sixty (60) days or more. Under special circumstance, the Chief of Police or their designee may approve additional vacation leave or unpaid time off if vacation is not available.

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

5. **Jury Duty.** Any employee receiving notice of jury duty shall submit a copy of the notice to the 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.

   Employees 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.

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

LEAVES OF ABSENCE WITHOUT PAY

1. Leaves of absence without pay are available to accommodate the compelling medical/disability or personal needs of an employee 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).

7. **EFFECT OF LEAVES OF ABSENCE WITHOUT PAY ON EMPLOYEE BENEFITS**

   a. Time spent on an unpaid leave of absence of over thirty (30) calendar days will not be counted as time employed in determining an employee's eligibility for benefits that accrue on the basis of length of employment unless required by law.

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

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

   d. An employee on an unpaid leave of absence of over thirty (30) calendar days shall not be entitled to receive RTAA paid group insurance premiums, unless required by law (i.e. FMLA), but is entitled to assume the premium payments if the insurance policy allows. The employee 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 employee 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, an employee shall be reinstated to their specific assignment or an equivalent position. For employees 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 employee's anniversary date will be adjusted by one (1) day for each day in excess of thirty (30) days out of pay status.

8. **UNPAID LEAVE OF ABSENCE PROCEDURES AND RESPONSIBILITIES**

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

      1. Provide a written request to the Chief of Police or their designee at least two (2) weeks before the anticipated start of the leave.

      2. Provide support documentation such as a physician's written statement, military orders, adoption paper, etc.

      3. As appropriate, maintain contact with the Chief of Police or their designee or the People Operations department regarding prognosis and/or possible return date. Notify the Chief of Police or their designee at earliest possible date of intent/date of return. For employees on an unpaid medical leave of

absence, provide a fitness for duty certification upon intent to return to work.

4. If an extension of the unpaid leave of absence becomes necessary, a written request must be submitted to the Chief of Police or their designee prior to the expiration of the leave of absence.

    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:

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

ARTICLE 24 - COMPENSATION

A. ANNUAL INCREASES IN THE SALARY SCHEDULE & EMPLOYEES' PAY

1. Salary Schedule

a. Effective July 1, 2026, a 6-step Salary Schedule will be implemented as reflected in Appendix 1. Current employees will be placed into steps in the Salary Schedule as has been mutually agreed upon by the RTAA and AAPSPA effective the beginning of the first full pay period after July 1, 2026.

b. Effective on the dates indicated below, and as reflected in Appendix 1, the Salary Schedule will be increased as follows:

- July 1, 2027: +2.5%
- July 1, 2028: +2.5%

c. Effective July 1, 2027, after the 2.5% increase referenced above has been applied, the bottom step of the Salary Schedule will be eliminated, and a new Step 6 shall be calculated at 5% above the current Step 6, as reflected in Appendix 1. Effective the beginning of the first full pay period after July 1, 2027, employees will be placed into the revised Salary Schedule at one step lower than their step as of June 30, 2027.

d. Each employee will also receive a 2.5% COLA increase the beginning of the first full pay period after July 1, 2028.

2. New Hire Salaries

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

3. Step Increases

a. During the term of this Agreement, an employee's performance will be reviewed on the anniversary date of their promotion or hire into their current position through a performance appraisal completed by the employee's Manager/ Supervisor based on the employee's demonstrated performance in the previous twelve (12) month period. The purpose of the performance appraisal is to annually assess an employee's performance and, if needed, to provide a tool for performance improvement.

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

Upon receipt of a "Contributor" appraisal rating on the employee's performance appraisal, an employee will be moved to the next salary step on the Salary Schedule, as indicated in Appendix 1, effective the beginning of the first full pay period after the employee's promotional anniversary date until they reach the maximum of the Salary Schedule.

b. In the event an employee receives a performance evaluation that the employee believes is inaccurate, incomplete, less than warranted, and/or does not adequately represent their true performance, the employee may within ten (10) calendar days request a meeting with the Chief of Police or their designee to discuss the performance appraisal. The review will be held within ten (10) calendar days of the written request by the employee. The Chief of Police or their designee will respond to the employee within ten (10) calendar days. Within five (5) calendar days of the Chief of Police or their designee's response, an "Unsatisfactory" performance appraisal rating may be appealed to a panel made up of one (1) employee from the People Operations department, one (1) RTAA management employee and two (2) employees selected by the employee. The ruling of the panel shall be final with any tie decided in favor of the RTAA.

c. If an employee's performance is assessed as an "Unsatisfactory", that employee will be placed on a performance improvement plan and given ninety (90) calendar days to improve their performance to at least "Contributor". At the end of this ninety (90) calendar days, the employee's Manager/Supervisor will re-assess the employee's performance. If the performance has been improved to at least "Contributor", the employee will be moved to the next salary step on the Salary Schedule (if the employee is not already at max), effective the beginning of the first full pay period after the date of this re-assessment. Failure to achieve at least a "Contributor" rating at the end of this ninety (90) calendar day period will result in disciplinary action, which may be grieved through the Grievance Procedure.

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

B. **OVERTIME**

Eligibility. Overtime eligibility shall be in accordance with the Fair Labor Standards Act (FLSA). 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.

Approval. All overtime must be pre-approved by the employee's Manager/Supervisor or their designee.

Overtime Pay. Overtime will be paid at the rate of one and one half (1½) times the employee'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**

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

1. Use of Compensatory Time: An employee 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: An employee 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 employee's bi-weekly payroll check. Compensatory time shall be paid at the employee'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 an employee 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 employee per the guidelines of Article 30 – Post Employment Health Plan, item B.2.

4. Termination: An employee 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**

From time to time the Chief of Police or their designee may have an articulable reason to place employees on call. On-Call duty is a period of time during which the assigned employee 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. Employees will be compensated for all assigned on-call duty time at 10% of their hourly base rate of pay.

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

E. **CALL BACK**

1. When an employee 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 employee 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 employee's regularly scheduled shift and will begin when an employee actually reports to work and not at the time they are called to return to work.

3. An employee 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 employee's regularly scheduled shift, the employee will be paid at their hourly base rate of pay. However, the RTAA will pay an employee 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**

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**

1. Employees 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. Employees 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.

H. **COURT SUBPOENAS**

Employees who are subpoenaed to attend court related to an RTAA matter will be paid at an overtime rate for all hours spent at court outside of their scheduled shift, with a minimum of three (3) hours of overtime pay. In situations where the court time runs into or is right after an employee's scheduled shift, the 3-hour minimum will not apply and the employee will only be paid overtime for the time outside of their scheduled shift. If an employee who is appearing as a witness in court is attending during their scheduled shift and is released before the end of their scheduled shift, they shall report back to resume work for the remainder of their shift. The employee may keep all checks received from the court.

I. **OVERNIGHT TRAVEL**

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

J. **TIME CARD CHANGES**

Occasionally, an employee's Manager/Supervisor must change the entries made to a time card completed by an employee. When this occurs, the affected employee will be notified.

K. **DAYLIGHT SAVINGS TIME**

If an employee is working at 2:00 a.m. on the day on which Daylight Savings Time begins (typically in March) when the clock moves forward an hour, the employee will be paid for the extra "phantom" 2:00 a.m. to 3:00 a.m. hour to ensure employees receive pay for their regularly scheduled shift, even though they are working one hour less.

L. **RATIFICATION BONUS**

Employees covered under this Agreement shall be paid a $4,000 gross bonus within 30 days after this Agreement's ratification and approval.

ARTICLE 25 – HOLIDAYS

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 employee

and any other day declared a holiday by the RTAA.

1. Eligibility Requirements

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

   b. An employee who is on paid leave of absence will be eligible for holiday pay on the day the holiday actually occurs during the paid leave of absence. An employee, 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. Employees 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. Employees 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. Holidays falling on an employee's regularly scheduled day off - the employee 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 an employee'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 an employee's "scheduled shift" may not be the actual day before or after the day of the holiday because of scheduled days off.

e. If an employee 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 an employee 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 employees and their eligible dependents:

1. Medical Insurance
2. Dental Insurance
3. Prescription Insurance
4. Vision Insurance
5. Life Insurance
6. Long Term Disability (employee coverage only)
7. Such other insurance benefits as may be mutually agreed upon by the RTAA and AAPSPA.

Employees hired from outside the RTAA are eligible for the above insurance benefits on the first day of the next month after their hire date with the RTAA.

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

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

Employees 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 employee 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. Employees are responsible for notifying the People Operations department in writing within thirty (30) 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 employee's salary rounded up to the nearest thousand* for a maximum of at least $300,000, with additional coverage of $5,000 for the employee's spouse, and $1000 for each of the employee's covered dependent children. Life insurance will apply to the employee'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 employees.

ARTICLE 27 - OUT OF CLASS ASSIGNMENT

A. The parties recognize the RTAA's right to assign and direct its employees. However, the RTAA will endeavor to keep employees working within their respective classifications. In the event that there is a permanent assignment of duties which the employee believes alters the classification of their position, the employee may request to have their position studied by the People Operations department. If the employee 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 employee 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 an employee to duties which may qualify for pay for work in a higher classification, the Chief of Police shall decide which employee will be assigned from those employees willing to accept the temporary assignment. Should there be no employees willing to accept the assignment, the Chief of Police can mandate the temporary assignment to any employee.

    a. The nature of the departmental assignment must be such that the employee 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 employee 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 hourly base rate of pay of the selected employee or the minimum of the salary range for the particular job classification, whichever is greater.

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 employee'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 $2,500. There will be no reimbursement if the cost is assumed by any other institution, scholarship, or grant-in-aid.

2. The employee must submit application for approval for tuition reimbursement through the Assistant Police Chief to People Operations prior to the start of the educational course. Final approval for tuition reimbursement will be made by People Operations; 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 employee's own time, exceptions may be granted by the Chief of Police or designee, 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 Incentives**.

1. Associate's degree from an accredited college or university: 2%
2. Bachelor's degree from an accredited college or university: 4%
3. Master's degree from an accredited college or university: 5%

   a. No employee will receive compensation for more than one of the above subsections.

   b. Incentive pay will be paid as a percentage of the employee's hourly base rate of pay, payable biweekly.

   c. An employee requesting education incentive pay shall be required to provide a

certified transcript to People Operations. For employees receiving a degree after the signing of this Agreement, the employee will receive the incentive pay beginning the pay period following the date the transcript is received by People Operations, subject to section d, below.

d. Employees promoted from within the RTAA will be eligible for incentive pay immediately upon receipt of the transcript by People Operations.

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

C. **Bilingual Pay Incentive**. The RTAA and the AAPSPA shall implement a bilingual services program consistent with the RTAA's Bilingual Pay Policy as may be modified or revised during the term of the Agreement.

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. **Public Employment Retirement (PERS) Contributions**

1. Nevada PERS regulations and applicable state statutes require any increase in the PERS retirement rate contribution to be equally divided between the RTAA and the employee. Effective July 1, 2026 and beyond, any required PERS contribution increases or decreases will be implemented by direct salary reduction or increase in the amount indicated by PERS.

2. Effective January 1, 2027 and beyond, if Nevada PERS takes action to increase the total contribution rate in any single year in an amount equal to or less than six percent (6%) during the term of this Agreement, the RTAA will pay one-half of the increase, and the employee's regular base pay, as well as the Salary Schedule, will be reduced by one-half of the increase.

3. Effective January 1, 2027 and beyond, if Nevada PERS takes any action to increase the total contribution rate in any single year in an amount greater than six percent (6%) during the term of this Agreement, the RTAA will pay one-half of the increase, and the employee's regular base pay, as well as the Salary Schedule, will be reduced by one-half of the increase. However, the RTAA will increase the employee's regular base pay, as well as the Salary Schedule, by the amount of the reduction that exceeds three percent (3%) on the effective date of the reduction. (For example: if the overall PERS increase = 8%, RTAA pays 4% and the employee's wage is decreased by 4%. The employee's wage and the salary schedule is then subsequently increased by 1%).

ARTICLE 30 – POST EMPLOYMENT HEALTH PLAN

The RTAA 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 employees who have separated from employment with the RTAA.

A. Employees will be enrolled in this plan immediately upon promotion/hire into the rank of employee.

B. The RTAA shall make contributions on behalf of the employees based on the following funding sources:

   1. An amount equal to $31.00 of each employee's salary per pay period shall be contributed into their plan account.

   2. Once an employee has accumulated one hundred and twenty (120) hours of compensatory time, the RTAA shall contribute 100% of that employee'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 an employee 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 employee'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 employee's accrued vacation time into their plan account at 100% of their base pay, provided the employee'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 employees 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 an employee up to a maximum of $300 for the services of a certified financial planner to assist the employee with the monetary aspects of their retirement. This reimbursement is available to employees within the twelve (12) months prior to retirement into the PERS system.

ARTICLE 31 - MISCELLANEOUS BENEFITS

A. In accordance with NRS 281.155, the designated beneficiary of an employee who becomes deceased while actively employed by the RTAA will be entitled to all wages, reimbursements and accrued leave payouts the employee would have been entitled to (e.g. vacation and compensatory time), had the employee separated for any other reason. If the deceased employee had not provided People Operations with a designated beneficiary, the final payment will be considered part of the employee's personal estate.

   1. If an employee is killed in the line of duty, in addition to the above, all accrued sick leave will be paid to the designated beneficiary at the employee's last hourly base rate of pay.

   2. Health insurance coverage for the spouse and dependent children (if any) of an employee killed in the line of duty will be provided as required under NRS 287.021.

B. If an employee is killed in the line of duty, the RTAA will provide a lump sum payment in the amount of $20,000 to the employee's designated beneficiary to assist in memorial, funeral, internment and/or other incurred expenses. This payment is in addition to any RTAA provided life insurance benefits the designated beneficiary may be eligible for. If the deceased employee had not provided People Operations with a designated beneficiary, the final payment will be considered part of the employee's personal estate.

ARTICLE 32 – LEGAL REPRESENTATION

As long as an employee is performing their prescribed and authorized duties for the RTAA, the RTAA shall:

1. In the event that a civil and/or criminal action is served upon any such employee, 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 employee(s).

3. Employee(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

Employees may obtain secondary employment as outlined in the Police department's Secondary Employment policy, that may be amended by the Chief of Police or 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 employees. Employees experience job-related stressors ranging from interpersonal conflicts to traumatic events. The RTAA agrees to support the wellness of the employees through programs such as leaves of absence, vacation, and employee benefits.

A. **Physical Fitness for Duty.** Each employee must maintain a minimum level of physical fitness in order to be capable of performing their duties to protect the public and one another. No employee may report for duty physically impaired, injured, or ill to the point they cannot perform the essential and critical functions of their job duties as assigned (this does not apply to work related injuries where a physician has approved an employee to work in a modified duty capacity).

   a. An employee who has been advised by their physician to limit their duties or not to return to duty, shall notify the Chief of Police or their designee immediately. Any 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 the Chief of Police or their designee observes behavior, actions, inactions or functional physical limitations that would bring into question the employee's ability to carry out the physical requirements of their job, the Chief of Police or their designee may recommend that the employee be evaluated for fitness for duty. If People Operations concurs, the employee 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 Peace Officer. The RTAA will pay for the exam and the employee will be paid for their time to perform the exam.

   d. If, in the opinion of the physician, the employee has a limited ability or is unfit for duty, that employee will be placed on sick leave until such time as the employee is found to be fit for duty by a qualified health care professional.

B. **Psychological Fitness for Duty.** It is required that all employees maintain a reasonable mental and emotional health status. If it is believed that an employee'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 employees to aid in preserving the emotional and mental health of the employee and to assess conditions that may affect the performance of duties by the employee.

    b. The wellness visit will be performed by an RTAA selected mental health professional who is familiar with behavioral health for employment as a Peace Officer.

    c. Employees will be paid for time spent to perform the wellness visit.

    d. Documentation of proof of completion of an employee's annual behavioral health wellness visit will be kept on file in People Operations.

    e. Any employee determined to be psychologically unfit for duty will not be returned to full duties until such time as the employee 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.

2. **Referrals.** An employee 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 employee or the RTAA which may affect the employee'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 the Chief of Police or their designee and is not part of the RTAA's Employee Assistance Program (EAP). The Chief of Police or their designee will document the reasons for the recommendation and will consult with the Chief People and Culture 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 and Culture 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 Officer and the Chief of Police.

    b. If approved, the employee will be advised of the evaluation and the Chief of Police or their designee will contact the Chief People and Culture Officer to coordinate scheduling. Only a licensed mental health professional with experience in consulting with law enforcement shall be used to conduct the evaluation.

c. Upon scheduling of the evaluation, the employee's participation is mandatory. The employee 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 employee will cooperate with the evaluator in obtaining any additional relevant information. Any employee who refuses to participate or who fails to cooperate with the evaluator shall be subject to disciplinary action.

3. **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 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 conducing 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 employee'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 employee's fitness for duty. Evaluation documentation received shall be kept in the employee's confidential medical file in People Operations.

   c. The employee may request a second opinion evaluation. This evaluation will also need to be scheduled with a licensed 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 employee 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 employee will be paid for their time to perform the exam.

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

4. **Final Decision.** Any employee determined to be psychologically fit for duty, will be returned to work. Any employee determined to be psychologically unfit for duty will not be returned to full duties until such time as the employee 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.** Employees will be subject to the RTAA's Drug Free Workplace Policy, as may be amended as needed by the RTAA. In addition to the provisions contained in the Policy, the RTAA shall implement and carry out a random screening program that will deter irresponsible use of alcohol, legal or illegal controlled substances in the workplace as follows:

1. Up to one (1) employee may be randomly selected and requested to submit for testing for alcohol and/or drug use bi-annually.

2. To ensure random testing is truly random, the RTAA will work with a third party who will employ a random selection system to determine who will be selected for testing. This method will provide an equal chance for each employee to be selected each time random selection occurs. Random selection, by its very nature, may result in an employee being selected in successive selections or more than once in a calendar year. Alternatively, some employees may not be selected in a calendar year. Random selections will be unannounced and spread reasonably throughout the year.

3. People Operations shall then notify the Assistant Chief of Police or designee of the employee(s) to be tested, as well as the location and date of testing. Assistant Chief of Police or designee will escort the employee(s) to the testing. If an employee cannot be served notice in a timely manner, another employee will be randomly selected for testing in the manner described above. Employees will be in a paid status when testing.

4. Employees who refuse to cooperate during the testing will be subject to discipline. Any employee who attempts to alter or cheat the screening process in any manner will be subject to termination proceedings for conduct violations.

5. For purposes of this Article, alcohol and/or drug testing shall utilize a split urine sample. The second half of the sample shall only be used to validate a positive test on the first half of the sample.

6. A positive result on the alcohol and/or drug test may be cause for termination pending an investigation. If the RTAA requests an employee be tested, the RTAA shall pay for the cost of the test(s).

D. **Physical Examinations.** Effective July 1, 2026, employees may elect to participate in an annual physical examination, in accordance with NRS/NAC 617. Participation in such examinations is voluntary.

1. Examinations conducted pursuant to NRS/NAC 617 will be performed by RTAA-selected providers who are familiar with the requirements under NRS/NAC 617 and experienced in assessing conditions that may affect the performance of duties by a Peace Officer.

2. The RTAA shall pay for the examinations outlined in NRS/NAC 617 for employees who elect to participate, and participating employees will be compensated for all time spent completing the examinations and any related tests.

3. The RTAA will provide advance notice to employees regarding their eligibility for the voluntary examination. Employees who wish to participate will be responsible for scheduling their appointment(s) with the designated provider in a timely manner that ensures minimal disruption to Airport Police Department operations.

4. Upon completion of the examination, a copy of the results and any related test results will be placed in the participating employee's confidential medical file maintained in People Operations.

5. If a participating employee is determined to be physically unfit for duty as a result of the examination, the employee will be subject to the fitness for duty procedures set forth section A of this Article 34.

ARTICLE 35 – SPECIAL ASSIGNMENTS

A. The RTAA will pay employees assigned to a special assignment by the Chief of Police or their designee in accordance with this Article.

The following are considered special assignments:

1. Training Sergeant – Assigned employees will be paid an additional five percent (5%) of the employee'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 employees will be paid an additional five percent (5%) of the employee'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. Employees assigned as a Canine Handler will be paid an additional three percent (3%) of the employee'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. An employee 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.

4. Rapid Response/SWAT Team Member – Responsible for responding to emergency situations on RTAA property that require personnel with higher levels of technical expertise and tactical training. May additionally respond with other tactical teams in the community to major events or emergencies. Employees certified and assigned as Rapid Response/SWAT Team Members will be paid an additional five percent (5%) of the employee's hourly base rate of pay for time spent engaged in approved Rapid Response/SWAT Team Member events, training, and related activities.

5. [See 7/9/26 MOU adding this paragraph]

ARTICLE 36 – LONGEVITY PAY

A. Each employee who has completed five (5) years of service with the RTAA will be eligible for longevity pay in addition to their regular salary, beginning the first full pay period after July 1, 2024.

B. Thereafter, each employee 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 employee reaches five (5) years of service with the RTAA.

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

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

E. Eligible employees will receive longevity pay based on their hourly base rate of pay, payable on their biweekly paycheck.

F. Increases to an employee's longevity percentage will begin the start of the first full pay period after the employee completes each additional year of service.

G. The longevity pay of an employee who terminates employment with the RTAA for any reason will be pro-rated based on termination date.

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 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 3 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: “Grandfathering” of POST Supervisory or higher certification incentive for Keith Bopko, Scott Hansen and Matthew Lietz.

ARTICLE 39 - DURATION OF THE AGREEMENT

This Agreement shall be effective July 1, 2026, and shall remain in full force and effect through the 30th day of June 2029 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, 2029, 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, 2029, 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 SUPERVISORS PROTECTIVE ASSOCIATION	RENO-TAHOE AIRPORT AUTHORITY
By: _____ President	By: _____ Interim President/CEO
Date: 6/18/2026	Date: 6/17/2026
ATTEST: By: _____	By: _____ Chief People and Culture Officer
Date: 6/18/2026	Date: 6/18/2026

APPENDIX 1

SALARY SCHEDULES

Effective July 1, 2026

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
$52.14	$54.75	$57.48	$60.36	$63.38	$66.55

Effective July 1, 2027
(reflects a 2.5% increase)

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
$56.12	$58.92	$61.87	$64.96	$68.21	$71.62

Effective July 1, 2028
(reflects a 2.5% increase)

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
$57.52	$60.40	$63.42	$66.59	$69.92	$73.41

APPENDIX 2

- Airport Police Sergeant

APPENDIX 3

Side Letter #1: The below employees are currently receiving an incentive payment of 3% of their hourly base rate of pay, payable on their biweekly paycheck, for possessing a Nevada POST Supervisor certificate or higher. This incentive has been removed from the successor CBA that will become effective July 1, 2026, and employees hired or promoted after this date will not be eligible to receive it. However, the below employees will be “grandfathered” and continue to receive the incentive until their promotion to another classification or their separation of employment from the RTAA:

- Keith Bopko
- Scott Hansen
- Matthew Lietz

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

THE RENO-TAHOE AIRPORT AUTHORITY (RTAA)

AND

AIRPORT AUTHORITY POLICE SUPERVISORS PROTECTIVE ASSOCIATION

(AAPSPA)

It is hereby agreed by the parties that the RTAA and AAPSPA enter into the following memorandum of understanding:

1. Article 35 (Special Assignments), section A of the current collective bargaining agreement between the parties outlines procedures for special assignments and pay for employees assigned to a special assignment by the Chief of Police or their designee.

2. Based on additional duties and expanded areas of responsibility for supervising Airport Communications Specialists, the parties agree that the language in Article 35, section A, will be changed to add a new special assignment as follows:

   5. Supervision of Airport Communications Specialists:

      a. The employee assigned to supervise Airport Communications Specialists will be paid an additional five percent (5%) of the employee's hourly base rate of pay for all hours worked. Paid time not worked, such as vacation, sick, non-worked holidays, funeral and standby will not be eligible for the additional 5% premium pay.

      b. In the event the employee assigned to this special assignment is not available (on sick, vacation, etc.), any alternate employee assigned to supervise Air Communications Specialists will be eligible for an additional five percent (5%) of their hourly base rate of pay for time spent engaged in these duties.

      c. 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. This memorandum of understanding will be in effect July 1, 2026, and continue through June 30, 2029, unless amended hereafter in accordance with item 5, below.

4. This memorandum of understanding is taken on a non-precedent setting basis, contains all of the agreements of the parties, and supersedes any other discussions, negotiations, understandings or writings.

5. This memorandum of understanding cannot be amended except in writing signed by both the RTAA and the AAPSPA.

Dated this _9th_ day of July 2026

By: _____
LaRoy Hutchinson, AAPSPA

By: _____
Cris Jensen, RTAA