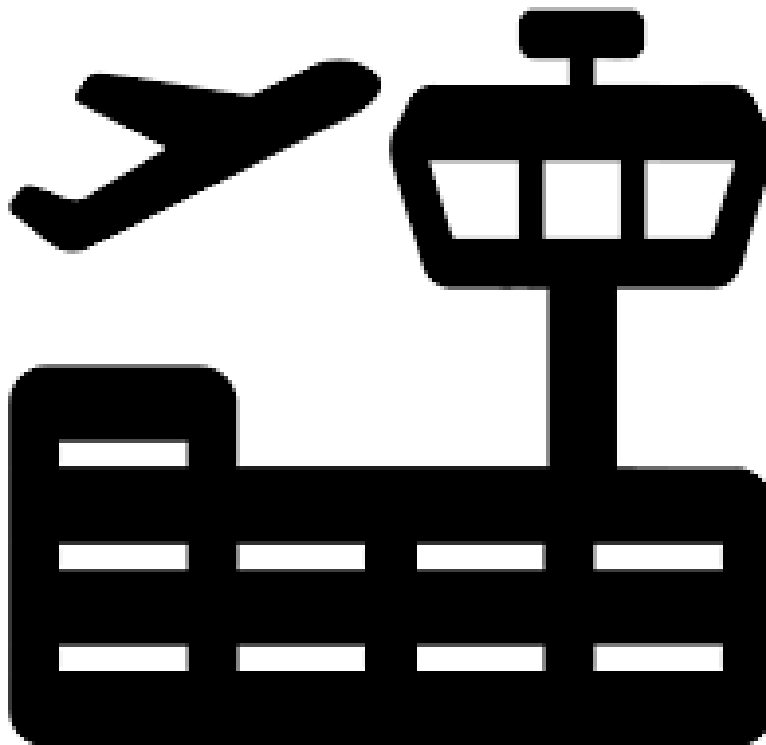


**AGREEMENT**  
**between**  
**AIRPORT AUTHORITY POLICE SUPERVISORS**  
**PROTECTIVE ASSOCIATION**  
**and**  
**RENO-TAHOE AIRPORT AUTHORITY**

**Fiscal Years 2021 – 2022 and 2022 - 2023**



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## ARTICLE 1 - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 2 - INTENT**

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

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

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

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

### **ARTICLE 3 – RECOGNITION**

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

## **ARTICLE 4 - MANAGEMENT RIGHTS**

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

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

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

8. NRS 288 recognizes and declares the ultimate right and responsibility of the RTAA to manage its operation in the most efficient manner consistent with the best interests of members of the public and its employees.
9. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to NRS 288, the RTAA is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency, such as riot, military action, natural disaster, or civil disorder. These actions may include suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under NRS 288.150(5) must not be construed as a failure to negotiate in good faith.



## **ARTICLE 5 - NO STRIKE CLAUSE**

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

## **ARTICLE 6 - NON-DISCRIMINATION**

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

## **ARTICLE 7 – CREATE NEW POSITION OR DIMINSH RESPONSIBILITIES**

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

## **ARTICLE 8 - DUES DEDUCTION**

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

## **ARTICLE 9 - AAPSPA ACTIVITIES**

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

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

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

## **ARTICLE 10 - PROBATIONARY EMPLOYEES**

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

## **ARTICLE 11 - REDUCTION IN FORCE/LAYOFF**

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

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



## **ARTICLE 12 - GRIEVANCE PROCEDURE**

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

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

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

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

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

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

- C. **Time Limits for Filing a Formal Grievance.** For the purpose of this Article, a "day" is defined as any calendar day except Saturdays, Sundays, or holidays. If mutually agreed, either party may request, in writing, a waiver of the time limits set forth in this Article at any step of the grievance process. A grievance shall be considered abandoned if not filed and processed by AAPSPA on behalf of the

supervisor(s) in accordance with the time limitations indicated in this Article. Any failure on the part of the RTAA or its representatives to respond to a grievance in accordance with the time limits set forth in this Article shall result in the grievance advancing to the next step of the procedure as indicated in this Article.

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

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

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

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

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

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

- E. **Procedure for Grievances Submission:** If the operations commander or the Chief of Police 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 member pursuing their own grievance) within ten (10) days of receipt of the grievance or upon completion of the evidentiary/fact finding hearing, if held. If the Chief of Police or designee fails to respond within this time limit, the grievance shall automatically move to Step 2.

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

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

The Chief Operations & Public Safety Officer or designee may make a decision on the grievance based on information already obtained through the grievance process or may request an evidentiary/fact finding hearing. If a hearing is requested, it will be scheduled within ten (10) days of receipt of the grievance. The hearing shall include at least one representative from the Airport Police Department management team, an individual from the People Operations department, as well as any other RTAA representative the Chief Operations & Public Safety Officer or designee deems necessary. AAPSPA shall be represented by the AAPSPA President or designee, the 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 member pursuing their own grievance) within ten (10) days of receipt of the grievance or upon completion of the evidentiary/fact finding hearing, if held. If the Chief Operations & Public Safety Officer or designee fails to respond within this time limit, the grievance shall automatically move to Step 3.

### **Step 3 – President/CEO Appeal**

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

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

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

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

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

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

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

## **ARTICLE 13 - COUNSELING AND DISCIPLINE**

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

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

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

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

Discipline includes the following:

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

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

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

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

## **ARTICLE 14 - INVOLUNTARY TERMINATION**

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

### **B. PROCEDURES FOR DISCHARGE**

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

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

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



the Sergeant will be terminated.

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

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

## **ARTICLE 15 - ACCESS TO PERSONNEL RECORDS**

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

1. **Sergeant Access to His/Her Own Records.** A Sergeant shall be entitled to view their personnel file upon request during normal business hours, i.e., Monday through Friday -- 0800 to 1700, except RTAA holidays. A Sergeant who feels that the contents of their personnel file is not accurate, timely, or complete may submit pertinent comments in writing to the Chief People, Culture, and Equity Officer for inclusion in their personnel file. A Sergeant may not remove any document from their file, but may request removal through their Supervisor, Chief of Police and Chief Operations & Public Safety Officer to Chief People, Culture, and Equity Officer.
2. **Sergeant Designated Representative Access to Sergeant File.** A Sergeant may notify the People Operations department, in writing, that their designated representative may be allowed access to the Sergeant's personnel file. This notification shall be recognized for a period of one (1) week unless stipulated otherwise.

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

3. **Sergeant Request for Copy of Material.** A Sergeant shall be entitled, upon request, to a copy of any material in their personnel file.
4. **Adverse Material.** No adverse material will be placed in a Sergeant's personnel file unless a copy of the same is provided to the Sergeant. The Sergeant shall be given the opportunity to submit explanatory remarks for the record.

## **ARTICLE 16 – SAFETY COMMITTEE**

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

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

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

## **ARTICLE 17 - UNIFORMS**

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

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

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

## **ARTICLE 18 - WELLNESS**

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

## **ARTICLE 19 - COMMUNICABLE DISEASE**

- A. In the event a Sergeant covered under this agreement or their manager suspects that, as a result of the course of duty, they have been exposed to, or is the carrier of a serious communicable disease; the Sergeant may be relieved of duty without the loss of any pay or sick leave and shall be taken immediately to a local emergency hospital or an appropriate treatment facility for diagnosis and treatment.
- B. The Sergeant shall be provided with protective equipment and preventive measures designed to protect the Sergeant against communicable diseases. These measures shall include, but are not limited to, medical procedures such as hepatitis and other vaccines and blood tests, and medical equipment such as, gloves, masks, and other products, equipment, and procedures that are intended to detect, prevent, or impede communicable disease.

The use of protective equipment may be required by a manager if it appears the non-use of this equipment may endanger the Sergeant or another Sergeant.

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

## **ARTICLE 20 - ON THE JOB INJURY**

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

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

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

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

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

## **ARTICLE 21 - HOURS OF WORK**

- A. The workday begins at 0001 and ends at 2400 the same day. The workweek begins at 0001 Monday and ends at 2400 (midnight) on the following Sunday.
- B. The scheduling of work shifts and the beginning and ending days and times shall be as directed by the Chief of Police or his designee. All Sergeants will work four (4) ten (10) hour shifts per work week, or any other work shift as agreed upon by the Chief of Police or his designee and the AAPSPA. Sergeants will be scheduled for consecutive days off.
- C. The Chief of Police or his designee may reassign Sergeants to different shifts or may change the length of shifts due to operational necessity.
- D. A Sergeant who is placed on administrative leave with pay shall be removed from their regular work shift and be available on administrative workdays/times.



## **ARTICLE 22 – SHIFT BIDDING**

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

## ARTICLE 23 - LEAVES OF ABSENCE

### A. LEAVES OF ABSENCE WITH PAY

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

Less than 5 years' service:	6 hours/pay period
5 years but less than 10 years' service:	7 hours/pay period
10 years or more service:	8 hours /pay period
  - b. Sergeants earn vacation accrual from their date of employment and may use hours as they are accrued.
  - c. Vacation leave is charged in ½ day increments. Sergeants taking leave in anything less than ½ day increments will not be required to use accrued vacation hours.
  - d. Vacation will be debited from accrued hours as follows for Sergeants working 10 hours shifts:
    1. Up to 2 continuous days: 8 hours each day
    2. 3 or more continuous days: 10 hours each day
  - e. If a designated holiday is observed during a Sergeant's vacation period, the Sergeant will not be charged for vacation time on that day but will code holiday on their time card and receive holiday pay in lieu of vacation pay.
  - f. Vacation will not be accrued during any unpaid Leave of Absence of thirty (30) calendar days or more unless required by law.
  - g. **Vacation Scheduling.** Approval of vacation leave will be based on staffing requirements and will be "first come, first served" dependent upon the order of arrival of submitted leave requests.
  - h. **Maximum Vacation Accrual.** Any vacation leave accrual that exceeds 520 hours at the end of the last pay period of any fiscal year will be paid to a Sergeant on the last pay check of the fiscal year at their base rate of pay.
  - i. **Vacation Cash Out Option.** If a Sergeant has taken at least two weeks (80 hours) of vacation leave in a fiscal year, the Sergeant will be eligible to cash in one week (40 hours) of vacation accrual within that same fiscal year at the Sergeant's base rate of pay.

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

## 2. **Sick Leave**

- a. Sick leave may be requested when the Sergeant is incapacitated due to illness, injury, pregnancy, childbirth or adoption. Sick leave may also be requested when the Sergeant is quarantined, receiving required medical or dental services or examinations, or upon need to provide care due to injury or illness of a Sergeant's spouse, siblings, children/step children, parents, stepparents, father-in-law, mother-in-law, grandparents, other legal dependents, or any person living in the officer's home for sixty (60) days or more.
- b. Sergeants will accrue 4.6 hours of sick leave each pay period and may use hours as they are accrued. Sick leave accrual is not subject to any maximum accrual amount.
- c. Sick leave is charged in ½ day increments. Sergeants taking leave in anything less than ½ day increments will not be required to use accrued sick hours.
- d. Sick will be debited from accrued hours as follows for Sergeants working 10 hours shifts:
  - 1. Up to 2 continuous days: 8 hours each day
  - 2. 3 or more continuous days: 10 hours each day
- e. If a designated holiday is observed during a Sergeant's sick period, the Sergeant will not be charged for sick time on that day but will code holiday on their time card and receive holiday pay in lieu of sick pay.
- f. Sick leave must be approved by the Operations Commander prior to payment of any sick time.
- g. Sick will not be accrued during any unpaid Leave of Absence of thirty (30) calendar days or more unless required by law.

## 3. **FMLA Leave**

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

4. **Holiday Leave**

a. Regular paid holidays are:

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

and any other day declared a holiday by the RTAA.

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

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

6. **Bereavement Leave**. When a death occurs in a Sergeant's immediately family, a Sergeant may request up to five (5) days of sick leave to be used within six (6) months of the date of death to arrange and attend a funeral and/or to see to the affairs of the deceased's estate. This leave may be taken consecutively or non-consecutively. A Sergeant's immediate family includes the Sergeant's spouse, parents, stepparents, siblings, children, stepchildren, aunts, uncles, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild. Under special circumstance, the Sergeant's supervisor may approve additional vacation leave or unpaid time off if vacation is not available.

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

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

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

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

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

## **B. LEAVES OF ABSENCE WITHOUT PAY**

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

1. Leaves of absence without pay of up to five (5) days may be granted by the Chief of Police. Leaves of absence without pay in excess of five (5) days may be granted by the RTAA's Chief Operations and Public Safety Officer for medical disability or personal reasons. Unpaid leaves of absences will not be granted until all appropriate paid leave is exhausted. Specific procedures to be followed are delineated in Paragraph D.
  - a. **Medical.** An unpaid medical/disability leave of absence may be granted for a justifiable period of time up to a total of 180 days per incident. Failure or inability to report for resumption of job duties at the expiration of the medical leave shall be considered as a resignation.
  - b. **Personal.** Personal leaves of absence without pay may be granted for a maximum of 180 calendar days on the approval of the Chief Operations and Public Safety Officer. Failure or inability to report for resumption of job duties at the expiration of the personal leave shall be considered as a resignation.

## **2. EFFECT OF LEAVES OF ABSENCE WITHOUT PAY ON SERGEANT BENEFITS**

- a. Time spent on an unpaid leave of absence of over thirty (30) calendar days will not be counted as time employed in determining a Sergeant's eligibility for benefits that accrue on the basis of length of employment unless required by law.
- b. A Sergeant on an unpaid leave of absence will not accrue vacation or sick leave during the leave of absence.
- c. A Sergeant who is on an unpaid leave is not eligible for pay for any holiday that occurs during the unpaid leave.
- d. A Sergeant on an unpaid leave of absence of over thirty (30) calendar days shall not be entitled to receive RTAA paid group insurance premiums, unless required by law (i.e. FMLA), but is entitled to assume the premium payments if the insurance policy allows. The Sergeant will contact the People Operations department to determine the procedure for continuation of medical insurance while they are on an unpaid leave of absence. If the Sergeant elects to let the insurance lapse, reinstatement of insurance coverage shall be based on insurance carrier provisions.
- e. Upon notifying the RTAA of their intention to return to employment, a Sergeant shall be reinstated to their specific assignment or an equivalent position. For Sergeants on a medical leave of absence, a fitness for duty certification may be requested before reinstatement will occur.
- f. Upon return from any unpaid leave of absence over thirty (30) calendar days, the Sergeant's next annual merit increase amount will be pro-rated by one (1) day for each day in excess of thirty (30) days out of pay status.

## **3. PROCEDURES AND RESPONSIBILITIES**

- a. Sergeants seeking a leave of absence are required to:
  - 1. Notify the Operations Commander as far as possible in advance of the need for a leave of absence.
  - 2. Complete the appropriate request and submit it for review and recommendation to the Operations Commander.
  - 3. Provide support documentation such as a physician's written statement, military orders, adoption paper, etc.

4. As appropriate, maintain contact with the Operations Commander or the People Operations department regarding prognosis and/or possible return date. Notify the Operations Commander at earliest possible date of intent/date of return. For Sergeants on a medical leave of absence, provide a fitness for duty certification upon intent to return to work.
  5. If an extension of the leave of absence becomes necessary, a written request must be submitted to the Operations Commander prior to the expiration of the leave of absence.
4. **Operations Commander/Chief of Police.** The Operations Commander will review the request and forward it to the Chief of Police with their recommendation/comments:
- a. The Chief of Police will review and act upon a request for leave of absence without pay in consideration of the following factors:
    1. The purpose for which the leave is requested;
    2. The length of time the officer will be away; and
    3. The effect the leave will have on the ability of the Department to carry out its responsibilities.

## ARTICLE 24 - COMPENSATION

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

#### 1. Salary Range

- a. Effective the start of the first pay period after the signing of this Agreement, Sergeant's will receive a 3.5% wage increase.
- b. Effective 7/1/2022, any change to the minimum and the maximum of the salary range shall be based on whether there is an increase in the 12-month average of the CPI for Urban Wage Earners and Clerical Workers (CPI-W) for the previous year as compared to the year prior to that (e.g. 2020 Annual compared to 2021 Annual), rounded to the nearest quarter percentage. This CPI adjustment, however, shall not exceed 2.5% and not be less than 1%.
- c. Sergeants' wages will be increased to match this CPI adjustment effective on July 1st of each adjusted year.

#### 2. New Hire Salaries

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

#### 3. Merit Increases

- a. On July 1, 2022, each Sergeant's performance will be reviewed and rated through a performance appraisal completed by the Operations Commander and reviewed by the Chief of Police and People Operations based on the Sergeant's demonstrated performance in the previous twelve (12) month period. The purpose of the performance appraisal is to annually assess performance and, if needed, to provide a tool for performance improvement.
- b. When giving the performance rating, the Operations Commander will give a tentative rating that is reviewed by the Chief of Police and People Operations before the rating is communicated to the Sergeant. Completion of each Sergeant's appraisal should be completed by August 31st.
- c. The Operations Commander may develop and discuss quality and quantity standards for each essential job task in the Sergeant's position description. If the Operations Commander chooses to develop these standards, they will discuss them with the Sergeant near the beginning of a performance period.
- d. Upon receipt of a "Contributor" or above rating on their performance appraisal, Sergeant's will be eligible for a 5% merit increase.



- e. If a Sergeant has not been in the Sergeant position for the full 12 months of the previous fiscal year, the Sergeant's 5% merit increase will be pro-rated based on the actual amount of time in the Sergeant position in the previous fiscal year. However, Sergeants with less than 90 days of service by July 1<sup>st</sup>, will not be eligible for a merit increase until the subsequent July 1<sup>st</sup>. This increase will only be based on service time in the preceding fiscal year.
- f. Should the 5% merit increase cause a Sergeant's pay to exceed the maximum wage in the range, the Sergeant will be paid the amount exceeding the maximum wage in a single lump sum payment.
- g. If a Sergeant's performance is assessed as "Unsatisfactory", they will be placed on a performance improvement plan and given ninety (90) calendar days to improve their performance to at least a "Contributor". At the end of this ninety (90) calendar days, the Operations Commander will re-assess the Sergeant's performance. If the performance has been improved to at least a "Contributor", the Sergeant will be eligible for a 5% increase effective on the date of the re-assessment. Failure to achieve at least a "Contributor" rating at the end of this ninety (90) calendar day period, may result in disciplinary action, up to and including demotion or termination. This action may be grieved through Article 13, Counseling and Discipline.
- h. The Chief of Police or his designee may extend the performance improvement period from ninety (90) calendar days up to one hundred and eighty (180) calendar days.

## B. BONUSES/INCENTIVES

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

## **ARTICLE 25 – ON-CALL DIFFERENTIAL**

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

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

## ARTICLE 26 - GROUP INSURANCE

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

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

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

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

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

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

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

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

## ARTICLE 27 - OUT OF CLASS ASSIGNMENT

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

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 is available for normal and customary expenses associated with a class, seminar, conference, or study course that is useful for the Sergeant's position, performance or to a logical career path with the RTAA.
- B. The reimbursement is available for any course begun in a fiscal year up to a maximum of \$1,500. There will be no reimbursement if the cost is assumed by any other institution, scholarship, or grant-in-aid.
- C. The Sergeant must submit application for approval for tuition reimbursement through the Operations Commander to the Chief People, Culture, & Equity Officer prior to the start of the educational course. Final approval for tuition reimbursement will be made by the Chief People, Culture, & Equity Officer; any denials will be for articulable, written reasons.

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.

- D. Reimbursable expenses shall include tuition, course fees, books and consumable materials.
- E. While courses shall normally be taken on the Sergeant's own time, exceptions may be granted by the Chief of Police, in which case hours from work must be deducted from earned vacation or be recorded as an unpaid excused absence.
- F. 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.

## **ARTICLE 29 - RETIREMENT**

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

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

## **ARTICLE 30 – POST EMPLOYMENT HEALTH PLAN**

The RTAA will establish a Post Employment Health Plan (PEHP), pursuant to Section 501(c) (9) of the Internal Revenue Code permitting such plans. The purpose of the plan is to provide for reimbursement of qualified post-employment expenses for medical insurance, accessible by Sergeants who have separated from employment with the RTAA.

Sergeants will be enrolled in this plan immediately upon promotion/hire into the rank of Sergeant.

The RTAA shall make contributions on behalf of the Sergeants based on the following funding sources:

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

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

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



### **ARTICLE 31 - MISCELLANEOUS BENEFITS**

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

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

## **ARTICLE 32 – LEGAL REPRESENTATION**

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

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

### **ARTICLE 33 - SECONDARY EMPLOYMENT**

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

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

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

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

- a. A Sergeant who has been advised by their physician to limit their duties or not to return to duty, shall notify a supervisor immediately. Any Sergeant who attempts to work without notifying a supervisor or should reasonably know they are not fit for duty may be subject to discipline.
- b. If any police manager observes behavior, actions, inactions or functional physical limitations that would bring into question the Sergeant's ability to carry out the physical requirements of their job, that manager may recommend that the Sergeant be evaluated for fitness for duty. If People Operations and the Chief of Police concurs, the Sergeant may be referred for a physical exam to determine if they are fit for duty. The nature of the observations may also require a referral for a psychological exam in conjunction with the physical exam (see Psychological Fitness for Duty, below).
- c. The fitness for duty physical exam will be done by an RTAA selected physician who is familiar with medical screenings for employment as a Police Sergeant. The RTAA will pay for the exam and the Sergeant will be paid for their time to perform the exam.
- d. If, in the opinion of the physician, the Sergeant has a limited ability or is unfit for duty, that Sergeant will be placed on sick leave until such time as the Sergeant is found to be fit for duty by a qualified health care professional.

B. **Psychological Fitness for Duty.** It is required that all Sergeants maintain a reasonable mental and emotional health status. If it is believed that a Sergeant's mental and/or emotional health status is compromised, a fitness for duty evaluation may be performed as indicated below.

1. **Referrals.** A Sergeant may be referred for a fitness for duty evaluation whenever there is reason to believe their behavior and/or conduct is such that their psychological fitness to perform their duties is questioned (e.g. emotional problems, difficulty handling stress, etc.). This also includes possible associated

medical issues identified by either the Sergeant or the RTAA which may affect the Sergeant's ability to perform their assigned duties (see Physical Fitness for Duty, above).

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

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

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

### **ARTICLE 35 - SAVINGS CLAUSE**

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

**ARTICLE 36 - DURATION OF THE AGREEMENT**

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

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

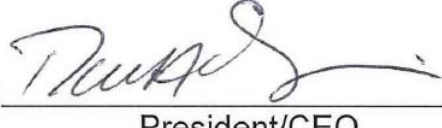
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**AIRPORT AUTHORITY POLICE  
SERGEANTS' PROTECTIVE ASSOCIATION**

By:   
President

Date: 12/09/2021

**RENO-TAHOE  
AIRPORT AUTHORITY**

By:   
President/CEO

Date: 12/15/2021

**ATTEST:**

By: 

Date: 12/09/2021

By:   
Chief People, Culture & Equity Officer

Date: 12/09/2021

**APPENDIX 1**

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

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



## **APPENDIX 2**

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