

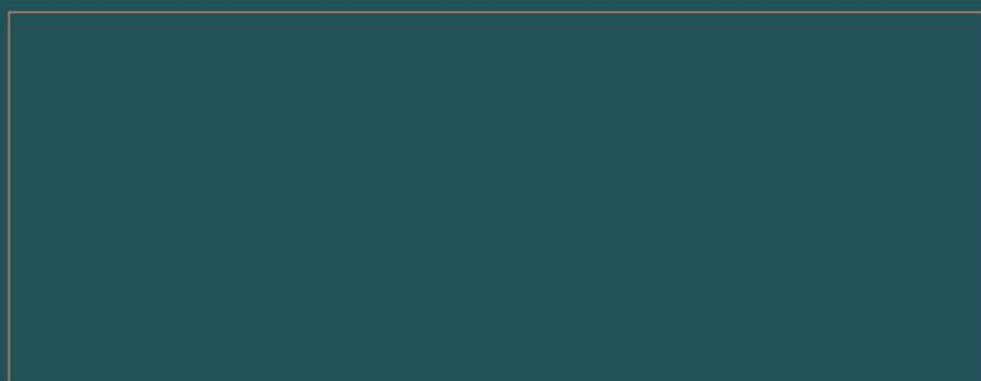


OFFICIAL PUBLICATION OF THE LAS VEGAS CONVENTION AND VISITORS AUTHORITY

REGULAR MEETING OF THE
Board of Directors



TUESDAY, JULY 10, 2018 • LAS VEGAS CONVENTION CENTER



LVCVA.COM



Board of Directors



LAWRENCE WEEKLY

Chairman

Commissioner
Clark County
Commission Office



CHUCK BOWLING

Vice Chairman

President and Chief
Operating Officer
Mandalay Bay



BILL NOONAN

Secretary

Senior Vice President of Industry
and Government Affairs
Boyd Gaming Corporation



LARRY BROWN

Treasurer

Commissioner
Clark County
Commission Office



MICHELE FIORE

Councilwoman
City of Las Vegas



CAROLYN G. GOODMAN

Mayor
City of Las Vegas



TOM JENKIN

Global President
Caesars Entertainment



PEGGY LEAVITT

Mayor Pro Tem
City of Boulder City



GREG LEE

Chairman and CEO
Eureka Casino Resort



JOHN LEE

Mayor
City of North Las Vegas



JOHN MARZ

Councilman
City of Henderson



GEORGE RAPSON

Councilman
City of Mesquite



MARY BETH SEWALD

President and CEO
Las Vegas Metro
Chamber of Commerce



MAURICE WOODEN

President
Wynn and Encore



NOTICE OF PUBLIC MEETING

**REGULAR MEETING OF THE BOARD OF DIRECTORS
TUESDAY, JULY 10, 2018
9:00 A.M.**

**Las Vegas Convention Center – Board Room
3150 Paradise Road
Las Vegas, Nevada 89109**

BOARD OF DIRECTORS:

Commissioner Lawrence Weekly, Chair
Mr. Chuck Bowling, Vice Chair
Mr. Bill Noonan, Secretary
Commissioner Larry Brown, Treasurer
Councilwoman Michele Fiore
Mayor Carolyn Goodman
Mr. Tom Jenkin

Mayor Pro Tem Peggy Leavitt
Mr. Gregory Lee
Mayor John Lee
Councilman John Marz
Councilman George Rapson
Ms. Mary Beth Sewald
Mr. Maurice Wooden

THIS MEETING IS IN COMPLIANCE WITH THE NEVADA OPEN MEETING LAW AND HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

Las Vegas Convention and Visitors Authority (LVCVA) – 1st Floor Administration Offices
3150 Paradise Road, Las Vegas, NV 89109

City Hall, City of Las Vegas
495 South Main Street, Las Vegas, NV 89101

Clark County Government Center
500 South Grand Central Parkway, Las Vegas, NV 89155

Clark County Law Library
309 South 3rd Street, Las Vegas, NV 89101

Grant Sawyer State Office Building
555 E Washington Avenue, Las Vegas, NV 89101

LVCVA Website: www.lvcva.com/agenda
Nevada Public Notice Website: <https://notice.nv.gov/>

*ITEMS ON THE AGENDA ARE FOR POSSIBLE ACTION BY THE BOARD OF DIRECTORS,
UNLESS STATED OTHERWISE.*

ITEMS MAY BE TAKEN OUT OF ORDER.

ITEMS MAY BE COMBINED FOR CONSIDERATION.

ITEMS MAY BE REMOVED FROM THE AGENDA OR DELAYED AT ANY TIME.

AGENDA

OPENING CEREMONIES

Call to Order

Invocation

Pledge of Allegiance

COMMENTS FROM THE FLOOR BY THE PUBLIC

Items raised under this portion of the agenda cannot be deliberated or acted upon until the notice provisions of the Nevada Open Meeting Law have been met. If you wish to speak to the Board of Directors at this time, please step up to the podium and clearly state your name and spell your first and last name for the record. COMMENTS ARE LIMITED TO THREE (3) MINUTES IN LENGTH AND MUST PERTAIN TO AGENDA ITEMS ON THIS AGENDA.

APPROVAL OF AGENDA AND MINUTES

Approval of, including in this Agenda, the consideration of tabled and/or reconsideration items.
For possible action.

Approval of this Agenda after adding emergency items/deleting items.
For possible action.

Approval of the Minutes from the June 12, 2018, Regular Meeting of the Board of Directors.
For possible action.

BOARD NOMINATIONS

In accordance with the NRS, the following nominees have been submitted by the Las Vegas Metro Chamber of Commerce and the Nevada Resort Association (NRA) for the term of July 1, 2018 – June 30, 2020.

In accordance with the NRS, only elected Board Members may vote for the nominees:

From the Las Vegas Metro Chamber of Commerce:

Mr. Gregory Lee – Eureka CasinosNRS 244A.603(1)(g)(1)

From the Nevada Resort Association:

Mr. Bill Noonan – Boyd Gaming CorporationNRS 244A.603(1)(g)(2)

For possible action.

Oath of Office will be administered to the newly appointed Members of the Board.

PRESENTATIONS – DISCUSSION AND POSSIBLE ACTION

Presentations by the Las Vegas Convention and Visitors Authority Staff

The LVCVA staff will deliver presentations on People & Possibilities, Operations, Marketing destination achievements, and General Government highlights.

This is an information item. Not an action item.

STAFF REPORTS – DISCUSSION AND POSSIBLE ACTION

MARKETING DIVISION

1. **2018 World Routes Development Forum Exhibition - Guangzhou, Guangdong Province, China – September 15-18, 2018**

The Marketing Division is requesting the Board of Directors: 1) Approve an estimated expenditure of \$246,000 for expenses associated with trade show exhibition, booth design and build-out and a client development event during the 2018 World Routes Development Forum; 2) Authorize the LVCVA Chief Executive Officer to execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available general funds.

For possible action.

2. **Shriners Hospitals for Children Open - Las Vegas, Nevada – October 29 - November 4, 2018**

The Marketing Division is requesting the Board of Directors: 1) Approve an estimated expenditure of \$115,000 to enter into an agreement with the Shriners Hospitals for Children Open to lease a marquee hospitality suite during the golf tournament; 2) Authorize the LVCVA Chief Executive Officer to execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available general funds.

For possible action.

3. **Las Vegas Events Update**

Las Vegas Events (LVE) will present a comprehensive recap of fiscal year (FY) 2018 fourth quarter activities and preview of FY 2019 first quarter activities to the LVCVA Board of Directors.

This is an information item. Not an action item.

OPERATIONS DIVISION

4. **Las Vegas Convention Center District Phase Two NV Energy Overhead Line Relocation Construction Contract for Bid #19-4522**

The Operations Division is requesting the Board of Directors: 1) Award Bid #19-4522 to TAB Contractors, Inc., Las Vegas, Nevada, in the estimated amount of \$2,761,090; 2) Authorize the LVCVA Chief Executive Officer (CEO) to execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available LVCCD capital funds.

For possible action.

GENERAL GOVERNMENT DIVISION

5. **RFP 18-4523 Underwriter Services**

The Finance Department is requesting the Board of Directors: 1) Award RFP #18-4523, Underwriter Services, to a pool of underwriters for the initial period of July 10, 2018, through July 9, 2021; 2) Authorize the Chief Executive Officer or Chief Financial Officer to execute the contract documents; and 3) Authorize the Chief Executive Officer to execute up to two (2) additional one-year contract extensions according to the RFP documents, upon mutual agreement.

For possible action.

6. **SHI International, Inc. Purchase of Microsoft Enterprise Software License Subscription Agreement**

The Finance Department is requesting the Board of Directors: 1) Approve a \$408,600 expenditure to SHI International for purchase of a Microsoft Enterprise Subscription Agreement, which includes Office 365 and server software licensing, for the period of August 1, 2018, through July 31, 2021; 2) Authorize the Chief Executive Officer to execute contract documents; and 3) Authorize residual unexpended balances from this authorization to revert to available general funds.

For possible action.

7. **Board Retention of the Law Firm of Pisanelli Bice for Audit Services**

LVCVA staff requests that the Board of Directors authorize the Chief Financial Officer to approve expenditures up to \$200,000 with the law firm of Pisanelli Bice for audit services.

For possible action.

8. **Public Hearing on New Collective Bargaining Agreement**
Staff requests the Board of Directors, pursuant to NRS 288.153: 1) Conduct a public hearing; 2) Approve and authorize the Chief Executive Officer to sign the Collective Bargaining Agreement (CBA) between the LVCVA and the Service Employees International Union (SEIU) Local 1107, effective July 1, 2018, through June 30, 2022.

Conduct a Public Hearing on the Collective Bargaining Agreement between Las Vegas Convention and Visitors Authority and Service Employees International Union, Local 1107

Open Public Hearing on the Collective Bargaining Agreement

Discussion of Collective Bargaining Agreement by any interested person.

Close Public Hearing on Collective Bargaining Agreement between Las Vegas Convention and Visitors Authority and Service Employees International Union, Local 1107

For possible action.

9. **Insurance Coverage and Premium - FY 2019 General Liability, Property, Excess Workers Compensation Insurance**
Staff is requesting the Board of Directors: 1) Approve the expenditure of an estimated amount of \$980,819 for various insurance policies for fiscal year (FY) 2019; 2) Authorize Legal Counsel to execute the appropriate documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available general funds.

For possible action.

10. **Legal Counsel's Report and Recommendation(s)**
Legal Counsel will present a report and recommendation(s) regarding ratification of Legal Counsel actions, litigation, arbitration, threatened litigation, administrative hearings, and other legal matters.

This is an information item. Not an action item.

COMMITTEES

DIRECTORS' RECOGNITION

COMMENTS FROM THE FLOOR BY THE PUBLIC

Items raised under this portion of the agenda cannot be deliberated or acted upon until the notice provisions of the Nevada Open Meeting Law have been met. If you wish to speak to the Board of Directors at this time, please step up to the podium, clearly state your name, and spell your first and last name for the record. COMMENTS ARE LIMITED TO THREE (3) MINUTES IN LENGTH.

ADJOURNMENT

Persons are invited to submit written remarks for all matters, both on and off the agenda. Written remarks presented for inclusion in the Board of Directors' minutes must be flat, unfolded, on paper of standard quality, and 8½ by 11 inches in size. Written remarks shall not exceed five (5) pages in length. The LVCVA will not accept for filing any submission that does not comply with this rule. On a case-by-case basis, the Board of Directors may permit the filing of noncomplying [sic] written remarks, documents, and related exhibits pursuant to NRS 241.035(1)(e).

Board of Directors' meeting rooms are accessible to persons with disabilities. If special arrangements are required, please contact the Customer Safety Department at: 702-892-7400, which is a 24-hour Dispatch Control Center, or contact Courtney Lipski in the Board Office at: 702-892-7511.

Members of the Board may participate in this meeting via telephone conference call. The general public may listen to the conference call at the above-referenced meeting location.

For information or questions regarding this agenda please contact:
Courtney Lipski, Executive Assistant to the Board of Directors
3150 Paradise Road, Las Vegas, Nevada 89109
702-892-7511 or clipski@lvcva.com

MINUTES

Regular Meeting of the Board of Directors

June 12, 2018



**Regular Meeting of the Board of Directors
June 12, 2018
Minutes**

The Regular Meeting of the Board of Directors of the Las Vegas Convention and Visitors Authority (LVCVA) was held on June 12, 2018, at the Las Vegas Convention Center, 3150 Paradise Road, Las Vegas, Nevada 89109. This meeting was properly noticed and posted in compliance with the Nevada Open Meeting Law.

Board of Directors

Present unless otherwise noted

Commissioner Lawrence Weekly, Chair	Mayor Pro Tem Peggy Leavitt
Mr. Chuck Bowling, Vice Chairvia telephone	Mr. Gregory Lee.....absent
Mr. Bill Noonan, Secretary	Mayor John Lee
Commissioner Larry Brown, Treasurer	Councilman John Marz
Councilwoman Michele Fiore	Councilman George Rapson.....via telephone
Mayor Carolyn Goodman	Ms. Mary Beth Sewald
Mr. Tom Jenkin	Mr. Maurice Wooden

LVCVA Executive Staff in Attendance	Rossi Ralenkotter, Chief Executive Officer
	Steve Hill, President/COO
	Luke Puschnig, Esq., CEM, Legal Counsel
	Ed Finger, Chief Financial Officer
	Jacqueline Peterson, Chief Communications & Public Affairs Officer
	Barbara Bolender, Chief People Officer
	Cathy Tull, Chief Marketing Officer
	Terry Jicinsky, Senior Vice President of Operations

OPENING CEREMONIES – CALL TO ORDER

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

INVOCATION The invocation was delivered by Mary Lou Anderson of Spirit and Serve, LLC.

FLAG SALUTE The Pledge of Allegiance followed the invocation.

COMMENTS FROM THE FLOOR BY THE PUBLIC

R.J. Liepins, LVCVA Security Officer, referenced agenda Item 9 in relation to Service Employees International Union (SEIU) negotiations. Officer Liepins praised former Vice President of Human Resources Mark Olson's past involvement in union negotiations for the LVCVA and voiced his concerns for the level of involvement from C-Suite Executives and outside lawyers, as well as the amount of spending on negotiations.

Daniel Braisted expressed his appreciation to Ms. Anderson for her invocation, discussed the limited local participation in the Inventors Spotlight at the National Hardware Show, May 8-10, encouraged the Board to attend future Inventors Spotlight events, and suggested moving the event to the North Hall in a more accessible location.

Jacob Smith, LVCVA Security Officer, expressed his support of a fair union contract and shared an inquiry from his daughter regarding fair wages and negotiations.

APPROVAL OF AGENDA AND MINUTES

APPROVAL OF THE AGENDA AND MINUTES

Secretary Bill Noonan moved and it was carried by unanimous vote of the voting members present, including Vice Chair Chuck Bowling and Member George Rapson via telephone, to approve the June 12, 2018, Regular Meeting of the Board of Directors' agenda, the May 8, 2018, Regular Meeting of the Board of Directors' minutes, and the May 24, 2018, Public Hearing on the Budget minutes.

Rossi Ralenkotter, Chief Executive Officer, recognized a handout for the Board providing information about the current trade shows in the building.

PRESENTATIONS – DISCUSSION AND POSSIBLE ACTION

PRESENTED

Presentation by Centerplate, Inc.

Richard Ginzel, Vice President of Centerplate, presented an update on the recent upgrades to Luckys/Aces, as well as the improvements in food options and customer experience.

Mr. Ginzel thanked Hugh Sinnock, Vice President of Customer Experience, Jennelle Brewer, Senior Manager of Customer Experience, and their team for their partnership and collaboration.

Member Maurice Wooden inquired about guest surveys regarding food service at the Las Vegas Convention Center (LVCC), to which Mr. Ginzel replied that the survey comments had been very favorable. Mr. Sinnock also noted the Customer Experience Survey administered by the LVCVA and said that the feedback had been very positive.

Chair Lawrence Weekly asked if Centerplate was responsible for the vendors at Cashman Field. Chair Weekly shared his experience at a community outreach event at the Las Vegas 51s game on June 11 and said that he was impressed by the service of the vendors. Mr. Ginzel confirmed that Centerplate was responsible for food and beverage at Cashman and recognized that all vendors were local.

This was an information item. Not an action item.

Presentations by the Las Vegas Convention and Visitors Authority Staff

Barbara Bolender, Chief People Officer, introduced LVCVA ambassador Alan Moorhead, Vice President of Internal Audit. Mr. Moorhead expressed his excitement for furthering the successes of the LVCVA and stated how welcoming the LVCVA ambassadors had been thus far.

Terry Jicinsky, Senior Vice President of Operations, delivered a video presentation on the following operations highlights:

- Infocomm – June 6-8
- World Tea Expo – June 12-14
- International Esthetics, Cosmetics & Spa Conferences – June 23-25
- Amazing Las Vegas Comic Con – June 29-July 1
- Magic Grand Prix Las Vegas (Modern) - June 15-16
- International Bowl Expo - June 17-21
- 19th World Veteran Table Tennis Championships - June 18-24
- American National IBJJF Jiu-Jitsu Championship - June 28-30

Cathy Tull, Chief Marketing Officer, delivered a video presentation on the following marketing highlights:

- National Hockey League Awards – June 20
- Elvis Rocks Mesquite – June 21-23
- World Trade Centers Day – June 12

- Ms. Tull acknowledged Karen Gerwitz, CEO and President of World Trade Center Denver, and Cindy Hoag, Senior Director CES Projects of Consumer Technology Association, in the audience and recognized their partnership as members of the World Trade Center team.
- Airline Updates
 - LATAM Airlines inaugural nonstop flight from San Paulo, Brazil, to Las Vegas on June 25.
 - LATAM Airlines begins seasonal three-times weekly nonstop flights.
 - Sun Country Airlines begins seasonal nonstop service from Santa Rosa, California, to Las Vegas in August.
 - Frontier Airlines begins three-times weekly nonstop service from Sacramento, California, to Las Vegas in August and daily nonstop service from Jacksonville, Florida, to Las Vegas in August.
- Marketing Initiatives
 - *What Happens Here Stays Here* broadcast spot celebrating the inaugural season of the Vegas Golden Knights.

Jacqueline Peterson, Chief Communications & Public Affairs Officer, delivered a PowerPoint presentation on the following public affairs highlights:

- May media coverage in print and television
- Vegas Uncork'd by bon appétit media and broadcast coverage - May 10-13
- Global Exhibitions Day - June 6

This was an information item. Not an action item.

STAFF REPORTS – DISCUSSION AND POSSIBLE ACTION

MARKETING DIVISION

ITEM 1. Only Vegas Moments Campaign Update

Ms. Tull introduced Billy Vassiliadis, R&R Partners (R&R) Chief Executive Officer, to present an update to the Board of Directors on the latest domestic marketing efforts.

Mr. Vassiliadis delivered a presentation on the latest advertising campaign, *Only Vegas Moments*, emphasizing adult freedom and noted positive early responses.

This was an information item. Not an action item.

ITEM 2. Fiscal Year 2019 Marketing Preview

Ms. Tull discussed the previous marketing plan from fiscal year (FY) 2018 and introduced the FY 2019 marketing plan.

Mr. Vassiliadis delivered a presentation outlining the marketing strategy of HyperVegas 2020.

Rob Dondero, R&R Executive Vice President, recognized the collaboration and partnership of the LVCVA and R&R teams working on the account, emphasized the marketing reach of the plan, and outlined the various markets of focus. Mr. Dondero also invited the Board to R&R for a tour.

Member John Lee inquired about marketing initiatives for wedding tourism, to which Ms. Tull answered that the initiative with Clark County was moving forward. Ms. Tull noted the funding from the weddings license fee increase for marketing initiatives and the LVCVA's obligation to meet with the County Clerk quarterly to report on marketing efforts.

Member Carolyn Goodman inquired about net neutrality aggressiveness and its impact on the future. Mr. Vassiliadis recognized Matt Mason, R&R Chief Strategist, as an expert in the area and noted the data privacy protection laws throughout Europe and Asia and its future trending to the United States. Member Goodman requested a presentation on the subject be made at the July 10 Board meeting.

Chair Lawrence Weekly referenced Member Lee's inquiry on marketing initiatives for weddings and recognized a presentation made to the Clark County Board of County Commissioners on June 5 by Ramon Montez, LVCVA Advertising Manager, discussing guerrilla marketing. Chair Weekly requested that Mr. Montez collaborate with Mr. Mason to present at the July 10 Board meeting.

Secretary Bill Noonan said that it was a great and innovative presentation and inquired about media advertising rates, to which Mr. Dondero answered that media costs were rising overall. Lindsey Patterson, R&R Corporate Media Director, discussed media cost inflation and R&R's efforts to counteract the inflation.

Member Michele Fiore referenced the *Only Vegas Moments* spots and inquired about marketing efforts to bring families and traditional marriages into Las Vegas, to which Mr. Vassiliadis suggested that Member Fiore visit R&R to understand the spectrum of advertising efforts for Las Vegas. Mr. Vassiliadis emphasized the cultural and generational shift and the importance of showcasing acceptance of all cultures, to which Member Fiore recognized and noted that the traditional culture should not be overshadowed.

Member John Marz encouraged the Board to spend time with R&R to understand their work and marketing efforts. Member Marz also suggested that Ms. Tull, along with R&R, deliver a presentation to the Board outlining the diverse marketing efforts in various markets demographically, socially, and geographically. Mr. Vassiliadis suggested that the information be presented along with Member Goodman's request.

Member Mary Beth Sewald asked how the success of the campaign would be measured and inquired about the domestic and international reach of the campaign. Mr. Vassiliadis introduced Justin Gilbert, R&R Vice President of Strategy & Insight, who outlined how variables are measured.

Mr. Vassiliadis recognized the talent of the team working on the LVCVA marketing efforts.

This was an information item. Not an action item.

ITEM 3. **Corporate Event Marketing Association (CEMA) Summit Networking Event - Rancho Palos Verdes, CA - July 23, 2018**

Ms. Tull requested the Board of Directors: 1) Approve an estimated expenditure of \$163,000 for expenses associated with the LVCVA sponsoring the Corporate Event Marketing Association (CEMA) Summit Networking Event on July 23, 2018; 2) Authorize the Chief Executive Officer to execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available general funds.

Fiscal Impact

FY 2019 \$163,000 Estimated expenditure

Secretary Bill Noonan moved and it was carried by unanimous vote of the voting members present, including Member George Rapson via telephone, to 1) Approve an estimated expenditure of \$163,000 for expenses associated with the LVCVA sponsoring the Corporate Event Marketing Association (CEMA) Summit Networking Event on July 23, 2018; 2) Authorize the Chief Executive Officer to execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available general funds.

ITEM 4. **Las Vegas Events Agreement - July 1, 2018 - June 30, 2019**

Ms. Tull requested the Board of Directors: 1) Approve the attached Las Vegas Events, Inc. (LVE) agreement in the estimated amount of \$9,825,300 for the period of July 1, 2018, through June 30, 2019; 2) Authorize the LVCVA CEO to execute the attached agreement; and 3) Authorize any unexpended balances from this authorization to revert to available general funds.

Fiscal Impact

FY 2019 \$9,825,300 Estimated expenditure

Secretary Bill Noonan moved and it was carried by unanimous vote of the voting members present, including Member George Rapson via telephone, to 1) Approve the attached Las Vegas Events, Inc. (LVE) agreement in the estimated amount of \$9,825,300 for the period of July 1, 2018, through June 30, 2019; 2) Authorize the LVCVA CEO to execute the attached agreement; and 3) Authorize any unexpended balances from this authorization to revert to available general funds.

ITEM 5. **Las Vegas Events - Event Approval - World Series of Team Roping - December 10-16, 2018**

Ms. Tull requested the Board of Directors approve the distribution of funds to LVE in the amount of \$100,000 to fund the World Series of Team Roping December 10-16, 2018. The event will be held at South Point Equestrian Center.

Fiscal Impact

FY 2019 \$100,000 Estimated expenditure

Secretary Bill Noonan moved and it was carried by unanimous vote of the voting members present, including Vice Chair Chuck Bowling and Member George Rapson via telephone, to approve the distribution of funds to LVE in the amount of \$100,000 to fund the World Series of Team Roping December 10-16, 2018. The event will be held at South Point Equestrian Center.

Chair Lawrence Weekly inquired about opportunities to sponsor events in North Las Vegas, to which Ms. Tull explained how North Las Vegas, like Henderson, was marketed as part of the Las Vegas Valley. Ms. Tull emphasized the importance of the partnership with North Las Vegas to collaborate on expanding event and tourism opportunities in the city. Chair Weekly discussed how North Las Vegas and Henderson are accountable for their own activities, to which Ms. Tull explained the marketing dollars based on room tax dollars from each jurisdiction and the benefits of desegregating marketing dollars for the Las Vegas Valley as a whole.

Member John Lee addressed his concerns about the limited sponsorship for North Las Vegas events and emphasized the potential for success in North Las Vegas if partnerships and assistance was offered from the LVCVA and LVE. Mr. Ralenkotter explained how the programs for Mesquite and Laughlin were funded based on the amount of room tax dollars collected in the destinations, encouraged conversations to occur to identify any potential benefits of sponsoring events in North Las Vegas, and stressed the LVCVA's mission of attracting visitors to the destination.

Member John Marz stated that the destination should be marketed as a whole, rather than each jurisdiction, and noted Henderson's success at marketing events specific to Henderson.

OPERATIONS DIVISION

ITEM 6. **Chiller #14 Motor Rebuild, Bid #18-4520**

Mr. Jicinsky requested the Board of Directors: 1) Award Bid #18-4520, Chiller #14 Motor Rebuild to Emcor Services Nevada, Las Vegas, Nevada, in the estimated amount of \$128,980; 2) Authorize the CEO to execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available capital funds.

Fiscal Impact

FY 2018 \$128,980 Estimated expenditure

Secretary Bill Noonan moved and it was carried by unanimous vote of the voting members present, including Vice Chair Chuck Bowling and Member George Rapson via telephone, to 1) Award Bid #18-4520, Chiller #14 Motor Rebuild to Emcor Services Nevada, Las Vegas, Nevada, in the estimated amount of \$128,980; 2) Authorize the CEO to execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available capital funds.

ITEM 7. **Purchase of Replacement Flatbed/Utility Carts (Joinder)**

Mr. Jicinsky requested the Board of Directors: 1) Award the Flatbed/Utility Cart Fleet Replacement to Southwest Toyota Lift of Las Vegas, Nevada, in the estimated amount of \$301,232; 2) Authorize the CEO to execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available capital funds.

Fiscal Impact

FY 2019 \$301,232 Estimated expenditure

Chair Lawrence Weekly inquired about the replacement and repair of dated utility carts, to which Mr. Jicinsky explained that the carts were very aged and would be sent to the Clark County Public Auction as required by law.

Secretary Bill Noonan moved and it was carried by unanimous vote of the voting members present, including Vice Chair Chuck Bowling and Member George Rapson via telephone, to 1) Award the Flatbed/Utility Cart Fleet Replacement to Southwest Toyota Lift of Las Vegas, Nevada, in the estimated amount of \$301,232; 2) Authorize the CEO to execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available capital funds.

ITEM 8. **Las Vegas Convention Center District Phase Two Steel Mill Order No. 1**

Vice Chair Chuck Bowling outlined the time sensitivity of the purchase of the first steel mill order for the Las Vegas Convention Center District (LVCCD) Phase Two Expansion Project.

Mr. Jicinsky requested the LVCVA Board of Directors to: 1) Authorize an amount not to exceed Forty Million Dollars (\$40,000,000) for the initial purchase of structural steel for the LVCC District Phase Two Expansion Project; 2) Authorize the CEO or his designee to execute the contract documents of the purchase order; and 3) Authorize any residual unexpended balances from the Purchase Order to revert to available LVCCD funds.

Fiscal Impact

FY 2019 \$40,000,000 Estimated expenditure

Treasurer Larry Brown inquired about the residual unexpended balances stated in the recommendation, to which Mr. Jicinsky noted that any return funds would revert to the LVCCD project fund rather than the general fund.

Vice Chair Bowling reemphasized the importance of staying on time and on budget.

Secretary Bill Noonan moved and it was carried by unanimous vote of the voting members present, including Vice Chair Chuck Bowling and Member George Rapson via telephone, to 1) Authorize an amount not to exceed Forty Million Dollars (\$40,000,000) for the initial purchase of structural steel for the LVCC District Phase Two Expansion Project; 2) Authorize the CEO or his designee to execute the contract documents of the purchase order; and 3) Authorize any residual unexpended balances from the Purchase Order to revert to available LVCCD funds.

GENERAL GOVERNMENT DIVISION

- ITEM 9. **Board Retention of the Law Firm of Kamer Zucker Abbott for Union Negotiations**
Ms. Bolender requested that the Board of Directors: 1) Retain the services of the law firm of Kamer Zucker Abbott for the continuation of the union negotiations and potential fact-finding mediation and arbitrations; 2) Authorize Legal Counsel to approve expenditures up to a total of \$200,000 for such services; and 3) Authorize any residual unexpended balances from this authorization to revert to available general funds.

Fiscal Impact
FY 2018-19 up to \$200,000

Chair Lawrence Weekly asked for an explanation of the necessity of spending the requested amount on such services, to which Ed Finger, Chief Financial Officer, addressed the potential spend on services through arbitration.

Secretary Bill Noonan moved and it was carried by unanimous vote of the voting members present, including Vice Chair Chuck Bowling and Member George Rapson via telephone, to 1) Retain the services of the law firm of Kamer Zucker Abbott for the continuation of the union negotiations and potential fact-finding mediation and arbitrations; 2) Authorize Legal Counsel to approve expenditures up to a total of \$200,000 for such services; and 3) Authorize any residual unexpended balances from this authorization to revert to available general funds.

- ITEM 10. **Resolution Opposing the use of Yucca Mountain as a Nuclear Waste Repository**
Ms. Peterson recommended the Board of Directors approve a resolution that provides formal opposition to the use of Yucca Mountain as a nuclear waste repository.

Member Carolyn Goodman announced the endorsement of the U.S. Conference of Mayors to oppose the use of Yucca Mountain as a nuclear waste repository.

Chair Lawrence Weekly inquired about the next steps of the signed resolution, to which Mr. Ralenkotter explained that the resolution would be communicated to congressional delegations.

Member Michele Fiore asked if she could tour Yucca Mountain, to which Mr. Ralenkotter confirmed that staff would organize a site visit.

Secretary Bill Noonan moved and it was carried by unanimous vote of the voting members present, including Vice Chair Chuck Bowling and Member George Rapson via telephone, to approve a resolution that provides formal opposition to the use of Yucca Mountain as a nuclear waste repository.

ITEM 11. **Replacement Two-Way Radio System**

Mr. Finger requested the Board of Directors: 1) Award the contract for the purchase and installation of a Motorola two-way radio system to Bearcom Communications, Inc. dba, Bearcom, in the estimated amount of \$439,594; award a communications recording solution to Goserco, Inc., in the estimated amount of \$28,308; and award a radio frequency communication diagnostic monitor to Tessco, in the estimated amount of \$26,481; 2) Authorize the Chief Executive Officer to execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available capital funds.

Fiscal Impact

FY 2018 \$494,383 Estimated expenditure

Member Carolyn Goodman asked if upgrades were included in the contract, to which Mr. Finger explained that the purchase was for the ownership of the physical hardware that would inevitably age over time. Member Goodman stressed how technology rapidly changed and asked if upgrades or replacements should be included as an option. Mr. Finger acknowledged the burden of aging technology, but emphasized the state of the art technology in the proposed purchase.

Secretary Bill Noonan moved and it was carried by unanimous vote of the voting members present, including Vice Chair Chuck Bowling and Member George Rapson via telephone, to 1) Award the contract for the purchase and installation of a Motorola two-way radio system to Bearcom Communications, Inc. dba, Bearcom, in the estimated amount of \$439,594; award a communications recording solution to Goserco, Inc., in the estimated amount of \$28,308; and award a radio frequency communication diagnostic monitor to Tessco, in the estimated amount of \$26,481; 2) Authorize the Chief Executive Officer to execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available capital funds.

ITEM 12. **Resolution to Augment Fiscal Year 2018 Budget**

Mr. Finger requested that the Board of Directors recommend approval of the proposed budget augmentation and the associated resolution to augment the FY 2018 budget.

Fiscal Impact

Increase FY 2018 General Fund budgeted resources and appropriations by \$3,025,000

Secretary Bill Noonan moved and it was carried by unanimous vote of the voting members present, including Vice Chair Chuck Bowling and Member George Rapson via telephone, to approval of the proposed budget augmentation and the associated resolution to augment the FY 2018 budget.

ITEM 13. **Real Property Acquisition - Parcel Numbers 162-09-802-001, 162-09-703-004, 162-09-703-005 and 162-09-803-001, 8.3 Acres Near Convention Center Drive and Kishner Drive**

Steve Hill, President/COO, presented the opportunity to purchase additional property for the LVCCD expansion project and outlined the use of the property proposed for purchase.

Luke Puschnig, Legal Counsel, explained the details of the purchase agreement and recommended that the Board of Directors: 1) Approve the attached Asset Purchase and Sale Agreement to purchase various parcels of real property for \$49,800,000; 2) Authorize staff to expend up to \$1,000,000 for real property transaction costs, tenant relocation, apartment management, litigation expenses, and testing; and 3) Authorize the Chief Executive Officer and/or the President/Chief Operating Officer to execute the necessary documents.

Fiscal Impact

FY 2019 \$49,800,000 Estimated expenditure
FY 2019-21 \$ 1,000,000 Estimated expenditure

Vice Chair Chuck Bowling emphasized the importance of the purchase and made a motion to approve.

Chair Lawrence Weekly inquired about the prior land acquisition on Sierra Vista Drive, to which Mr. Puschnig noted the use of professional services for the tenant relocation executed in the apartments on the property and stated that a bid process for professional services for tenant relocation would be conducted for the apartments on the proposed property. Chair Weekly also inquired about the potential of additional land acquisition on Sierra Vista Drive, to which Mr. Puschnig stated that the proposed land acquisition was more critical.

Vice Chair Chuck Bowling moved and it was carried by unanimous vote of the voting members present, including Vice Chair Bowling and Member George Rapson via telephone, to 1) Approve the attached Asset Purchase and Sale Agreement to purchase various parcels of real property for \$49,800,000; 2) Authorize staff to expend up to \$1,000,000 for real property transaction costs, tenant relocation, apartment management, litigation expenses, and testing; and 3) Authorize the Chief Executive Officer and/or the President/Chief Operating Officer to execute the necessary documents.

ITEM 14.

2018B Bond Sale Resolution

Mr. Finger requested the Board of Directors: 1) Approve and adopt the 2018B Bond Sale Resolution providing for the issuance of LVCVA, Nevada Revenue Bonds, Series 2018B in the maximum principal amount of \$80,000,000; 2) Authorize the Chair of the Board to sign the Resolution; 3) Authorize the CEO or the Chief Financial Officer to arrange for the sale of the bonds and to execute agreements for issuance costs; and 4) Provide for authorization for all other matters relating thereto as defined in the Resolution.

Fiscal Impact

FY 2019 \$350,000 Estimated expenditures for costs of issuance

Secretary Bill Noonan moved and it was carried by unanimous vote of the voting members present, including Vice Chair Chuck Bowling and Member George Rapson via telephone, to 1) Approve and adopt the 2018B Bond Sale Resolution providing for the issuance of LVCVA, Nevada Revenue Bonds, Series 2018B in the maximum principal amount of \$80,000,000; 2) Authorize the Chair of the Board to sign the Resolution; 3) Authorize the CEO or the Chief Financial Officer to arrange for the sale of the bonds and to execute agreements for issuance costs; and 4) Provide for authorization for all other matters relating thereto as defined in the Resolution.

ITEM 15.

Review Audit Report Regarding Travel Expenses and Adopt Additional Recommendations

Staff recommended that the Board of Directors: 1) Review the audit report regarding certain travel expenses; and 2) Adopt additional recommendations to internal policies, if any.

Secretary Bill Noonan introduced Todd Bice, Founder/Partner of Pisanelli Bice, who provided an update detailing the audit conducted in relation to the utilization of airline gift cards by LVCVA ambassadors.

Member John Lee noted his time as Chair of the Policy Committee and inquired about policies for penalizing mistakes of Board members and staff. Mr. Bice outlined the responsibilities of the Board and management in relation to consequences of certain activities and noted his recommendations to ensure the appropriateness and operation of internal controls. Member

Lee asked if there should be a designee to work with staff to ensure that policies were being followed. Mr. Bice explained that his recommendations were on the basis of accounting and internal control and noted that the recommendations would be adequate to "safeguard" the LVCVA from future issues.

Secretary Noonan added that Mr. Moorhead would communicate with the LVCVA's external auditors to understand the audit process moving forward. Mr. Bice noted that the LVCVA's external auditors were not utilized for this audit to ensure the verification of appropriate procedures in the future.

Secretary Noonan thanked the Audit Committee and Mr. Bice for their hard work, recognized Mr. Ralenkotter for accepting full responsibility, and noted Mr. Ralenkotter's lack of awareness of the purchase of the gift cards. Secretary Noonan outlined the policies and practices established internally, recognized the work of the Finance Department, and noted the significant changes to travel and spending practices of the LVCVA staff. Secretary Noonan also requested staff use good judgement and best practices and made a motion to approve Mr. Bice's recommendations.

Vice Chair Chuck Bowling thanked Secretary Noonan and the Audit Committee for their thorough work on the matter, acknowledged the cooperation of staff, specifically Mr. Ralenkotter, and thanked Southwest Airlines for partnering with the LVCVA to promote travel to Las Vegas. Vice Chair Bowling addressed the importance of transparency moving forward and encouraged staff to continue to fulfill the mission of the LVCVA.

Secretary Bill Noonan moved and it was carried by unanimous vote of the voting members present, including Vice Chair Chuck Bowling and Member George Rapson via telephone, to 1) Review the audit report regarding certain travel expenses; and 2) Adopt additional recommendations to internal policies, if any.

Member Carolyn Goodman left the meeting at 11:19 a.m.

ITEM 16. **Legal Counsel's Report and Recommendation(s)**
There were no new legal items to report.

This was an information item. Not an action item.

Mr. Ralenkotter discussed his history as President/CEO of the LVCVA, succeeding Manuel Cortez in 2004, and outlined the development of his vision plan. Mr. Ralenkotter shared how his experiences fighting cancer forced him to reevaluate his future with the LVCVA and expressed his gratitude to his family and staff for their support. He also outlined the accomplishments of the LVCVA regarding the expansion of the convention center and referenced the completion of his succession plan, Las Vegas' 24 years as the No. 1 trade show destination according to the Trade Show News Network (TSNN), the renewal of the National Finals Rodeo contract, the additional NASCAR race in Las Vegas beginning in September, International Council of Shopping Centers (ICSC) RECon continuing to reside in Las Vegas, the LVCVA's relationship with McCarran International Airport, as well as the various future projects and conventions in the destination. Mr. Ralenkotter announced that the National Association of Home Builders would make Las Vegas their permanent convention location beginning in 2026, discussed LVCVA involvement in advocacy issues, recognized the LVCVA's relationship with industry partners, and said that he was engaging in conversations with Board members regarding his future retirement plans.

COMMITTEES

DIRECTORS' RECOGNITION

Member Peggy Leavitt thanked Mr. Ralenkotter for detailing his career and history with the LVCVA. Member Leavitt recognized the future completion of Interstate 11, discussed local participation in Boulder City Day on I-11 on June 2, and announced the 70th Annual Boulder City Damboree Celebration on July 4.

Member George Rapson discussed his positive experience flying on Virgin Atlantic's nonstop flight from Las Vegas to London, as well as his experiences witnessing the global reach of Las Vegas through conversations with European locals.

Chair Lawrence Weekly thanked Member Rapson, the Mesquite Mayor, and City Council members for the ribbon cutting ceremony of the new Mesquite Library, as well as the One Stop Career Center located in the library. Chair Weekly also thanked Vice Chair Chuck Bowling for his involvement in bringing the Las Vegas Aces to Mandalay Bay, as well as their involvement with youth in the community.

Vice Chair Bowling encouraged the Board to attend a Las Vegas Aces basketball game and support the team.

Vice Chair Bowling left the call at 11:39 a.m.

Chair Weekly also recognized Treasurer Larry Brown for the community outreach event at the Las Vegas 51s game on June 11.

Secretary Bill Noonan acknowledged the Washington Capitals for their sportsmanship and the team's recognition of the efforts of the Vegas Golden Knights during the Stanley Cup playoffs.

Member John Lee commended Mr. Ralenkotter for his strength in fighting cancer and acknowledged his contributions to the destination. Member Lee requested tickets to future ICSC's RECon shows be provided to the local municipalities for use by their economic and development departments.

Member Mary Beth Sewald thanked Mr. Ralenkotter for sharing his career highlights, the accomplishments of the LVCVA, and for his years of service.

Chair Weekly thanked Member Sewald for her attendance at an event at the Alexander Library in North Las Vegas.

Member Michele Fiore shared her experience traveling with the LVCVA to Brazil, thanked LVCVA staff for the opportunity, and detailed the extensive itinerary and volume of work accomplished on the trip. Member Fiore also acknowledged the Stick Salute event at the D Las Vegas on June 13, the grand opening of the first sensory wall in the City of Las Vegas at Gilcrease Brothers Park on June 23, and the first Fourth of July fireworks show at Skye Canyon Park. Member Fiore also encouraged the Board and audience to vote.

Chair Weekly encouraged the Board to remind their constituents that illegal fireworks usage would be cited.

COMMENTS FROM THE FLOOR BY THE PUBLIC

Mr. Braisted encouraged the LVCVA to include multiple drone ports in the design of the new expansion.

Member Maurice Wooden left the meeting at 11:47 a.m.

Ed Uehling expressed his gratitude to Secretary Bill Noonan for recognizing the Washington Capitals. Mr. Uehling also encouraged the Board to reconsider their opposition to Airbnb in the destination and referenced Member George Rapson's comments about the global reach of Las Vegas by stating that "everyone does want to come here to Las Vegas."

Stanley Washington, Diversity Advocate, extended his congratulations to the new members of the LVCVA Executive team and noted that he would be discussing a celebration opportunity with the LVCVA staff and the Board in the future.

Bruce Radel, LVCVA Security Officer, expressed his concerns with the union negotiations, the amount of funds being expended during the negotiations, and the importance of longevity in the organization.

David Sizemore, LVCVA Building Engineer, shared his history working for the LVCVA, his wife's diagnosis of cancer, the limits of health insurance, the decrease in benefits offered by the LVCVA, and the importance of appreciating the value of workers by providing them with fair benefits and wages.

ADJOURNMENT

Chair Lawrence Weekly adjourned the meeting at 11:55 a.m.


Respectfully submitted,

Date Approved: July 10, 2018

Courtney Lipski
Executive Assistant to the Board of Directors

Lawrence Weekly
Chair

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY
BOARD OF DIRECTORS' MEETING
AGENDA DOCUMENTATION**

MEETING DATE:	JULY 10, 2018	OPENING CEREMONIES ELECTION OF BOARD MEMBERS
TO:	BOARD OF DIRECTORS	
FROM:	ROSSI RALENKOTTER CHIEF EXECUTIVE OFFICER	
SUBJECT:	NOMINATIONS TO THE BOARD OF DIRECTORS LAS VEGAS METRO CHAMBER OF COMMERCE	

RECOMMENDATION

In accordance with the Nevada Revised Statutes (NRS), the following nominations have been submitted by the Las Vegas Metro Chamber of Commerce for the term of July 1, 2018 – June 30, 2020. Only elected Board Members may vote for the nominees.

Mr. Gregory Lee – Eureka Casinos.....NRS 244A.603(1)(g)(1)

For possible action.

FISCAL IMPACT

None

BOARD ACTION:	
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 ROSSI RALENKOTTER
 CHIEF EXECUTIVE OFFICER



 STEVE HILL
 PRESIDENT/COO

PURPOSE AND BACKGROUND

In accordance with the NRS, the following nominations have been submitted by the Las Vegas Metro Chamber of Commerce for the term of July 1, 2018 – June 30, 2020.

Mr. Gregory Lee – Eureka Casinos.....NRS 244A.603(1)(g)(1)

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY
BOARD OF DIRECTORS' MEETING
AGENDA DOCUMENTATION**

MEETING DATE:	JULY 10, 2018	OPENING CEREMONIES ELECTION OF BOARD MEMBERS
TO:	BOARD OF DIRECTORS	
FROM:	ROSSI RALENKOTTER CHIEF EXECUTIVE OFFICER	
SUBJECT:	NOMINATIONS TO THE BOARD OF DIRECTORS NEVADA RESORT ASSOCIATION	

RECOMMENDATION

In accordance with the Nevada Revised Statutes (NRS), the following nominations have been submitted by the Nevada Resort Association (NRA) for the term of July 1, 2018 – June 30, 2020. Only elected Board Members may vote for the nominees.

Mr. Bill Noonan – Boyd Gaming Corporation.....NRS 244A.603(1)(g)(2)

For possible action.

FISCAL IMPACT

None

BOARD ACTION:	
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**ROSSI RALENKOTTER
CHIEF EXECUTIVE OFFICER**



**STEVE HILL
PRESIDENT/COO**

PURPOSE AND BACKGROUND

In accordance with the NRS, the following nominations have been submitted by the Nevada Resort Association for the term of July 1, 2018 – June 30, 2020.

Mr. Bill Noonan – Boyd Gaming Corporation.....NRS 244A.603(1)(g)(2)

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY
BOARD OF DIRECTORS' MEETING
AGENDA DOCUMENTATION**

MEETING DATE:	JULY 10, 2018	ITEM NO. 1
TO:	BOARD OF DIRECTORS	
FROM:	CATHY TULL CHIEF MARKETING OFFICER	<i>Cathy Tull</i>
SUBJECT:	2018 WORLD ROUTES DEVELOPMENT FORUM EXHIBITION GUANGZHOU, GUANGDONG PROVINCE, CHINA SEPTEMBER 15-18, 2018	

RECOMMENDATION

The Marketing Division is requesting the Board of Directors: 1) Approve an estimated expenditure of \$246,000 for expenses associated with trade show exhibition, booth design and build-out and a client development event during the 2018 World Routes Development Forum; 2) Authorize the Las Vegas Convention and Visitors Authority (LVCVA) Chief Executive Officer to execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available general funds.

For possible action.

FISCAL IMPACT

FY 2019: \$246,000 Estimated expenditure

BOARD ACTION:	
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Rossi Ralenkotter

**ROSSI RALENKOTTER
CHIEF EXECUTIVE OFFICER**

Steve Hill

**STEVE HILL
PRESIDENT/COO**

PURPOSE AND BACKGROUND

The 2018 World Routes Development Forum will convene in Guangzhou, China, September 15-18, 2018. More than 3,000 attendees are expected to attend World Routes 2018 representing airline network route planners, airports and tourism organizations. It is the largest gathering of airline network planners and offers unrivaled meeting opportunities. This show is an important part of the LVCVA's air service development strategy.

In an effort to win new routes, protect existing service, and market the destination, the LVCVA will exhibit at the trade show. During the forum, the LVCVA and McCarran International Airport will also hold over 45 one-on-one meetings with airline representatives.

Las Vegas Convention and Visitors Authority Board of Directors' Meeting
Agenda Documentation

Meeting Date: July 10, 2018

Subject: 2018 World Routes Development Forum Exhibition
Guangzhou, Guangdong Province, China – September 15-18, 2018

Estimated expenditures for this event include:

Exhibit Space	\$ 60,000
Show Services/ Virtual Reality Activation	142,000
Collateral/Promotional Materials/ Shipping	19,000
Client Development Event/ Entertainment	<u>25,000</u>

Estimated Total: \$246,000

This expenditure has been budgeted for and approved in the FY19 budget.

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY
BOARD OF DIRECTORS' MEETING
AGENDA DOCUMENTATION**

MEETING DATE:	JULY 10, 2018	ITEM NO.	2
TO:	BOARD OF DIRECTORS		
FROM:	CATHY TULL CHIEF MARKETING OFFICER	<i>Cathy Tull</i>	
SUBJECT:	SHRINERS HOSPITALS FOR CHILDREN OPEN LAS VEGAS, NEVADA – OCTOBER 29 - NOVEMBER 4, 2018		

RECOMMENDATION

The Marketing Division is requesting the Board of Directors: 1) Approve an estimated expenditure of \$115,000 to enter into an agreement with the Shriners Hospitals for Children Open to lease a marquee hospitality suite during the golf tournament; 2) Authorize the Las Vegas Convention and Visitors Authority (LVCVA) Chief Executive Officer to execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available general funds.

For possible action.

FISCAL IMPACT

FY 2019: \$115,000 Estimated expenditure

BOARD ACTION:	
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Rossi Ralenkotter

**ROSSI RALENKOTTER
CHIEF EXECUTIVE OFFICER**

Steve Hill

**STEVE HILL
PRESIDENT/COO**

PURPOSE AND BACKGROUND

The Shriners Hospitals for Children Open golf tournament will be held in Las Vegas at the Tournament Players Club (TPC) Summerlin, and aired on the Golf Channel throughout the week. Attendance for the weeklong event is expected to exceed 30,000, with more than 6,000 out of town visitors generating an estimated total impact of \$8.4 million for Southern Nevada.

The agreement will include 10 playing spots in the Celebrity Pro-Am, a marquee lounge, 125 marquee tickets per day (Thursday-Sunday), 100 general admission tickets per day (Wednesday-Sunday), one full-page color advertisement in the Official Tournament Program, on-course signage, and a table at the annual Kick Off Your Heels luncheon. The Pro-Am spots will be utilized by LVCVA clients and guests. The LVCVA has been a sponsor of the event since 1983 and it continues to be a popular stop on the PGA Tour. This expenditure has been budgeted for and approved in the FY 2019 budget.

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY
BOARD OF DIRECTORS' MEETING
AGENDA DOCUMENTATION**

MEETING DATE:	JULY 10, 2018	ITEM NO. 3
TO:	BOARD OF DIRECTORS	
FROM:	CATHY TULL CHIEF MARKETING OFFICER	<i>Cathy Tull</i>
SUBJECT:	LAS VEGAS EVENTS UPDATE	

RECOMMENDATION

Las Vegas Events (LVE) will present a comprehensive recap of fiscal year (FY) 2018 fourth quarter activities and preview of FY 2019 first quarter activities to the Las Vegas Convention and Visitors Authority (LVCVA) Board of Directors.

This is an information item. Not an action item.

FISCAL IMPACT

None

BOARD ACTION:	
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Rossi Ralenkotter

**ROSSI RALENKOTTER
CHIEF EXECUTIVE OFFICER**


Steve Hill

**STEVE HILL
PRESIDENT/COO**

PURPOSE AND BACKGROUND

LVE will present their quarterly report to the LVCVA Board of Directors, recapping fourth quarter activities of FY 2018 and outlining activities for the first quarter of FY 2019. The report will summarize the impact of the various events and include details regarding attendance, room nights generated, and additional activities associated with the events.

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY
BOARD OF DIRECTORS' MEETING
AGENDA DOCUMENTATION**

MEETING DATE:	JULY 10, 2018	ITEM NO. 4
TO:	BOARD OF DIRECTORS	
FROM:	TERRY JICINSKY SENIOR VICE PRESIDENT OF OPERATIONS	
SUBJECT:	LAS VEGAS CONVENTION CENTER DISTRICT PHASE TWO NV ENERGY OVERHEAD LINE RELOCATION CONSTRUCTION CONTRACT FOR BID #19-4522	

RECOMMENDATION

The Operations Division is requesting the Board of Directors: 1) Award Bid #19-4522 to TAB Contractors, Inc., Las Vegas, Nevada, in the estimated amount of \$2,761,090; 2) Authorize the Las Vegas Convention and Visitors Authority (LVCVA) Chief Executive Officer (CEO) to execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available LVCCD capital funds.

For possible action.

FISCAL IMPACT

FY 2019: \$2,761,090 Estimated expenditure

BOARD ACTION:	
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**ROSSI RALENKOTTER
CHIEF EXECUTIVE OFFICER**



**STEVE HILL
PRESIDENT/COO**

PURPOSE AND BACKGROUND

Upon the completion of the Riviera Hotel and Casino property demolition and construction of additional parking and expansion for outdoor tradeshow exhibits for the Diamond Lot, LVCVA management staff and the LVCVA's owner representative, Cordell Corporation (Cordell), have worked with NV Energy, CenturyLink, and Cox to develop a plan and design for relocating the overhead power and communication lines that bisect the Diamond and Gold Lots on the 46-acre site.

Las Vegas Convention and Visitors Authority Board of Directors' Meeting
 Agenda Documentation

Meeting Date: July 10, 2018

Subject: Las Vegas Convention Center District Phase Two NV Energy Overhead
 Line Relocation Construction Contract for Bid #19-4522

The relocation of the overhead utility lines is necessary to prepare the site for construction prior to approval of the Guaranteed Maximum Price (GMP) for the Phase Two Expansion Project from the Construction Manager at Risk (CMAR).

In accordance with NRS Chapter 338, a process was undertaken to identify qualified prime contractors to bid on the NV Energy Overhead Line Relocation Project. Contract documents were posted on the project website and solicitation to bid was distributed to the pre-qualified prime contractors.

An LVCVA Evaluation Team was assigned to review the bids received. The Evaluation Team included LVCVA management staff and Cordell. Cordell provided support to the Evaluation Team regarding bid process and material.

Based upon the review by the Evaluation Team and contract documents posted by Cordell, the following bids were received:

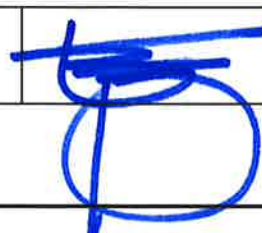
Bidder	City, State	Bid
TAB Contractors, Inc.	Las Vegas, NV	\$ 2,761,090
*J.A. Tiberti	Las Vegas, NV	\$ 2,665,900

* Disqualified – Not all required bid documents submitted with bid.

Staff is recommending the bid be awarded to TAB Contractors, Inc., Las Vegas, Nevada, as the lowest responsive and responsible bidder.

This expenditure is included in the LVCCD capital budget.

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY
BOARD OF DIRECTORS' MEETING
AGENDA DOCUMENTATION**

MEETING DATE:	JULY 10, 2018	ITEM NO. 5
TO:	BOARD OF DIRECTORS	
FROM:	ED FINGER CHIEF FINANCIAL OFFICER	
SUBJECT:	RFP 18-4523 UNDERWRITER SERVICES	

RECOMMENDATION

The Finance Department is requesting the Board of Directors: 1) Award RFP #18-4523, Underwriter Services, to a pool of underwriters for the initial period of July 10, 2018 through July 9, 2021; 2) Authorize the Chief Executive Officer or Chief Financial Officer to execute the contract documents; and 3) Authorize the Chief Executive Officer to execute up to two (2) additional one-year contract extensions according to the RFP documents, upon mutual agreement.

For possible action.

FISCAL IMPACT

FY 2019-2021 Compensation for underwriter services are paid from bond proceeds. If the remainder of the Las Vegas Convention Center District (LVCCD) bonds are sold via negotiated sale, total fees would be approximately \$1.5 million to \$1.75 million.

BOARD ACTION:	
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ROSSI RALENKOTTER
CHIEF EXECUTIVE OFFICER


STEVE HILL
PRESIDENT/COO

PURPOSE AND BACKGROUND

The Las Vegas Convention and Visitors Authority (LVCVA) plans to issue an additional \$950 million of bonds between late 2018 and 2021 to finance the \$1.4 billion LVCCD project, in addition to other non-LVCCD issuance or refundings.

Underwriting services will be required to assist in selling bonds sold via negotiated sale. Those services include, but are not limited to: assistance in the development and implementation of strategies and presentation for rating agencies, advice and assistance in the preparation of official statements and other legal disclosure documents, analyses comparing costs and benefits of sales with or without reserve funds, analyses of the efficiency of varying call features, marketing the bonds, and post-sale reporting.

Las Vegas Convention and Visitors Authority Board of Directors' Meeting
 Agenda Documentation
 Meeting Date: July 10, 2018
 Subject: RFP 18-4523
 Underwriter Services

A pool of underwriters allows for selection of a senior manager and co-managers by the LVCVA during the term of these bond sales based on specific transactions at the time of issuance. The Chief Financial Officer will create these teams from the pool for each transaction.


Based on the specifications provided by the Finance Department, the following sixteen proposals were received:

Firm	Location
Academy Securities, Inc.	New York, NY
Bank of America Merrill Lynch	Los Angeles, CA
Fidelity Capital Markets	San Francisco, CA
Goldman Sachs & Co. LLC	Los Angeles, CA
Hutchinson, Shockey, Erley & Co	Chicago, IL
J.P. Morgan Securities LLC	San Francisco, CA
Morgan Stanley & Co. LLC	San Francisco, CA
Piper Jaffray	Denver, CO
RBC Capital Markets, LLC	New York, NY
Robert W. Baird & Co. Inc	Denver, CO
Samuel A. Ramirez & Co., Inc.	Los Angeles, CA
Siebert Cisneros Shank & Co., L.L.C.	Oakland, CA
Stifel, Nicolaus & Company	Los Angeles, CA
Tribal Capital Markets	Broadway, NY
UBS Financial Services	Los Angeles, CA
Wells Fargo Securities	Salt Lake City, UT

Based on the reviews of the evaluation team, the recommendation is to award to the following pool of eight (8) firms for underwriter services:

Firm	Location
Bank of America Merrill Lynch	Los Angeles, CA
Fidelity Capital Markets	San Francisco, CA
J.P. Morgan Securities LLP	San Francisco, CA
Morgan Stanley & Co. LLP	San Francisco, CA
Piper Jaffrey	Denver, CO
RBC Capital Markets LLC	New York, NY
Robert W. Baird & Co. Inc	Denver, CO
Wells Fargo Securities	Salt Lake City, UT

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY
BOARD OF DIRECTORS' MEETING
AGENDA DOCUMENTATION**

MEETING DATE:	JULY 10, 2018	ITEM NO. 6
TO:	BOARD OF DIRECTORS	
FROM:	ED FINGER CHIEF FINANCIAL OFFICER	
SUBJECT:	SHI INTERNATIONAL, INC. PURCHASE OF MICROSOFT ENTERPRISE SOFTWARE LICENSE SUBSCRIPTION AGREEMENT	

RECOMMENDATION

The Finance Department is requesting the Board of Directors: 1) Approve a \$408,600 expenditure to SHI International for purchase of a Microsoft Enterprise Subscription Agreement, which includes Office 365 and server software licensing, for the period of August 1, 2018 through July 31, 2021; and 2) Authorize the Chief Executive Officer to execute contract documents; and 3) Authorize residual unexpended balances from this authorization to revert to available general funds.

For possible action.

FISCAL IMPACT

FY 2019: \$136,200 Estimated expenditure
 FY 2020: \$136,200
 FY 2021: \$136,200

BOARD ACTION:	
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**ROSSI RALENKOTTER
CHIEF EXECUTIVE OFFICER**



**STEVE HILL
PRESIDENT/COO**

PURPOSE AND BACKGROUND

In fiscal year 2016, the Information Technology Department (ITD) upgraded from a traditional software licensing model to the current hosted subscription-based volume license software model.

Subscription software requires the subscriber to pay a monthly or annual payment for the use of the software. Microsoft Office 365 includes Word, Excel, Outlook, PowerPoint, Publisher, OneNote and Skype for Business and also offers added features of mobility, collaboration, version protection and security.

Las Vegas Convention and Visitors Authority Board of Directors' Meeting
 Agenda Documentation

Meeting Date: July 10, 2018

Subject: SHI International, Inc.
 Purchase of Microsoft Enterprise Software License Subscription
 Agreement

A Microsoft Enterprise Agreement Software Subscription requires a three-year commitment and is paid annually. This three-year agreement term would be from August 1, 2018 through July 31, 2021.


Funds are budgeted in the ITD computer licenses and maintenance account. Staff recommends the contract be awarded to SHI International, Inc., which holds the State of Nevada Microsoft Contract.

Equipment	Contract Joinder	Provider
Microsoft Enterprise Software License Subscription Agreement	The State of Nevada	SHI International Corporation

Per NRS 332.195(a), the LVCVA is permitted to utilize the contract of another agency or cooperative as a method of procurement. This joinder contract with the State of Nevada allows the LVCVA to leverage the buying power of an agency who has previously gone through the competitive procurement process.

Per NRS 332.115(1.) (h), software for computers is exempt from competitive bidding.

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY
BOARD OF DIRECTORS' MEETING
AGENDA DOCUMENTATION**

MEETING DATE:	JULY 10, 2018	ITEM NO. 7
TO:	BOARD OF DIRECTORS	
FROM:	ED FINGER CHIEF FINANCIAL OFFICER	
SUBJECT:	BOARD RETENTION OF THE LAW FIRM OF PISANELLI BICE FOR AUDIT SERVICES	

RECOMMENDATION

Las Vegas Convention and Visitors Authority (LVCVA) staff requests that the Board of Directors authorize the Chief Financial Officer to approve expenditures up to \$200,000 with the law firm of Pisanelli Bice for audit services.


For possible action.

FISCAL IMPACT

FY 2018-2019: up to \$200,000

BOARD ACTION:	
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 ROSSI RALENKOTTER
 CHIEF EXECUTIVE OFFICER


 STEVE HILL
 PRESIDENT/COO

PURPOSE AND BACKGROUND

The law firm of Pisanelli Bice has been retained under staff-level delegation of authority to conduct an audit of gift cards. The cost of the audit will exceed that authorization level.

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY
BOARD OF DIRECTORS' MEETING
AGENDA DOCUMENTATION**

MEETING DATE: JULY 10, 2018	ITEM NO. 8
TO: BOARD OF DIRECTORS	
FROM: BARBARA BOLENDER CHIEF PEOPLE OFFICER	
SUBJECT: PUBLIC HEARING ON NEW COLLECTIVE BARGAINING AGREEMENT	

RECOMMENDATION

Staff requests the Board of Directors, pursuant to NRS 288.153: 1) Conduct a public hearing; 2) Approve and authorize the Chief Executive Officer to sign the Collective Bargaining Agreement (CBA) between the Las Vegas Convention and Visitors Authority (LVCVA) and the Service Employees International Union (SEIU) Local 1107, effective July 1, 2018, through June 30, 2022.

For possible action.

Total Annual Bargaining Unit Expenses:

FY 2019: \$23.9 million
 FY 2020: \$25.0 million
 FY 2021: \$26.2 million/TOTAL 3 YEARS = \$75.1 million
 FY 2022: Reopened prior to July 2021
 FY 2023: Reopened prior to July 2022

The above reflects total cost of the contract per year which includes all employee expense items, particularly wages (across the board and steps), PERS, Medicare, longevity, and health insurance.

BOARD ACTION:	
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**ROSSI RALENKOTTER
CHIEF EXECUTIVE OFFICER**



**STEVE HILL
PRESIDENT/COO**

PURPOSE AND BACKGROUND

On June 27, 2018, the LVCVA and the SEIU, reached a tentative agreement on a new CBA effective July 1, 2018, through June 30, 2022. The SEIU membership will submit the agreement for ratification on July 18, 2018. The new CBA eliminates longevity payments for all employees hired after July 1, 2018, in return for functionally eliminating step 9 for those new hires.

Las Vegas Convention and Visitors Authority Board of Directors' Meeting

Agenda Documentation

Meeting Date: July 10, 2018

Subject: Public Hearing on New Collective Bargaining Agreement

Attached are the proposed agreement with any exhibits and a summary of changes from the prior agreement with a redline/strikeout version of the agreement.

Total fiscal impact of the proposed across the board increase is approximately \$1.88 million for the fiscal years 2019, 2020, and 2021, and includes base pay, current longevity participants, PERS, and Medicare contributions.

Fiscal Impact:

FY 2019:	\$ 515,000	Estimated expenditure
FY 2020:	\$ 670,000	Estimated expenditure
FY 2021:	\$ 690,000	Estimated expenditure
FY 2022:	Reopened prior to July 2021	
FY 2023:	Reopened prior to July 2022	

2018

SEIU Contract Summary of Changes

Appendix A

Updated job titles as necessary.

Article 1- Agreement

The parties agreed to a five (5) year term July 1, 2018 through June 30, 2022.

Article 3 – Management Rights

Language cleaned up for better understanding of the article.

Article 4 – Union Rights

Increased the union bank hours from 400 hours to 500 hours. Moved article 4.9 to article 21.

Article 5 – Transfer of Facility

Removed Cashman Center and made article more generic for any future acquisitions.

Article 6 – Across-The-Board Increases

Increase of 2.2% effective July 2018, 2.8% effective July 2019, 2.8% effective July 2020. Will negotiate wages for years 2021 and 2022.

Article 7 – Step Progression

Cleaned up language to reflect senior executive in Human Resources.

Article 8 – Hours of Work

Updated language to reflect current practice. Added language regarding scheduling of overtime. Changed Shift Differential from \$.90 to \$1.00. Added premium pay for certain security personnel for Field Training Officers and Certified Fire Instructors. Added and \$.50 per hour for Emergency Medical Technicians.

Article 9 – Filling of Vacancies

Updated shift bid language. Added language for employees with suspensions and terminations that apply for a promotion. Updated demotion language to reflect current practice. Added language to give the union a copy of any updated job descriptions.

Article 12 – Miscellaneous Leave

Updated the leave to incorporate appropriate language for FMLA and Worker's Compensation. Add ADA, Nevada Pregnant Workers' Fairness Act, and Employee Leaves.

Article 13 – Longevity Bonus Program

Eliminated longevity for employees hired after July 1, 2018. Employees hired on or after July 1, 2018, who are hired in at the Step 0 rate of pay, who progress through the Steps to the Step 8 rate of pay in no less than 8 years of service, and are therefore eligible for the Step 9 rate of pay, shall skip the Step 9 rate of pay and advance directly to the Step 10 rate of pay pursuant to the salary ranges attached as Appendix B, pursuant to Article 7 "Step Progression," 7.3 "Effective Date," provided all other Article 7 step progression requirements are met. Employees are entitled to advance in this manner one time only in their career pursuant to the provisions of this Article.

Article 14 – Group Insurance

Reworded 14.3.b to have the ability to open up just that article if insurance rates go above 7.5%.

Article 15 – Educational Assistance

Added language to make the cost of reimbursement at the undergraduate or graduate rate as applicable instead of receiving the regular rate.

Article 17 – Health and Safety

Updated language to be consistent with NRS 618.383 and NAC 618.540 on who can be on the health and safety committee.

Article 19 – Layoff and Recall

Cleaned up language to reflect senior executive in Human Resources.

Article 20 – Dispute Resolution

Removed items and placed in article 21 as necessary. Better defined grievance procedures and process.

Article 21 – Corrective Action and Discipline

This a new article that was made from article 4 and 20. This will allow us to better define our discipline process.

Article 22 – Definitions

Updated some of the definitions for a better understanding.

COLLECTIVE BARGAINING AGREEMENT

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COLLECTIVE BARGAINING AGREEMENT

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Appendices

Appendix A LVCVA Bargaining Unit Classifications – Employees
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Appendix B July 1, 2018 – June 30, 2019

Appendix C July 14, 2019 – June 30, 2020 *(to be published at a later date)*

Appendix D July 12, 2020 – June 30, 2021 *(to be published at a later date)*

Signature Pages

Article 1 AGREEMENT

1.1 – Term of Agreement

- a. This Agreement is made and entered into this 30th day of June 2018, by and between the Service Employees International Union/SEIU Local 1107, hereinafter referred to as the "Union" and the Las Vegas Convention and Visitors Authority, hereinafter referred to as "Authority."
- b. This Agreement will be effective July 1, 2018, and will remain in effect until June 30, 2022. No changes, amendments, modifications, or termination of this agreement shall be made unless mutually agreed upon by the parties, after providing timely notice of intent and pursuant to the provisions of Chapter 288 of the Nevada Revised Statutes (NRS). The terms and provisions of this agreement shall remain in full force and effect until a successor agreement can be reached.

1.2 – Joint Meetings

- a. In order for the Union and the Authority to maintain close liaison with each other to provide mutual attention to the administration and application of this Agreement, the parties agree to meet, if requested by either party, and to have those persons in attendance who are responsible for the matters set forth herein.
- b. This article does not preclude informal discussion between the parties of any matter which is not subject to negotiation or contract. Any such informal discussion is exempt from all requirements of notice or time schedule.

1.3 – General Savings

- a. If any provision of this Agreement or any application of the Agreement to any person or persons covered herein be found contrary to federal law or the NRS, the provision or application will be deemed invalid except to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.
- b. If there is any change in federal law or the NRS that would invalidate or supplement any provision of this Agreement, excluding changes in Chapter 288 of the NRS, the parties will meet to negotiate any change in the Agreement relative to the affected provisions only.
- c. In the event Chapter 288 of the NRS is amended, the Authority and the Union, through a committee of not more than 5 representatives each, will meet within 30 days of such passage to informally discuss the ramifications, if any, on this Agreement.
- d. It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations, or responsibilities of the Authority expressly provided for by federal law, state statutes, and local ordinances, except as expressly limited herein.

1.4 – Intent

- a. It is the purpose of this Agreement to: (1) promote and provide a responsible labor relations policy between the Authority and employees covered herein, (2) secure an orderly and equitable disposition of grievances which may arise under the Agreement, and (3) set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages and other specified conditions of employment of employees covered by this Agreement.
- b. The parties recognize and agree that (1) the tourism and convention business is vital to the economy of Southern Nevada and is the primary mission of both the Authority and the Union and (2) any direct communication to tourists and conventioners that there is labor unrest or instability could be disruptive to our economy.

1.5 – Attempts to Influence

In recognition of Section 1.4, the parties agree:

- a. That attempts to influence the collective bargaining process will only be directed toward the employees of the Authority and their Union affiliates, Authority management, and the indigenous population within the State of Nevada.
- b. The Union agrees to provide the Authority a listing of its affiliations and update the list when changes occur.
- c. The parties pledge to not attempt to appeal to tourists or conventioners to influence the collective bargaining agreement, the collective bargaining process, or anything within the jurisdiction of Chapter 288 of the NRS.

1.6 – Informational Picketing

- a. Prior to conducting any informational picketing or rallies, the Union and the Authority will meet within 2 days of the Union's notification to the Authority to discuss the time, place, and reasons. Informational pickets or rallies will not take place any earlier than 5 working days after the meeting.
- b. Informational picketing or rallies will be restricted from the following locations:
 1. The sidewalk or public right-of-way adjacent to any facilities whose primary function is tourism or conventions;
 2. Any public sidewalk or street which is generally traveled by a tourist or conventioner (i.e., Paradise Road, Las Vegas Boulevard, Sahara Avenue, Flamingo Road, Tropicana Boulevard, or Fremont Street);
 3. The facilities operated by the Authority.

1.7 – No Strike/No Lock-Out

- a. The Union agrees not to strike, nor to endorse, support, assist, or encourage in any way any individual employee or group of employees to participate in any strike.
- b. The Authority agrees not to lock out employees under any circumstances.

1.8 – Discrimination Prohibited

Neither the Authority nor the Union will discriminate against any employee covered by this Agreement in a manner which would violate the NRS, Chapter 613.330.

1.9 – Union Membership or Activity

Neither the Authority nor the Union will interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there will be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

1.10 – Cooperation

- a. Core Values. The Union and the Authority agree to conduct discussion regarding the contract and pledge communication to their respective members to be in agreement with these core values: loyalty, trust, excellence, respect, integrity.
- b. Favoritism. The Union and the Authority agree that favoritism is not to be used in the application of this contract or in the dealings between all the employees of the Authority.

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Article 2 RECOGNITION

2.1 – Collective Bargaining Recognition

- a. The Authority hereby recognizes the Union as the sole and exclusive collective bargaining representative of Authority employees assigned to the classifications listed in Appendix A who are eligible to be represented by the Union except as limited by Section 2.2 of this article. Any proposed additions or deletions to these classifications will be furnished to the Union for review and comment prior to any formal action by the Authority. Both parties recognize that the Union retains its right to appeal under the provisions of NRS 288.170.
- b. As described herein, this contract covers 2 bargaining units, which were established pursuant to the procedures as contained in NRS 288. For simplicity purposes only, the parties have combined all contract terms applicable to each bargaining unit under this one agreement. Nevertheless, it is the express intention of both parties that each bargaining unit will be deemed to have its own collective bargaining agreement with the relevant terms separately applicable to each. Thus, each article contained herein will have its appropriate and separate application as to the non-supervisory unit and/or as to the supervisory unit.

2.2 – Employees Excluded from the Bargaining Unit

- a. Authority employees who are excluded from the bargaining unit are as follows:
 1. Those employees certified to another bargaining unit or as required under the provisions of Chapter 288 of the NRS
 2. Administrative employees
 3. Confidential employees
 4. Temporary employees
 5. Part-time employees
 6. Volunteers
 7. Intermittent employees
- b. The Authority will not utilize a series of temporary and/or intermittent employees in essentially the same position in order to avoid a position's placement in the bargaining unit.

2.3 – New Hires

Newly hired employees who have not completed their introductory period are not excluded from the bargaining unit.

2.4 – Member Information

- a. The Authority will provide quarterly to the Union the names, dates of hire, wage rates, classifications, departments, addresses, and phone numbers of all members of the bargaining unit, including each new hire who is known to be eligible for inclusion in the unit. All information will be provided in an electronic format mutually agreeable to each of the parties.
- b. The Authority will allow the Union 30 minutes to present information at each new hire orientation and only Human Resources staff will be present.
- c. Errors or omissions will not constitute a violation of this Agreement for any purpose.
- d. All information is furnished for the exclusive use of the Union and will not be used for any other purpose or be given to any other person or organization without the express written approval of the employee involved.

Article 3

MANAGEMENT RIGHTS

3.1 – Intent

All rights and responsibilities of the Authority granted by applicable federal, state, or local laws, regulations, or ordinances which are not specifically modified by this Agreement will remain the exclusive management rights of the Authority.

3.2 – Sole Authority

The Authority is entitled, without negotiation, to the sole right and authority to operate and direct the affairs of the Authority in all its various aspects. Those rights include, but are not limited to, the following:

- a. Hire, direct, assign, train, transfer, coach, take disciplinary action against, suspend, or terminate any employee, except as otherwise contained in this contract, but excluding the right to assign or transfer an employee as a form of discipline.
- b. Reduce in force or lay off any employee because of lack of work or lack of money, subject to the provisions of the NRS and this Agreement.
- c. Determine the number of positions, classifications, and departments to be affected by a layoff.
- d. Determine appropriate staffing levels and work performance standards within safety considerations.
- e. Determine the content of the workday including, without limitation, work load factors within safety considerations.
- f. Determine the quality and quantity of services to be offered to the public and the means and methods of offering those services.
- g. Extend, limit, curtail or contract out its operations.
- h. The processes, services and materials to be purchased, contracted and subcontracted. Subcontracted shall not apply to the subcontracting out of work covered by this Agreement.
- i. Take whatever actions may be necessary to carry out its responsibilities in situations of emergency, such as a riot, military action, natural disaster, civil disorder, or terrorist action.

3.3 – Negotiation of Non-Mandatory Subjects

The Union acknowledges that with respect to any non-mandatory subjects of bargaining, as defined in NRS 288.150, which are included in this Agreement, the Authority is not waiving or in any way limiting its rights under NRS 288.150 to refuse to bargain over non-mandatory subjects during these or in future negotiations of this Agreement.

3.4 – Temporary Replacements

The Authority, in its sole discretion, may call in a part-time employee to replace an absent employee or temporarily re-assign a full-time employee to replace the absent employee, and will not be subject to the provisions of Article 20 of this Agreement.

3.5 – Uniforms

The Authority reserves the right to determine the employees who are required to wear uniforms and safety shoes and to designate the style and color of the uniform to be worn. The Authority will provide said uniforms at no cost to the employee.

3.6 – Safety Rules

The Authority reserves the right to adopt reasonable safety rules in accordance with OSHA regulations. The Authority will have the right to impose appropriate discipline for the violation of such rules.

Article 4

UNION RIGHTS

4.1 – Union Membership

The Authority and the Union agree that employees eligible for membership in the Union will be protected in the exercise of their right freely and without fear of penalty and reprisal, to form, join, and participate in authorized and legal Union functions. The freedom of such employees to assist the Union will be recognized as extending to participation in the management of the Union in the capacity of a Union officer or representative.

4.2 – Union Representatives

Union representatives will be designated by the Union. The number of representatives allowable will be determined in the following manner:

- a. The Union may designate stewards to perform normal Union representative duties as defined in this Agreement.
- b. While the Union is free to choose its representation from employees, it agrees that the number of representatives from any one department, division, work area, shift or location will not unreasonably hinder effective working relationships or productivity and services.
- c. The Union will notify the Authority, in writing, of the names of the representatives and their respective jurisdictional area, within 30 calendar days of the effective date of any such designation. The jurisdiction of the stewards will be within the sole discretion of the Union, without interference from the Authority, consistent with Section 4.2.b. of this article.
- d. If a Chief Steward is regularly scheduled to be off other than Saturday and Sunday, his/her shift will be changed, at his/her option, for the duration of his/her term to Saturday and Sunday off without loss of pay or benefits. If the change in schedule unduly affects another employee, the Authority and the Union will meet to discuss and resolve the issue.

4.3 – Release From Duty for Union Business

- a. All representatives will notify and request approval for release from duty from their immediate supervisors through the appropriate leave form prior to the release each time they need to conduct Union business. Such leave will occur in increments of 15 minutes or greater.
- b. Representatives will be relieved of duty unless operational demands prohibit granting the request.
- c. Use of representative time will not be abused by the employee and use of said time will not be unreasonably withheld by the immediate supervisor.

- d. An alternate Union representative may serve in the absence of the respective representative who is on authorized leave or is otherwise unavailable.

4.4 – Union Business During Work Hours

- a. Union business conducted by employee and non-employee representatives must be conducted during employee work breaks or lunch periods.
- b. Union business, such as organizing, must not interfere with employee duties.
- c. All representatives must notify and obtain permission from supervision of the employee's department before entering the work area during working hours.

4.5 - Union Bank Hours

- a. For each separate fiscal year covered by the term of this Agreement, the Union will be allocated a total of 500 Union bank hours per bargaining unit for designated Union members to (1) attend monthly steward meetings, conferences, legislative sessions, or conventions and (2) represent employees at any step of the grievance procedure, discipline, demotion, suspension, or termination proceeding/hearing. Employee Management Relations Committee ("EMRC") meetings are not considered union business and bargaining-unit members who attend these meetings will not be required to clock out unless overtime will be accrued. Overtime will not be paid for such meetings. If a representational matter is *de minimis*, e.g., 30 minutes or less, utilization of Union bank hours is not required.
- b. Only one representative will be allowed for investigatory meetings.
- c. Each bargaining unit may transfer unused bank hours to the other bargaining unit.
- d. Per diem and/or cost of travel will not be provided by the Authority. Such Union leave will not be cumulative from fiscal year to fiscal year.
- e. The Authority will not be responsible for any industrial injury claims resulting from activities performed on behalf of the Union away from Authority work locations during normal duty hours.
- f. Union leave bank requests for investigation time will be approved by the Chief Steward.
- g. In addition, the Authority shall release up to one employee at any time to be considered on "Union Leave" for periods of not less than one month and up to six months. Union Leave will constitute a period where the employee stays in straight time paid status with benefits accruing and the Union shall reimburse the employer for wages and all benefits. Union bank time is not included in overtime calculation.

4.6 – Leave for Preparation for Negotiation of Successor Agreement

- a. Eight members of the Union negotiating committee will be granted release time from duty with straight time pay on the days negotiation sessions are held with the authority for the purpose of negotiating the terms of this agreement.
- b. Release time will not amount to more than 8 hours per person, per negotiating session.
- c. Members will be assigned to a Monday through Friday flexible work week for the duration of negotiation sessions. Members regularly assigned to shifts other than the day shift will, throughout the course of negotiations, be rescheduled to the day shift.

4.7 – Bulletin Boards

- a. The Authority will provide reasonable space for the installation of Union bulletin boards, located near employee time clocks, to the Union for posting of materials related to Union business. The cost of the bulletin boards will be borne by the Union with LVCVA to bear the cost of installation. The installation shall be accomplished within 30 days of the Union providing the bulletin board.
- b. No material may be posted on bulletin boards at any time which contain the following:
 1. Personal attacks upon any other member or any other employee.
 2. Scandalous, scurrilous or derogatory attacks upon the management.
 3. Scandalous, scurrilous or derogatory attacks upon a candidate for a partisan political office.
- c. Any materials posted must be dated and initialed by a Steward prior to the posting by a Union representative and a copy of all materials posted must be provided to the senior executive in Human Resources at the time of posting.

4.8 – Employee Personnel File Photocopies

- a. The Authority agrees that each employee and/or his/her representative, upon receipt of a written release for each occurrence, will have the right to review and photocopy materials contained in his/her personnel file or any other documents that are utilized in connection with any discipline undertaken, pursuant to the terms of this Agreement. It is understood that such files will be made available during normal business hours.
- b. The first 10 pages will be copied free of charge; thereafter, each page copied will cost \$1.00.
- c. The Authority will not use written documentation for disciplinary purposes unless the employee has received a copy of it. Disputes concerning the validity of a given document will be processed, in accordance with Article 20.

4.9 – SEIU Officers

- a. If the SEIU President is an employee of the Authority, he/she will be afforded leave without pay, not to exceed 20 hours per calendar week, to accomplish Union business. The scheduling of such leave will not be unreasonably withheld by the immediate supervisor and will not be abused by the employee.
- b. If the SEIU President, Executive Vice President, Secretary, or Treasurer is an employee of the Authority, he/she will be afforded bank time of 416 bank hours to accomplish general Union business.
- c. No more than two SEIU Union officers at any one time will be afforded release time as provided for in this section.
- d. Leave may be utilized in increments of 1 to 8 hours at any one time.
- e. Three days' advance notice will be given so as to provide minimal disruptions.
- f. The Union officers will still be eligible for leave as provided for within other sections of this article (such as, but not limited to, Section 4.3 and Section 4.5). In such case, those hours needed would be deducted from the 416 total bank hours per fiscal year called for by this paragraph. The scheduling of such leave will not be unreasonably withheld by the immediate supervisor and will not be abused by the employee.

4.10 – Employee Deductions

- a. The Authority will deduct monthly from the wages of employees who have signed dues authorization cards for the Union and forward to the proper officers of the Union any monies which the Union advises may be due it from such employees, provided an employee has individually and voluntarily authorized such deductions to be made. The form of authorization will be approved by the Authority and the Union. It is understood that Union dues will be deducted after legally required deductions and/or insurance deductions have been taken.
- b. The Authority agrees not to honor any check off authorizations or dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization or organization representing employees for purposes of negotiation for wages, hours, working conditions, and other fringe benefits for its members unless otherwise authorized by the Local Government Employee Management Relations Board.

- c. The Union agrees to indemnify, defend and hold the Authority harmless against any and all claims or suits that may arise out of or by reason of action taken by the Authority in reliance upon any authorization cards submitted by the Union to the Authority. The Union agrees to refund to the Authority any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error or mistake. If there are insufficient wages from which to deduct dues, the Authority will report this to the Union but will not be held responsible for the collection of past dues.
- d. Dues deduction authorization will be irrevocable for a period of one year and automatically renewed each year thereafter commencing October 1, except that authorization may be withdrawn by an employee during the month of October of each year. If dues deduction authorization is not revoked during such period, it will continue until the following October. The above provision will appear on the membership application and dues deduction authorization card.
- e. The Union will certify to the Authority in writing the current rate of membership dues. The Union will notify the Authority of any change in the rate of membership dues 30 days prior to the effective date of such change.
- f. The Authority will not be required to honor any month's deduction on any authorization that is delivered to it later than 7 days prior to the beginning of the second pay period of the month.

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Article 5 TRANSFER OF FACILITY

5.1 – Transfer or Sale of Facility

- a. During the term of this Agreement, if the Authority voluntarily decides to sell or transfer all or a part of the Authority's facilities, the Authority will notify the Union 120 days in advance, unless a shorter period of time is required by the legislature, of the prospective transfer and discuss with the Union the ramifications to Authority employees represented by the Union of the prospective transfer.
- b. The Authority will also notify all prospective owners of the terms and conditions of this Agreement. In the event that the prospective purchaser or transferee intends to use the transferred or conveyed facility or part of any facility for similar uses as now exists, the Authority shall make as a condition of the transfer a requirement that the prospective owner be responsible for making adequate provisions to insure payment for accrued wages and all other accrued economic fringe benefits as of the date of transfer.

5.2 – Facilities

- a. If the Authority should transfer all or a part of any of its facilities, all individual employees will relocate to the Las Vegas Convention Center, or other applicable facility covered by this Agreement. The employer shall endeavor not to lay off any bargaining unit employees as a result of any such transfer.
- b. Each relocated employee will be integrated based on shift bids. For purposes of this Article, a shift bid is defined as days off and hours of work in each department. Shift bids shall be by each entire affected classification.
- c. Department, for purposes of this Article, combines any of the Authority's work locations. In considering requests for shift bid, seniority in the classification will govern.
- d. An employee's classification may be changed as a result of facility integration.

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Article 6

ACROSS-THE-BOARD INCREASES

6.1 – First Year of the Contract

Effective July 1, 2018 (the first day of the first pay period in July), all employees will receive a 2.2% across-the-board increase in base wage rates. Simultaneously, all grades and steps will be increased 2.2% to reflect the increase granted.

6.2 – Second Year of the Contract

Effective July 14, 2019 (the first day of the first pay period in July), all employees will receive a 2.8% across-the-board increase in base wage rates. Simultaneously, all grades and steps will be increased 2.8% to reflect the increase granted.

6.3 – Third Year of the Contract

Effective July 12, 2020 (the first day of the first pay period in July), all employees will receive a 2.8% across-the-board increase in base wage rates. Simultaneously, all grades and steps will be increased 2.8% to reflect the increase granted.

6.4 – Fourth Year of the Contract

The Authority and Union shall negotiate the amount of this increase prior to July 5, 2021.

6.5 – Fifth Year of the Contract

The Authority and Union shall negotiate the amount of this increase prior to July 5, 2022.

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Article 7

STEP PROGRESSION

7.1 – Steps

LVCVA's pay scale for step-and-grade employees has been established at approximately 4% between steps. Due to rounding in calculations, this amount may sometimes be slightly higher or lower.

7.2 – Eligibility for Step Advancement

An employee will be eligible for consideration for a step advancement upon:

- a. successful completion of one year of service to receive the first step increase and
- b. promotion to a higher grade.

7.3 – Effective Date

Step advancements will be effective on the first day of the first pay period following the employee's anniversary date of employment and annually thereafter until the maximum step is reached in that class.

7.4 – Denial of Step Advancement

- a. In the event a step advancement is not granted, the employee affected will be informed in writing by the rating supervisor of the specific reason(s) for denial.
- b. Within 7 days of such notification, the employee may request a review before a Review Committee (which consists of (1) a Vice President from a division other than the employee's, (2) the senior executive in Human Resources, (3) the Chief Steward, and (4) a steward or their designee by submitting a written request to the senior executive in Human Resources.
- c. The Review Committee will meet with the employee and hear the request for review within 2 weeks of receipt of the employee's request.
- d. The Review Committee will either uphold the determination of the step advancement denial or advance the employee one step retroactive to the first day of the first pay period following the employee's anniversary date.
- e. The decision of the Review Committee is final and binding on the parties to this Agreement.

7.5 – Performance Rating

- a. For the purpose of determining eligibility for step advancements, employee must receive an achieves standards or above rating on his/her last performance evaluation.
- b. Below standards performance will result in denial of step advancement.

7.6 – Creditable Service

The following will not be considered as breaks in creditable service necessary to qualify for step advancements:

- a. Authorized military leave, provided that the employee is reinstated within 30 days following honorable or general discharge from military service;
- b. Approved leave under the Family Medical Leave Act;
- c. Authorized leaves of absence without pay of 14 consecutive working days or less within any calendar year;
- d. Authorized leaves of absence with pay;
- e. Authorized Union leave.

7.7 – Step Advancement Delay

When a step advancement is delayed solely through administrative delay or clerical error, or is miscalculated in error, the proper advancement will be made effective retroactive to the date it was due.

7.8 – Step Advancement Retraction

When a step advancement is given in error, the erroneous increase in pay will be recovered from the employee's pay incrementally via the same number of pay periods that elapsed from the date the erroneous increase was posted to when it was discovered.

Article 8 HOURS OF WORK

8.1 – Pyramiding of Pay

Nothing contained in this article will be interpreted as requiring a duplication or a pyramiding of holiday, call back, standby, daily or weekly overtime payments involving the same hours of labor.

8.2 – Regular Shift

All bargaining unit employees will be assigned to a regular shift with defined starting and quitting times, days off, and primary work location.

8.3 – Temporary Transfers (Operational)

- a. Temporary transfers from primary work locations and shift changes within primary work locations may be made for periods of up to 3 months for operational reasons. If the temporary transfer will be more than 5 days in duration, the least senior employee will be transferred or have his/her shift changed, provided that the least senior employee possesses the required knowledge, skills, and ability as determined by the manager to satisfactorily perform all the functions of the position; however, no employee will be temporarily assigned more than once in a 12-month period, unless all other employees in the classification have been transferred.
- b. Exceptions and extensions to the above procedure may be made on a case-by-case basis as determined by the senior executive in Human Resources.

8.4 – Workweek

- a. The normal workweek will consist of 4 or 5 days in the week, Sunday through Saturday, beginning and ending at midnight on Saturday.
- b. Employees are required to work 8, 9, or 10 hours a day for a total of 80 hours bi-weekly.
- c. An employee will not be scheduled for 10 consecutive workdays without a break at the end of the 10th day unless there is an emergency and continued work is approved by the department head.
- d. Employees will be scheduled 2 or 3 consecutive rest days each workweek depending on their schedules.

8.5 – Workday

- a. The normal workday will consist of 8, 9, or 10 consecutive hours of work with an unpaid 1/2-hour meal period (exception Security personnel).

- b. Employees are not permitted to clock in more than 7 minutes before their normal starting times or to clock out later than 7 minutes after their normal quitting times without prior approval of their supervisors. Employees are not permitted to begin work until the actual start of their shifts.
- c. Employees are required to take a lunch or meal break. (Exception - Security personnel).
- d. Employees will receive two 15-minute rest breaks, which are considered time worked. Employees who work 10-hour shifts will receive three 15-minute rest breaks, which are considered time worked.
- e. The schedule of hours for employees will be determined by the department or division to which they are assigned.
- f. Employees will be informed two weeks in advance of his/her scheduled shift and hours of work; however, the Authority and the Union recognize that the needs of our customers may require shorter notice of changes in shifts or adjustments to work hours. The Authority may also give shorter notice of changes in shifts or adjustments to work hours based on unforeseen operational priorities or urgencies.

8.6 – Overtime

- a. Employees are expected to work overtime based on the needs of the Authority. Due consideration will be given to an employee's request to be excused from such work.
- b. Employees required to work beyond the 8, 9, or 10 consecutive hours that are normally scheduled in a workday or beyond 40 hours that are normally scheduled in a workweek will be compensated overtime pay for each such hour worked at a rate of 1-1/2 times the employee's base hourly wage. Overtime pay will be added to the payroll for the period during which work is performed.
- c. Overtime pay will be made in only 1 of 2 categories: (1) compensatory time off ("comp time") or (2) overtime payment. The employee must by his/her own choosing, indicate how payment is to be made.
- d. Customer-paid special event work is offered to Customer Safety personnel on a voluntary basis. Any overtime accrued as a result of Customer Safety personnel voluntarily working a special event will only be paid as overtime payment.
- e. All overtime must be approved and/or authorized in advance by the respective department head or designee.
- f. Overtime work within a classification must first be offered to employees who are regularly assigned such a job and distributed equitably among them, providing they have the ability to perform the available work without training.
- g. Scheduling of overtime shall be filled on a rotating seniority basis per shift, although in cases of unforeseen overtime, management may utilize employees already on

shift. The Authority shall maintain and post an overtime seniority list for each department per shift updated each pay period, unless unchanged from the prior pay period. The overtime seniority list shall include the names of employees in each classification in descending classification seniority order and shall include a notation, per pay period, of those employees who either accepted or declined the overtime work.

8.7 – Comp Time

- a. Comp time may be accumulated to a maximum of 100 hours. Any comp time accumulated and not used as of June 30 of each fiscal year will automatically be paid to the employee.
- b. All requests to use comp time must be submitted in accordance with the current PTO approval process.
- c. For the purpose of calculating overtime, comp time does not count towards overtime.

8.8 – Call In/Call Back

- a. When required, the department head or designee may call back to duty one or more employees. Call back pay is defined as compensation earned for returning to his/her work site for duty after the employee has completed his/her shift, departed from the work site, and is off duty for a period of time and is requested to return to his/her work site with less than 12 hours' notice. When an employee is called back, the employee will receive overtime pay for all hours worked on call back or will be compensated for a minimum of 2 hours at time and one-half hours pay, whichever is greater. Call back pay will only be paid for hours worked outside an employee's shift. An employee's regularly scheduled shift will not be changed to accommodate a call back.
- b. In the event the call-in extends into his/her scheduled shift, he/she will receive 1-1/2 times only until the expiration of the 2-hour call-in guarantee.
- c. After the expiration of the 2-hour guarantee, he/she will be paid straight time until the end of his/her regularly scheduled shift.

8.9 – Phone Contact

- a. When an off-duty employee is called for consultation via the telephone or any method and the employee assists the Authority when they are on the phone, each call is considered time worked and is paid minute for minute.
- b. Minutes will be totaled per pay period and, if necessary, rounded up or down to the nearest quarter hour.

8.10 – Standby

- a. Due to staff limitations, it may be necessary for a department head or designee to issue written assignments to employees to be on standby to handle overtime work which may arise during other than normal working hours.
- b. Standby is defined as time in which an employee is required by the department head or designee to be available by telephone or required to carry a radio or cellular phone and be within one hour response capability so that he/she may immediately respond to any calls received.
- c. In the event the employee cannot be contacted, standby pay will not apply.
- d. An employee will be compensated for standby time at the rate of 1/4-hour pay at his/her regular hourly rate for each 1 hour period of standby time.
- e. Employees on standby called to perform work will be compensated for actual hours worked and are not eligible for call-back pay.
- f. Standby pay will be added to the payroll for the period during which work is performed.
- g. Overtime and standby pay will not be paid more than once for the same hours worked. For purposes of this article, accumulated standby time will not qualify for holiday premium or overtime pay.

8.11 – Shift Differential

- a. A shift differential of \$1.00 per hour will be paid to employees who work swing and grave shifts. Shift differential is paid when a shift begins within the hours listed for swing and grave.
- b. A shift is defined as:
 - (1) Day: commencing 4 a.m. to 11:59 a.m.;
 - (2) Swing: commencing 12 p.m. to 7:59 p.m.;
 - (3) Grave: commencing 8 p.m. to 3:59 a.m.
- c. If management requests an employee to work outside the employee's bidded shift, the employee will still receive the shift differential he/she is entitled to based on his/her bidded shift.

8.12 – Acting Pay

- a. The decision to appoint an acting supervisor will be based on business needs as determined by management.
- b. Acting pay shall be paid when an employee is expressly designated to temporarily fill a vacant supervisory position.
- c. Acting pay shall be paid when an employee is expressly assigned to work in a supervisory capacity in the absence of the regularly assigned supervisor.
- d. Acting pay is the amount equal to a 6% salary increase.

- e. Acting pay will be paid for mandatory cross-training as designated by the supervisor. For the purpose of this section, mandatory cross-training does not include assisting in other classifications due to staffing shortages.
- f. The Authority will not attempt to circumvent this article by purposely working employees in such a manner that does not entitle them to acting pay.
- g. The Authority shall determine who is qualified to serve as acting supervisor in a given department. If an acting supervisor is designated, the Authority will post the name of the designated acting supervisor.

8.13 – Premium Pay for Certain Security Personnel

- a. The Authority will pay those Security Officers/Supervisors an additional \$0.50 per hour for time spent performing Field Training Officer (FTO), Certified Firearms Instructors, or Bicycle IPMBA Instructor duties.
- b. The Authority will pay Security Officers/Supervisors who serve as Authority Emergency Medical Technicians (EMTs) an additional \$0.50 per hour.

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Article 9

FILLING OF VACANCIES

9.1 – Exclusive Right of Selection

The Union acknowledges that the Authority has the exclusive right of selection, which is not grievable in accordance with NRS 288.150, paragraph 3.

9.2 – Three-Step Process

The Authority will use a three-step process in filling vacancies: (1) shift bids (employees within the same classification, regardless of location), (2) lateral transfer or promotion, and (3) new hire.

9.3 - Shift Bid

- a. Shift bid is defined as days off, hours of work, and primary work location (i.e., Cashman or Convention Center).
- b. When management determines a vacancy in a bargaining unit position occurs that must be filled, a shift bid will be posted. A bid will be posted in the affected department for a period of 7 calendar days. All employees in the posted classification may submit their interest for the posted shift. Once the bid is closed, management will select the senior employee in the posted classification who meets all criteria for the position.
- c. In considering requests for shift bid, seniority in the classification will govern, unless the senior employee does not meet one or more of the following criteria:
 1. An overall "achieves" or above rating on his/her last evaluation;
 2. Possession of the particular skill(s) of the position, if any, that the Authority has established through policy;
 3. Has not been suspended or demoted within the last 12 months.
 4. Employees will not be granted more than one shift bid within a 90-day period which is the result of filling the original vacancy.
- d. The foregoing criteria (1. through 4.) may be waived by the senior executive in Human Resources.

9.4 – Lateral Transfer or Promotion

- a. After shift bid considerations, the vacancy will be posted for a period of 7 calendar days, unless rescinded, for lateral transfer or promotional opportunity for qualified in-house employees. A copy of the posting will be sent electronically to the Union.
- b. If the vacancy is a hard-to-fill position, the vacancy may be announced as open to the general public during the same time posted for in-house applicants.

- c. All postings will be in areas which are readily available to all employees. The posting will include the minimum job requirements of the opening.
- d. The Human Resources department will screen all requests for transfer/promotion and conduct written or skills tests, if any, based upon the minimum requirements as stated on the job description.
- e. The hiring authority, in consultation with human resources, will make the hiring decision.
- f. Employees with live suspensions are not eligible for lateral transfers and/or promotions.

9.5 – New Hire

If a vacancy is not filled by shift bid, lateral transfer, or promotion, the Authority will fill the position by new hire.

9.6 – Initial Appointment

- a. Initial appointment to positions will be made at the entrance rate for the class, except as approved by the President or designee.
- b. All new hires, not to include supervisory positions, will be subject to an introductory period of 6 months.
- c. All supervisory positions will be subject to an introductory period of one year.

9.7 – Promotions/Transfers

- a. When an employee is promoted, he/she at a minimum will be entitled to a 4% salary increase or entry level of the higher grade, whichever is greater.
- b. A promoted or transferred employee will serve a qualifying period not to exceed 6 months. At the conclusion of the qualifying period, the employee will be given a performance evaluation. Based on the evaluation, the employee will either be accepted or rejected for the position. If rejected, every effort will be made to place the employee in his/her previous classification, or another Authority position for which he/she qualifies. If such placement is not possible and termination of his/her employment is recommended, the employee will be given at least 3 weeks' notice of his/her termination. The employee retains the rights of appeal under the terms of Article 20.13 of this Agreement.
- c. A promoted employee will have the right within the first 15 shifts worked in the new position to elect, in writing, to return to his/her previous position without loss of seniority rights or benefits.
- d. Employees promoted to supervisory positions will have the right at any time within the first 30 shifts worked in the new position to elect, in writing, to return to his/her previous position without loss of seniority rights or benefits.

9.8 – Temporary Transfers (Vacant Positions)

- a. In the case of a critical vacancy as determined by management, temporary transfers and shift changes may be made for periods of up to 3 months. In such event, the least senior employee will be transferred or have his/her shift changed, provided that the least senior employee possesses the required knowledge, skills, and ability as determined by the manager to satisfactorily perform all the functions of the position; however, no employee will be temporarily assigned more than once in a 12-month period, unless all other employees in the classification have been transferred.
- b. Exceptions and extensions to the above procedure may be made on a case-by-case basis as determined by the senior executive in Human Resources.
- c. If a vacancy occurs due to lateral transfer, promotion, demotion, termination, retirement, or death, the vacancy shall be filled in accordance with Section 9.2 of this article.

9.9 – Demotions

When an employee is demoted for disciplinary reasons, s/he will be placed in a classification with a grade and step most compatible with the employee's previous grade and step with at least a 4% decrease in salary. An employee who is demoted must possess the necessary skills, licenses or certifications (if applicable) to perform the demoted position.

9.10 – Job Descriptions

All job descriptions for the employees assigned to classifications listed in Appendix A are incorporated by reference and attached hereto as Exhibit C. If the Authority determines that a change is needed to any job description attached within Exhibit C, the Authority will furnish to the Union a copy of the modified job description.

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Article 10 HOLIDAYS

10.1 – Paid Holidays

a. Paid holidays will be observed each year as established below:

1.	New Year's Day*	January 1
2.	Martin Luther King Day	Third Monday in January
3.	President's Day	Third Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day*	July 4
6.	Labor Day	First Monday in September
7.	Nevada Day	Last Friday in October
8.	Veterans Day*	November 11
9.	Thanksgiving Day	Fourth Thursday in November
10.	Family Day	Day following Thanksgiving Day
11.	Christmas Day*	December 25
12.	Birthday Holiday	As scheduled

b. In addition to the above holidays, any day that may be designated as a national legal holiday by the President of the United States, or a legal holiday by the Governor of the State of Nevada.

10.2 – Holiday Pay

a. An employee who is not scheduled to work on a recognized holiday will be paid an amount equal to 8 hours at his/her base straight-time hourly rate.

b. To be eligible for holiday pay, an employee must be on paid status on the holiday.

10.3 – Holiday Premium Pay

For all hours worked by an employee on any of the holidays specified above, holiday premium will be paid at the rate of 2-1/2 times the rate of pay for the classification as designated.

10.4 – Work Schedule

a. For employees scheduled to work Monday through Friday, holidays will be observed on the dates specified in this section, except when a holiday marked with an asterisk (*) falls on a Saturday or Sunday. If a marked holiday falls on a Saturday, it will be observed the preceding Friday; if it falls on a Sunday, it will be observed the following Monday.

b. For employees working a schedule other than Monday through Friday, holidays will be observed on the dates specified in this section; or if the holiday falls on an employee's regularly scheduled day off, at the employee's request, his/her days off may be changed in order to afford him/her 3 consecutive days off, one of

which will be that holiday which falls on the employee's scheduled day off. Such change will be scheduled by supervision with due consideration given to staffing requirements and will be within the same workweek.

- c. If an employee is scheduled to work on a holiday and calls off (i.e. unable to come to work), s/he will be paid 8 hours straight-time holiday pay for the day and will accrue a no-notice attendance point.
- d. The holiday work schedule shall be filled on a rotating basis by seniority, and employees who are scheduled to work on any holiday shall be notified at least 30 days prior to the holiday they are scheduled to work. The Authority acknowledges the importance of its role in maintaining this holiday work schedule after notification to the employee has been made, and the Union acknowledges that circumstances outside of the control of the Authority occur, such as an event cancellation, room changes, expansion/contraction of the event, which would cause this holiday work schedule to be altered. The parties mutually agree that should these instances occur, the affected employee will be placed back in the holiday work schedule rotation as if he/she had not been contacted or scheduled to work the holiday.

10.5 – Birthday Holiday

The birthday holiday will be taken off in the pay period earned or no later than 60 calendar days following the employee's birthday. If an employee is out on paid status for longer than 60 days from his/her birthday, he/she will be paid for the holiday. Birthday holiday is included in overtime calculation.

10.6 – Holiday During PTO

If a designated holiday is observed during an employee's PTO leave, the employee will be paid 8 hours straight-time holiday pay for the day.

Article 11 PERSONAL TIME OFF

11.1 – Accrual

- a. PTO will accrue bi-weekly based on the service date or adjusted service date of the employee in an amount equal to:
 1. 8 hours per pay period through the 10th year of service;
 2. 10 hours per pay period after 10 years of continuous service.
- b. There will be no cap on the maximum accumulation of PTO; however, upon separation from the Authority, payout will be according to the schedule shown in Section 11.6.

11.2 – Introductory Period

Employees will accrue, but will not be allowed to take PTO until he/she has satisfactorily completed 2 months of introductory period. Employees not completing their introductory period will forfeit accrued PTO.

11.3 – Reporting Requirements

- a. PTO may be used by employees and no reason or justification for use is required; however, supervisor approval is still necessary.
- b. An employee will be subject to progressive disciplinary action for abusive use of PTO. "Abusive" means that he/she has incurred in excess of 12 occurrences of unscheduled PTO in the preceding 12-month period. An "occurrence" is any use of PTO that was not submitted and approved by the supervisor prior to the use of PTO.

11.4 – PTO Submittal

Employee requests will be met whenever possible. Where conflicts between employee requests occur, order of submittal will govern. Once a PTO is approved, there will be no bumping by a senior employee.

11.5 – Sell/Buy Back

- a. Employees are encouraged to use their PTO accrual throughout the year. No later than November 1 of each calendar year, any employee who has a PTO balance at the time of election of at least 500 hours may irrevocably elect to cash-out PTO hours which will be accrued in the next calendar year up to a maximum of 100 hours. Said election must be made in writing, submitted to Human Resources, and specify the eligible PTO hours the employee elects to cash-out. This election is irrevocable and will not carryover from year to year. No PTO which has been previously accrued will be eligible for a cash-out. Any cash-out payments will be made in the last pay period of November of the payroll year following receipt of the irrevocable election and shall be calculated at 100% of the employee's current straight hourly rate of pay.

- b. No previous payouts of PTO will be subject to reversal or reconsideration.

11.6 – Separation of Employment

- a. Upon resignation, release, termination, or other separation action, PTO accrual balances will be paid at the separating employee's current straight hourly rate of pay in accordance with the following policy:
 - 1. Employees with less than 3 years of service who leave the Authority are entitled to payment for unused PTO at the rate of 60% of the balance.
 - 2. Employees with more than 3 years of service who leave the Authority are entitled to payment of a maximum of 100% of the first 300 hours. Any remaining balance above 300 hours will be paid at the rate of 50% of the balance for up to 10 years of service.
 - 3. An employee's PTO separation payoff will increase above 50% at the rate of 1-1/2% for each additional year of consecutive service above 10 to 20 years of service, above 65% at the rate of 3-1/2% for each additional year of consecutive service above 20 up to a maximum of 100% for 30 years of service.
- b. Upon the death of the employee, any accumulated PTO earned through the last day worked will be paid in accordance with the above formula and any applicable NRS regulations.

11.7 – Advanced PTO

Upon approval by the senior executive in Human Resources, an employee may be advanced up to 40 hours of PTO; however, an employee who has taken advanced PTO beyond that accumulated at the time of termination will make restitution for such leave, either by deduction from any amount owed by the Authority or by cash refund.

11.8 – Sick Bank Hours

Employees with current sick bank hours can use these hours only in the event their PTO bank has been exhausted and only in the case of an FMLA occurrence. Sick bank hours cannot be used in the annual PTO buy-back program and will not be paid upon separation regardless of years of service.

Article 12 MISCELLANEOUS LEAVE

Purpose

To ensure Authority employees are provided time away from work when possible to handle personal matters or as dictated by law.

Policy

All employees, regardless of position or status, are eligible for medical, military and other leaves of absence in accordance with federal and state laws and the SEIU Collective Bargaining Agreement. Employees are also afforded leaves that are not required by state or federal law.

Employees are required to take available Paid Time Off (PTO) before or concurrent with taking a leave of absence in most instances.

Employees do not continue to accrue PTO hours during any unpaid portion of a leave of absence.

A leave of absence, whether for consecutive working days or on an intermittent basis, must be for a specified period of time with an expected return to work date. An employee whose expected return to work date is extended by a health care provider must promptly notify Human Resources and supply updated documentation from health care provider.

If an employee accepts or engages in other employment while on a medical leave of absence, and such employment conflicts with the employee's stated reason for leave of absence/work restrictions, the employee may be subject to disciplinary action up to and including termination.

When an employee is unable to perform the essential functions of his or her job safely and effectively, Human Resources will engage with the employee to determine if leave is necessary. If it is determined a leave would be an appropriate course of action, the applicable leave process would be initiated.

Some leaves such as FML do not require an employee to specifically ask for a leave to be eligible for such leave. If an employee provides information, intentionally or unintentionally, that demonstrates he or she may be eligible, it is the responsibility of department management to either contact Human Resources for determination or to send the employee to Human Resources for assistance. Timeliness and follow through are imperative, as certain cases, such as FML or ADA, require specified action from the employer under the law.

While on a leave of absence, employees are prohibited from performing any work for the Authority unless otherwise approved by the Chief Human Resources Officer. Work would include duties such as e-mail, phone meetings, approvals, etc.

Employees must present a physician's release when returning from any type of medical leave or time away from work for serious medical reasons as requested by management before returning to work.

Employees unable to perform the essential functions of their job due to a work injury covered by workers' compensation will be placed on light duty when practicable. Employees unable to perform the essential functions of their job for reasons other than a work injury, please contact Human Resources for assistance.

Benefits will not accrue during unpaid leave unless in conjunction with benefits granted under FML and Workers' Compensation. Any employee who is on Employee Leave status more than 30 consecutive days will be responsible as of the 31st day (28 for employees covered by the CBA) for reimbursing the Authority for the employee's insurance premium, the total long-term disability insurance premium, and the total dependent coverage insurance premium (if applicable) from that day forward.

Authority Leaves of Absence

- Family and Medical Leave
- Workers' Compensation Leave
- Americans with Disabilities Act (ADA)
- Military Leave
- Employee Leaves Bereavement Leave
- Nevada Pregnant Workers' Fairness Act
- Jury Duty Leave

12.1 - Family and Medical Leave

The Family and Medical Leave Act (FMLA) allows qualified employees to take up to 12 weeks of unpaid job protected leave either on a continuous, reduced schedule or intermittent (small amounts of time but no less than 15 minutes) basis.

All employees who have worked for the Authority for at least one year (total accumulated employment) and have worked a minimum of 1,250 hours in the 12-month proceeding the leave request are eligible for Family and Medical Leave (FML).

Leave eligibility under the FMLA is calculated on a "rolling" 12-month period measured forward from the date of any prior FMLA leave taken by an employee.

Qualifying reasons for FML include:

- Employee's own serious health condition.
- To care for an immediate family member (spouse, including same sex spouses/domestic partners, child, parent or in loco parentis relationship) with a serious health condition.
- For the birth and care of a new-born child of the employee within one year of birth.
- Placement of a child with an employee for adoption or foster care.
- To care for an injured or ill service member (up to 26 weeks allowed).

- For a covered family member's active duty or call to active duty in the U.S. armed forces.

Leave for the birth and care of a newborn or adopted child may be taken on an intermittent or reduced schedule basis with the approval of the Chief Human Resources Officer.

FML can be taken on a continuous or intermittent basis totaling 12 weeks per 12-month period.

This may take the form of a reduced weekly work schedule or time off during normally scheduled work hours for medical appointments, treatment or a certified medical incapacity.

An employee taking intermittent leave for planned treatment that interferes with the Authority's business operation may be temporarily transferred to a position with equivalent pay, hours, benefits and conditions for the duration of the leave.

If the need for a leave of absence is foreseeable, employees must provide 30 days' prior written notice. If 30 days is not possible, employees must provide notice as soon as it is practical.

Failure to provide notice may be grounds for delay of approval of the leave.

Exempt employees who take a partial day off due to intermittent leave and who do not have PTO available to cover the hours missed will have their salary reduced (docked) by the number of hours missed.

When both spouses are employed at the Authority, they are entitled to a combined total of 12 weeks of FML for:

1. The birth, adoption or foster care placement and in order to care for such child; or
2. To care for a parent with a serious health condition.

Each individual spouse is entitled to 12 weeks leave due to his or her own serious health condition or to care for the serious health condition of his or her child or spouse without counting the leave time taken by the other spouse.

During FML, health benefits for which the employee and his or her family are enrolled are maintained.

Employees who request FML for a qualifying reason involving a serious health issue are required to furnish medical certification. Certification forms are available through Human Resources. The process is as follows:

- If an employee is experiencing absenteeism due to medical reasons or if the employee informs management of a health issue involving the employee or an immediate family member, the employee is to be sent to Human Resources as soon as possible for assistance.
- If the employee meets the eligibility requirements, the employee will work with Human Resources to begin the leave process.
- As required for certain types of leave, the employee must provide a release to Human Resources to initiate the return to work process. Human Resources will continue to work with the employee to determine whether he or she will be able to return to work based on whether the employee can perform the essential functions of his or her job. Under no circumstances should an employee be permitted to return to work until Human Resources has received the required release and confirmed with the Department that the employee may return to work. The release should be submitted to Human Resources a few days before the employee is due back to work to ensure no lost work time for the employee.

12.2 - Workers' Compensation Leave

All employees will be covered by the provisions of the Nevada Industrial Insurance Act (Chapter 616 of the NRS) and the Nevada Occupational Disease Act (Chapter 617 of the NRS) that provide for payment of industrial accident benefits and compensation for partial and temporary total disability (TTD) arising from industrial injuries and occupational diseases.

Please contact Human Resources for questions or assistance.

12.3 - Americans With Disabilities Act (ADA)

An employee who may be a qualified individual with a disability as defined by the ADA may request or be granted an accommodation of a leave of absence. This leave can be in the form of continuous or intermittent time away from work.

Employees who may be in need of leave from work should meet with Human Resources to discuss the issue and determine what action, if any, is needed. The accommodation process is interactive and it may take multiple communications between the Authority and the requesting individual and/or the employee's healthcare provider before a reasonable accommodation may be reached. Employees are expected to fully cooperate in the accommodation process, including making every effort to provide management with current medical information.

To certify the disability, the Authority may ask for documentation from the employee in order to assess leave requests submitted. The Authority may only communicate directly with an

employee's medical provider if he or she signs a Health Insurance Portability and Accountability Act ("HIPPA") release of medical information form or to seek clarification, completion or authentication of previously received medical documents.

Any existing PTO will be taken concurrently with ADA leave.

Any employee who is on ADA leave for more than 30 (28 for employees covered by the CBA) consecutive days will be responsible as of the 31st day for reimbursing the Authority for the employee's insurance premium, the total long-term disability insurance premium, and the total dependent coverage insurance premium (if applicable) from that day forward.

12.4 - Military Leave

Military leave will be granted in accordance with applicable state and federal laws. An employee who is inducted into or enlists in the Armed Forces of the United States or who performs active or inactive duty with the Armed Forces while a member of a reserve component will be granted a military leave of absence. An employee whose period of active service exceeds 15 working days will not receive his/her salary during the military leave.

A reservist employee who is granted a military leave of absence, not exceeding 15 working days in any calendar year to perform active duty for training, will receive his/her base salary. Such military leave will be granted in addition to the employee's PTO.

Copies of military orders must be submitted to the supervisor and to payroll. Orders must be maintained by the supervisor according to the records management schedule. Military leave is paid as straight time and will not be counted as time worked for the purpose of computing overtime. During any week in which Military leave is exercised, the reservist employee shall not be required to work more than forty (40) hours, inclusive of hours devoted to military leave.

12.5 - Employee Leaves

There are two types of Employee Leave; Employee Medical Leave and Unpaid Time Off Leave. Employee Medical Leave and Unpaid Time Off Leave can be used for:

- Assisting employees with personal emergencies, that are not covered by other types of leave, or special requests
- Supplementing other types of leaves as needed
- Employees own illness or injury if the employee is not eligible for FML because he or she has not satisfied the initial eligibility requirements or has already exhausted the leave

12.6 - Employee Medical Leave

An employee medical leave may be granted for employees who have not satisfied the requirements for FML or ADA or have already exhausted the leave. One medical leave is allowed per rolling year.

Employee medical leave can either be triggered on the fourth shift away from work and is retroactive back to the first date of absence, in the instance of not being eligible for various other leaves, or could be applied immediately when a previous leave has been completed. A medical leave can be up to a maximum of 120 days (four consecutive months) in any 12-month rolling-year period. Subsequently, the employee must be placed on long-term disability, PERS disability, PERS retirement or separated from employment with the Authority.

Employee medical leave is unpaid and any accrued PTO or comp time is to be taken concurrently. Employees who are eligible for FML are not eligible to take employee medical leave as a substitute leave to cover a medical condition that would otherwise qualify for FML.

12.7 - Employee Unpaid Time Off Leave

Employees who have exhausted their paid time off (PTO), or comp time, may ask their supervisor for up to five consecutive shifts off without pay.

If an employee is in need of taking off six or more shifts, he or she would be eligible for an employee unpaid time off leave. All requested unpaid time off leaves must be approved by the Senior Human Resources Executive.

PTO will not accrue during any unpaid leave of absence. All insurance premiums, if the employee wishes to continue coverage and is eligible, will be his or her responsibility pursuant to plan requirements.

12.8 – Bereavement Leave

Employees requesting bereavement leave to attend a funeral for designated family members will be granted a maximum of four days of leave (four consecutive calendar days for bargaining employee, four consecutive workdays for professional employee). Should any paid holiday as set forth in Article 10 of the SEIU Collective Bargaining Agreement intervene during the aforementioned four-day Bereavement leave period, it shall still be deemed "consecutive" for purposes of this policy.

Bereavement leave must be taken in full-shift increments and used within 60 days of the death of the family member, unless waived by the Chief Human Resources Officer.

Employee must be considered in paid status on all four days of the requested leave in order to be compensated for bereavement leave.

Designated family members include:

- Spouse or domestic partner registered with the state of Nevada.
- Children, stepchildren and grandchildren.
- Brothers/sisters, half-brother, half-sister, and stepbrother/stepsister.
- Parent, stepparent, grandparent and step grandparent.
- In-laws: father, mother, brother, sister, daughter, son (this does not include ex-relatives, such as an ex-spouse or ex-in-laws).

Bereavement shall only be granted once per deceased individual, but if another situation occurs relating to the same individual, the employee may be allowed to use PTO.

When submitting a leave request, employees must include relationship to the deceased in the "comments" field of the leave request. Proof (e.g., obituary, newspaper clipping, funeral/ memorial attendance program, etc.) of relationship must be provided to Human Resources and maintained in Human Resources according to the records management schedule. Bereavement leave is paid at the rate of straight time and will not be counted as time worked for the purpose of computing overtime.

12.9 - Nevada Pregnant Worker's Fairness Act

The law prohibits discrimination based on pregnancy.

Once management is made aware of a pregnancy within their department, he or she is to contact Human Resources for assistance.

Employees who may need a leave as an accommodation for a pregnancy related condition must meet with Human Resources to discuss the need for leave and available options.

12.10 - Jury Duty Leave

Employees who are required to appear for jury duty or subpoenaed to appear as a witness in a court proceeding on scheduled workdays shall be paid their regular wages by the LVCVA. The above provisions do not apply to employees who appear as defendants in criminal proceedings in a matter not related to the LVCVA or to employees called or appearing as a party in civil proceedings unrelated to LVCVA business. Employees are not required to work within eight hours before the time they are required to appear for jury duty.

Employees assigned to shifts other than the day shift will, throughout the duration of their jury duty, be rescheduled to the day shift for the days they serve on the jury. No overtime or shift differential will be paid for jury duty.

Employees are not required to work if jury duty lasts four hours or more on the day of jury duty, including travel time to and from the courthouse. Those employees called as witnesses will report back to work when excused by the court.

Jury duty leave is straight-time pay and will not be counted as time worked for the purpose of computing overtime.

Article 13 LONGEVITY BONUS PROGRAM

13.1 – Eligibility

Bargaining unit employees hired on or before June 30, 2018 will receive longevity bonuses upon completion of 8 full years of creditable service.

Bargaining unit employees hired on or after July 1, 2018 are not eligible for longevity bonuses.

Bargaining unit employees hired on or after July 1, 2018, who are hired in at the Step 0 rate of pay, who progress through the Steps to the Step 8 rate of pay in no less than 8 years of service, and are therefore eligible for the Step 9 rate of pay, shall skip the Step 9 rate of pay and advance directly to the Step 10 rate of pay pursuant to the salary ranges attached as Appendix B, pursuant to Article 7 "Step Progression," 7.3 "Effective Date," provided all other Article 7 step progression requirements are met. Employees are entitled to advance in this manner one time only in their career pursuant to the provisions of this Article.

13.2 – Payment

- a. Longevity bonus will be paid annually, in a lump sum amount, on the first working day of the month in which it is due.
- b. Longevity bonus payments will be prorated, as adjusted, for employees terminated for any reason.
- c. Longevity bonus rates for eligible employees hired prior to July 1, 2018 will be paid at the rate of .59 of 1% of the base salary per year for each year of creditable service.

13.3 – Creditable Service for Longevity Bonus Computation

Creditable service includes:

- a. Employment with the Authority in paid status within the bargaining unit.
- b. Any period in which an employee is called into the active military service of the United States Armed Forces involuntarily.
- c. Any period of an approved FMLA, Workers' Compensation, or ADA leave (ADA leave not to exceed 3 months).

13.4 – Rehired Employees

An employee's creditable service will terminate when the employee terminates employment for any reason, except in the situation where an employee is rehired within six (6) months after the effective date of termination, in which case the employee's previous creditable service shall be restored in its entirety.

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Article 14 GROUP INSURANCE

14.1 – Coverage

Medical, dental, vision, and prescription coverage is provided via inter-local agreement with Clark County and HPN.

14.2 – Eligibility

- a. To be eligible for the medical, dental, vision and life insurance plans, employees must meet the necessary qualifying periods associated with the insurance plans.
- b. Any employee who is on an authorized non-FMLA LWOP status for more than 28 consecutive calendar days and subsequently remains on LWOP status will be responsible on the first day of the month following the 28-day period for reimbursing the Authority for all subsequent medical, life, and long-term disability insurance premiums paid on the employee's behalf, including coverage for eligible dependents.
- c. Failure of the employee to pay the amount(s) owed will result in cancellation of coverage(s) retroactive to the end of the last premium period paid. Premiums will be paid in whole-month increments and will not be prorated.

14.3 – Payment of Premium Cost

- a. The Authority will pay 100% of the premium cost of the health, vision, and dental insurance for employees and their dependents.
- b. If the Authority's health insurance premiums increase by 7.5% percent or more in any year of this agreement, the Authority and the Union will reopen this article for negotiation of an employee contribution for dependent health insurance.

14.4 – Basic Life Insurance

The Authority will pay 100% of the premium cost of a group basic life insurance policy, providing to each employee an amount of coverage no less than \$15,000.

14.5 – Long-Term Disability Insurance

The Authority will provide long-term disability (LTD) insurance for employees. Employees must meet the qualifying requirements associated with the plan.

14.6 – Excess Premiums

- a. Should the Authority be unable to recover any excess premiums paid to an insurance carrier due to an employee's failure to notify the Authority of eligibility changes, the employee will be responsible for reimbursing the Authority for the excess amount.
- b. The employee is also subject to progressive disciplinary action.

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Article 15

EDUCATIONAL ASSISTANCE

15.1 – Funds

Educational assistance will only be authorized if funds are available.

15.2 – Courses of Study

Educational assistance will be provided only for courses of study which are directly related to the employee's present job or which will enhance the employee's potential for advancement to a position within the Authority which he/she has a reasonable expectation of achieving. The courses or programs must be offered by accredited institutions of learning. The maximum tuition reimbursement will be determined by the lesser of the actual tuition cost at the undergraduate or graduate rate, as applicable, or the current University of Nevada Las Vegas undergraduate or graduate rate. In no case will the Authority provide educational assistance beyond the master's degree level.

15.3 – Requirements

Other requirements for educational assistance include the following:

- a. only non-introductory employees are eligible;
- b. the employee must have completed one year of service;

15.4 – Requests

In order to guarantee reimbursement of education costs, requests for educational assistance must be approved prior to enrollment. Written requests will be submitted to the senior executive in Human Resources through the employee's section, department head, and senior vice president. The senior vice president will recommend either approval or disapproval of the request. The final decision will be made by the senior executive in Human Resources.

15.5 – Factors

In determining whether to approve a request for educational assistance, the section head, department head, senior vice president, and senior executive in Human Resources are directed to consider the following factors:

- a. the nature and purpose of the course of study;
- b. the benefits to be derived by the employee and the Authority;
- c. the level of responsibility and length of service of the employee; and
- d. the estimated cost.

15.6 – Reimbursable Costs

The amount of educational assistance paid by the Authority will be based upon the grade received for the course, as follows:

- a. For a grade of "A", 100% of reimbursable costs;
- b. For a grade of "B", 75% of reimbursable costs;
- c. For a grade of "C", 50% of reimbursable costs;
- d. For a successfully completed certificate course, or a "pass" on a pass/fail standard, 50% of reimbursable costs.

15.7 – Class Attendance

Class attendance and completion of study assignments will be accomplished outside of the employee's regular working hours. It is expected that educational activities will not interfere with the employee's work, and unsatisfactory job performance during enrollment may result in rejection of subsequent requests.

15.8 – Termination Prior to Completion

An employee who is terminated during enrollment due to a layoff or who is unable to complete the course due to a temporary reassignment within the Authority will be reimbursed for the full amount of the costs incurred. An employee who voluntarily leaves the Authority or is terminated prior to completing a course will not be reimbursed for the expenses associated with the course.

15.9 – Completion of Course

Upon completion of the course, the employee will submit to the senior executive in Human Resources a certified transcript of grades received and receipts for expenses incurred. The Authority will then reimburse the employee the applicable percentage of the cost of tuition, textbooks, registration, and laboratory and library fees.

15.10 – Repayment

If the employee voluntarily terminates employment with the Authority within 6 months of completion of the course, the employee must repay the full amount reimbursed by the Authority for educational assistance. If the employee voluntarily terminates employment with the Authority between 6 months and one year after completing the course, one half of the amount reimbursed will be repaid by the employee.

15.11 – Records

Records will be maintained by Human Resources of all educational programs completed by each employee.

15.12 – Training

Training, other than educational assistance, required by the Authority in new work procedures or technology will be made available to all employees who are in the same classification and department. While staffing requirements may restrict the number of employees trained at any one time, the Authority will make sufficient plans to offer the training to all interested employees within the work area affected. It is recognized that the Skilled Craftsman, Service Worker, and certain other classifications contain distinct disciplines that will determine required training.

15.13 – Job-Related Program

The Authority will bear the full cost of tuition and grant time off with full pay and benefits to any employee enrolled in any job-related program (i.e., educational, certification) that the employee is required to attend which is only available during the employee's normal work hours.

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Article 16

RETIREMENT CONTRIBUTION

16.1 – Employer-Pay Contribution Plan

The Authority will pay the employee's portion of the retirement contribution under the employer-pay contribution plan in the manner provided for by Chapter 286 of Nevada Revised Statutes.

16.2 –Increases And Decreases

- a. Any future increase in the percentage rate of the retirement contribution above the rate set forth in NRS 286.421 will be borne equally by the Authority and employee and will be paid in the manner provided by NRS 286.421.
- b. Any decrease of the retirement contribution will be shared equally by the Authority and the employee.

16.3 – Retirement Contribution

The term retirement contribution does not include any payment for the purchase of previous credit service on behalf of any employee.

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Article 17 HEALTH AND SAFETY

17.1 – Health and Safety Committee

- a. The Authority will establish and maintain Safety Committee(s) as required by NRS 618.383 and NAC 618.540. The Safety Committee(s) shall include employee representatives from a cross section of classifications throughout the Authority as selected by the employees.
- b. The Committee will submit in writing any consensus recommendations directed at enhancing the mutual goal of the Union and the Authority, to promote a safe work environment. Such recommendation will be forwarded to the department director and safety manager, who will respond in writing to the Committee within 14 working days of the Authority's disposition of the recommendations of the Committee.

17.2 – Laws

The Authority and its employees agree to comply with all local, state, and federal health and safety laws, regulations, and guidelines.

17.3 – Authority-Required Uniforms and Tools

Authority-required uniforms and tools will be provided at no cost to employees, except for firearms for Security personnel.

17.4 – Protective Devices

- a. Protective devices, wearing apparel, and other equipment such as safety shoes, coveralls, goggles, and hard hats determined by the Authority or appropriate governmental agency to be necessary for protection from accidents and health hazards will be provided by the Authority. Where such protective devices are required for the safety of employees, the employees must wear them while working or in the required area. Failure to do so will result in progressive disciplinary action.
- b. The Authority will provide a shoe allowance up to \$125 for employees required to wear safety shoes. Employees will receive an additional shoe allowance when their current shoes are rendered unserviceable. Employee will be required to demonstrate need for new shoes.
- c. However, the Authority may assess a fair charge to cover loss of uniforms and protective devices provided by the Authority under this section resulting from failure to exercise reasonable care or for willful destruction of such safety equipment or clothing. This does not include circumstances beyond the employee's control.

17.5 – Safe Working Conditions

- a. The Union will cooperate with the Authority in maintaining safe working conditions. In an effort to maintain this spirit of cooperation, any employee who believes a working condition or machinery to be unsafe must immediately inform his/her supervisor. Should the supervisor conclude that the working condition or equipment is safe and the employee insists to the contrary, the employee must notify the Safety manager or the Safety Committee and the Union steward so that the matter will be brought to the attention of the manager for conclusive action.
- b. During the time of investigation, the employee may be reassigned to perform other duties.

17.6 – Special Examinations

If an employee performs duties which might jeopardize the safety of fellow employees, the employee for reasonable cause may be required to undergo special examinations from time to time at the Authority expense to see that he/she meets acceptable physical and mental standards.

Article 18

WORK-RELATED INJURIES

18.1 – Industrial Accident Benefits

All employees will be covered by the provisions of the Nevada Industrial Insurance Act (Chapter 616 of the NRS) and the Nevada Occupational Disease Act (Chapter 617 of the NRS) that provide for payment of industrial accident benefits and compensation for partial and temporary total disability (TTD) arising from industrial injuries and occupational diseases, hereinafter collectively referred to as "injury."

18.2 – Supplemental Amount

- a. In the event an employee has an injury, he/she will, unless found negligent, receive in addition to the compensation as provided by Chapter 616 or 617 of the NRS, a supplemental amount from the Authority, which would cause the total amount received by the employee from the work-related injury and the Authority to equal his/her salary at the time of his/her injury.
- b. The supplemental compensation will start with the first day of absence due to the injury as directed by the treating physician, but will not exceed 340 work hours for the same injury and/or claim.
- c. Supplemental compensation for the same injury and/or claim will not be available after the expiration of 6 months from the date of original injury, unless the employee thereafter requires surgery as a result of such injury and/or claim. During this period, the employee will not forfeit any accrued PTO leave.
- d. Successful completion of the new-hire introductory period is required in order to qualify for the supplemental compensation from the Authority.
- e. It is the intent of the Authority to pay the on-the-job injured employee as salary continuance, the difference between full bi-weekly salary and that provided pursuant to Chapter 616 or 617 of the NRS.

18.3 – Utilization of PTO

If an employee who has received TTD, including supplemental compensation up to the maximum 340 work hours, is unable to return to work, he/she may elect to utilize accrued PTO to supplement the benefits as provided pursuant to Chapter 616 or 617 of the NRS.

18.4 – Utilization of Comp Time

If employee is still unable to work after PTO has been exhausted, he/she will be permitted to use his/her accrued comp time.

18.5 – Light Duty

For transitional (light) duty, the Authority will follow NRS 616C.475.

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Article 19

LAYOFF AND RECALL

In the event that the Board of Directors approves a reduction to the overall adopted budget, as recommended by management based on economic necessity, the Union and management will agree to meet and confer to discuss any/all possible options prior to the implementation of any layoff or furlough procedures.

19.1 – Order of Layoff

If it is determined that a layoff is necessary, employees will be laid off in the following order:

- a. Within classification, temporary, part-time, intermittent, and introductory employees will be laid off first.
- b. Unless a less senior employee possesses necessary skills and abilities unavailable from more senior employees, layoff will be in inverse order of seniority within the affected class, as determined by the senior executive in Human Resources.

19.2 – Reassignments

- a. In order to avoid an actual layoff, the Authority may cause the reassignment, change of shifts, transfer, demotion or any combination thereof. In the event of a reassignment in lieu of a layoff, the least senior employee(s) in the classification(s) affected by a layoff will be reassigned.
- b. Under the provisions of this article, the assignment of an employee to a position within a classification will be at the discretion of the division Senior Vice President, in consultation with the senior executive in Human Resources.

19.3 – Bumping Down

- a. Employees who are affected by layoff will have the right on a seniority basis to elect to bump down in the same section into a classification that the employee has completed an introductory period, provided the classification exists. For the purposes of this article, "section" is defined in the "Definitions" article of this Agreement.
- b. No employee will have the right to bump to a position in another section or to bump to a position of a higher salary grade than he/she currently fills.
- c. An employee who is bumping down will retain his/her salary, but will not exceed the top out salary of the classification. His/her anniversary date will not be adjusted.

19.4 – Notice

Prior to layoff, employees affected will be given at least 4 weeks written notification or 4 weeks' pay in lieu of such notice.

19.5 – Contract Out Work

The Authority will not contract out work to be performed in or about the Cashman Center or Las Vegas Convention Center, or any other facility or site under the jurisdiction of Authority Board of Directors, which is normally performed by current employees in order to effect or as a result of a layoff except as outlined below.

- a. With reference to the work being considered for contracting out, the employee on layoff does not possess the qualifications, skill and ability to perform the work;
- b. The contract work would be for a duration of less than 3 consecutive weeks;
- c. The work is emergency situations, such as utility failure, substantial structural damage or similar occurrences as determined by management.

19.6 – Recall List

- a. Any employee(s) demoted or laid off under this article will, based upon seniority, have his/her name placed on an appropriate recall list for a period of 12 months. Employee(s) on layoff will be notified by certified mail, return receipt requested, at his/her last known address and will within 10 days of attempt to deliver, respond affirmatively by certified mail or in person that he/she is accepting the offer of recall. Failure to respond will mean that the person has refused the offer of recall and the person will be removed from the recall list. The person must be available for work on the date established by the Authority.
- b. When positions become available in a class in a section, personnel who have been laid off or demoted in that class from that section will be recalled in inverse order of layoff. The order of recall will be:
 1. Employees who have been demoted as a result of this article based on the same criteria in Section 1b.
 2. Former (laid off) employees who held a position in the same class based on the same criteria in Section 1b.
- c. Upon return to work, the employee will receive an adjusted service and anniversary date if the layoff was for a period of 15 or more days and all benefits for which qualified will be reinstated relative to his/her adjusted service date.

Article 20

DISPUTE RESOLUTION

20.1 – Intent

It is the intent of this article to provide an exclusive procedure for the resolution of certain disputes between (an) employee(s) and the Authority and/or the Union and the Authority. The Union and the Authority should, however, make every possible effort to settle differences without making use of the procedure contained in this Article.

20.2 – Exclusions

Disputes specifically excluded by other Articles of this Agreement from the grievance and arbitration procedure will not be subject to the procedures set forth herein.

20.3 – Definition of Grievance

A grievance is any dispute or difference of opinion between the Union and the Authority involving the meaning, interpretation or application of this Agreement. Resolution of disputes relating to the meaning, interpretation or application of this Agreement shall be settled in accordance with the terms of this Article. The procedures set forth in this Article shall be the exclusive remedy for any such dispute.

20.4 – Presentation of Grievances and Responses

All grievances presented in accordance with this Article shall set forth: 1) the facts giving rise to the grievance; 2) the provision(s) of the Agreement, if any, alleged to have been violated; 3) the name(s) of the aggrieved employee(s); and 4) the remedy sought. All grievances shall be signed and dated by the employee and/or his/her Union representative. Any grievance not satisfying these requirements will be dismissed by the Authority, but the Union shall have five (5) working days to correct any deficiencies within the grievance following notification of the deficiency by the Authority. All written responses submitted by the Authority shall be signed and dated, including electronically, by the appropriate Authority representative.

20.5 – Time Limitations

The time limitations set forth in this Article and/or mutually-agreed upon time extensions in writing, are the essence of this Agreement. No grievances shall be accepted by the Authority unless they are submitted or appealed within the time limits set forth in Article 20.7 of this Agreement. If a grievance is not submitted in a timely manner, it shall be deemed waived. If the Authority fails to respond within the time limits set forth in Article 20.7 of this Agreement, the grievance shall automatically be considered sustained in all respects and the remedy will be promptly implemented. If mutually agreed, either party may request in writing a waiver of the time limitations set forth in this Article.

20.6 – Employee's Responsibility to Work

Unless illegal, immoral, or unsafe, the employee has the obligation to work as assigned and then grieve the assignment at a later date.

20.7 – Grievance Procedure

STEP 1: Written Grievance to Human Resources

The employee and/or the Union representative, no later than ten (10) working days from the date the employee and/or Union knew or should have known of the events giving rise to the grievance, must submit the written grievance to Human Resources. The Chief Human Resources Officer shall designate the individual to respond to the grievance and said individual shall give his or her written answer to the grievance within ten (10) working days of receipt of the grievance. If the grievance is not resolved at this level, it may proceed to Step 2.

STEP 2: Written Grievance to Chief Human Resources Officer or Designee

If the grievance is not resolved at Step 1, the employee and/or the Union representative, no later than ten (10) working days after receipt of the Step 1 written response (as indicated by the Human Resources Department's time/date stamp), may advance the written grievance to the Chief Human Resources Officer or his/her designee. No later than ten (10) working days after receipt of said written notice, the Chief Human Resources Officer or his/her designee shall meet with the employee and/or Union representative. The Chief Human Resources Officer or his/her designee shall give a written response to the grievance within ten (10) working days after such meeting, which response shall be final and binding on the employee, the Union and the Authority, unless it is appealed in a timely manner to Step 3.

STEP 3: Appeal to Arbitration

Any grievance that has been properly processed in a timely manner through the grievance procedure and has not been resolved at the conclusion of Step 2, may be appealed to arbitration by the Union, by serving the Authority with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Article within ten (10) working days (as indicated by the Human Resources Department's time/date stamp) after receipt of the written response of the Authority at Step 2 of the grievance procedure shall constitute a waiver of the Union's right to appeal to arbitration, and the written response of the Authority at Step 2 of the grievance procedure shall be final and binding on the employee, the Union and the Authority.

20.8 - Mediation

Prior to invoking arbitration, the parties by mutual agreement may agree to submit any dispute to mediation. The mediator may be selected from the Federal Mediation and Conciliation Service ("FMCS") or other mutually agreed upon third party.

20.9 – Selection of Arbitrators

An arbitrator will be selected by mutual agreement of both parties. If the parties are unable to mutually agree, the parties will jointly request the FMCS to furnish a panel of seven (7) arbitrators from which an arbitrator will be selected. The parties agree that as much as practical, local arbitrators who are members of the National Academy of Arbitrators will be selected. The selection will be accomplished by the Union first, and the Authority next, each striking one name from the list in turn until only one name remains. Each party will have the right to reject one panel of arbitrators. Both parties will make every effort to mutually set forth the issue(s) to be arbitrated in advance of the arbitration hearing date.

20.10 – Arbitrator's Jurisdiction

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the Authority. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate, wage structure, or new position. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Authority and the Union. The written award of the arbitrator on the merits of any issue adjudicated within his/her jurisdiction and authority shall be final and binding on the employee, the Union, and the Authority.

20.11 – Fees and Expenses of Arbitrator

All fees and expenses of the arbitrator, court reporter, original transcript and hearing room shall be equally borne by the Authority and the Union. The cost of the court reporter shall be borne by the party ordering a court reporter; provided, however, if both parties seek a transcript, then the cost of the court reporter shall be borne equally by the parties.

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Article 21

CORRECTIVE ACTION AND DISCIPLINE

21.1 – Just Cause

No employee who has satisfactorily completed his/her introductory period may be disciplined without just cause.

21.2 – Coaching and/or Counseling

The Authority endeavors to follow progressive discipline. In certain circumstances, however, the Authority may coach and/or counsel an employee for the purpose of addressing performance and/or conduct issues at the earliest possible opportunity to maximize opportunities for improvement. Coaching and/or counseling are not considered discipline and are not subject to the provisions of Article 20.

21.3 – Progressive Discipline

The parties agree to follow progressive discipline; however, the Union recognizes the need for more severe disciplinary action in the event of a major violation of established rules, regulations or policies. Progressive discipline includes:

- Verbal Warning/Performance Improvement Notice ("PIN")
- Written Warning/PIN
- Suspension Without Pay (up to 3 days)
- Final Suspension without Pay
- Termination

Progressive discipline for attendance-related issues will be tracked separately from discipline for other employee infractions.

21.4 – Duty to Furnish Disciplinary Documents

The Authority recognizes its obligation to provide to the Union, and the Union's right to request in writing, all relevant documents (i.e., reports, statements, etc.) utilized in any disciplinary proceedings undertaken by the Authority directed to an employee. Such documents will be provided to the Union as soon as practicable following the Union's written request, but no later than five (5) working days, unless otherwise agreed to by the Union and the Authority.

21.5 – Personnel File

Upon written request or authorization by an employee, the employee's attorney or Union representative may obtain, at his/her expense, data/documents that are necessary in preparation of an appeal or grievance from the personnel file of the employee. The permanent file which is maintained in the Human Resources Department is recognized as the employee's "personnel file" for the purpose of this Agreement. The Authority will recognize the right of the Union to exclusively represent employees covered by this Agreement, unless it receives written notice from the Union giving up its right to do so.

21.6 – Disciplinary Meetings

The Authority hereby agrees that it will honor a request by an employee for Union representation where the subject matter of the meeting involves the actual discipline of that employee. The employee is responsible for contacting a representative in a timely manner. Lack of timely response by the representative is not grounds for delaying or postponing the meeting. The Authority shall give employees at least 24 hours notice of a planned disciplinary meeting so the employee can have a representative present.

21.7 – Investigations

- a. When an allegation is made against an employee or when the Authority receives an allegation against an employee and determines an investigation is warranted, the Authority may decide that it is in the employee's and/or Authority's best interest to suspend the employee pending investigation.
- b. Any employee who is the subject of an investigation or is involved in any investigation in any capacity shall be notified by the Authority up to 24 hours prior to appearing at any investigatory meeting. The Union and the Authority agree certain issues/incidents may require an immediate investigatory meeting. The employee shall be entitled to a representative and is responsible for contacting a representative in a timely manner. The Authority may also assist in securing a representative for the employee.
- c. Any employee suspended pending investigation will be entitled to use earned PTO. If the Authority finds that there was no violation, the employee will be reimbursed for whatever earned PTO he/she used during the suspension pending investigation. If the investigation takes longer than five (5) working days, defined as Monday through Friday, excluding holidays, the Authority will place the employee on paid administrative leave.
- d. Documentation relating to investigations of allegations which do not result in corrective or disciplinary action will not become part of the employee's personnel record under any circumstances, and will not be used or referenced in any disciplinary proceeding.
- e. The Authority's current policy regarding the confidentiality of employee records will be applied to any investigatory documents concerning an employee, except as may otherwise be required by applicable state, federal or local laws, regulations or ordinances.

21.8 – Rebuttal to and Review of Verbal and/or Written Warning

- a. As soon as practical, but no later than ten (10) working days of receipt of a verbal or written warning, an employee who believes the warning is not based on just cause may submit a rebuttal to the Authority's Human Resources Department explaining in detail why he/she believes the warning lacks just cause. Such rebuttal will be attached to the warning and a copy forwarded to the employee's Department Head.

- b. The Union and the Authority agree that the employee management review committee (EMRC) may be used for the purpose of reviewing the validity of a verbal or written warning.
- c. An employee may submit a grievance concerning a verbal or written warning in accordance with the grievance procedure set forth in Article 20.7. A decision at Step 2 of the grievance procedure shall be final and binding on the employee, the Union and the Authority. Verbal and written warnings are excluded from the mediation and arbitration provisions of Article 20 of this Agreement.

21.9 –Suspension and Demotion Appeals

An employee's challenge of a suspension or demotion decision shall be processed in accordance with the grievance procedure set forth in Article 20.7 of this Agreement.

21.10 – Suspension Pending Termination

An employee who has satisfactorily completed his/her introductory period and is recommended for termination from the Authority will first be issued a written statement setting forth the charges upon which the proposed termination is based. The written statement will be in the form of a Suspension Pending Termination (SPT) Performance Improvement Notice (PIN).

21.11 – Pre-Termination Hearing

- a. Prior to the termination of any employee who has satisfactorily completed his/her introductory period, the Authority shall conduct an informal pre-termination hearing. If the Authority chooses to remove the employee from the worksite prior to the pre-termination hearing, the employee will be entitled to use any earned PTO he/she has accrued. If the employee is returned to work, he/she will be reimbursed for any PTO used.
- b. The pre-termination hearing will be conducted in accordance with the following steps, time limits, and conditions:

Step 1. The pre-termination hearing shall be conducted within ten (10) working days (unless otherwise extended by mutual agreement) following the date of the employee's receipt of notice recommending termination before a hearing officer who shall be a Vice President from a division other than the employee's. If desired by the employee, a Union representative may attend the pre-termination hearing, consistent with the Union's exclusive right to represent covered employees under this Agreement. The employee will notify the Chief Human Resources Officer in writing of the name and address of his/her representative.

Step 2. The employee shall be given at least three (3) working days' notice prior to the hearing, which notice will include the time and location of the pre-termination hearing.

The hearing will not follow formal rules of evidence and will be conducted in an informal manner. The hearing will be conducted by the hearing officer. Management's representative will explain the charges against the employee and supporting evidence. The employee will be provided the opportunity to respond to all specified charges.

Step 3. The pre-termination hearing officer will render a reasoned decision in writing within five (5) working days and forward it to the employee, the employee's representative, and the Chief Human Resources Officer.

Step 4. The hearing officer may uphold or rescind the recommendation for termination, and/or impose other discipline in lieu of termination.

- c. If the hearing officer rescinds the termination recommendation, the employee will be reinstated and reimbursed for any PTO he/she used while removed from the worksite pending the pre-termination hearing.
- d. If the hearing officer upholds the termination recommendation, the employee is terminated as of that date.

21.12 – Termination Appeals

An employee who is terminated may, within ten (10) working days from receipt of the pre-termination hearing officer's decision, appeal the decision to arbitration in accordance with Article 20.7 of this Agreement.

21.13 – Removal of Discipline From Employee Personnel File

Disciplinary documents, unless otherwise specifically excluded, are subject to removal from an employee's personnel file, upon written request of an employee to Human Resources, after eighteen (18) months from date of issuance. Disciplinary documents removed from an employee's personnel file shall be considered null and void and will not be used in future disciplinary matters. Discipline related to physical attacks, workplace violence, and/or harassment/discrimination is not subject to removal from an employee's file.

Article 22 DEFINITIONS

Unless the context otherwise requires, the words and terms used in this Agreement will have the meanings ascribed to them below. Any words or terms not ascribed below will be interpreted in their context as appears in this Agreement and, if no context is apparent, will be given their plain and ordinary meaning.

Adjusted Service Date. An employee's date of service, adjusted to account for occasions when an employee accumulates 120 hours (15 days) or more of non-FMLA leave in an unpaid status in a service year. This does not apply to time lost due to furlough.

Administrative Employee (as defined by NRS 288.025). Any employee whose primary duties consist of work directly related to management policies, who customarily exercises discretion and independent judgment and regularly assists an executive. In addition, it includes the chief administrative officer, his deputy and immediate assistants, department heads, their deputies and immediate assistants, attorneys, appointed officials and others who are primarily responsible for formulating and administering management policy and programs.

Anniversary/Service Date. The date on which an employee commences full-time employment in a full-time budgeted position and continuing until separation from the Authority employment, minus any break in service, unless otherwise delineated in the Agreement.

Break in Service. Those periods of absence of 15 days or more during which an employee is not in pay status and ineligible to accrue PTO and other benefits, unless otherwise delineated in the Agreement.

Call-In/Call-Back. Call back pay is defined as compensation earned for returning to his/her work site for duty after the employee has completed his/her shift, departed from the work site, and is off duty for a period of time and is requested to return to his/her work site with less than 12 hours' notice.

Classification. An Authority position/job title.

Confidential Employee (NRS 288.170(6a)). An employee who is involved in the decisions of management affecting collective bargaining and has been designated as confidential by the Authority. In addition to those employees designated as "Administrative," it includes employees occupying positions in the General Government, Information Technology, Payroll, and some Security personnel. Confidential employees are not covered by this Agreement.

Demotion. The movement of an employee from one classification to another classification with a lower salary range.

Department. A department is the second level of organization below division level. The levels are (1) division, (2) department, (3) section, and (4) section unit.

Designated Family Member. Employee's spouse, domestic partner registered with the state of Nevada, brother, sister, half-brother, half-sister, parents, children, step-parents, step-brother, step-sister, step-children, step-grandchildren, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents-in-law, grandparents, and step grandparents.

Division. A division is the highest level of organization within the Authority. The Authority comprises three divisions: General Government, Marketing, and Operations.

Full-time Employee. One who is hired to fill a budgeted position.

Introductory Employee. One who is hired to fill a budgeted position, but has not completed the introductory period. Introductory employees are considered "at will" employees and are not subject to the provisions of Article 20 of the Agreement. The introductory period for non-supervisory employees is six months. The introductory period for supervisory employees is one year.

Lateral Transfer. A change in an employee's position from one classification to another of the same pay grade/range based on qualifications.

On-Call. An employee not employed in a budgeted position, working variable hours not to exceed 1,040 hours per fiscal year.

Part-time. An employee who is regularly scheduled to work in a set schedule fewer than 30 hours per week, not to exceed 1,040 hours per fiscal year.

Phone Contact. When an off-duty employee is called for consultation via the telephone or any other method and the employee assists the Authority when they are on the phone, each call is considered time worked and is paid minute for minute. Minutes will be totaled per pay period and, if necessary, rounded up or down to the nearest quarter hour.

Progressive Discipline. Includes Verbal Warning/Performance Improvement Notice ("PIN"), Written Warning/PIN, Suspension Without Pay (up to 3 days), Final Suspension without Pay, and Termination.

Promotion. A change in an employee's position from one classification to another of a higher pay grade/range that creates a vacancy.

Qualifying Period. A period of time, not to exceed six (6) months, following an employee's transfer, promotion, or demotion during which an employee's suitability for the position is evaluated.

Review Committee. Composed of (1) a Vice President from a division other than the employee's, (2) the Senior Executive of Human Resources or designee, (3) the Chief Steward, and (4) a steward or their designee by submitting a written request to the Senior Executive of Human Resources. *(Review Committee's purpose is outlined in Article 7.)*

Seasonal. An employee who is hired for a limited period of time for seasonal positions, regardless of number of hours worked per week, not to exceed 1,040 hours per fiscal year.

Section. A section is the third level of organization within the Authority below division level. The levels are (1) division, (2) department, (3) section, and (4) section unit.

Section Unit. A section unit is the fourth level of organization within the Authority below section level. The levels are (1) division, (2) department, (3) section, and (4) section unit.

Seniority.

- a. Authority Seniority. The amount of an employee's continuous length of employment with the Las Vegas Convention and Visitors Authority. If an employee separates employment from the Authority and is subsequently rehired, the new hire date will be the employee's new Authority seniority date.
- b. Classification Seniority. The amount of an employee's length of employment within a particular classification. Any time spent outside a classification in excess of a qualifying period will result in a new classification seniority date upon the employee's return to the classification, unless the return to a previously-held classification is at the direction of the Authority based solely on Authority business or operational needs.
- c. Introductory employees have no seniority rights. At the successful conclusion of the introductory period, the length of continuous employment will be recorded as the original date of hire.
- d. Employees accrue seniority during all paid leave time.
- e. An employee loses seniority under the following conditions:
 - (1) When he/she is separated from employment either voluntarily or involuntarily.
 - (2) When he/she is removed from a recall list.
- f. If two or more eligible employees have identical seniority levels, preference will be given to the employee with the earlier date and time of application for the classification as reflected in the application system.

Shift. An employee's scheduled period of work.

Shift Change. A change that may affect starting and stopping times, scheduled days off, and/or work location of an employee.

Shift Differential. The premium authorized to be paid to an employee above his/her regular straight-time hourly rate of pay for working a regularly scheduled shift other than a day shift. Shift differential will be paid on PTO and holidays, but will not be paid on buy out at the time of separation from the Authority.

Standby. Time in which an employee is required by the department head or designee to be available by telephone or required to carry a radio or cellular phone and be within one hour response capability so that he/she may immediately respond to any calls received.

Temporary. An employee hired to work for a limited period to fill a vacancy until normal hiring practices and procedures can be completed or to supplement the regular work force, even though no authorized position vacancy exists, and not to exceed 1,040 hours per fiscal year.

Appendix A
LVCVA Bargaining Unit Classifications
EMPLOYEES

Title	Grade
A/V Technician.....	20
Accounting Specialist.....	16
Accounting Technician.....	20
Administrative Specialist.....	13
Building Engineer.....	20
Business Services Specialist	16
Carpenter.....	20
Custodian.....	9
Damage Assessment Technician.....	20
Database Marketing Coordinator.....	16
Distribution Center Specialist	16
Electrician.....	20
Exterior Engineer.....	20
Facility Support Technician.....	20
Fire Prevention Coordinator.....	25
Fire Prevention Technician.....	22
Graphics Technician.....	20
Groundskeeper	17
HVAC Technician.....	20
Lead Accounting Technician.....	22
Life Systems Coordinator.....	25
Mail Clerk.....	12
Mechanic.....	20
Mechanic-Welder	20
Perimeter Security Officer	9
Photographer	18
Plumber.....	20
Purchasing Assistant.....	18
Secretary	16
Security Dispatcher	15
Security Officer	17
Service Worker.....	14
Services Support Technician.....	16
Video Specialist	18
Visitor Information Clerk.....	13
Visitor Information Specialist	13

Appendix A
 LVCVA Bargaining Unit Classifications
SUPERVISORS

Title	Grade
A/V Supervisor	25
Building Engineer Supervisor	25
Engineering Assistant Supervisor	22
Engineering Maintenance Supervisor	25
Exterior Engineer Supervisor	25
Facility Support Supervisor	25
Graphics Supervisor	25
Grounds Supervisor	22
Perimeter Security Supervisor.....	14
Electrician Supervisor	25
HVAC Supervisor.....	25
Mechanic-Welder Supervisor	25
Plumber Supervisor.....	25
Security Sergeant	22
Services Supervisor	22

LVCVA/SEIU Local 1107
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LVCVA Bargaining Unit Classifications – Supervisors
- Appendix B July 7, 2013 – June 30, 2014
- Appendix C July 6, 2014 – June 30, 2015 *(to be published at a later date)*
- Appendix D July 5, 2015 – June 30, 2016 *(to be published at a later date)*
- Appendix E July 3, 2016 – June 30, 2017 *(to be published at a later date)*
- Appendix F July 2, 2017 – June 30, 2018 *(to be published at a later date)*

Signature Pages

Article 1

AGREEMENT

1.1 – Term of Agreement

- a. This Agreement is made and entered into this 30th day of June ~~2013~~2018, by and between the Service Employees International Union/SEIU Local 1107, hereinafter referred to as the "Union" and the Las Vegas Convention and Visitors Authority, hereinafter referred to as "Authority."
- b. This Agreement will be effective July 1, ~~2013~~2018, and will remain in effect until June 30, ~~2018~~2022. No changes, amendments, modifications, or termination of this agreement shall be made unless mutually agreed upon by the parties, after providing timely notice of intent and pursuant to the provisions of Chapter 288 of the Nevada Revised Statutes (NRS). The terms and provisions of this agreement shall remain in full force and effect until a successor agreement can be reached.

1.2 – Joint Meetings

- a. In order for the Union and the Authority to maintain close liaison with each other to provide mutual attention to the administration and application of this Agreement, the parties agree to meet, if requested by either party, and to have those persons in attendance who are responsible for the matters set forth herein.
- b. This article does not preclude informal discussion between the parties of any matter which is not subject to negotiation or contract. Any such informal discussion is exempt from all requirements of notice or time schedule.

1.3 – General Savings

- a. If any provision of this Agreement or any application of the Agreement to any person or persons covered herein be found contrary to federal law or the NRS, the provision or application will be deemed invalid except to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.
- b. If there is any change in federal law or the NRS that would invalidate or supplement any provision of this Agreement, excluding changes in Chapter 288 of the NRS, the parties will meet to negotiate any change in the Agreement relative to the affected provisions only.
- c. In the event Chapter 288 of the NRS is amended, the Authority and the Union, through a committee of not more than 5 representatives each, will meet within 30 days of such passage to informally discuss the ramifications, if any, on this Agreement.
- d. It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations, or responsibilities of the Authority expressly provided for by federal law, state statutes, and local ordinances, except as expressly limited herein.

1.4 – Intent

- a. It is the purpose of this Agreement to: (1) promote and provide a responsible labor relations policy between the Authority and employees covered herein, (2) secure an orderly and equitable disposition of grievances which may arise under the Agreement, and (3) set forth the full and entire understanding of the parties reached as a result of good

faith negotiations regarding the wages and other specified conditions of employment of employees covered by this Agreement.

- b. The parties recognize and agree that (1) the tourism and convention business is vital to the economy of Southern Nevada and is the primary mission of both the Authority and the Union and (2) any direct communication to tourists and conventioners that there is labor unrest or instability could be disruptive to our economy.

1.5 – Attempts to Influence

In recognition of Section 1.4, the parties agree:

- a. That attempts to influence the collective bargaining process will only be directed toward the employees of the Authority and their Union affiliates, Authority management, and the indigenous population within the State of Nevada.
- b. The Union agrees to provide the Authority a listing of its affiliations and update the list when changes occur.
- c. The parties pledge to not attempt to appeal to tourists or conventioners to influence the collective bargaining agreement, the collective bargaining process, or anything within the jurisdiction of Chapter 288 of the NRS.

1.6 – Informational Picketing

- a. Prior to conducting any informational picketing or rallies, the Union and the Authority will meet within 2 days of the Union's notification to the Authority to discuss the time, place, and reasons. Informational pickets or rallies will not take place any earlier than 5 working days after the meeting.
- b. Informational picketing or rallies will be restricted from the following locations:
 - 1. The sidewalk or public right-of-way adjacent to any facilities whose primary function is tourism or conventions;
 - 2. Any public sidewalk or street which is generally traveled by a tourist or conventioner (i.e., Paradise Road, Las Vegas Boulevard, Sahara Avenue, Flamingo Road, Tropicana Boulevard, or Fremont Street);
 - 3. The facilities operated by the Authority.

1.7 – No Strike/No Lock-Out

- a. The Union agrees not to strike, nor to endorse, support, assist, or encourage in any way any individual employee or group of employees to participate in any strike.
- b. The Authority agrees not to lock out employees under any circumstances.

1.8 – Discrimination Prohibited

Neither the Authority nor the Union will discriminate against any employee covered by this Agreement in a manner which would violate the NRS, Chapter 613.330.

1.9 – Union Membership or Activity

Neither the Authority nor the Union will interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there will be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

1.10 – Cooperation

- a. Core Values. The Union and the Authority agree to conduct discussion regarding the contract and pledge communication to their respective members to be in agreement with these core values: loyalty, trust, excellence, respect, integrity.
- b. Favoritism. The Union and the Authority agree that favoritism is not to be used in the application of this contract or in the dealings between all the employees of the Authority.

Article 3

MANAGEMENT RIGHTS

3.1 – Rights & Responsibilities Intent

All rights and responsibilities of the Authority granted by applicable federal, state, or local laws, regulations, or ordinances which are not specifically modified by this Agreement will remain the functions exclusive management rights of the Authority. The enumerated management rights will not contravene the expressed terms of this Agreement or law and will be subject thereto.

3.2 – Sole Authority

The Authority is entitled, without negotiation, to the sole right and authority to operate and direct the affairs of the Authority in all its various aspects. Those rights include, but are not limited to, the following:

- a. Hire, direct, assign, train, transfer, coach, take disciplinary action against, suspend, or terminate any employee, except as otherwise contained in this contract, but excluding the right to assign or transfer an employee as a form of discipline.
- b. Reduce in force or lay off any employee because of lack of work or lack of money, subject to the provisions of the NRS and this Agreement.
- c. Determine the number of positions, classifications, and departments to be affected by a layoff.
- d. Determine appropriate staffing levels and work performance standards within safety considerations.
- e. Determine the content of the workday including, without limitation, work load factors within safety considerations.
- f. Determine the quality and quantity of services to be offered to the public and the means and methods of offering those services.
- g. Extend, limit, curtail or contract out its operations.
- hh. The processes, services and materials to be purchased, contracted and subcontracted. Subcontracted shall not apply to the subcontracting out of work covered by this Agreement.
- i. Take whatever actions may be necessary to carry out its responsibilities in situations of emergency, such as a riot, military action, natural disaster, civil disorder, or terrorist action.

3.3 – Negotiation of Non-mandatoryMandatory Subjects

The Union acknowledges that the Authority has the right with respect to not negotiate any non-mandatory subjects of bargaining, as provided defined in NRS— 288.150, which are included in this Agreement, the Authority is not waiving or in any way limiting its rights under NRS 288.150 to refuse to bargain over non-mandatory subjects during these or in future negotiations of this Agreement.

3.4 – Temporary Replacements

The Authority, in its sole discretion, may call in a part-time employee to replace an absent employee or temporarily re-assign a full-time employee to replace the absent employee, and will not be subject to the provisions of Article 20 of this Agreement.

3.5 – Uniforms

The Authority reserves the right to determine the employees who are required to wear uniforms and safety shoes and to designate the style and color of the uniform to be worn. The Authority will provide said uniforms at no cost to the employee.

3.6 – Safety Rules

The Authority reserves the right to adopt reasonable safety rules in accordance with OSHA regulations. The Authority will have the right to impose appropriate discipline for the violation of such rules.

Article 4

UNION RIGHTS

4.1 – Union Membership

The Authority and the Union agree that employees eligible for membership in the Union will be protected in the exercise of their right freely and without fear of penalty and reprisal, to form, join, and participate in authorized and legal Union functions. The freedom of such employees to assist the Union will be recognized as extending to participation in the management of the Union in the capacity of a Union officer or representative.

4.2 – Union Representatives

Union representatives will be designated by the Union. The number of representatives allowable will be determined in the following manner:

- a. The Union may designate stewards to perform normal Union representative duties as defined in this Agreement.
- b. While the Union is free to choose its representation from employees, it agrees that the number of representatives from any one department, division, work area, shift or location will not unreasonably hinder effective working relationships or productivity and services.
- c. The Union will notify the Authority, in writing, of the names of the representatives and their respective jurisdictional area, within 30 calendar days of the effective date of any such designation. The jurisdiction of the stewards will be within the sole discretion of the Union, without interference from the Authority, consistent with Section 4.2.b. of this article.
- d. If a Chief Steward is regularly scheduled to be off other than Saturday and Sunday, his/her shift will be changed, at his/her option, for the duration of his/her term to Saturday and Sunday off without loss of pay or benefits. If the change in schedule unduly affects another employee, the Authority and the Union will meet to discuss and resolve the issue.

4.3 – Release From Duty for Union Business

- a. All representatives will notify and request approval for release from duty from their immediate supervisors through the appropriate leave form prior to the release each time they need to conduct Union business. Such leave will occur in increments of 15 minutes or greater.
- b. Representatives will be relieved of duty unless operational demands prohibit granting the request.
- c. Use of representative time will not be abused by the employee and use of said time will not be unreasonably withheld by the immediate supervisor.
- d. An alternate Union representative may serve in the absence of the respective representative who is on authorized leave or is otherwise unavailable.

4.4 – Union Business During Work Hours

- a. Union business conducted by employee and non-employee representatives must be conducted during employee work breaks or lunch periods.

- b. Union business, such as organizing, must not interfere with employee duties.
- c. All representatives must notify and obtain permission from supervision of the employee's department before entering the work area during working hours.

4.5 — Union Bank Hours

- a. ~~a.~~ — For each separate fiscal year covered by the term of this Agreement, the Union will be allocated a total of ~~400~~500 Union bank hours per bargaining unit for designated Union members to (1) attend monthly steward meetings, conferences, legislative sessions, or conventions and (2) represent employees at any step of the grievance procedure, discipline, demotion, suspension, or termination proceeding/hearing. Employee Management Relations Committee ("EMRC") meetings are not considered union business and bargaining-unit members who attend these meetings will not be required to clock out unless overtime will be accrued. Overtime will not be paid for such meetings. If a representational matter is *de minimis*, e.g., 30 minutes or less, utilization of Union bank hours is not required.
- b. ~~b.~~ — Only one representative will be allowed for ~~proceedings/hearings listed in (2).~~ investigatory meetings.
- c. ~~c.~~ — Each bargaining unit may transfer unused bank hours to the other bargaining unit.
- d. ~~d.~~ — Per diem and/or cost of travel will not be provided by the Authority. Such Union leave will not be cumulative from fiscal year to fiscal year.
- e. ~~e.~~ — The Authority will not be responsible for any industrial injury claims resulting from ~~activities~~activities performed on behalf of the Union away from Authority work locations during normal duty hours.
- f. ~~f.~~ — Union leave bank requests for investigation time will be approved by the Chief Steward ~~and will only be utilized for grievances or appeals of hearings already filed.~~
- g. ~~g.~~ — In addition, the Authority shall release up to one employee at any time to be considered on "Union Leave" for periods of not less than one month and up to six months. Union Leave will constitute a period where the employee stays in straight time paid status with benefits accruing and the Union shall reimburse the employer for wages and all benefits. Union bank time is not included in overtime calculation.

4.6 – Leave for Preparation for Negotiation of Successor Agreement

- a. Eight members of the Union negotiating committee will be granted release time from duty with straight time pay on the days negotiation sessions are held with the authority for the purpose of negotiating the terms of this agreement.
- b. Release time will not amount to more than 8 hours per person, per negotiating session.
- c. Members will be assigned to a Monday through Friday flexible work week for the duration of negotiation sessions. Members regularly assigned to shifts other than the day shift will, throughout the course of negotiations, be rescheduled to the day shift.

4.7 – Bulletin Boards

- a. The Authority will provide reasonable space for the installation of Union bulletin boards, located near employee time clocks, to the Union for posting of materials related to Union business. The cost of the bulletin boards will be borne by the Union with LVCVA to bear the cost of installation. The installation shall be accomplished within 30 days of the Union providing the bulletin board.
- b. No material may be posted on bulletin boards at any time which contain the following:
 1. Personal attacks upon any other member or any other employee.
 2. Scandalous, scurrilous or derogatory attacks upon the management.
 3. Scandalous, scurrilous or derogatory attacks upon a candidate for a partisan political office.
- c. Any materials posted must be dated and initialed by a Steward prior to the posting by a Union representative and a copy of all materials posted must be provided to the Vice President of Human Resources senior executive in Human Resources at the time of posting.

4.8 – Employee Personnel File Photocopies

- a. The Authority agrees that each employee and/or his/her representative, upon receipt of a written release for each occurrence, will have the right to review and photocopy materials contained in his/her personnel file or any other documents that are utilized in connection with any discipline undertaken, pursuant to the terms of this Agreement. It is understood that such files will be made available during normal business hours.
- b. The first 10 pages will be copied free of charge; thereafter, each page copied will cost \$1.00.
- c. The Authority will not use written documentation for disciplinary purposes unless the employee has received a copy of it. Disputes concerning the validity of a given document will be processed, in accordance with Article 20.

4.9 – Removal of Discipline From Employee Personnel File

- a. ~~Upon written request of employee to the Employee Relations Manager, any written warnings, reprimands, and disciplinary conference notes, except for those concerning physical attacks, workplace violence, or harassment issues that were: (1) issued more than 18 months prior to the request will be null and void, (2) will be removed from employee's personnel file, and (3) will not be used in future disciplinary matters provided that no related discipline occurred.~~
- b. ~~Any discipline related to workplace violence and Title 7 discrimination will remain in a separate file beyond 18 months for civil litigation purposes only (i.e., if the Authority is sued).~~
- c. ~~The permanent file which is maintained in the Human Resources Department is recognized as the employee's "personnel file" for the purpose of this Agreement.~~

4.10—Documents Relating to Investigations

- ~~a.—Documentation relating to investigations of allegations which do not result in corrective or disciplinary action will not become part of the employee's personnel record under any circumstances, and will not be used or referenced in any disciplinary proceeding.~~
- ~~b.—Any verbal counseling, note to file, or similar notation from the departmental file will be attached to an issued PIN.~~
- ~~c.—The Authority's current policy regarding the confidentiality of employee records will be maintained without modification for the term of this Agreement.~~

4.114.9 – SEIU Officers

- a. If the SEIU President is an employee of the Authority, he/she will be afforded leave without pay, not to exceed 20 hours per calendar week, to accomplish Union business. The scheduling of such leave will not be unreasonably withheld by the immediate supervisor and will not be abused by the employee.
- b. If the SEIU President, Executive Vice President, Secretary, or Treasurer is an employee of the Authority, he/she will be afforded bank time of 416 bank hours to accomplish general Union business.
- c. No more than two SEIU Union officers at any one time will be afforded release time as provided for in this section.
- d. Leave may be utilized in increments of 1 to 8 hours at any one time.
- e. Three days' advance notice will be given so as to provide minimal disruptions.
- f. The Union officers will still be eligible for leave as provided for within other sections of this article (such as, but not limited to, Section 4.3 and Section 4.5). In such case, those hours needed would be deducted from the 416 total bank hours per fiscal year called for by this paragraph. The scheduling of such leave will not be unreasonably withheld by the immediate supervisor and will not be abused by the employee.

4.4210 – Employee Deductions

- a. The Authority will deduct monthly from the wages of employees who have signed dues authorization cards for the Union and forward to the proper officers of the Union any monies which the Union advises may be due it from such employees, provided an employee has individually and voluntarily authorized such deductions to be made. The form of authorization will be approved by the Authority and the Union. It is understood that Union dues will be deducted after legally required deductions and/or insurance deductions have been taken.
- b. The Authority agrees not to honor any check off authorizations or dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization or organization representing employees for purposes of negotiation for wages, hours, working conditions, and other fringe benefits for its members unless otherwise authorized by the Local Government Employee Management Relations Board.

- c. The Union agrees to indemnify, defend and hold the Authority harmless against any and all claims or suits that may arise out of or by reason of action taken by the Authority in reliance upon any authorization cards submitted by the Union to the Authority. The Union agrees to refund to the Authority any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error or mistake. If there are insufficient wages from which to deduct dues, the Authority will report this to the Union but will not be held responsible for the collection of past dues.
- d. Dues deduction authorization will be irrevocable for a period of one year and automatically renewed each year thereafter commencing October 1, except that authorization may be withdrawn by an employee during the month of October of each year. If dues deduction authorization is not revoked during such period, it will continue until the following October. The above provision will appear on the membership application and dues deduction authorization card.
- e. The Union will certify to the Authority in writing the current rate of membership dues. The Union will notify the Authority of any change in the rate of membership dues 30 days prior to the effective date of such change.
- f. The Authority will not be required to honor any month's deduction on any authorization that is delivered to it later than 7 days prior to the beginning of the second pay period of the month.

Article 5 TRANSFER OF FACILITY

5.1 – Transfer or ~~Sell~~ Sale of Facility

- a. During the term of this Agreement, if the Authority voluntarily decides to sell or transfer all or a part of the ~~Authority's~~ Authority's facilities, the Authority will notify the Union 120 days in advance, unless a shorter period of time is required by the legislature, of the prospective transfer and discuss with the Union the ramifications to Authority employees represented by the Union of the prospective transfer.
- b. The Authority will also notify all prospective owners of the terms and conditions of this Agreement. In the event that the prospective purchaser or transferee intends to use the transferred or conveyed facility or part of any facility for similar uses as now exists, the Authority shall make as a condition of the transfer a requirement that the prospective owner be responsible for making adequate provisions to insure payment for accrued wages and all other accrued economic fringe benefits as of the date of transfer.

5.2 – ~~Cashman Center Facility~~ Facilities

- a. If the Authority should transfer all or a part of any of its ~~Cashman Center facility~~ facilities, all individual employees ~~based at Cashman Center~~ will relocate to the Las Vegas Convention Center, or other applicable facility covered by this Agreement. The employer shall endeavor not to lay off any bargaining unit employees as a result of any such transfer.
- b. Each relocated employee will be integrated ~~into the LVCC operation~~ based on shift bids. For purposes of this Article, a shift bid is defined as days off and hours of work in each department. Shift bids shall be by each entire ~~department~~ affected classification.
- c. Department, for purposes of this Article, combines any of the ~~Cashman and Convention Center~~ Authority's work locations. In considering requests for shift bid, seniority in the classification will govern.
- d. An employee's classification may be changed as a result of this facility integration.

Article 6 ACROSS-THE-BOARD INCREASES

6.1 – First Year of the Contract

Effective July ~~7, 2013~~1, 2018 (the first day of the first pay period in July), all employees will receive a 32.2% across-the-board increase in base wage rates. Simultaneously, all grades and steps will be increased 32.2% to reflect the increase granted.

6.2 – Second Year of the Contract

Effective July ~~6, 2014~~14, 2019 (the first day of the first pay period in July), all employees will receive a 32.8% across-the-board increase in base wage rates. Simultaneously, all grades and steps will be increased 32.8% to reflect the increase granted.

6.3 – Third Year of the Contract

Effective July ~~5, 2015~~12, 2020 (the first day of the first pay period in July), all employees will receive a 2.58% across-the-board increase in base wage rates. Simultaneously, all grades and steps will be increased 2.58% to reflect the increase granted.

6.4 – Fourth Year of the Contract

~~Effective July 3, 2016 (the first day of the first pay period in July), all employees will receive a 2.5% across-the-board increase in base wage rates. Simultaneously, all grades and steps will be increased 2.5% to reflect the increase granted.~~

The Authority and Union shall negotiate the amount of this increase prior to July 5, 2021.

6.5 – Fifth Year of the Contract

~~Effective July 2, 2017 (the first day of the first pay period in July), all employees will receive a 2% pay increase in base wage rates. Simultaneously, all grades and steps will be increased 2% to reflect the increase granted.~~

The Authority and Union shall negotiate the amount of this increase prior to July 5, 2022.

Article 7

STEP PROGRESSION

7.1 – Steps

LVCVA's pay scale for step-and-grade employees has been established at approximately 4% between steps. Due to rounding in calculations, this amount may sometimes be slightly higher or lower.

7.2 – Eligibility for Step Advancement

An employee will be eligible for consideration for a step advancement upon:

- a. successful completion of one year of service to receive the first step increase and
- b. promotion to a higher grade.

7.3 – Effective Date

Step advancements will be effective on the first day of the first pay period following the employee's anniversary date of employment and annually thereafter until the maximum step is reached in that class.

7.4 – Denial of Step Advancement

- a. In the event a step advancement is not granted, the employee affected will be informed in writing by the rating supervisor of the specific reason(s) for denial.
- b. Within 7 days of such notification, the employee may request a review before a Review Committee (which consists of (1) a Vice President from a division other than the employee's, (2) the ~~Vice President of~~ senior executive in Human Resources, (3) the Chief Steward, and (4) a steward or their designee by submitting a written request to the ~~Vice President of~~ senior executive in Human Resources.
- c. The Review Committee will meet with the employee and hear the request for review within 2 weeks of receipt of the employee's request.
- d. The Review Committee will either uphold the determination of the step advancement denial or advance the employee one step retroactive to the first day of the first pay period following the employee's anniversary date.
- e. The decision of the Review Committee is final and binding on the parties to this Agreement.

7.5 – Performance Rating

- a. For the purpose of determining eligibility for step advancements, employee must receive an achieves standards or above rating on his/her last performance evaluation.
- b. Below standards performance will result in denial of step advancement.

7.6 – Creditable Service

The following will not be considered as breaks in creditable service necessary to qualify for step advancements:

- a. Authorized military leave, provided that the employee is reinstated within 30 days following honorable or general discharge from military service;
- b. Approved leave under the Family Medical Leave Act;
- c. Authorized leaves of absence without pay of 14 consecutive working days or less within any calendar year;
- d. Authorized leaves of absence with pay;
- e. Authorized Union leave.

7.7 – Step Advancement Delay

When a step advancement is delayed solely through administrative delay or clerical error, or is miscalculated in error, the proper advancement will be made effective retroactive to the date it was due.

7.8 – Step Advancement Retraction

When a step advancement is given in error, the erroneous increase in pay will be recovered from the employee's pay incrementally via the same number of pay periods that elapsed from the date the erroneous increase was posted to when it was discovered.

Article 8 HOURS OF WORK

8.1 – Pyramiding of Pay

Nothing contained in this article will be interpreted as requiring a duplication or a pyramiding of holiday, call back, standby, daily or weekly overtime payments involving the same hours of labor.

8.2 – Regular Shift

All bargaining unit employees will be assigned to a regular shift with defined starting and quitting times, days off, and primary work location.

8.3 – Temporary Transfers (Operational)

- a. Temporary transfers from primary work locations and shift changes within primary work locations may be made for periods of up to 3 months for operational reasons. If the temporary transfer will be more than 5 days in duration, the least senior employee will be transferred or have his/her shift changed, provided that the least senior employee possesses the required knowledge, skills, and ability as determined by the manager to satisfactorily perform all the functions of the position; however, no employee will be temporarily assigned more than once in a 12-month period, unless all other employees in the classification have been transferred.
- b. Exceptions and extensions to the above procedure may be made on a case-by-case basis as determined by the ~~vice president of~~ senior executive in Human Resources.

8.4 – Workweek

- a. The normal workweek will consist of 4 or 5 days in the week, Sunday through Saturday, beginning and ending at midnight on Saturday.
- b. Employees are required to work 8, 9, or 10 hours a day for a total of 80 hours bi-weekly.
- c. An employee will not be scheduled for 10 consecutive workdays without a break at the end of the 10th day unless there is an emergency and continued work is approved by the department head.
- d. Employees will be scheduled 2 or 3 consecutive rest days each workweek depending on their schedules.

8.5 – Workday

- a. The normal workday will consist of 8, 9, or 10 consecutive hours of work with an unpaid 1/2 hour meal period (exception Security personnel).
- b. Employees are not permitted to clock in more than 7 minutes before their normal starting times or to clock out later than 7 minutes after their normal quitting times without prior approval of their supervisors. Employees are not permitted to begin work until the actual start of their shifts.
- c. Employees are required to take a lunch or meal break. (Exception - Security personnel).

- d. Employees will receive two 15-minute rest breaks, which are considered ~~as~~ time worked. Employees who work 10-hour shifts will receive three 15-minute rest breaks, which are considered time worked.
- e. The schedule of hours for employees will be determined by the department or division to which they are assigned.
- f. Employees will be informed two weeks in advance of his/her scheduled shift and hours of work; however, the Authority and the Union recognize that the needs of our customers may require shorter notice of changes in shifts ~~or adjustments to work hours.~~ The Authority may also give shorter notice of changes in shifts or adjustments to work hours based on unforeseen operational priorities or urgencies.

8.6 – Overtime

- a. Employees are expected to work overtime based on the needs of the Authority. Due consideration will be given to ~~eachan employee's request for relief to be excused from such work.~~ eachan employee's request for relief to be excused from such work.
- b. Employees required to work beyond the 8, 9, or 10 consecutive hours that are normally scheduled in a workday or beyond 40 hours that are normally scheduled in a workweek will be compensated overtime pay for each such hour worked at a rate of 1-1/2 times the employee's base hourly wage. Overtime pay will be added to the payroll for the period during which work is performed.
- c. Overtime pay will be made in only 1 of 2 categories: (1) compensatory time off ("comp time") or (2) overtime payment. The employee must by his/her own choosing, indicate how payment is to be made.
- d. Customer-paid special event work is offered to Customer Safety personnel on a voluntary basis. Any overtime accrued as a result of ~~Security~~Customer Safety personnel voluntarily working a special event will only be paid as overtime payment.
- e. All overtime must be approved and/or authorized in advance by the respective department head or designee.
- f. Overtime work within a classification must first be offered to employees who are regularly assigned such a job and distributed equitably among them, providing they have the ability to perform the available work without training.
- g. Scheduling of overtime shall be filled on a rotating seniority basis per shift, although in cases of unforeseen overtime, management may utilize employees already on shift. The Authority shall maintain and post an overtime seniority list for each department per shift updated each pay period, unless unchanged from the prior pay period. The overtime seniority list shall include the names of employees in each classification in descending classification seniority order and shall include a notation, per pay period, of those employees who either accepted or declined the overtime work.

8.7 – Comp Time

- a. Comp time may be accumulated to a maximum of 100 hours. Any comp time accumulated and not used as of June 30 of each fiscal year will automatically be paid to the employee.
- b. All requests to use comp time must be submitted in accordance with the current PTO approval process.
- c. For the purpose of calculating overtime, comp time does not count towards overtime.

8.8 – Call In/Call Back

- a. When required, the department head or designee may call back to duty one or more employees. Call back pay is defined as compensation earned for returning to his/her work site for duty after the employee has completed his/her shift, departed from the work site, and is off duty for a period of time and is requested to return to his/her work site with less than 12 hours' notice. When an employee is called back, the employee will receive overtime pay for all hours worked on call back or will be compensated for a minimum of 2 hours at time and one-half hours pay, whichever is greater. Call back pay will only be paid for hours worked outside an employee's shift. An employee's regularly scheduled shift will not be changed to accommodate a call back.
- b. In the event the call-in extends into his/her scheduled shift, he/she will receive 1-1/2 times only until the expiration of the 2-hour call-in guarantee.
- c. After the expiration of the 2-hour guarantee, he/she will be paid straight time until the end of his/her regularly scheduled shift.

8.9 – Phone Contact

- a. When an off duty employee is called for consultation via the telephone or any method and the employee assists the LVCVAAuthority when they are on the phone, each call is considered time worked and is paid minute for minute.
- b. Minutes will be totaled per pay period and, if necessary, rounded up or down to the nearest quarter hour.

8.10 – Standby

- a. Due to staff limitations, it may be necessary for a department head or designee to issue written assignments to employees to be on standby to handle overtime work which may arise during other than normal working hours.
- b. Standby is defined as time in which an employee is required by the department head or designee to be available by telephone or required to carry a radio or cellular phone and be within one hour response capability so that he/she may immediately respond to any calls received.
- c. In the event the employee cannot be contacted, standby pay will not apply.
- d. An employee will be compensated for standby time at the rate of 1/4-hour pay at his/her regular hourly rate for each 1 hour period of standby time.

- e. Employees on standby called to perform work will be compensated for actual hours worked and are not eligible for call-back pay.
- f. Standby pay will be added to the payroll for the period during which work is performed.
- g. Overtime and standby pay will not be paid more than once for the same hours worked. For purposes of this article, accumulated standby time will not qualify for holiday premium or overtime pay.

8.11 – Shift Differential

- a. A shift differential of ~~90-cents~~\$1.00 per hour will be paid to employees who work swing and grave shifts. Shift differential is paid when a shift begins within the hours listed for swing and grave.
- b. A shift is defined as:
 - (1) Day: commencing 4 a.m. to 11:59 a.m.;
 - (2) Swing: commencing 12 p.m. to 7:59 p.m.;
 - (3) Grave: commencing 8 p.m. to 3:59 a.m.
- c. If management requests an employee to work outside the employee's bidded shift, the employee will still receive the shift differential he/she is entitled to based on his/her bidded shift.

8.12 – Acting Pay

- a. The decision to appoint an acting supervisor will be based on business needs as determined by management.
- b. Acting pay shall be paid when an employee is expressly designated to temporarily fill a vacant supervisory position.
- c. Acting pay shall be paid when an employee is expressly assigned to work in a supervisory capacity in the absence of the regularly assigned supervisor.
- d. Acting pay is the amount equal to a 6% salary increase.
- e. Acting pay will be paid for mandatory cross-training as designated by the supervisor. For the purpose of this section, mandatory cross-training does not include assisting in other classifications due to staffing shortages.
- f. The Authority will not attempt to circumvent this article by purposely working employees in such a manner that does not entitle them to acting pay.
- g. The Authority shall determine who is qualified to serve as acting supervisor in a given department. If an acting supervisor is designated, the Authority will post the name of the designated acting supervisor.

8.13 – Premium Pay for Certain Security Personnel

- a. The Authority will pay those Security Officers/Supervisors an additional \$0.50 per hour for time spent performing Field Training Officer (FTO), Certified Firearms Instructors, or Bicycle IPMBA Instructor duties.
- b. The Authority will pay Security Officers/Supervisors who serve as Authority Emergency Medical Technicians (EMTs) an additional \$0.50 per hour.

Article 9

FILLING OF VACANCIES

9.1 – Exclusive Right of Selection

The Union acknowledges that the Authority has the exclusive right of selection, which is not grievable in accordance with NRS 288.150, paragraph 3.

9.2 – Three-Step Process

The Authority will use a three-step process in filling vacancies: (1) shift bids (employees within the same classification, regardless of location), (2) lateral transfer or promotion, and (3) new hire.

9.3 - Shift Bid

- a. Shift bid is defined as days off, hours of work, and primary work location (i.e., Cashman or Convention Center).
- b. When management determines a vacancy in a bargaining unit position occurs that must be filled, a shift bid will be posted. A bid will be posted in the affected department for a period of 7 calendar days. All employees in the posted classification may submit their interest for the posted shift. Once the bid is closed, management will select the senior employee in the posted classification who meets ~~the~~ all criteria for the position.
- c. In considering requests for shift bid, seniority in the classification will govern, unless the senior employee does not meet one or more of the following criteria:
 1. An overall “achieves” or above rating on his/her last evaluation;
 2. Possession of the particular skill(s) of the position, if any, that the Authority has established through policy;
 3. Has not been suspended or demoted ~~since his/her~~ within the last ~~evaluation.~~ 12 months.
 4. Employees will not be granted more than one shift bid within a ~~60~~ 90-day period, which is the result of filling the original vacancy.
- d. The foregoing criteria (1. through 4.) may be waived by the ~~Vice President of~~ senior executive in Human Resources.

9.4 – Lateral Transfer or Promotion

- a. After shift bid considerations, the vacancy will be posted for a period of 7 calendar days, unless rescinded, for lateral transfer or promotional opportunity for qualified in-house employees. A copy of the posting will be sent electronically to the Union.
- b. If the vacancy is a hard-to-fill position, the vacancy may be announced as open to the general public during the same time posted for in-house applicants.
- c. All postings will be in areas which are readily available to all employees. The posting will include the minimum job requirements of the opening.

- d. The Human Resources department will screen all requests for transfer/promotion and conduct written or skills tests, if any, based upon the minimum requirements as stated on the job description.
- e. The hiring authority, in consultation with human resources, will make the hiring decision.
- f. Employees with live suspensions are not eligible for lateral transfers and/or promotions.

9.5 – New Hire

If a vacancy is not filled by shift bid, lateral transfer, or promotion, the Authority will fill the position by new hire.

9.6 – Initial Appointment

- a. Initial appointment to positions will be made at the entrance rate for the class, except as approved by the President or designee.
- b. All new hires, not to include supervisory positions, will be subject to an introductory period of 6 months.
- c. All supervisory positions will be subject to an introductory period of one year.

9.7 – Promotions/Transfers

- a. When an employee is promoted, he/she at a minimum will be entitled to a 4% salary increase or entry level of the higher grade, whichever is greater.
- b. A promoted or transferred employee will serve a qualifying period not to exceed 6 months. At the conclusion of the qualifying period, the employee will be given a performance evaluation. Based on the evaluation, the employee will either be accepted or rejected for the position. If rejected, every effort will be made to place the employee in his/her previous classification, or another Authority position for which he/she qualifies. If such placement is not possible ~~or~~ and termination of his/her employment is recommended, the employee will be given at least 3 weeks' notice of his/her termination. The employee retains the rights of appeal under the terms of Article 20.13 of this Agreement.
- c. A promoted employee will have the right within the first 15 shifts worked in the new position to elect, in writing, to return to his/her previous position without loss of seniority rights or benefits.
- d. Employees promoted to supervisory positions will have the right at any time within the first 30 shifts worked in the new position to elect, in writing, to return to his/her previous position without loss of seniority rights or benefits.

9.8 – Temporary Transfers (Vacant Positions)

- a. In the case of a critical vacancy as determined by management, temporary transfers and shift changes may be made for periods of up to 3 months. In such event, the least senior employee will be transferred or have his/her shift changed, provided that the least senior employee possesses the required knowledge, skills, and ability as determined by the manager to satisfactorily perform all the functions of the position; however, no employee will be temporarily assigned more than once in a 12-month period, unless all other employees in the classification have been transferred.

- b. Exceptions and extensions to the above procedure may be made on a case-by-case basis as determined by the ~~Vice President of~~senior executive in Human Resources.
- c. If a vacancy occurs due to lateral transfer, promotion, demotion, termination, retirement, or death, the vacancy shall be filled in accordance with Section 9.2 of this article.

9.9 – Demotions

When an employee is demoted for disciplinary reasons, s/he will ~~assume the grade of the position demoted to and a 4% decrease in salary~~be placed in a classification with a grade and step most compatible with the employee's previous grade and step with at least a 4% decrease in salary. An employee who is demoted must possess the necessary skills, licenses or certifications (if applicable) to perform the demoted position.

9.10 – Job Descriptions

~~The Authority will furnish to the Union a copy of any changes to job descriptions prior to the effective date of such change.~~

All job descriptions for the employees assigned to classifications listed in Appendix A are incorporated by reference and attached hereto as Exhibit C. If the Authority determines that a change is needed to any job description attached within Exhibit C, the Authority will furnish to the Union a copy of the modified job description.

Article 12

MISCELLANEOUS LEAVE

12.1—PURPOSE

To ensure Authority employees are provided time away from work when possible to handle personal matters or as dictated by law.

POLICY

All employees, regardless of position or status, are eligible for medical, military and other leaves of absence in accordance with federal and state laws and the SEIU Collective Bargaining Agreement. Employees are also afforded leaves that are not required by state or federal law.

Employees are required to take available Paid Time Off (PTO) before or concurrent with taking a leave of absence in most instances.

Employees do not continue to accrue PTO hours during any unpaid portion of a leave of absence.

A leave of absence, whether for consecutive working days or on an intermittent basis, must be for a specified period of time with an expected return to work date. An employee whose expected return to work date is extended by a health care provider must promptly notify Human Resources and supply updated documentation from health care provider.

If an employee accepts or engages in other employment while on a medical leave of absence, and such employment conflicts with the employee's stated reason for leave of absence/work restrictions, the employee may be subject to disciplinary action up to and including termination.

When an employee is unable to perform the essential functions of his or her job safely and effectively, Human Resources will engage with the employee to determine if leave is necessary. If it is determined a leave would be an appropriate course of action, the applicable leave process would be initiated.

Some leaves such as FML do not require an employee to specifically ask for a leave to be eligible for such leave. If an employee provides information, intentionally or unintentionally, that demonstrates he or she may be eligible, it is the responsibility of department management to either contact Human Resources for determination or to send the employee to Human Resources for assistance. Timeliness and follow through are imperative, as certain cases, such as FML or ADA, require specified action from the employer under the law.

While on a leave of absence, employees are prohibited from performing any work for the Authority unless otherwise approved by the senior executive in Human Resources. Work would include duties such as e-mail, phone meetings, approvals, etc.

Employees must present a physician's release when returning from any type of medical leave or time away from work for serious medical reasons as requested by management before returning to work.

Employees unable to perform the essential functions of their job due to a work injury covered by workers' compensation will be placed on light duty when practicable. Employees unable to perform the essential functions of their job for reasons other than a work injury, please contact .. Human Resources for assistance.

Benefits will not accrue during unpaid leave unless in conjunction with benefits granted under FML and Workers' Compensation. Any employee who is on Employee Leave status more than 30 consecutive days will be responsible as of the 31st day (28 for employees covered by the CBA) for reimbursing the Authority for the employee's insurance premium, the total long-term disability insurance premium, and the total dependent coverage insurance premium (if applicable) from that day forward.

AUTHORITY LEAVES OF ABSENCE

Family and Medical Leave

Workers' Compensation Leave

Americans with Disabilities Act (ADA)

Military Leave

Employee Leaves

Bereavement Leave

Nevada Pregnant Workers' Fairness Act

Jury Duty Leave

- a. ~~Employees who are required to appear for jury duty or subpoenaed to appear as a witness in a court proceeding on scheduled work days shall be paid their regular wages by the Authority.~~
- b. ~~District and justice courts will no longer pay for jury duty on the first and second day of appearance unless you are empanelled on a jury. Instead, they will give an "appearance" receipt to the person, which must be turned in to the Finance department. A routine leave request must be filled out and the appearance receipt (not the summons) must be attached. Routine leave requests are to be maintained in the department for a period of two years.~~
- e. ~~Employees are not required to turn in jury duty payment to the Finance Department. Any amount received from the court is considered income and must be reported as such. Please consult your tax preparer for how to handle on your personal tax return.~~
- d. ~~Employees are not required to work within 8 hours before the time they are required to appear for jury duty.~~
- e. ~~Employees assigned to shifts other than the day shift will, throughout the duration of their jury duty, be rescheduled to the day shift (day shift in this instance is court time).~~

FAMILY AND MEDICAL LEAVE

The Family and Medical Leave Act (FMLA) allows qualified employees to take up to 12 weeks of unpaid job protected leave either on a continuous, reduced schedule or intermittent (small amounts of time but no less than 15 minutes) basis.

All employees who have worked for the Authority for at least one year (total accumulated employment) and have worked a minimum of 1,250 hours in the 12 month preceding the leave request are eligible for Family and Medical Leave (FML).

Leave eligibility under the FMLA is calculated on a "rolling" 12-month period measured forward from the date of any prior FMLA leave taken by an employee.

Qualifying reasons for FML include:

- Employee's own serious health condition.
- To care for an immediate family member (spouse, including same sex spouses/domestic partners, child, parent or in loco parentis relationship) with a serious health condition.
- For the birth and care of a new-born child of the employee within one year of birth.
- Placement of a child with an employee for adoption or foster care.
- To care for an injured or ill service member (up to 26 weeks allowed).
For a covered family member's active duty or call to active duty in the U.S. armed forces.

Leave for the birth and care of a newborn or adopted child may be taken on an intermittent or reduced schedule basis with the approval of the senior executive in Human Resources.

FML can be taken on a continuous or intermittent basis totaling 12 weeks per 12-month period.

This may take the form of a reduced weekly work schedule or time off during normally scheduled work hours for medical appointments, treatment or a certified medical incapacity.

An employee taking intermittent leave for planned treatment that interferes with the Authority's business operation may be temporarily transferred to a position with equivalent pay, hours, benefits and conditions for the duration of the leave.

If the need for a leave of absence is foreseeable, employees must provide 30 days' prior written notice. If 30 days is not possible, employees must provide notice as soon as it is practical. Failure to provide notice may be grounds for delay of approval of the leave.

Exempt employees who take a partial day off due to intermittent leave and who do not have PTO available to cover the hours missed will have their salary reduced (docked) by the number of hours missed.

When both spouses are employed at the Authority, they are entitled to a combined total of 12 weeks of FML for:

1. The birth, adoption or foster care placement and in order to care for such child; or
2. To care for a parent with a serious health condition.

Each individual spouse is entitled to 12 weeks leave due to his or her own serious health condition or to care for the serious health condition of his or her child or spouse without counting the leave time taken by the other spouse.

During FML, health benefits for which the employee and his or her family are enrolled are maintained.

Employees who request FML for a qualifying reason involving a serious health issue are required to furnish medical certification. Certification forms are available through Human

Resources. The process is as follows:

- If an employee is experiencing absenteeism due to medical reasons or if the employee informs management of a health issue involving the employee or an immediate family member, the employee is to be sent to Human Resources as soon as possible for assistance.
- If the employee meets the eligibility requirements, the employee will work with Human Resources to begin the leave process.
- As required for certain types of leave, the employee must provide a release to Human Resources to initiate the return to work process. Human Resources will continue to work with the employee to determine whether he or she will be able to

return to work based on whether the employee can perform the essential functions of his or her job. Under no circumstances should an employee be permitted to return to work until Human Resources has received the required release and confirmed with the Department that the employee may return to work. The release should be submitted to Human Resources a few days before the employee is due back to work to ensure no lost work time for the employee.

WORKERS' COMPENSATION LEAVE

All employees will be covered by the provisions of the Nevada Industrial Insurance Act (Chapter 616 of the NRS) and the Nevada Occupational Disease Act (Chapter 617 of the NRS) that provide for payment of industrial accident benefits and compensation for partial and temporary total disability (TTD) arising from industrial injuries and occupational diseases.

Please contact Human Resources for questions or assistance.

AMERICANS WITH DISABILITIES ACT (ADA)

An employee who may be a qualified individual with a disability as defined by the ADA may request or be granted an accommodation of a leave of absence. This leave can be in the form of continuous or intermittent time away from work.

Employees who may be in need of leave from work should meet with Human Resources to discuss the issue and determine what action, if any, is needed. The accommodation process is interactive and it may take multiple communications between the Authority and the requesting individual and/or the employee's healthcare provider before a reasonable accommodation may be reached. Employees are expected to fully cooperate in the accommodation process, including making every effort to provide management with current medical information.

To certify the disability, the Authority may ask for documentation from the employee in order to assess leave requests submitted. The Authority may only communicate directly with an employee's medical provider if he or she signs a Health Insurance Portability and Accountability Act ("HIPPA") release of medical information form or to seek clarification, completion or authentication of previously received medical documents.

Any existing PTO will be taken concurrently with ADA leave.

Any employee who is on ADA leave for more than 30 (28 for employees covered by the CBA) consecutive days will be responsible as of the 31st day for reimbursing the Authority for the employee's insurance premium, the total long-term disability insurance premium, and the total dependent coverage insurance premium (if applicable) from that day forward.

MILITARY LEAVE

~~No overtime or shift differential will be paid for jury duty.~~

- f. ~~Employees are not required to work if their jury duty has lasted 4 hours or more on the day of jury duty, including time going to and from the courthouse. Those employees called as witnesses will report back to work when excused by the court.~~
- g. ~~The above provisions do not apply to employees who appear as a defendants or plaintiffs in criminal proceedings or to employees called or appearing as a party in civil proceedings unrelated to Authority business.~~

12.2 Military Leave

a. ~~Military leave will be granted in accordance with applicable state and federal law.~~ laws.
An employee who is inducted into or enlists in the Armed Forces of the United States or who performs active or inactive duty with the Armed Forces while a member of a ~~Reserve~~ reserve component will be granted a military leave of absence. An employee whose period of active service exceeds 15 working days will not receive his/her salary during the military leave.

b. ~~A reservist employee who is granted a military leave of absence, not exceeding 15 working days in any calendar year to perform active duty for training, will receive his/her base salary. Such military leave not exceeding 15 working days will be granted in addition to the employee's PTO.~~

Copies of military orders must be submitted to the supervisor and to payroll. Orders must be maintained by the supervisor according to the records management schedule. Military leave is paid as straight time and will not be counted as time worked for the purpose of computing overtime. During any week in which Military leave is exercised, the reservist employee shall not be required to work more than forty (40) hours, inclusive of hours devoted to military leave.

12.3 Family Leave

Family

EMPLOYEE LEAVES

There are two types of Employee Leave; Employee Medical Leave and Unpaid Time Off Leave. Employee Medical Leave and Unpaid Time Off Leave can be used for:

- Assisting employees with personal emergencies, that are not covered by other types of leave-will, or special requests
- Supplementing other types of leaves as needed
- Employees own illness or injury if the employee is not eligible for FML because he or she has not satisfied the initial eligibility requirements or has already exhausted the leave

Employee Medical Leave

An employee medical leave may be granted according for employees who have not satisfied the requirements for FML or ADA or have already exhausted the leave. One medical leave is allowed per rolling year.

Employee medical leave can either be triggered on the fourth shift away from work and is retroactive back to federal law, the first date of absence, in the instance of not being eligible for various other leaves, or could be applied immediately when a previous leave has been completed. A medical leave can be up to a maximum of 120 days (four consecutive months) in any 12-month rolling-year period.

Subsequently, the employee must be placed on long-term disability, PERS disability, PERS retirement or separated from employment with the Authority.

12.4—Employee medical leave is unpaid and any accrued PTO or comp time is to be taken concurrently.

Employees who are eligible for FML are not eligible to take employee medical leave as a substitute

leave to cover a medical condition that would otherwise qualify for FML.

Employee Unpaid Time Off Leave

Employees who have exhausted their paid time off (PTO), or comp time, may ask their supervisor for up to five consecutive shifts off without pay.

If an employee is in need of ~~Absence Without Pay~~ taking off six or more shifts, he or she would be eligible for an employee unpaid time off leave. All requested unpaid time off leaves must be approved by the senior executive in Human Resources.

a. Benefits

PTO will not accrue during LWOP and any unpaid leave of absence. All insurance premiums, if the employee wishes to continue coverage and is eligible, will be his/ or her responsibility pursuant to plan requirements.

b. Supervisors may issue, upon request of an employee, an LWOP for 5 days or less, providing no other appropriate leave is available or the employee has been refused a paid leave of absence (i.e., late or no show for scheduled shift).

c. LWOP for 6 days or more may be granted by the Vice President of Human Resources, upon recommendation of the employee's Senior Vice President, providing no other appropriate leave is available.

12.5 Bereavement Leave

a. _____

BEREAVEMENT LEAVE

Employees ~~who need to absent themselves from work for~~ requesting bereavement ~~and/or~~ leave to attend ~~the~~ funeral for designated family members ~~(as defined in Article 21)~~ will be granted a maximum of ~~4~~ four days of leave ~~(four consecutive calendar days leave with straight time pay. Paid for bargaining employee, four consecutive workdays for professional employee).~~ Should any paid holiday as set forth in Article 10 of the SEIU Collective Bargaining Agreement intervene during the aforementioned four-day Bereavement leave period, it shall still be deemed "consecutive" for purposes of this policy.

Bereavement leave must be taken in full-shift increments and used within 60 days of the death of the family member, unless waived by the senior executive in Human Resources.

Employee must be considered in paid status on all four days of the requested leave in order to be compensated for bereavement leave.

Designated family members include:

- Spouse or domestic partner registered with the state of Nevada.
- Children, stepchildren and grandchildre1;1.
- Brothers/sisters, half-brother, half-sister, and stepbrother/step sister.

JURY DUTY LEAVE

Employees who are required to appear for jury duty or subpoenaed to appear as a witness in a court proceeding on scheduled workdays shall be paid their regular wages by the LVCVA. The above provisions do not apply to employees who appear as defendants in criminal proceedings in a matter not related to the LVCVA or to employees called or appearing as a party in civil proceedings unrelated to LVCVA business.

Employees are not required to work within eight hours before the time they are required to appear for jury duty.

Employees assigned to shifts other than the day shift will, throughout the duration of their jury duty, be rescheduled to the day shift for the days they serve on the jury. No overtime or shift differential will be paid for jury duty.

Vice-President Employees are not required to work if jury duty lasts four hours or more on the day of Human Resources jury duty, including travel time to and from the courthouse. Those employees called as witnesses will report back to work when excused by the court.

Jury duty leave is straight-time pay and will not be counted as time worked for the purpose of computing overtime.

Article 13 LONGEVITY BONUS PROGRAM

13.1 – Eligibility

Bargaining unit employees hired ~~after January 12, 1999, on or before June 30, 2018~~ will receive longevity bonuses upon completion of 8 full years of creditable service.

~~Bargaining unit employees hired on or after July 1, 2018 are not eligible for longevity bonuses.~~

~~Bargaining unit employees hired on or after July 1, 2018, who are hired in at the Step 0 rate of pay, who progress through the Steps to the Step 8 rate of pay in no less than 8 years of service, and are therefore eligible for the Step 9 rate of pay, shall skip the Step 9 rate of pay and advance directly to the Step 10 rate of pay pursuant to the salary ranges attached as Appendix B, pursuant to Article 7 "Step Progression," 7.3 "Effective Date," provided all other Article 7 step progression requirements are met. Employees are entitled to advance in this manner one time only in their career pursuant to the provisions of this Article.~~

13.2 – Payment

- a. Longevity bonus will be paid annually, in a lump sum amount, on the first working day of the month in which it is due.
- b. Longevity bonus payments will be prorated, as adjusted, for employees terminated for any reason.
- c. Longevity bonus rates for eligible employees hired prior to July 1, 2018 will be paid at the rate of .59 of 1% of the base salary per year for each year of creditable service.

13.3 – Creditable Service for Longevity Bonus Computation

~~Computation for longevity bonus is as follows:~~

Creditable service includes:

- a. Employment with the Authority in paid status within the bargaining unit ~~with the Authority.~~
- b. Any period in which an employee is called into the active military service of the United States Armed Forces involuntarily ~~will be considered as creditable service for computation of longevity bonus pay.~~

~~13.4 – Non-Creditable Service for Longevity Bonus Computation~~

- a. ~~All days of unpaid status when the employee exceeds 14 working days of unpaid status during the employee's service year excluding approved FMLA and workers' comp leave.~~
- b. ~~Period or periods of service in the active military service of the United States Armed Forces in which the employee enlisted voluntarily for active service other than period of wartime or national emergency.~~

c. ~~Upon separation of employment.~~

c. Any period of an approved FMLA, Workers' Compensation, or ADA leave (ADA leave not to exceed 3 months).

13.4 – Rehired Employees

An employee's creditable service will terminate when the employee terminates employment for any reason, except in the situation where an employee is rehired within six (6) months after the effective date of termination, in which case the employee's previous creditable service shall be restored in its entirety.

Article 14

GROUP INSURANCE

14.1 – Coverage

Medical, dental, vision, and prescription coverage is provided via inter-local agreement with Clark County and HPN.

14.2 – Eligibility

- a. To be eligible for the medical, dental, vision and life insurance plans, employees must meet the necessary qualifying periods associated with the insurance plans.
- b. Any employee who is on an authorized non-FMLA LWOP status for more than 28 consecutive calendar days and subsequently remains on LWOP status will be responsible on the first day of the month following the 28-day period for reimbursing the Authority for all subsequent medical, life, and long-term disability insurance premiums paid on the employee's behalf, including coverage for eligible dependents.
- c. Failure of the employee to pay the amount(s) owed will result in cancellation of coverage(s) retroactive to the end of the last premium period paid. Premiums will be paid in whole-month increments and will not be prorated.

14.3 – Payment of Premium Cost

- a. The Authority will pay 100% of the premium cost of the health, vision, and dental insurance for employees and their dependents.
- b. If the Authority's health insurance premiums increase by 7.5% percent or more in any year of this agreement, the Authority and the Union will reopen ~~the agreement and~~ this article for negotiation of an employee contribution for dependent health insurance.

14.4 – Basic Life Insurance

The Authority will pay 100% of the premium cost of a group basic life insurance policy, providing to each employee an amount of coverage no less than \$15,000.

14.5 – Long-Term Disability Insurance

The Authority will provide long-term disability (LTD) insurance for employees. Employees must meet the qualifying requirements associated with the plan.

14.6 – Excess Premiums

- a. Should the Authority be unable to recover any excess premiums paid to an insurance carrier due to an employee's failure to notify the Authority of eligibility changes, the employee will be responsible for reimbursing the Authority for the excess amount.
- b. The employee is also subject to progressive disciplinary action.

Article 15

EDUCATIONAL ASSISTANCE

15.1 – Funds

Educational assistance will only be authorized if funds are available.

15.2 – Courses of Study

Educational assistance will be provided only for courses of study which are directly related to the employee's present job or which will enhance the employee's potential for advancement to a position within the Authority which he/she has a reasonable expectation of achieving. The courses or programs must be offered by accredited institutions of learning. The maximum tuition reimbursement will be determined by the lesser of the actual tuition cost at the undergraduate or graduate rate, as applicable, or the current University of Nevada Las Vegas regular graduation undergraduate or graduate rate. In no case will the authority Authority provide educational assistance beyond the master's degree level.

15.3 – Requirements

Other requirements for educational assistance include the following:

- a. only non-introductory employees are eligible;
- b. the employee must have completed one year of service;

15.4 – Requests

In order to guarantee reimbursement of education costs, requests for educational assistance must be approved prior to enrollment. Written requests will be submitted to the Vice President senior executive of Human Resources through the employee's section, department head, and senior vice president. The senior vice president will recommend either approval or disapproval of the request. The final decision will be made by the Vice President senior executive of Human Resources.

15.5 – Factors

In determining whether to approve a request for educational assistance, the section head, department head, senior vice president, and Vice President senior executive of Human Resources are directed to consider the following factors:

- a. the nature and purpose of the course of study;
- b. the benefits to be derived by the employee and the Authority;
- c. the level of responsibility and length of service of the employee; and
- d. the estimated cost.

15.6 – Reimbursable Costs

The amount of educational assistance paid by the Authority will be based upon the grade received for the course, as follows:

- a. For a grade of "A", 100% of reimbursable costs;

- b. For a grade of "B", 75% of reimbursable costs;
- c. For a grade of "C", 50% of reimbursable costs;
- d. For a successfully completed certificate course, or a "pass" on a pass/fail standard, 50% of reimbursable costs.

15.7 – Class Attendance

Class attendance and completion of study assignments will be accomplished outside of the employee's regular working hours. It is expected that educational activities will not interfere with the employee's work, and unsatisfactory job performance during enrollment may result in rejection of subsequent requests.

15.8 – Termination Prior to Completion

An employee who is terminated during enrollment due to a layoff or who is unable to complete the course due to a temporary reassignment within the Authority will be reimbursed for the full amount of the costs incurred. An employee who voluntarily leaves the Authority or is terminated ~~for cause~~ prior to completing a course will not be reimbursed for the expenses associated with the course.

15.9 – Completion of Course

Upon completion of the course, the employee will submit to the ~~Vice President~~ ~~senior executive~~ ~~of in~~ Human Resources a certified transcript of grades received and receipts for expenses incurred. The Authority will then reimburse the employee the applicable percentage of the cost of tuition, textbooks, registration, and laboratory and library fees.

15.10 – Repayment

If the employee voluntarily terminates ~~employment with~~ the Authority within 6 months of completion of the course, the employee must repay the full amount reimbursed by the Authority for educational assistance. If the employee voluntarily terminates ~~employment with~~ the Authority between 6 months and one year after completing the course, one half of the amount ~~will be~~ reimbursed ~~will be repaid by the employee~~.

15.11 – Records

Records will be maintained by Human Resources of all educational programs completed by each employee.

15.12 – Training

Training, other than educational assistance, required by the Authority in new work procedures or technology will be made available to all employees who are in the same classification and department. While staffing requirements may restrict the number of employees trained at any one time, the Authority will make sufficient plans to offer the training to all interested employees within the work area affected. It is recognized that the Skilled Craftsman, Service Worker, and certain other classifications contain distinct disciplines that will determine ~~to whom~~ ~~required~~ training ~~will be required~~.

15.13 – Job-Related Program

The Authority will bear the full cost of tuition and grant time off with full pay and benefits to any employee enrolled in any job-related program (i.e., educational, certification) that the employee is required to attend which is only available during ~~their~~the employee's normal work hours.

Article 17

HEALTH AND SAFETY

17.1 – Health and Safety Committee

- a. The Authority will establish and maintain Safety Committee(s) as required by NRS 618.383 and NAC 618.540. The Safety Committee(s) shall ~~be made up of~~include employee representatives from a cross section of classifications throughout the Authority ~~in that an equal number of committee representatives will be~~as selected by the ~~Union and the Authority employees.~~
- b. The Committee will submit in writing any consensus recommendations directed at enhancing the mutual goal of the Union and the Authority, to promote a safe work environment. Such recommendation will be forwarded to the department director and safety manager, who will respond in writing to the Committee within 14 working days of the Authority's disposition of the recommendations of the Committee.

17.2 – Laws

The Authority and its employees agree to comply with all local, state, and federal health and safety laws, regulations, and guidelines.

17.3 – Authority-Required Uniforms and Tools

Authority-required uniforms and tools will be provided at no cost to employees, except for firearms for Security personnel.

17.4 – Protective Devices

- a. Protective devices, wearing apparel, and other equipment such as safety shoes, coveralls, goggles, and hard hats determined by the Authority or appropriate governmental agency to be necessary for protection from accidents and health hazards will be provided by the Authority. Where such protective devices are required for the safety of employees, the employees must wear them while working or in the required area. Failure to do so will result in progressive disciplinary action.
- b. The Authority will provide a shoe allowance up to \$125 for employees required to wear safety shoes. Employees will receive an additional shoe allowance when their current shoes are rendered unserviceable. Employee will be required to demonstrate need for new shoes.
- c. However, the Authority may assess a fair charge to cover loss of uniforms and protective devices provided by the Authority under this section resulting from failure to exercise reasonable care or for willful destruction of such safety equipment or clothing. This does not include circumstances beyond the employee's control.

17.5 – Safe Working Conditions

- a. The Union will cooperate with the Authority in maintaining safe working conditions. In an effort to maintain this spirit of cooperation, any employee who believes a working condition or machinery to be unsafe must immediately inform his/her supervisor. Should the supervisor conclude that the working condition or equipment is safe and the employee insists to the contrary, the employee must notify the Safety manager or the Safety

Committee and the Union steward so that the matter will be brought to the attention of the manager for conclusive action.

- b. During the time of investigation, the employee may be reassigned to perform other duties.

17.6 – Special Examinations

If an employee performs duties which might jeopardize the safety of fellow employees, the employee for reasonable cause may be required to undergo special examinations from time to time at the Authority expense to see that he/she meets acceptable physical and mental standards.

Article 19 LAYOFF AND RECALL

In the event that the Board of Directors approves a reduction to the overall adopted budget, as recommended by management based on economic necessity, the Union and management will agree to meet and confer to discuss any/all possible options prior to the implementation of any layoff or furlough procedures.

19.1 – Order of Layoff

If it is determined that a layoff is necessary, employees will be laid off in the following order:

- a. Within classification, temporary, part-time, intermittent, and introductory employees will be laid off first.
- b. Unless a less senior employee possesses necessary skills and abilities unavailable from more senior employees, layoff will be in inverse order of seniority within the affected class, as determined by the ~~Vice President of~~ senior executive in Human Resources.

19.2 – Reassignments

- a. In order to avoid an actual layoff, the Authority may cause the reassignment, change of shifts, transfer, demotion or any combination thereof. In the event of a reassignment in lieu of a layoff, the least senior employee(s) in the classification(s) affected by a layoff will be reassigned.
- b. Under the provisions of this article, the assignment of an employee to a position within a classification will be at the discretion of the division Senior Vice President, in consultation with the ~~Vice President of~~ senior executive in Human Resources.

19.3 – Bumping Down

- a. Employees who are affected by layoff will have the right on a seniority basis to elect to bump down in the same section into a classification that the employee has completed an introductory period, provided the classification exists. For the purposes of this article, "section" is defined in the "Definitions" article of this Agreement.
- b. No employee will have the right to bump to a position in another section or to bump to a position of a higher salary grade than he/she currently fills.
- c. An employee who is bumping down will retain his/her salary, but will not exceed the top out salary of the classification. His/her anniversary date will not be adjusted.

19.4 – Notice

Prior to layoff, employees affected will be given at least 4 weeks written notification or 4 weeks' pay in lieu of such notice.

19.5 – Contract Out Work

The Authority will not contract out work to be performed in or about the Cashman Center or Las Vegas Convention Center, or any other facility or site under the jurisdiction of Authority Board of Directors, which is normally performed by current employees in order to effect or as a result of a layoff except as outlined below.

- a. With reference to the work being considered for contracting out, the employee on layoff does not possess the qualifications, skill and ability to perform the work;
- b. The contract work would be for a duration of less than 3 consecutive weeks;
- c. The work is emergency situations, such as utility failure, substantial structural damage or similar occurrences as determined by management.

19.6 – Recall List

- a. Any employee(s) demoted or laid off under this article will, based upon seniority, have his/her name placed on an appropriate recall list for a period of 12 months. Employee(s) on layoff will be notified by certified mail, return receipt requested, at his/her last known address and will within 10 days of attempt to deliver, respond affirmatively by certified mail or in person that he/she is accepting the offer of recall. Failure to respond will mean that the person has refused the offer of recall and the person will be removed from the recall list. The person must be available for work on the date established by the Authority.
- b. When positions become available in a class in a section, personnel who have been laid off or demoted in that class from that section will be recalled in inverse order of layoff. The order of recall will be:
 1. Employees who have been demoted as a result of this article based on the same criteria in Section 1b.
 2. Former (laid off) employees who held a position in the same class based on the same criteria in Section 1b.
- c. Upon return to work, the employee will receive an adjusted service and anniversary date if the layoff was for a period of 15 or more days and all benefits for which qualified will be reinstated relative to his/her adjusted service date.

Article 20

DISPUTE RESOLUTION

20.1 – Intent

It is the intent of this article to provide ~~a means an exclusive procedure~~ for the resolution of certain disputes between (an) employee(s) and the Authority and/or the Union and the Authority. ~~All employees~~The Union and ~~supervisory personnel~~the Authority should, however, make every possible effort to settle differences without making use of the procedure contained in ~~the following sections.~~this Article.

20.2 – Exclusions

Disputes specifically excluded ~~in by~~ other ~~articles~~Articles of this Agreement from the grievance ~~appeal~~ and arbitration procedure ~~set forth herein~~ will not be ~~construed as in the purview of this article.~~subject to the procedures set forth herein.

20.3 – AppealsDefinition of Grievance

~~All appeals by any employee covered by A~~ A grievance is any dispute or difference of opinion between the Union and the Authority involving the meaning, interpretation or application of this Agreement. Resolution of disputes relating to the meaning, interpretation or application of this Agreement will~~shall~~ be handled solely~~settled~~ in accordance with the terms of this Article. The procedures set forth in this article. The Authority recognizes its obligation to provide to the Union, and the Union's right to request, all relevant documents (reports, statements, etc.) utilized in any written disciplinary proceedings undertaken by the Authority directed at an employee. Such documents will be provided to the Union as soon as practical following, but no later than 5 working days' receipt of the appeal request under the terms of this article.

20.4 – Personnel File

~~Upon written request or authorization by an employee involved in a hearing, the employee's attorney or Union representative may obtain, at his/her expense, data that are necessary in preparation of an appeal or grievance from the personnel file of the employee. The Authority will recognize the right of the Union to~~ Article shall be the exclusive representation of employees, unless it receives written notice from the Union giving up its right to do so.

20.5 – NERC

~~It is recognized by the Authority and the Union that matters within the jurisdiction of the Nevada Equal Rights Commission (NERC) may be concurrently within the jurisdiction of this article of the Agreement. It is agreed that an employee who has a complaint within the jurisdiction of NERC and this article must make an election to pursue one remedy or the other, not both. A complaint filed with NERC, pursuant to NRS 233.160, or an appeal, a grievance, request for hearing or review pursuant to this article will constitute the election of the employee to exclusively pursue either NERC or the remedies of this article.~~

20.6 – Discipline

~~No employee who has satisfactorily completed his/her introductory period may be disciplined without just cause.~~

20.7 – Union Representation at Disciplinary Meetings

The Authority hereby agrees that it will honor a request by an employee for Union representation where the subject matter of the meeting involves the actual discipline of that employee, or if the subject matter of the meeting evolves during the meeting, any such that discipline will be imposed on that employee. The employee is responsible for contacting a representative in a timely manner. Lack of timely response by the representative is not grounds for delaying or postponing the meeting. Supervisors shall give employees 24 hours or as much notice as practical of a planned disciplinary meeting so the employee may contact a chief steward to coordinate representation in a timely manner. dispute.

20.4 – Presentation of Grievances and Responses

All grievances presented in accordance with this Article shall set forth: 1) the facts giving rise to the grievance; 2) the provision(s) of the Agreement, if any, alleged to have been violated; 3) the name(s) of the aggrieved employee(s); and 4) the remedy sought. All grievances shall be signed and dated by the employee and/or his/her Union representative. Any grievance not satisfying these requirements will be dismissed by the Authority, but the Union shall have five (5) working days to correct any deficiencies within the grievance following notification of the deficiency by the Authority. All written responses submitted by the Authority shall be signed and dated, including electronically, by the appropriate Authority representative.

20.5 – 20.8 – Investigation

- a. ~~When an allegation is made against an employee or when the Authority receives an allegation against an employee and determines an investigation is warranted, the Authority may decide that it is in the employee's and/or Authority's best interest to suspend the employee pending investigation.~~
- b. ~~Any employee who is the subject of an investigation or is involved in any investigation in any capacity shall be notified by the Authority at least 24 hours prior to appearing at any investigatory meeting/hearing. The Union and management agree certain incidents may require an immediate investigatory meeting.~~
- c. ~~Any employee suspended during an investigation will be entitled to use earned PTO. If the Authority finds that there was no violation, the employee will be reimbursed for whatever earned PTO he/she used during the investigation. If the investigation takes longer than 5 working days, defined as Monday through Friday, excluding holidays, the Authority will place the employee on paid administrative leave.~~

20.9 – Rebuttal to Verbal and Written Warning

- a. ~~As soon as practical, but no later than 10 working days of receipt of a verbal or written warning, an employee who believes the warning is not based on just cause may submit a rebuttal to Human Resources explaining in detail why he/she believes the warning lacks just cause. Such rebuttal will be attached to the warning and a copy forwarded to the supervisor.~~
- b. ~~In such event that an employee receives subsequent discipline in the form of suspension, demotion, or termination, the hearing officer will have jurisdiction and will accept testimony and evidence from the parties regarding whether the warning was for just cause.~~
- c. Review Of Written Warnings/Reprimand

— The Union and the Authority agree that the employee management review committee (EMRC) may be used for the purpose of reviewing the validity of a written warning/reprimand.

20.10 – Procedure for Suspension and Demotion Appeals

a. — The Authority and the Union agree to the following exclusive procedure of presenting and adjusting suspension and demotion appeals which must be processed in accordance with the following steps, time limits, and conditions:

— Step 1: The appeal will be submitted in writing on a form mutually agreed to by both parties to the Vice President of Human Resources within 7 days of employee's suspension or demotion.

— Step 2: A Vice President from a division other than that of the employee's will, within 7 days after receipt of the written appeal, meet jointly with the aggrieved employee, the Union, and a member of the employee's management. Within 3 days following the meeting, the Vice President will issue a written decision for disposition of the appeal.

— Step 3: Such decision will be final unless the employee files a written request within 7 days to the Vice President of Human Resources for a review before an arbitrator.

b. — The arbitrator will conduct an informal proceeding as soon as possible after receiving the request on a date mutually agreeable to both parties. The arbitrator will file a decision with the Vice President of Human Resources and the Executive Director of the Union within 7 days that the action be upheld, modified, or reversed. The decision of the arbitrator will be final and binding on both parties.

20.11 – Suspension Pending Termination

An employee who is to be terminated from the Authority will first be issued a written statement setting forth the charges upon which the proposed termination is based. The written statement will be in the form of a Suspension Pending Termination (SPT) Performance Improvement Notice (PIN).

20.12 – Pre Termination/Hearing

a. — Upon written request, the employee will be provided the opportunity of an informal pre-termination hearing. If the Authority chooses to remove the employee from the worksite prior to the pre-termination hearing, the employee will be entitled to use any earned PTO he or she has accrued. If the employee is returned to work, he/she will be reimbursed for any PTO used.

b. — The pre-termination hearing must be processed in accordance with the following steps, time limits, and conditions:

— Step 1. The employee who has been recommended for termination will have 7 days, not including the day of receipt of notice recommending termination, to submit a written request to the Vice President of Human Resources. The pre-termination hearing officer will be Vice President from a division other than the employee. If desired by the employee, a Union representative may attend the pre-termination hearing, consistent with the Union's exclusive right to represent employees as referenced in Section 4 of this

article. The employee will notify the Vice President of Human Resources in writing of the name and address of his/her representative.

Step 2. The employee who has made a timely written request of a pre-termination hearing will be given at least 3 days' notice prior to the hearing, which must be held within 7 days of the employee's request, unless extended by mutual agreement. The notice will include the time and location of the pre-termination hearing.

c. Failure on the part of the employee to submit a written request for a pre-termination hearing or to appear at the scheduled pre-termination hearing will serve as a waiver of the procedure. The hearing will not follow formal rules of evidence and will be conducted in an informal manner. The hearing will be conducted by the pre-termination hearing officer. Management's representative will explain the charges against the employee and supporting evidence. The employee will be provided the opportunity to respond to all specified charges.

Step 3. The pre-termination hearing officer will render a decision in writing within 3 days and forward it to the employee, the employee's representative, and the Vice President of Human Resources.

Step 4. The hearing officer may uphold, rescind, and/or impose discipline in lieu of termination.

d. If the hearing officer rescinds the termination recommendation, the employee will be reinstated and reimbursed for whatever PTO he/she used.

e. If the hearing officer upholds the termination recommendation, the employee is terminated as of that date.

20.13 — Termination

An employee who is terminated will be afforded the opportunity for a post-termination hearing. The following procedure applies for processing a post-termination hearing:

Step 1: An employee who is terminated will have up to 7 days from receipt of the pre-termination hearing officer's decision to appeal the decision.

Step 2: Once the Union and Authority representatives agree upon an Arbitrator, he/she will schedule and conduct the post-termination or grievance hearing on a date agreeable to both parties.

Step 3: He/she will render his/her decision and file a copy with the Vice President of Human Resources and the Executive Director of the Union. The arbitrator may deny the appeal or modify or reverse the decision. If the terminated employee is reinstated as a result of this appeal, he/she may be granted back pay and allowances as determined by the arbitrator.

20.14 — Time Limitations

The time limitations set forth in this Article and/or mutually-agreed upon time extensions in writing, are the essence of this Agreement. No grievances shall be accepted by the Authority unless they are submitted or appealed within the time limits set forth in Article 20.7 of this Agreement. If a grievance is not submitted in a timely manner, it shall be deemed waived. If

the Authority fails to respond within the time limits set forth in Article 20.7 of this Agreement, the grievance shall automatically be considered sustained in all respects and the remedy will be promptly implemented. If mutually agreed, either party may request in writing a waiver of the time limitations set forth in this Article.

20.6 – Employee's Responsibility to Work

Unless illegal, immoral, or unsafe, the employee has the obligation to work as assigned and then grieve the assignment at a later date.

20.7 – Grievance Procedure

STEP 1: Written Grievance to Human Resources

The employee and/or the Union representative, no later than ten (10) working days from the date the employee and/or Union knew or should have known of the events giving rise to the grievance, must submit the written grievance to Human Resources. The Chief Human Resources Officer shall designate the individual to respond to the grievance and said individual shall give his or her written answer to the grievance within ten (10) working days of receipt of the grievance. If the grievance is not resolved at this level, it may proceed to Step 2.

STEP 2: Written Grievance to Chief Human Resources Officer or Designee

If the grievance is not resolved at Step 1, the employee and/or the Union representative, no later than ten (10) working days after receipt of the Step 1 written response (as indicated by the Human Resources Department's time/date stamp), may advance the written grievance to the Chief Human Resources Officer or his/her designee. No later than ten (10) working days after receipt of said written notice, the Chief Human Resources Officer or his/her designee shall meet with the employee and/or Union representative. The Chief Human Resources Officer or his/her designee shall give a written response to the grievance within ten (10) working days after such meeting, which response shall be final and binding on the employee, the Union and the Authority, unless it is appealed in a timely manner to Step 3.

STEP 3: Appeal to Arbitration

a. — Any grievance that has been properly processed in a timely manner through the grievance procedure and has not been resolved at the conclusion of Step 2, may be appealed to arbitration by the Union, by serving the Authority with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Article within ten (10) working days (as indicated by the Human Resources Department's time/date stamp) after receipt of the written response of the Authority at Step 2 of the grievance procedure shall constitute a waiver of the Union's right to appeal to arbitration, and the written response of the Authority at Step 2 of the grievance procedure shall be final and binding on the employee, the Union and the Authority.

20.8 - Mediation

Prior to invoking arbitration, the parties by mutual agreement may agree to submit any dispute to mediation. The mediator may be selected from ~~FMCS~~the Federal Mediation and Conciliation Service ("FMCS") or other mutually agreed upon third party.

b. — When necessary 20.9 – Selection of Arbitrators

An arbitrator will be selected by mutual agreement of both parties. If the parties are unable to mutually agree, the parties will jointly request the ~~Federal Mediation and Conciliation Service (FMCS)~~, to furnish a panel of seven (7) arbitrators from which an arbitrator will be selected. The parties agree that as much as practical, local arbitrators ~~will be selected. Should arriving at 7 be~~

difficult, then the parties can also utilize the Triple A to form members of this panel who are members of the National Academy of Arbitrators will be selected. The selection will be accomplished by the Union first, and the Authority next, each striking one name from the list in turn until only one name remains. Each party will have the right to reject one panel of arbitrators. If the FMCS panel of arbitrators is rejected, the parties will jointly request the American Arbitration Association to furnish a panel and selection will be accomplished in the manner stated above. Both parties will make every effort to mutually set forth the issue(s) to be arbitrated in advance of the arbitration hearing date.

c. — An arbitrator will be selected by mutual agreement of both parties. The fees of the arbitrator will be borne equally by both parties. The parties agree to ensure that hearings held pursuant to this article will be scheduled in an expeditious manner and not be unduly delayed.

d. — Arbitration proceedings held pursuant to this article will consider the incident and the discipline in terms of severity of the action, evidence of progressive discipline and appropriateness of the disciplinary action. The Union recognizes the need for more severe initial disciplinary action in the event of major violation of established rules, regulations, or policies of the Authority or operating departments. The decision to uphold the disciplinary action will be based on the reasonableness of the discipline imposed by the supervisor in response to the actions taken or not taken by the employee.

e. — Formal rules of evidence will not be followed in arbitration proceedings. The Hearing Officer will be the judge of the relevancy and materiality of the evidence offered.

f. — 20.10 – Arbitrator's Jurisdiction

— The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the Authority. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate, wage structure, or new position. The arbitrator shall not hear or decide more than one issue/grievance without the mutual consent of the Authority and the Union. The written award of the arbitrator on the merits of any issue adjudicated within his/her jurisdiction and authority shall be final and binding on the employee, the Union, and the Authority.

g. — 20.11 – Fees and Expenses of Arbitrator

— All fees and expenses of the arbitrator, court reporter, original transcript and hearing room shall be equally borne by the Authority and the Union. The cost of the court reporter shall be borne by the party ordering a court reporter; provided, however, if both parties seek a transcript, then the cost of the court reporter shall be borne equally by the parties.

h. — ~~The decision of the arbitrator will be final and binding on all parties, as long as the arbitrator does not exceed his/her authority set forth in this article, and as long as the arbitrator performs his/her functions in accordance with the case law regarding labor arbitration, the provisions of the U.S. Uniform Arbitration Act, and where applicable, the NRS.~~

20.15 — Grievance

~~For the purpose of this Agreement, a grievance is defined as a dispute between (an) employee(s) and/or the Union and Authority over the interpretation or application of the express terms of this Agreement.~~

~~Step 1. An employee, or the Union on behalf of an employee who believes that he/she has a grievance relating to the interpretation and application of the express terms of the Agreement, will submit a written request within 10 days of the date the employee knew or should have known of the violation to the Vice President of Human Resources. In most cases, grievances will be resolved by the Vice President of Human Resources.~~

~~Step 2. If not, the employee or Union representative acting on behalf of the employee will make a request in writing to the Vice President of Human Resources for arbitration of the grievance. The Vice President of Human Resources will coordinate the selection of an arbitrator with the Union field representative within 7 days of receipt of the request.~~

~~Step 3. Once the Union and Authority representatives agree upon an arbitrator, he/she will schedule and conduct the grievance hearing on a date agreeable to both parties. If the grievance is upheld, the result will be as determined by the arbitrator and the remedy (if any) will be promptly implemented.~~

20.16 — Appeal/Grievance Time Limitation

~~a. — An appeal or grievance will be considered abandoned if not filed and processed by the employee or the Union on behalf of the employee, in accordance with the time limitation set forth in this article.~~

~~b. — Failure on the part of the Authority to respond to an appeal or grievance in accordance with the time limitations set forth in this article will result in the appeal or grievance being sustained in all respects and the remedy requested will be promptly implemented. If mutually agreed, either party may request in writing a waiver of the time limitations set forth in this article.~~

Article 21

CORRECTIVE ACTION AND DISCIPLINE

21.1 – Just Cause

No employee who has satisfactorily completed his/her introductory period may be disciplined without just cause.

21.2 – Coaching and/or Counseling

The Authority endeavors to follow progressive discipline. In certain circumstances, however, the Authority may coach and/or counsel an employee for the purpose of addressing performance and/or conduct issues at the earliest possible opportunity to maximize opportunities for improvement. Coaching and/or counseling are not considered discipline and are not subject to the provisions of Article 20.

21.3 – Progressive Discipline

The parties agree to follow progressive discipline; however, the Union recognizes the need for more severe disciplinary action in the event of a major violation of established rules, regulations or policies. Progressive discipline includes:

- Verbal Warning/Performance Improvement Notice ("PIN")
- Written Warning/PIN
- Suspension Without Pay (up to 3 days)
- Final Suspension without Pay
- Termination

Progressive discipline for attendance-related issues will be tracked separately from discipline for other employee infractions.

21.4 – Duty to Furnish Disciplinary Documents

The Authority recognizes its obligation to provide to the Union, and the Union's right to request in writing, all relevant documents (i.e., reports, statements, etc.) utilized in any disciplinary proceedings undertaken by the Authority directed to an employee. Such documents will be provided to the Union as soon as practicable following the Union's written request, but no later than five (5) working days, unless otherwise agreed to by the Union and the Authority.

21.5 – Personnel File

Upon written request or authorization by an employee, the employee's attorney or Union representative may obtain, at his/her expense, data/documents that are necessary in preparation of an appeal or grievance from the personnel file of the employee. The permanent file which is maintained in the Human Resources Department is recognized as the employee's "personnel file" for the purpose of this Agreement. The Authority will recognize the right of the Union to exclusively represent employees covered by this Agreement, unless it receives written notice from the Union giving up its right to do so.

21.6 – Disciplinary Meetings

The Authority hereby agrees that it will honor a request by an employee for Union representation where the subject matter of the meeting involves the actual discipline of that employee. The employee is responsible for contacting a representative in a timely manner. Lack of timely response by the representative is not grounds for delaying or postponing the meeting. The Authority shall give employees at least 24 hours notice of a planned disciplinary meeting so the employee can have a representative present.

21.7 – Investigations

- a. When an allegation is made against an employee or when the Authority receives an allegation against an employee and determines an investigation is warranted, the Authority may decide that it is in the employee's and/or Authority's best interest to suspend the employee pending investigation.
- b. Any employee who is the subject of an investigation or is involved in any investigation in any capacity shall be notified by the Authority up to 24 hours prior to appearing at any investigatory meeting. The Union and the Authority agree certain issues/incidents may require an immediate investigatory meeting. The employee shall be entitled to a representative and is responsible for contacting a representative in a timely manner. The Authority may also assist in securing a representative for the employee.
- c. Any employee suspended pending investigation will be entitled to use earned PTO. If the Authority finds that there was no violation, the employee will be reimbursed for whatever earned PTO he/she used during the suspension pending investigation. If the investigation takes longer than five (5) working days, defined as Monday through Friday, excluding holidays, the Authority will place the employee on paid administrative leave.
- d. Documentation relating to investigations of allegations which do not result in corrective or disciplinary action will not become part of the employee's personnel record under any circumstances, and will not be used or referenced in any disciplinary proceeding.
- e. The Authority's current policy regarding the confidentiality of employee records will be applied to any investigatory documents concerning an employee, except as may otherwise be required by applicable state, federal or local laws, regulations or ordinances.

21.8 – Rebuttal to and Review of Verbal and/or Written Warning

- a. As soon as practical, but no later than ten (10) working days of receipt of a verbal or written warning, an employee who believes the warning is not based on just cause may submit a rebuttal to the Authority's Human Resources Department explaining in detail why he/she believes the warning lacks just cause. Such rebuttal will be attached to the warning and a copy forwarded to the employee's Department Head.
- b. The Union and the Authority agree that the employee management review committee (EMRC) may be used for the purpose of reviewing the validity of a verbal or written warning.
- c. An employee may submit a grievance concerning a verbal or written warning in accordance with the grievance procedure set forth in Article. 20.7. A decision at Step 2 of

the grievance procedure shall be final and binding on the employee, the Union and the Authority. Verbal and written warnings are excluded from the mediation and arbitration provisions of Article 20 of this Agreement.

21.9 – Suspension and Demotion Appeals

An employee's challenge of a suspension or demotion decision shall be processed in accordance with the grievance procedure set forth in Article 20.7 of this Agreement.

21.10 – Suspension Pending Termination

An employee who has satisfactorily completed his/her introductory period and is recommended for termination from the Authority will first be issued a written statement setting forth the charges upon which the proposed termination is based. The written statement will be in the form of a Suspension Pending Termination (SPT) Performance Improvement Notice (PIN).

21.11 – Pre-Termination Hearing

- a. Prior to the termination of any employee who has satisfactorily completed his/her introductory period, the Authority shall conduct an informal pre-termination hearing. If the Authority chooses to remove the employee from the worksite prior to the pre-termination hearing, the employee will be entitled to use any earned PTO he/she has accrued. If the employee is returned to work, he/she will be reimbursed for any PTO used.
- b. The pre-termination hearing will be conducted in accordance with the following steps, time limits, and conditions:

Step 1. The pre-termination hearing shall be conducted within ten (10) working days (unless otherwise extended by mutual agreement) following the date of the employee's receipt of notice recommending termination before a hearing officer who shall be a Vice President from a division other than the employee's. If desired by the employee, a Union representative may attend the pre-termination hearing, consistent with the Union's exclusive right to represent covered employees under this Agreement. The employee will notify the Chief Human Resources Officer in writing of the name and address of his/her representative.

Step 2. The employee shall be given at least three (3) working days' notice prior to the hearing, which notice will include the time and location of the pre-termination hearing. The hearing will not follow formal rules of evidence and will be conducted in an informal manner. The hearing will be conducted by the hearing officer. Management's representative will explain the charges against the employee and supporting evidence. The employee will be provided the opportunity to respond to all specified charges.

Step 3. The pre-termination hearing officer will render a reasoned decision in writing within five (5) working days and forward it to the employee, the employee's representative, and the Chief Human Resources Officer.

Step 4. The hearing officer may uphold or rescind the recommendation for termination, and/or impose other discipline in lieu of termination.

- c. If the hearing officer rescinds the termination recommendation, the employee will be reinstated and reimbursed for any PTO he/she used while removed from the worksite pending the pre-termination hearing.
- d. If the hearing officer upholds the termination recommendation, the employee is terminated as of that date.

21.12 – Termination Appeals

An employee who is terminated may, within ten (10) working days from receipt of the pre-termination hearing officer's decision, appeal the decision to arbitration in accordance with Article 20.7 of this Agreement.

21.13 – Removal of Discipline From Employee Personnel File

Disciplinary documents, unless otherwise specifically excluded, are subject to removal from an employee's personnel file, upon written request of an employee to Human Resources, after eighteen (18) months from date of issuance. Disciplinary documents removed from an employee's personnel file shall be considered null and void and will not be used in future disciplinary matters. Discipline related to physical attacks, workplace violence, and/or harassment/discrimination is not subject to removal from an employee's file.

Article 2-22

DEFINITIONS

Unless the context otherwise requires, the words and terms used in this Agreement will have the meanings ascribed to them below. Any words or terms not ascribed below will be interpreted in their context as appears in this Agreement and, if no context is apparent, will be given their plain and ordinary meaning.

Adjusted Service Date. An employee's date of service, adjusted to account for occasions when an employee accumulates 120 hours (15 days) or more of non-FMLA leave in an unpaid status in a service year. This does not apply to time lost due to furlough.

Administrative Employee (as defined by NRS 288.025). Any employee whose primary duties consist of work directly related to management policies, who customarily exercises discretion and independent judgment and regularly assists an executive. In addition, it includes the chief administrative officer, his deputy and immediate assistants, department heads, their deputies and immediate assistants, attorneys, appointed officials and others who are primarily responsible for formulating and administering management policy and programs.

Anniversary/Service Date. ~~Date of~~ The date on which an employee commences full-time employment in a classification full-time budgeted position and continuing until separation from the Authority employment, minus any ~~breaks~~ break in service, unless otherwise delineated in the Agreement.

Break in Service. Those periods of absence of 15 days or more during which an employee is not in pay status and ineligible to accrue PTO and other benefits, unless otherwise delineated in the Agreement.

Call-In/Call-Back. Call back pay is defined as compensation earned for returning to his/her work site for duty after the employee has completed his/her shift, departed from the work site, and is off duty for a period of time and is requested to return to his/her work site with less than 12 hours' notice.

Classification. An Authority position/job title.

Confidential Employee (NRS 288. ~~1706a~~-170(6a)). An employee occupying a position which by who is involved in the nature of its duties has access to decisions of management affecting ~~employee relations~~ collective bargaining and has been designated as confidential by the Authority. In addition, to those employees designated as "Administrative," it includes employees occupying positions in the ~~Executive Division~~ General Government, Information Technology, Payroll, and some Security personnel. Confidential employees are not covered by this Agreement.

Demotion. The movement of an employee from one classification to another classification with a lower salary range.

~~Classification.~~ ~~An Authority position/job title.~~

Day. Working day – Monday through Friday.

Department. A department is the second level of organization below division level. The levels are (1) division, (2) department, (3) section, and (4) section unit.

Division. ~~A division is the highest level of organization within the Authority.~~ **The Authority comprises three divisions: Executive, Marketing, and Operations.**

Designated Family Member. Employee's spouse, domestic partner registered with the state of Nevada, brother, sister, half-brother, half-sister, parents, children, step-parents, step-brother, step-sister, step-children, step-grandchildren, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents in-law, grandparents, and step grandparents.

Division. A division is the highest level of organization within the Authority. **Intermittent. —An employee with no set schedule or a guarantee of hours for an undetermined period of time, not to exceed 1,040 hours per fiscal year.**

The Authority comprises three divisions: General Government, Marketing, and Operations.

Full-time Employee. One who is hired to fill a budgeted position.

Introductory Employee. One who is hired to fill a budgeted position, but has not completed the **6-month** introductory period. Introductory employees are considered "at will" employees and are not subject to the provisions of Article 20 of the Agreement. The introductory period for non-supervisory employees is six months. The introductory period for supervisory employees is one year.

Lateral Transfer. A change in an employee's position from one classification to another of the same pay grade/range based on qualifications.

On-Call. An employee not employed in a budgeted position, working variable hours not to exceed 1,040 hours per fiscal year.

Part-time. An employee who is regularly scheduled to work in a set schedule fewer than 30 hours per week, not to exceed 1,040 hours per fiscal year.

Phone Contact. When an off duty employee is called for consultation via the telephone or any other method and the employee assists the LVCVAAuthority when they are on the phone, each call is considered time worked and is paid minute for minute. Minutes will be totaled per pay period and, if necessary, rounded up or down to the nearest quarter hour.

Progressive Discipline **is defined as to include written reprimand, subsequent written reprimand(s), suspension, demotion, and termination.** Includes Verbal Warning/Performance Improvement Notice ("PIN"), Written Warning/PIN, Suspension Without Pay (up to 3 days), Final Suspension without Pay, and Termination.

Promotion. A change in an employee's position from one classification to another of a higher pay grade/range that creates a vacancy.

Qualifying Period. A period of time, not to exceed six (6) months, following an employee's transfer, promotion, or demotion during which an employee's suitability for the position is evaluated.

Review Committee. Composed of (1) a Vice President from a division other than the employee's, (2) the ~~Vice President~~Senior Executive of Human Resources or designee, (3) the Chief Steward, and (4) a steward or their designee by submitting a written request to the ~~Vice President~~Senior Executive of Human Resources. (*Review Committee's purpose is outlined in Article 7.*)

Seasonal. An employee who is hired for a limited period of time for seasonal positions, regardless of number of hours worked per week, not to exceed 1,040 hours per fiscal year.
Section. A section is the third level of organization within the Authority below division level. The levels are (1) division, (2) department, (3) section, and (4) section unit.

Section Unit. A section unit is the fourth level of organization within the Authority below section level. The levels are (1) division, (2) department, (3) section, and (4) section unit.

Seniority.

- a. Authority Seniority. The amount of an employee's continuous length of employment with the Las Vegas Convention and Visitors Authority. If an employee separates employment from the Authority and is subsequently rehired, the new hire date will be the employee's new Authority seniority date.
- b. Classification Seniority. ~~Classification seniority~~The amount of an employee's length of employment within a particular classification. Any time spent outside a classification in excess of a qualifying period will result in a new classification seniority date upon the employee's return to the classification, unless the return to a previously-held classification is at the direction of the Authority based solely on Authority business or operational needs.
- c. New hireIntroductory employees have no seniority rights. At the successful conclusion of the introductory period, the length of continuous employment will be recorded as the original date of hire.
- d. Employees accrue seniority during all paid leave time.
- e. An employee loses seniority under the following conditions:
 - (1) When he/she ~~terminates~~is separated from employment either voluntarily or involuntarily.
 - (2) When he/she is ~~discharged for just cause.~~
 - ~~(3) When he/she is~~ removed from a recall list.
- f. If two or more eligible employees have identical seniority levels, preference will be given based onto the ~~last 4 digits of the employee's Social Security number~~employee with the ~~smaller number being first.~~

Service Date. ~~The earlier date on which an employee commences full-and time employment in a full-time budgeted position and continuing until separation from the Authority employment, minus any breaks in service.~~of application for the classification as reflected in the application system.

Shift. An employee's scheduled period of work.

~~Adjusted Service Date. If an employee accumulates 120 hours (15 days) or more of non-FMLA leave without pay in a service year, his/her service date will be adjusted. This does not apply to time lost due to furlough.~~

Shift Change. A change ~~in position within a classification~~ that may affect starting and stopping times, scheduled days off, and/or work location of an employee.

Shift Differential. The premium authorized to be paid to an employee above his/her regular straight-time hourly rate of pay for working a regularly scheduled shift other than a day shift. Shift differential will be paid on PTO and holidays, but will not be paid on buy out at the time of separation from the Authority.

Standby. Time in which an employee is required by the department head or designee to be available by telephone or required to carry a radio or cellular phone and be within one hour response capability so that he/she may immediately respond to any calls received.

Temporary. An employee hired to work for a limited period to fill a vacancy until normal hiring practices and procedures can be completed or to supplement the regular work force, even though no authorized position vacancy exists, and not to exceed 1,040 hours per fiscal year.

~~Transfer (Lateral). A change in an employee's position from one classification to another of the same pay grade/range based on qualifications.~~

Appendix A
LVCVA Bargaining Unit Classifications
EMPLOYEES

Title	Grade
<u>A/V Technician.....</u>	<u>20</u>
Accounting Specialist.....	16
Accounting Technician.....	20
Administrative Specialist.....	13
Building Engineer.....	20
<u>Copy Center Business Services Specialist</u>	<u>14</u>
<u>16</u>	
<u>Carpenter.....</u>	<u>20</u>
Custodian.....	9
Damage Assessment Technician.....	20
<u>Database Marketing Coordinator.....</u>	<u>16</u>
Distribution Center Specialist.....	16
Electrician.....	20
<u>Exterior Engineer.....</u>	<u>20</u>
Facility Support Technician.....	20
Fire Prevention Coordinator.....	25
<u>Fire Prevention Technician.....</u>	<u>22</u>
Graphics Technician.....	20
Groundskeeper.....	17
HVAC Technician.....	20
<u>Lead Accounting Technician.....</u>	<u>22</u>
Life Systems Coordinator.....	25
Mail Clerk.....	12
<u>Mail Room/Copy Center Coordinator.....</u>	<u>20</u>
<u>Mechanic.....</u>	<u>20</u>
<u>Mechanic-Welder.....</u>	<u>20</u>
Perimeter Security Officer.....	9
Photographer.....	18
<u>Plumber.....</u>	<u>20</u>
Purchasing Assistant.....	18
Carpenter.....	20
<u>Communications Technician.....</u>	<u>20</u>
Electrician.....	20
HVAC Technician.....	20
Mechanic.....	20
Mechanic-Welder.....	20

Painter	20
Plumber	20
Secretary	16
Security Dispatcher	15
Security Officer	17
Service Worker	14
Services Support Technician	16
Video Specialist	18
Visitor Information Clerk	13
Visitor Information Specialist	13

Appendix A
LVCVA Bargaining Unit Classifications
SUPERVISORS

Title	Grade
<u>A/V Supervisor</u>	<u>25</u>
Building Engineer Supervisor	25
<u>Communications Supervisor</u>	<u>25</u>
Engineering Assistant Supervisor	22
Engineering Maintenance Supervisor	25
<u>Exterior Engineer Supervisor</u>	<u>25</u>
Facility Support Supervisor	25
Graphics Supervisor	25
Grounds Supervisor	22
<u>Lead Photographer</u>	<u>20</u>
Perimeter Security Supervisor.....	14
Electrician Supervisor	25
HVAC Supervisor.....	25
Mechanic-Welder Supervisor	25
Plumber Supervisor.....	25
Security Sergeant	22
Services Supervisor	22

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY
BOARD OF DIRECTORS' MEETING
AGENDA DOCUMENTATION**

MEETING DATE:	JULY 10, 2018	ITEM NO.	9
TO:	BOARD OF DIRECTORS		
FROM:	LUKE PUSCHNIG LEGAL COUNSEL		
SUBJECT:	INSURANCE COVERAGE AND PREMIUM – FY 2019 GENERAL LIABILITY, PROPERTY, EXCESS WORKERS COMPENSATION INSURANCE		

RECOMMENDATION

Staff is requesting the Board of Directors: 1) Approve the expenditure of an estimated amount of \$970,819 for various insurance policies for fiscal year (FY) 2019; 2) Authorize Legal Counsel to execute the appropriate documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available general funds.

For possible action.

FISCAL IMPACT

FY 2019: \$970,819 Estimated expenditure

BOARD ACTION:	
----------------------	--



**ROSSI RALENKOTTER
CHIEF EXECUTIVE OFFICER**



**STEVE HILL
PRESIDENT/COO**

PURPOSE AND BACKGROUND

This is the annual insurance coverage authorization for FY 2019. Please see attached insurance coverage report and Premium Recap & Comparison. The most significant changes to the required insurance coverage when compared to the coverage for last year are:

- Slight increase in property insurance premium (\$14,760 or around 4%) and the elimination of the FM Global membership credit (\$39,852 in FY 2018) primarily because of the damage caused by the three U.S. hurricanes last year. FM Global has however given the LVCVA a \$10,000 credit for “risk improvement”.
- Slight increase in liability premium because of auto claims and claims related to the water damage and power outage during the CES tradeshow.
- Proposed net premiums in the primary policies show an increase in the amount of \$47,278 almost all related to the property insurance renewal. FY 2018 total premium was \$923,541.
- The LVCVA Directors-Errors and Omissions policy limit of \$20,000,000 has been retained.



**August 1, 2018 – August 1, 2019
Insurance Proposal**



Presented By:
Wm. Allen Kaercher, ARM
President

JULY, 2018

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KAERCHER INSURANCE

9555 Hillwood Drive, Suite #140
Las Vegas, Nevada 89134
Telephone: 702.304.7800
Fax: 702.386.7970
www.kaercherinsurance.com

KAERCHER INSURANCE PROFILE

Kaercher Insurance is a full-service insurance brokerage and has been in business in Nevada since 1954. Kaercher provides all lines of insurance - Property, Casualty, Life, Health and Surety, for both personal and commercial customers throughout the world. The brokerage has a history of professionalism, quality service, a commitment to the community and has developed a strong sales force supported by a highly competent technical support staff.

Our client service is driven by the commitment to building and maintaining long-term relationships rather than short-term profits. Each client receives ongoing services that enhance the function and cost-effectiveness of their insurance and risk management programs. Our Integrated Risk Control practice is one of the many elements that differentiate Kaercher from our competitors. We constantly strive to assist and advise clients in new and non-traditional ways through the following practices: Disability and Workers' Compensation Management, Loss Control Management, Claims Management, Financial Risk Management and Financial Risk Solutions.

In a proactive vein, Kaercher Insurance has already positioned resources to develop and market the next generation of insurance products and financial services. Kaercher's professionals are on the leading edge as changes occur in the insurance industry, which allows clients and prospects access to the latest risk transfer methods. Our highly trained, top-level insurance experts are dedicated to the highest standards of excellence. By utilizing the broad knowledge, experience and creativity of these professionals in conjunction with the firm's worldwide resources, Kaercher is able to provide a combination of sophisticated products and services unparalleled in the insurance industry.

Our associates emphasize timely communication with clients. Attention to detail will always be a priority and our associates will never lose sight of the fact that our ultimate objective is to control your insurance costs and needs, while safeguarding and preserving assets and ongoing operations.

TEAM OF PROFESSIONALS

Las Vegas
Convention &
Visitors
Authority

August 1, 2018
August 1, 2019
Insurance
Program

PRESIDENT
Allen Kaercher
(702) 304-7814

**SENIOR
VICE PRESIDENT**

LeRoy Loseke
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**ASSISTANT
VICE PRESIDENT**

Kelly Torres
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Email: ktorres@kaercherinsurance.com

**CLAIMS
MANAGEMENT**

Kelly Torres
Direct: 702-304-7806
Fax: 702-386-7970
Email: ktorres@kaercherinsurance.com

GENERAL INFORMATION

POLICY TERM

August 1, 2018 – August 1, 2019

LOCATION

3150 Paradise Road, Las Vegas, NV 89109 - Las Vegas Convention & Visitors Authority
850 North Las Vegas Blvd., Las Vegas, NV 89109 - Cashman Center
901 Desert Inn, Las Vegas, NV 89109
100 Nevada Highway, Boulder City, NV 89005
460 N. Sandhill Blvd., Mesquite, NV 89024
1555 S. Casino Dr., Laughlin, NV 89029
425 Fremont St., Las Vegas, NV 89101
486 Sierra Vista, Las Vegas, NV 89109
454 Sierra Vista, Las Vegas, NV 89109
750 Sierra Vista, Las Vegas, NV 89109
820 Desert Inn Road, Las Vegas, NV 89109
3333 Cambridge Rd, Las Vegas, NV 89109
3395 Cambridge Rd, Las Vegas, NV 89109
3260 Joe W. Brown Dr, Las Vegas, NV 89109
3360 Swenson, Las Vegas, NV 89109
890 Sierra Vista Road, Las Vegas, NV 89109
7000 Las Vegas Blvd. North #221, Las Vegas, NV 89115
552-560-594 Sierra Vista, Las Vegas, NV 89109
815 Connecticut Ave., NW, Washington, DC 20026
3332 Swenson, Las Vegas, NV 89109
806 & 820 Sierra Vista Drive, Las Vegas, NV 89169
500 Sierra Vista Drive, Las Vegas, NV 89169
650 Sierra Vista Drive, Las Vegas, NV 89109
455 N Cityfront Plaza Dr #2025, Chicago, IL 60611
2901 Las Vegas Blvd., Las Vegas, NV 89109
101 Convention Center Dr., Las Vegas, NV 89109

GENERAL INFORMATION, CONTINUED

NAMED INSUREDS

Las Vegas Convention & Visitors Authority, and its wholly or majority owned subsidiaries and any interest which may now exist or hereinafter be created or acquired which are owned, controlled or operated by any one or more of those named insureds.

We make no representation that any limit of liability is adequate, therefore higher limits for all coverages quoted may be available upon request.

This outline summarizes the coverages we intend to provide. It does not provide details of policy contracts, but rather covers the general contents of your coverage. For the exact wording of the policies and answers to whether a specific claim is covered, you must refer to the specific insurance policy. All changes in your exposures to loss should be reported to us immediately so that proper coverage may be affected.

As part of a marketing strategy, Kaercher Insurance may access markets or programs through other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, and similar parties. In addition to the fees and/or commissions retained by Kaercher Insurance, it is understood and agreed that these other parties may earn and retain usual and customary commissions and/or fees in the course of providing insurance products. Any such fees and/or commissions will be the responsibility of the client and not Kaercher Insurance.

PROPERTY

RENEWAL VALUES

Values

The following are the 100% renewal values used in calculating the renewal premium. These are per the submitted statement of values, dated April 27, 2018.

Property Damage	\$781,354,154
Time Element	\$30,000,000
Total Insured	\$811,354,15

POLICY TERMS

Coverage as described hereunder is based on the FM Global Advantage – TE Select –US NA 2016 policy form.

INSURANCE PROVIDED

The coverage under this Policy applies to property described on the Schedule of Locations or covered under the terms and conditions of the AUTOMATIC COVERAGE, ERRORS AND OMISSIONS or MISCELLANEOUS PROPERTY provisions, unless otherwise provided.

Schedule of Locations are as listed on the Schedule of Locations attached to this Policy.

PREMIUM

This Policy is issued in consideration of an initial premium.

PREMIUM PAYABLE

Las Vegas Convention and Visitors Authority pays the premium under this Policy, and any return of the paid premium accruing under this Policy will be paid to the account of Las Vegas Convention and Visitors Authority.

LOSS ADJUSTMENT/PAYABLE

Loss, if any, will be adjusted with and payable to Las Vegas Convention and Visitors Authority, or as may be directed by Las Vegas Convention and Visitors Authority.

Additional insured interests will also be included in loss payment as their interests may appear when named as additional named insured, lender, mortgagee and/or loss payee either on a Certificate of Insurance or other evidence of insurance on file with the Company or named below.

When named on a Certificate of Insurance or other evidence of insurance, such additional interests are automatically added to this Policy as their interests may appear as of the effective date shown on the Certificate of Insurance or other evidence of insurance. The Certificate of Insurance or other evidence of insurance will not amend, extend or alter the terms, conditions, provisions and limits of this Policy.

PROPERTY, CONTINUED

TERRITORY

Coverage as provided under this Policy applies in the United States of America

JURISDICTION

This Policy will be governed by the laws of the United States of America.

Any disputes arising hereunder will be exclusively subject to United State of America jurisdiction.

CURRENCY

All amounts, including deductibles, premiums and limits of liability, indicated in this Policy shall be in the currency represented by the three letter currency designation shown. This three letter currency designator is defined in Table A.1-Currency and funds code list, International Organization for Standardization (ISO) 4217, edition in effect at the inception of this Policy.

LIMITS OF LIABILITY

The Company's maximum limit of liability in an occurrence, including any insured TIME ELEMENT loss, will not exceed the Policy limit of liability of USD600,000,000 subject to the following provisions:

Limits of liability and time limits stated below or elsewhere in this Policy are part of, and not in addition to, the Policy limit of liability.

Limits of liability in an occurrence apply to the total loss or damage at all locations and for all coverages involved, including any insured TIME ELEMENT loss, subject to the following provisions:

When a limit of liability applies in the aggregate during any policy year, the Company's maximum amount payable will not exceed such limit of liability during any policy year.

When a limit of liability applies to a location or other specified property, such limit of liability will be the maximum amount payable for all loss or damage at all locations arising from physical loss or damage at such location or to such other specified property.

Should an occurrence result in liability payable under more than one policy issued to the Named Insured by the Company, or its representative companies, the maximum amount payable in the aggregate under all such policies will be the applicable limit(s) of liability indicated in this Policy.

PROPERTY, CONTINUED

FM Insurance Company Limited; Affiliated FM Insurance Company; Appalachian Insurance Company or any other company issuing an Underlyer policy at the direction of the Company.

ATTRACTION PROPERTY	30 consecutive days
AUTOMATIC COVERAGE	90 day period but not to exceed a USD50,000,000 limit, per location
CIVIL OR MILITARY AUTHORITY	30 consecutive days
CLAIMS PREPARATION COSTS	USD25,000 plus 50% of the amount recoverable under this coverage in excess of USD25,000
COMMUNICABLE DISEASE RESPONSE	USD1,000,000 in the aggregate during any policy year The Company's maximum limit of liability for INTERRUPTION BY COMMUNICABLE DISEASE and this coverage combined shall not exceed USD1,000,000 in the aggregate during any policy year regardless of the number of locations, coverages or occurrences involved.
COMPUTER SYSTEMS NON PHYSICAL DAMAGE and DATA, PROGRAMS OR SOFTWARE combined	USD10,000,000 in the aggregate during any policy year
CONTINGENT TIME ELEMENT EXTENDED	USD25,000,000
CRISIS MANAGEMENT	30 consecutive days
DELAY IN STARTUP	USD100,000,000
EARTH MOVEMENT	USD50,000,000 in the aggregate during any policy year
ERRORS AND OMISSIONS	USD100,000,000
EXPEDITING COSTS and EXTRA EXPENSE combined	USD100,000,000

PROPERTY, CONTINUED

EXTENDED PERIOD OF LIABILITY	90 day period
FINE ARTS	USD100,000,000 but not to exceed a USD10,000 limit per item for irreplaceable fine arts not on a schedule on file with the Company
FINES OR PENALTIES FOR BREACH OF CONTRACT OR FOR LATE OR NONCOMPLETION OF ORDERS	USD100,000
FLOOD	USD50,000,000 in the aggregate during any policy year
GROSS PROFIT	12 month period but not to exceed a 90 day period for Ordinary Payroll
INGRESS/EGRESS	30 day period but not to exceed a USD5,000,000 limit
INTERRUPTION BY COMMUNICABLE DISEASE	12 month period but not to exceed a USD1,000,000 limit in the aggregate during any policy year The Company's maximum limit of liability for COMMUNICABLE DISEASE RESPONSE and this coverage combined shall not exceed USD1,000,000 in the aggregate during any policy year regardless of the number of locations, coverages or occurrences involved.
LAND AND WATER CONTAMINANT CLEANUP, REMOVAL AND DISPOSAL	USD100,000 in the aggregate during any policy year
LOGISTICS EXTRA COST	180 day period but not to exceed 200% of the normal cost
MISCELLANEOUS PROPERTY	As respects property at a location: a) USD10,000,000 per location As respects property not at a location: a) USD10,000,000 per location

PROPERTY, CONTINUED

OFF PREMISES DATA SERVICES PROPERTY DAMAGE and OFF PREMISES DATA SERVICES TIME ELEMENT combined	USD5,000,000 in the aggregate during any policy year
ORDINARY PAYROLL	90 day period
SERVICE INTERRUPTION PROPERTY DAMAGE and SERVICE INTERRUPTION TIME ELEMENT combined	USD10,000,000
VALUABLE PAPERS AND RECORDS	USD10,000,000 but not to exceed a USD10,000 limit per item for irreplaceable valuable papers and records not on a schedule on file with the Company

DEDUCTIBLES

Subject to the deductible general provisions stated below, in each case of loss covered by this Policy the following deductibles apply:

EARTHQUAKE	USD100,000 combined all coverages, per occurrence.
FLOOD	USD100,000 combined all coverages, per location.
LOGISTICS EXTRA COST	USD25,000 per occurrence
ALL OTHER LOSS	USD25,000 combined all coverages, per occurrence

Deductible General Provisions

In each case of loss covered by this Policy, the Company will be liable only if the insured sustains a loss, including any insured TIME ELEMENT loss, in a single Occurrence greater than the applicable deductible specified above, and only for its share of that greater amount.

PROPERTY, CONTINUED

- A. For SERVICE INTERRUPTION loss, when a deductible is not specifically stated as applying to SERVICE INTERRUPTION, the deductible applied to the SERVICE INTERRUPTION loss will be the deductible that would apply if the cause of the interruption happened at the **insured location** that sustains the interruption of the specified services.
- B. For CONTINGENT TIME ELEMENT EXTENDED loss, when a deductible is not specifically stated as applying to CONTINGENT TIME ELEMENT EXTENDED, the deductible for CONTINGENT TIME ELEMENT EXTENDED loss will be determined as though the **contingent time element location** was an **insured location** under this Policy.
- C. The stated earthquake deductible will be applied to earthquake loss. The stated **flood** deductible will be applied to **flood** loss. The stated **wind** deductible will be applied to **wind** loss. The provisions of item E below will also be applied to each.
- D. When this Policy insures more than one **location**, the deductible will apply against the total loss covered by this Policy in an **occurrence** except that a deductible that applies on a per **location** basis, if specified, will apply separately to each **location** where the physical damage happened regardless of the number of **locations** involved in the **occurrence**.
- E. Unless stated otherwise, if two or more deductibles apply to an **occurrence**, the total to be deducted will not exceed the largest deductible applicable. For the purposes of this provision, when a separate Property Damage and a separate Time Element deductible apply, the sum of the two deductibles will be considered a single deductible. If two or more deductibles apply on a per **location** basis in an **occurrence**, the largest deductible applying to each **location** will be applied separately to each such **location**.
- F. When a % deductible is stated above, whether separately or combined, the deductible is calculated as follows:
Property Damage - % of the value, per the Valuation clause(s) of the PROPERTY DAMAGE section, of the property insured at the **location** where the physical damage happened.
Time Element - % of the full Time Element values that would have been earned in the 12 month period following the **occurrence** by use of the facilities at the **location** where the physical damage happened, plus that proportion of the full Time Element values at all other **locations** where TIME ELEMENT loss ensues that was directly affected by use of such facilities and that would have been earned in the 12 month period following the **occurrence**.
- G. For insured physical loss or damage:
- i. To insured fire protection equipment; or
 - ii. From water or other substance discharged from fire protection equipment of the type insured

The applicable deductible applying to items 1 or 2 above only will be reduced by fifty percent (50%), per **occurrence**. However, this provision will not apply to loss or damage resulting from fire or **earth movement** regardless of whether claim is made for such fire or **earth movement**.

PROPERTY, CONTINUED

SELECTED EXCLUSIONS

SERVICE INTERRUPTION: excludes earth movement in California, the New Madrid Seismic Zones and Pacific Northwest Seismic Zones; excludes terrorism.

CONTINGENT TIME ELEMENT EXTENDED: excludes earth movement in California, the New Madrid Seismic Zones and Pacific Northwest Seismic Zones; excludes terrorism.

INGRESS/EGRESS: excludes terrorism.

LOGISTICS EXTRA COST: excludes earth movement in California, the New Madrid Seismic Zones and Pacific Northwest Seismic Zones; excludes terrorism.

OFF PREMISES DATA SERVICES: excludes earth movement in California, the New Madrid Seismic Zones and Pacific Northwest Seismic Zones; excludes terrorism.

COMMUNICABLE DISEASE RESPONSE: excludes terrorism.

MISCELLANEOUS PROPERTY: excludes earth movement in California, the New Madrid Seismic Zones and Pacific Northwest Seismic Zones.

CRISIS MANAGEMENT: excludes terrorism.

INTERRUPTION BY COMMUNICABLE DISEASE: excludes terrorism.

This proposal doesn't include Builders Risk Coverage for the West Expansion at 2901 Las Vegas Blvd. North. A separate quote will be provided for the Builders Risk Coverage.

WAITING PERIODS

For the purposes of applying COMMUNICABLE DISEASE RESPONSE Coverage, the waiting period is 48 hours.

For the purposes of applying COMPUTER SYSTEMS-NON PHYSICAL DAMAGE Coverage, the waiting period is 48 hours.

For the purposes of applying DATA, PROGRAMS OR SOFTWARE Coverage when the loss or damage is caused by the malicious introduction of a machine code or instruction, the waiting period is 48 hours.

For the purposes of applying INTERRUPTION BY COMMUNICABLE DISEASE Coverage, the waiting period is 48 hours.

For the purposes of applying LOGISTICS EXTRA COST Coverage, the waiting period is 48 hours except 168 hours applies for earth movement and/or flood and/or wind.

For the purposes of applying OFF PREMISES DATA SERVICES PROPERTY DAMAGE Coverage, the waiting period is 24 hours.

For the purposes of applying OFF PREMISES DATA SERVICES TIME ELEMENT Coverage, the waiting period is 24 hours.

PROPERTY, CONTINUED

For the purposes of applying SERVICE INTERRUPTION Coverage, the waiting period is 12 hours.

For the purpose of applying ACCIDENTAL INTERRUPTION OF SERVICES Coverage, waiting period is 24 hours.

CARRIER

Factory Mutual Insurance Company
(A.M. Best Rating: A+ XV)

ANNUAL PREMIUM

\$358,940.00 Net Annual Premium

29,700.00 Certified Terrorism

\$388,640.00 Estimated Annual Premium

Premiums do not include various fees, taxes and surcharges, imposed by certain states and countries.

CRIME

LIMITS OF COVERAGE

Discovery Form

Employee Dishonesty	\$	500,000
Forgery or Alteration	\$	500,000
Inside the Premises	\$	40,000
Outside the Premises	\$	40,000
Computer Fraud	\$	40,000
Deductible (Employee Dishonesty)	\$	25,000
Deductible (Forgery or Alteration)	\$	10,000
Deductible (Inside & Outside the Premises and Computer Fraud)	\$	5,000

ENDORSEMENTS INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING

Great American Insurance Fidelity & Crime Policy Cover
Important Notice Fidelity Crime Division Claims
Crime Protection Policy for Public Entities
Nevada Changes – Cancellation and Nonrenewal
Amend Confidential Information and Data Breach Costs Exclusion
Economic and Trade Sanctions Clause
Virtual or On-Line Peer to Peer Mediums of Exchange Exclusion
In Witness Clause

CARRIER

Great American Insurance Company
(A.M. Best Rating: A+ XIV)

ANNUAL PREMIUM

\$11,356.00

COMMERCIAL GENERAL LIABILITY

LIMITS

General Aggregate (other than Products/Completed Operations)	\$\$	2,000,000
Products/Completed Operations Aggregate	\$\$	2,000,000
Personal and Advertising Injury Limit	\$\$	1,000,000
Each Occurrence Limit	\$	1,000,000
Fire Damage Legal liability – Rented to You Limit	\$\$	100,000
Medical Expense (any one person)		Excluded

SELF INSURED RETENTION

Retained Amount Per Claim	\$\$	10,000
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GENERAL LIABILITY DELUXE ENDORSEMENT

Damage to Premises Rented to you	\$	1,000,000
Property Damage to Leased Facility	\$	1,000,000
Expected or Intended Injury – Property Damage		Included
Pesticide or Herbicide Applicator Coverage		Included
Non-Owned Watercraft – Less than 58 feet		
Personal Property in Your Care, Custody or Control	\$	5,000
Supplementary Payments – Bail Bonds	\$	2,500
Supplementary Payments – Loss of Earnings (per day)	\$	500
Employee Indemnification Defense Coverage	\$	25,000
Additional Insured – Newly Acquired or Formed Organization		Included
Additional Insured – Broadened Named Insured		Included
Additional Insured – Blanket Additional Insureds when required in written contract		Included
Liberalization		Included
Unintentional Failure to Disclose Hazards		Included
Bodily Injury – Includes Mental Anguish		Included
Transfer of Rights of Recovery (prior to loss / required in written contract)		Included
Personal and Advertising Injury – Includes Abuse of Process, Discrimination		Included

EXTENSIONS OF COVERAGE

Bell Endorsement
Cap on Losses From Certified Acts of Terrorism
General Liability Deluxe: Performing Arts/Entertainment
Excess Liquor Liability
Products/Completed Operations Hazard Redefined – Food, Beverage and Souvenirs
Per Location General Aggregate – Anti-Stacking Provision

COMMERCIAL GENERAL LIABILITY, CONTINUED

MAJOR EXCLUSIONS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING

Athletic or Sports Participants
Designated Professional Services
Medical Payments
Abuse or Molestation
Employment Related Practices
Fungi or Bacteria
Pyrotechnicians/Fireworks
Performers
Access or Disclosure of Confidential or Personal Information and Data-Related Liability – with
 Limited Bodily Injury Exception
Lead
Asbestos
Abuse or Molestation Exclusion – Abuse or Molestation Sublimit
Amusement Devices

CARRIER

Philadelphia Indemnity Insurance Company, a Division of Tokio Fire and Marine
(A.M. Best Rating: A++ XV)

PREMIUM

\$68,390.00 Premium
 352.00 TRIA
\$68,742.00 Total Premium

WORKERS' COMPENSATION

LOCATIONS:

- 455 N. Cityfront Plaza Dr #2025, Chicago, IL 60611
- 815 Connecticut Ave., NW, Washington DC, 20036

COVERAGE

Employer's liability		
Bodily injury by accident (each accident)	\$	1,000,000
Bodily injury by disease (each employee)	\$	1,000,000
Bodily injury by disease (policy limit)	\$	1,000,000

EXPOSURE BASIS

<u>State</u>	<u>Class</u>	<u>Operation</u>	<u>Payroll</u>	<u>Rates</u>	<u>Premium</u>
IL	8742	Outside Sales	\$438,242	.48	2,104.00
IL	8810	Clerical	\$108,402	.23	249.00
DC	8742	Outside Sales	\$564,593	.19	1,073.00
DC	8810	Clerical	\$175,900	.12	211.00
		Increased Limits			150.00
		Terrorism			791.00
		Catastrophe			312.00
		Expense Constant			260.00
		Special Fund Surcharge (DC & IL)			76.00
		Estimated Policy Premium			<u>\$5,226.00</u>

EXPOSURE & RATE COMPARISON

<u>Class Code</u>	<u>Operation</u>	<u>2017 Payroll</u>	<u>2017 Rate</u>	<u>2017 Premium</u>	<u>2018 Payroll</u>	<u>2018 Rate</u>	<u>2018 Premium</u>
8742	Outside Sales - IL	\$ 406,735	0.45	\$ 1,830	\$ 438,242	0.48	\$ 2,104
8810	Clerical - IL	\$ 102,726	0.24	\$ 247	\$ 108,402	0.23	\$ 249
8742	Outside Sales - DC	\$ 466,214	0.18	\$ 839	\$ 564,593	0.19	\$ 1,073
8810	Clerical - DC	\$ 147,540	0.13	\$ 192	\$ 175,900	0.12	\$ 211

CARRIER

Twin City Fire Insurance Company (Hartford)
(A.M. Best Rating: A+ XV)

PREMIUM

\$5,226.00

EXCESS WORKERS' COMPENSATION

COVERAGE

<u>Specific Excess Insurance</u>	
Specific Limit	STATUTORY
Self Insured Retention	\$ 400,000
Employers' Liability Limit	\$ 1,000,000

RATING BASIS

Premium Rate: 0.2519
Estimated Annual Payroll \$20,913,505
Estimated Annual Manual Premium \$547,521

CONDITIONS

Nevada Service of Process Endorsement
Specific Excess Coverage (Cash Flow Protection)
Policyholder Disclosure Notice of Terrorism Insurance Coverage
Nevada Mandatory
Employer Binding Acts
MAP Client Services
Resources of the best doctors catcare program
Straight cash flow an amount at \$225,000

This agreement will include coverage for Workers' Compensation Loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the agreement, and any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization of 2015 (collectively, the Act), terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula the U.S. Government would generally reimburse 80% to 85% of covered terrorism losses exceeding a deductible paid by us. The Act contains \$100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of the Employer's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%

CARRIER

Safety National Casualty Corp
(A.M. Best Rating: A+ XV)

PREMIUM

Specific Excess Limit:	Statutory
Deposit Premium:	\$ 52,681.00

AUTOMOBILE

LIMITS

Combined Bodily Injury and Property Damage Liability (per accident)	\$	1,000,000
Auto Medical Payments (per person)	\$	5,000
Uninsured Motorists (any one accident or loss)	\$	1,000,000

PHYSICAL DAMAGE

Actual cash value or cost of repair, whichever is less minus applicable deductible		
Comprehensive Deductible	\$	500
Collision Deductible	\$	500

SYMBOLS

Bodily Injury	(1)	– Any Auto
Medical Payments	(2)	– All Owned Autos
Uninsured Motorist	(2)	– All Owned Autos
Comprehensive	(2, 8)	– All Owned Autos, and Hired Autos
Collision	(2, 8)	– All Owned Autos, and Hired Autos

RATING BASIS

(See Attached Vehicle Schedule)

AUTO ELITE ENDORSEMENT

Broad Form Named Insured
 Notice of and Knowledge of Occurrence
 Unintentional Errors or Omissions
 Blanket Waiver of Subrogation
 Accidental Discharge Air Bag
 Auto Loan/Lease Gap Coverage
 Hired Car Physical Damage – ACV or repair or replacement of the vehicle whichever is less
 Personal Effects Coverage - \$500
 Transportation Expense - \$100 day/\$3,000 Maximum
 Rental Reimbursement - \$100 day/30 days
 Electronic Equipment Coverage - \$1,000
 Towing - \$100

CARRIER

Philadelphia Indemnity Insurance Company, a Division of Tokio Fire and Marine
 (A.M. Best Rating: A++ XV)

PREMIUM

\$50,179.00 Premium

VEHICLE SCHEDULE

Year	Make	Model	VIN Number	Comp Ded	Coll Ded
1995	Parker	Trailer	13ZGF2622S1006357	\$500	\$500
1995	Parker	Trailer	13ZGF2623S1006464	\$500	\$500
1997	GMC	Truck	1GTGC24FXVZ531452	\$500	\$500
1991	Big Tex	Trailer	16VPX1620M1H17580	\$500	\$500
1998	Wells	Trailer	1WC200G29W7002553	\$500	\$500
2000	Chevrolet	Pickup	1GCGC29F4YF417977	\$500	\$500
2001	GMC	Cargo	1GTDM19W91B511487	\$500	\$500
2005	Chevrolet	Truck	1GCHC24215E201997	\$500	\$500
2003	Homemade	Trailer	DMV/PS 39910NV	\$500	\$500
2005	Carson	Trailer	4HXHD182X5C093814	\$500	\$500
2006	Carson	Trailer	4HXSU10276C099525	\$500	\$500
2006	Carson	Trailer	4HXSU10296C099526	\$500	\$500
2005	Mirage	Trailer	5M3BE142751016483	\$500	\$500
2006	Skywatch	Trailer	NH6806132	\$500	\$500
1997	GMC	Dump	1GDKC34F2VJ514350	\$500	\$500
2005	Chevrolet	Pickup	1GHC24265E142655	\$500	\$500
2006	Chevrolet	Pickup	1GBJC34D76E217166	\$500	\$500
2006	Isuzu	Sweeper	JALB4B16167016881	\$500	\$500
2007	Chevrolet	Pickup	1GCHC24D97E103305	\$500	\$500
2007	Chevrolet	C2500	1GCHC23617F558582	\$500	\$500
2007	Chevrolet	C1500	1GCEC14077Z534177	\$500	\$500
2007	Chevrolet	C2500	1GCHC29647E544916	\$500	\$500
2007	Skywatch	Trailer	ICX6807060	\$500	\$500
2005	Mirage	Trailer	5M3BE142351016321	\$500	\$500

VEHICLE SCHEDULE, CONTINUED

Year	Make	Model	VIN Number	Comp Ded	Coll Ded
2009	Chevrolet	Pickup	1GCGG256591122749	\$500	\$500
2012	Chevrolet	Tahoe	1GNSCAE09CR279910	\$500	\$500
2008	JV Manu	Trailer	1J9BU08188L319266	\$500	\$500
2012	Isuzu	NPR	JALC4W161C7002406	\$500	\$500
2013	Chevrolet	Silverado	1GC1CVCG8DF148093	\$500	\$500
2014	Chevrolet	Silverado	1GC4CZCG5EF164029	\$500	\$500
2014	Chevrolet	Silverado	1GC0CVCG9EF103855	\$500	\$500
2014	Chevrolet	Tahoe	1GNSC4E03ER205399	\$500	\$500
2016	Chevrolet	Tahoe	1GNSCEKC2GR241821	\$500	\$500

UMBRELLA LIABILITY

August 1, 2017
August 1, 2018
Insurance
Program

LIMITS

Each Occurrence	\$	25,000,000
General Aggregate	\$	25,000,000
Products/Completed Operations Aggregate	\$	25,000,000
Crisis Response Limit of Insurance	\$	250,000
Excess Casualty Crisis Fund Limit of Insurance	\$	50,000

RETENTION

Self-Insured Retention	\$	10,000
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SCHEDULED UNDERLYING INSURANCE

General liability - Philadelphia		
General Aggregate	\$	2,000,000
Products/Completed Operations Aggregate	\$	2,000,000
Each Occurrence	\$	1,000,000
Automobile Liability - Philadelphia	\$	1,000,000

TERMS, CONDITIONS AND EXCLUSIONS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING

Umbrella Prime
Crisis Response Coverage Enhancement Endorsement
Economic Sanctions Endorsement
Act of Terrorism SIR Endorsement
Nevada and Indiana Amendatory Endorsements
Automobile Liability Follow-Form Endorsement
Access or Disclosure of Personal Information Exclusion
Broad Form Named Insured Amendatory Endorsement
General Liability Limitation Endorsement
Nevada UM/UIM Disclosure Statement
Neurodegenerative Injury Exclusion
Real Estate Coverage Enhancement Endorsement
Real Estate Named Peril Time Element Pollution SIR Endorsement
Employee Benefits Liability Exclusion
Employers Liability Exclusion
Foreign Liability Exclusion
Sexual Abuse or Molestation Exclusion
Fungus Exclusion w/edible good or Product Consumption Exclusion
Sports Leisure Entertainment Activities and Device Exclusion
Violation of Economic or Trade Sanctions Condition Amendment
Lead Exclusion

CARRIER

National Union Fire Insurance Company of Pittsburgh, PA
(A.M. Best Rating: A XV)

ANNUAL PREMIUM

\$53,600.00 Includes premium charge of \$531 for Terrorism

EXCESS LIABILITY (\$25M XS \$25M)

LIMITS

Each occurrence	\$	25,000,000
General Aggregate	\$	25,000,000
Products-Completed Operations Aggregate	\$	25,000,000

August 1, 2017
August 1, 2018
Insurance
Program

SCHEDULED UNDERLYING INSURANCE

Excess over \$25,000,000

MAJOR TERMS AND CONDITIONS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING

Commercial Excess Liability Coverage Form
OFAC Endorsement
Nevada Countersignature
Nevada Changes
Claim Reporting Procedures
Cap on Losses from Certified Acts

EXCLUSIONS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING

Cyber Injury
Rejected Coverage
Nuclear Energy Liability

CARRIER

Navigators Insurance Company
(A.M. Best Rating: A XII)

ANNUAL PREMIUM

\$40,000.00 Includes \$0 premium charge for Terrorism

EXCESS LIABILITY (\$25M XS \$50M)

LIMITS

Each Occurrence Limit	\$	25,000,000
Aggregate Limit	\$	25,000,000

SCHEDULED UNDERLYING INSURANCE

Excess over \$50,000,000

MAJOR TERMS AND CONDITIONS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING

Nevada Changes – Cancellation and Nonrenewal
Claim Notice with-Eclaim Notice
OFAC Notice
Cap on Losses from Certified Act of Terrorism

EXCLUSIONS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING

Absolute Asbestos
Nuclear Energy Liability
Absolute Pollution
Violation of Information Statutes
War Liability
Uninsured / Underinsured Motorist
Care, Custody or Control
Cyber Liability
Mold and other Naturally-Occurring Contaminants
Lead
Silica, Silica Related or Mixed Dust
Sub-Limited Coverage
Professional Services
Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the
United States
Crisis Response and Crisis Communication Management Insurance

CARRIER

Endurance American Insurance Company
(A.M. Best Rating: A+ XV)

ANNUAL PREMIUM

\$33,330.00 Includes premium charge of \$330.00 for Terrorism

EXCESS LIABILITY (\$25M XS \$75M)

Las Vegas
Convention &
Visitors
Authority

LIMITS

Each Occurrence Limit	\$	25,000,000
Other Aggregate Limit	\$	25,000,000
Products/Completed Operations Aggregate Limit	\$	25,000,000

August 1, 2017
August 1, 2018
Insurance
Program

SCHEDULED UNDERLYING INSURANCE

Excess over \$75,000,000

MAJOR TERMS AND CONDITIONS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING

As per underlying Excess Liability policies

ENDORSEMENTS, EXCLUSIONS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING

Absolute Pollution Exclusion
Request Controlling Underlying Letter
Important Notice to Policyholders – TRIPRA
Important Notice – OFAC
AOD Important Policyholder Notice
Cap On Certified Terrorism Losses
Commercial Excess Follow-Form
Nevada Mandatory
Information Laws, Including Unauthorized or Unsolicited Communication

RATE BASIS

Square Footage: 9,088,185

CARRIER

Federal Insurance Company
(A.M. Best Rating: A++ XV)

ANNUAL PREMIUM

\$30,282.00 Includes premium charge of \$882 for Terrorism

Summary of
Coverages

PUBLIC OFFICIALS LIABILITY

August 1, 2017
August 1, 2018
Insurance
Program

LIMITS

Public Officials Liability & Employment Practices Liability (Each Claim)	\$	10,000,000
Public Officials Liability & Employment Practices Liability (Aggregate)	\$	10,000,000
Maximum Policy Aggregate	\$	10,000,000

RETENTION

For Damages and Claims Expenses (Each Claim)	\$	50,000
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RETROACTIVE DATE

Full Prior Acts

EXTENDED REPORTING PERIOD

12 months for 100% of last annual premium

ENDORSEMENTS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING

Cap on Losses From Certified Acts of Terrorism
 Disclosure Pursuant to Terrorism Risk Insurance Act
 Signatures Endorsement
 Notice Amended Endorsement
 EPL Assist Notice
 Network Security & Privacy Liability Exclusion
 U.S. Foreign Account Tax Compliance Act ("FATCA")
 U.S. Treasury Department's Office of Foreign Assets Control Advisory Notice
 Bond Exclusion
 Public Entity Liability Enhancement Endorsement
 False Claims Act Exclusion
 Nevada Amendatory
 Trade or Economic Sanctions Endorsement
 Producer Compensation Notice

CARRIER

ACE American Insurance Company
 (A.M. Best Rating: A++ XV)

PREMIUM

\$107,973.00 Premium

PUBLIC OFFICIALS EXCESS LIABILITY (\$10M X \$10M)

LIMITS

Limit of Liability \$ 10,000,000

SCHEDULED UNDERLYING INSURANCE

Excess over \$10,000,000

RETROACTIVE DATE

08/01/2013

ENDORSEMENTS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING

Cancellation Amendatory
Reliance upon Other Carrier's Application/Warranty:
Ace American Insurance Company
ACE Municipal Advantage Public Entity Liability Renewal Application
Date signed 03/21/18
Economic Sanctions Endorsement
Retroactive Date Exclusion Endorsement
Specific Term/Condition Non-Follow Form Endorsement
Forms Index Endorsement

CARRIER

National Union Fire Insurance Company of Pittsburgh, PA
(A.M. Best Rating: A XV)

PREMIUM

\$73,203.00 Premium

GLOBAL MEDICAL INSURANCE

ELIGIBILITY:

Class 1 – All employees and Board Members of the Policyholder who are in Active Service.
Dependents of Class 1 are insured when traveling with the insured person on business.

PLAN BENEFITS

Hazards Insured Against:

Class 1
Business Travel including limited personal deviation

Accidental Death & Dismemberment Benefits:

Class 1	\$	250,000
Spouse of class 1	\$	25,000
Dependent Children of class 1	\$	10,000

Medical Expense Benefits:

Class 1	\$	250,000
Spouse of class 1	\$	250,000
Dependent Children of class 1	\$	250,000

Aggregate – Benefit Maximum	\$	1,250,000
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COVERED LOSSES

Carjacking Benefit
Coma Benefit
Rehabilitation Benefit
Seatbelt & Airbag Benefit
Special Adaptation Benefit
Special Counseling Benefit
Emergency Medical Evacuation Benefit
Repatriation of Remains Benefit
Emergency Medical Benefit

CARRIER

ACE American Insurance Company
(A.M. Best Rating A++ XV)

PREMIUM

\$5,847.00 – Annual

INTERNATIONAL PROTECTION PACKAGE INSURANCE

August 1, 2017
August 1, 2018
Insurance
Program

INTERNATIONAL COMMERCIAL GENERAL LIABILITY

General Aggregate	\$	4,000,000
Products/Completed Operations Aggregate	\$	4,000,000
Personal & Advertising Injury	\$	2,000,000
Each Occurrence	\$	2,000,000
Damage to Premises Rented to You	\$	1,000,000
Medical Expenses	\$	25,000

INTERNATIONAL BUSINESS AUTOMOBILE LIABILITY

Non-Owned & Hired Auto Liability Limit – Any One Accident	\$	1,000,000
Medical Expense Limit – Any One Accident	\$	25,000
Physical Damage Limit Hired Autos – Any One Accident	\$	25,000
Physical Damage Limit Owned Autos		No Coverage

DEDUCTIBLES – HIRED AUTOS ONLY

Physical Damage Comprehensive – Each Hired Auto	\$	1,000
Physical Damage Collision – Each Hired Auto	\$	1,000

INTERNATIONAL KIDNAP AND RANSOM/EXTORTION COVERAGE

Limits of Insurance		
Each Covered Event Limit	\$	2,500,000
Each Insuring Agreement Limit		
Kidnap and Ransom/Extortion – Direct Loss Limit	\$	250,000
Kidnap and Ransom/Extortion – Expenses Limit	\$	250,000
Detention or Hijack Limit	\$	250,000
In Transit Delivery Limit	\$	250,000
Death or Dismemberment – any One Person Limit	\$	10,000
Death or Dismemberment – Each Covered Event Limit	\$	50,000
Coverage Part Aggregate Limit	\$	2,500,000

POLICY FORMS INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

International Commercial General Liability Coverage Form
 General Liability Supplemental Declarations
 International General Liability Extension Endorsement
 Employee Benefits Liability Coverage (\$1,000,000 limit; \$1,000 deductible)
 Crisis Communication Management Insurance Endorsement
 International Business Auto Coverage Form
 Business Auto Supplemental Declarations
 International Business Auto Extension Endorsement
 International Kidnap and Ransom/Extortion Coverage Form
 Kidnap and Ransom/Extortion Supplemental Declarations

INTERNATIONAL PROTECTION PACKAGE INSURANCE

POLICY FORMS INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

Territory Exclusion (Afghanistan, Algeria, Angola, Bangladesh, Central African Republic, Chad, Colombia, Republic of the Congo, Democratic Republic of the Congo, Ecuador, Egypt, Georgia, Guatemala, Guinea-Bissau, Haiti, Honduras, Indonesia, Iran, Iraq, Ivory Coast, Kenya, Lebanon, Liberia, Libya, Mali, Mauritania, Mexico, Niger, Nigeria, North Korea, Pakistan, Peru, Philippines, Russia, Sierra Leone, Somalia, Sri Lanka, Sudan, Syria, Venezuela, Yemen, Zimbabwe)

Kidnap or Extortion Incident Notification Instructions

Common Policy Conditions and Definitions

Description of Assistance Services Provided

United Healthcare Global Identification Card

Claims Notification Instructions

Broad Form Extension Endorsement

INSURED PERSONS:

All Directors, Officers, or Employees of the Named Insured

CARRIER

Navigators Insurance Company
(A.M. Best Rating A XII)

PREMIUM

\$2,760.00 – 100% Minimum Earned

PREMIUM RECAP & COMPARISON

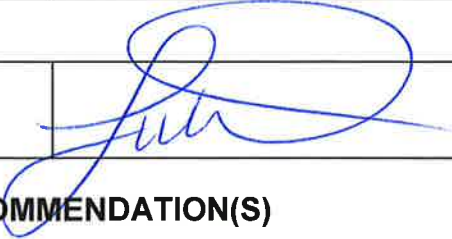
Line of Business	2017-2018 LVCVA Annualized Premiums	2018-2019 LVCVA Renewal Premiums
Property Membership Credit Risk Improvement Incentive	\$373,880.00 (\$39,852.00)	\$388,640.00 (\$ 10,000.00)
Crime	\$ 11,025.00	\$ 11,356.00
General Liability	\$ 68,119.00	\$ 68,742.00
Workers' Compensation (DC & IL)	\$ 4,616.00	\$ 5,226.00
Excess Workers Compensation	\$ 53,134.00	\$ 52,681.00
Auto	\$ 49,407.00	\$ 50,179.00
Umbrella Liability - \$25M	\$ 53,600.00	\$ 53,600.00
Excess Liability – \$25M xs \$25M	\$ 40,000.00	\$ 40,000.00
Excess Liability – \$25M xs \$50M	\$ 33,300.00	\$ 33,330.00
Excess Liability – \$25M xs \$75M	\$ 30,282.00	\$ 30,282.00
Public Officials E&O Liability	\$107,973.00	\$107,973.00
Public Officials E&O Excess Liability - \$10M xs \$10M	\$ 73,203.00	\$ 73,203.00
Global Medical	\$ 5,723.00	\$ 5,847.00
International Protection Liability	\$ 2,500.00	\$ 2,760.00
Total Premium	\$866,541.00	\$ 913,819.00
Broker Fee	\$ 57,000.00	\$ 57,000.00
Total Premium/Fee	\$923,541.00	\$970,819.00

OPTIONAL COVERAGE

Optional coverage is available upon your request. Optional coverage may include but is not limited to the following:

- Flood
- Earthquake
- Cyber Liability
- Pollution
- Employment Related Practices Liability
- Employee Benefit Liability
- Excess / Umbrella Liability – Higher Limits of Liability
- Higher Limits of Liability
- Personal Lines
- Surety Bonds
- Life & Health

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY
BOARD OF DIRECTORS' MEETING
AGENDA DOCUMENTATION**

MEETING DATE:	JULY 10, 2018	ITEM NO. 10
TO:	BOARD OF DIRECTORS	
FROM:	LUKE PUSCHNIG LEGAL COUNSEL	
SUBJECT:	LEGAL COUNSEL'S REPORT AND RECOMMENDATION(S)	

RECOMMENDATION

Legal Counsel will present a report and recommendation(s) regarding ratification of Legal Counsel actions, litigation, arbitration, threatened litigation, administrative hearings and other legal matters.

This is an information items. Not an action item.

FISCAL IMPACT

None

BOARD ACTION:	
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ROSSI RALENKOTTER
CHIEF EXECUTIVE OFFICER



STEVE HILL
PRESIDENT/COO

PURPOSE AND BACKGROUND

Legal Counsel will present a report regarding ratification of Legal Counsel action, litigation, arbitration, threatened litigation, administrative hearings and other legal matters.

Meeting Schedule



If you would like to receive the agendas for the board of directors meetings, please contact Courtney Lipski, executive assistant to the board of directors, at: 702-892-7511; fax 702-892-7515; or clipski@lvcva.com.

January

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July

S	M	T	W	T	F	S
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

October

S	M	T	W	T	F	S
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

May

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August

S	M	T	W	T	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November

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25	26	27	28	29	30	

March

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18	19	20	21	22	23	24
25	26	27	28	29	30	31

June

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24	25	26	27	28	29	30

September

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23	24	25	26	27	28	29
30						

December

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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

REGULAR MEETINGS

- January 9
- February 13
- March 13
- April 10
- May 8
- June 12
- July 10
- August 14
- September 11
- October 9
- November 13
- December 11

COMMITTEE MEETINGS

- Marketing Committee Meeting – February 9
- Policy Committee Meeting – February 13
- Compensation Committee Meeting – February 13
- Audit Committee Meeting – February 27
- LVCCD Committee – March 1
- LVCCD Committee/Oversight Panel – April 9
- Audit Committee Meeting – April 25
- Public Hearing on the Budget – May 24

- Regular meetings of the Las Vegas Convention and Visitors Authority (LVCVA) Board of Directors are scheduled for the second Tuesday of each month at 9 a.m., or at the call of the Chair.
- All Board of Directors meetings of the LVCVA are open to the general public.
- Committee meetings may be rescheduled or canceled. Committee meeting dates and/or locations are held at the call of the Committee Chair.
- Agendas and approved minutes of the Board of Directors meetings are posted on the LVCVA website at: www.lvcva.com/agenda.
- Most meetings are held at the Las Vegas Convention Center in the Board Room at 3150 Paradise Road, Las Vegas, Nevada 89109. Locations of meetings are subject to change.





AUDIT COMMITTEE

Mr. Bill Noonan - Chair

Mr. Gregory Lee - Vice Chair

Councilwoman Michele Fiore

Mayor Pro Tem Peggy Leavitt

Councilman George Rapson

Ms. Mary Beth Sewald

Commissioner Lawrence Weekly

COMPENSATION COMMITTEE

Mr. Maurice Wooden - Chair

Ms. Mary Beth Sewald - Vice Chair

Mr. Chuck Bowling

Commissioner Larry Brown

Mr. Tom Jenkin

Mr. Bill Noonan

Commissioner Lawrence Weekly

POLICY COMMITTEE

Mayor Pro Tem Peggy Leavitt - Chair

Councilman George Rapson - Vice Chair

Councilwoman Michele Fiore

Mayor Carolyn Goodman

Mayor John Lee

Mr. Gregory Lee

Mr. Bill Noonan

LAS VEGAS CONVENTION CENTER

DISTRICT COMMITTEE

Mr. Chuck Bowling - Chair

Commissioner Larry Brown – Vice Chair

Mayor Carolyn Goodman

Mr. Tom Jenkin

Mayor John Lee

Councilman John Marz

MARKETING COMMITTEE

Councilman John Marz - Chair

Mr. Gregory Lee - Vice Chair

Mr. Tom Jenkin

Commissioner Lawrence Weekly

Mr. Maurice Wooden

LVCVA REPRESENTATIVE ON THE LAS VEGAS EVENTS

BOARD OF DIRECTORS

Commissioner Larry Brown

Mayor Carolyn Goodman