

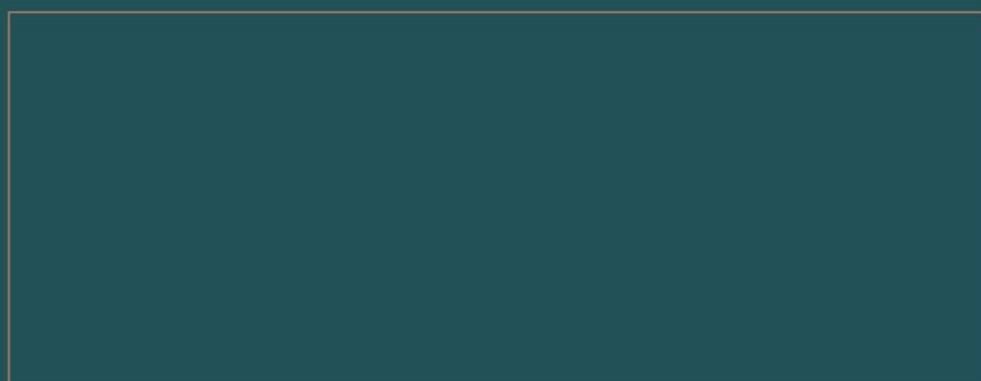


OFFICIAL PUBLICATION OF THE LAS VEGAS CONVENTION AND VISITORS AUTHORITY

REGULAR MEETING OF THE
Board of Directors



TUESDAY, AUGUST 14, 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, AUGUST 14, 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 July 10, 2018, Regular Meeting of the Board of Directors.
For possible action.

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. World Travel Market – London, United Kingdom – November 5-7, 2018

The Marketing Division is requesting the Board of Directors: 1) Approve an expenditure of \$272,000 for expenses associated with the LVCVA exhibiting at World Travel Market (WTM), November 5-7, 2018, in London, United Kingdom; 2) Authorize the Chief Executive Officer to sign and execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available general funds.

For possible action.

2. IBTM World – Barcelona – Barcelona, Spain – November 27-29, 2018

The Marketing Division is requesting the Board of Directors: 1) Approve an estimated expenditure of \$210,000 for expenses associated with the LVCVA exhibiting at IBTM World – Barcelona, November 27-29, 2018, in Barcelona, Spain; 2) Authorize the Chief Executive Officer to sign and execute the contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available general funds.

For possible action.

3. Life is Beautiful – Las Vegas, Nevada – September 21-23, 2018

The Marketing Division is requesting the Board of Directors approve the distribution of funds to Las Vegas Events (LVE) in the amount of \$150,000 to fund the Life is Beautiful festival September 21-23, 2018. The event will be held in Downtown Las Vegas.

For possible action.

4. **Airline Development Update Recap of January-June 2018 Activities**

Staff will present an airline development update with Ailevon Pacific Aviation Consulting (APAC) to the LVCVA Board of Directors on activities and accomplishments since January 2018.

This is an information item. Not an action item.

OPERATIONS DIVISION

5. **Central Halls C3-C5 And North Hall Roof Recoating, Bid #19-4541**

The Operations Division is requesting the Board of Directors: 1) Award Bid #19-4541, Central Halls C3-C5 and North Hall Roof Recoating to Roofing Southwest (Sprayfoam's Southwest), Las Vegas, Nevada, in the estimated amount of \$691,869; 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.

For possible action.

6. **Las Vegas Convention Center District Phase Two Steel Mill Order No. 1 Procurement Update**

The Operations Division will provide an update on the procurement of Steel Mill Order No. 1 for the Las Vegas Convention Center (LVCC) District Phase Two Expansion Project.

This is an information item. Not an action item.

GENERAL GOVERNMENT DIVISION

7. **Virtual Server Environment Software and Hardware Purchase**

The Finance Department is requesting the Board of Directors: 1) Approve an estimated expenditure of \$187,000 to Dell, Inc., to purchase server hardware and VMWare vSAN Software Licenses; 2) Authorize the Chief Executive Officer to execute and sign contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available capital funds.

For possible action.

8. **2018B Bonds Supplemental Resolution**

The Finance Department is requesting the Board of Directors: 1) Approve the 2018B Bonds Supplemental Resolution amending Resolution No. 2018-95 to allow for the capitalization of interest on the Series 2018B Convention Center Expansion Revenue Bonds; 2) Approve the Certificate of the CEO allowing for negotiated bond sale as required by Nevada Revised Statutes; 3) Authorize the Chief Executive Officer (CEO) or the Chief Financial Officer (CFO) to execute documents and agreements for the issuance of the 2018B Bonds; 4) Authorize the Chair of the Board to sign the Resolution; and 5) Authorize all other matters relating thereto as defined in the Resolution.

For possible action.

9. **Public Hearing on Corrected 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, 2023.

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

Open Public Hearing on Corrected Collective Bargaining Agreement

Discussion of Corrected Collective Bargaining Agreement by any interested person.

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

For possible action.

10. **Customer Service Excellence Program**

Staff is requesting the Board of Directors: 1) Approve an estimated expenditure of \$100,000 for the Las Vegas Metro Chamber of Commerce Customer Service Excellence Program for Fiscal Years 2018-2019; 2) Authorize the LVCVA Chief Executive Officer to execute the sponsorship contract; and 3) Authorize any residual unexpended balances from this authorization to revert to available general funds.

For possible action.

11. **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.

12. **Report on Southern Nevada Sporting Event Committee**

The Chief Executive Officer (CEO) will present a status report regarding the Southern Nevada Sporting Event Committee.

This is an information item. Not an action item.

13. **Report on Department of Transportation National Advisory Committee on Travel and Tourism Infrastructure**

The Chief Executive Officer will present a status report regarding the United States Department of Transportation (DOT) National Advisory Committee on Travel and Tourism Infrastructure (NACTTI).

This is an information item. Not an action item.

14. **Separation and Release Agreement Including Covenant Not to Compete Between Rossi Ralenkotter and LVCVA**

The General Government Division is requesting that the Board of Directors consider: 1) A Separation and Release Agreement between Rossi Ralenkotter and the LVCVA; and 2) Authorize the President/COO to execute the contract documents.

For possible action.

15. **Independent Services Agreement Between Rossi Ralenkotter and LVCVA**

The General Government Division is requesting that the Board of Directors consider: 1) An Independent Services Agreement between Rossi Ralenkotter and the LVCVA for an 18-month term; and 2) Authorize the President to execute the contract documents.

For possible action.

16. **Chief Executive Officer/ President Position – Discussion and Possible Action**

That the Board of Directors: 1) Evaluate the position of Chief Executive Officer (CEO) and/or President; and 2) Consider recommendations for the CEO/President position, discuss and/or approve the appointment of a new CEO/President.

For possible action.

17. **Compensation Committee Report and Recommendations**

The Compensation Committee has a scheduled meeting at 8:00 a.m. on August 14, 2018 to discuss items A-B. The Compensation Committee Vice Chair will present a report and give the Committee's recommendation(s), if any, to the Board of Directors.

For possible action.

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 Christal Harrison in the Board Office at: 702-892-7522.

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:
Christal Harrison, Assistant to the Board of Directors
3150 Paradise Road, Las Vegas, Nevada 89109
702-892-7522 or charrison@lvcva.com

MINUTES

Regular Meeting of the Board of Directors
July 10, 2018



**Regular Meeting of the Board of Directors
July 10, 2018
Minutes**

The Regular Meeting of the Board of Directors of the Las Vegas Convention and Visitors Authority (LVCVA) was held on July 10, 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 Chair	Mr. Gregory Lee..... <i>via telephone</i>
Mr. Bill Noonan, Secretary	Mayor John Lee.....absent
Commissioner Larry Brown, Treasurer	Councilman John Marz
Councilwoman Michele Fiore	Councilman George Rapson..... <i>via telephone</i>
Mayor Carolyn Goodman	Ms. Mary Beth Sewald
Mr. Tom Jenkin.....absent	Mr. Maurice Wooden.....absent

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 Ji Haeng, Zen Master of the Zen Center of Las Vegas.

FLAG SALUTE The Pledge of Allegiance followed the invocation.

COMMENTS FROM THE FLOOR BY THE PUBLIC

Jon Astor-White, President/CEO of Las Vegas Entertainment and Sports Television, gave a background of his career highlights, discussed his dismissal of his lawsuit against the LVCVA and R&R Partners, and noted a verbal agreement made by Rossi Ralenkotter, Chief Executive Officer, to have a formal meeting to discuss potential sponsorships.

Ed Uehling, read his submitted attached written proposal relating to agenda item one.

William Stanley, Representative of the Southern Nevada Building Trades Union (SNBTU), discussed the involvement SNBTU had in the passage of Senate Bill 1 (SB1) in the 2016 Special Session of the Nevada Legislature for the funding of the expansion of the Las Vegas Convention Center (LVCC), the importance of the use of a Project Labor Agreement for the expansion, and his concern relating to the lack of inclusion of underserved community businesses in the construction of the project.

APPROVAL OF AGENDA AND MINUTES

APPROVAL OF THE AGENDA AND MINUTES **Vice Chair Chuck Bowling moved and it was carried by unanimous vote of the voting members present, including Member George Rapson via telephone, to approve the July 10, 2018, Regular Meeting of the Board of Directors' agenda, and the June 12, 2018, Regular Meeting of the Board of Directors' minutes.**

BOARD NOMINATIONS

In accordance with the NRS, the following nominees were 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)

Vice Chair Chuck Bowling moved and it was carried by unanimous vote of the voting members present, including Member George Rapson via telephone, to approve Bill Noonan as the Nevada Resort Association nominee to serve as a member of the Board of Directors for the term of July 1, 2018, through June 30, 2020.

Oath of Office was administered to the newly elected Member of the Board by the Honorable Judge Nancy Allf.

PRESENTATIONS – DISCUSSION AND POSSIBLE ACTION

PRESENTED **Presentations by the Las Vegas Convention and Visitors Authority Staff**

Terry Jicinsky, Senior Vice President of Operations, acknowledged the hard work of the LVCVA ambassadors that primarily work outside during the summer months.

Mr. Jicinsky delivered a video presentation on the following operations highlights:

- Jam On It Basketball Academy – July 5-22
- International Premier Cigar and Pipe Retail Association – July 13-17
- ASD Market Week – July 29-August 1

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

- Las Vegas Market – July 29-August 2
- Airline Updates
 - Frontier Airlines begins nonstop twice weekly service from Calgary, Canada to Las Vegas in August, twice weekly service from Spokane, Washington to Las Vegas, and three-times weekly service from Norfolk, Virginia to Las Vegas.
 - The recent launch of WestJet Airlines WestJet Seat City Campaign.
- Marketing Initiatives
 - Tastemade video series *Making the Menu* Season 2
 - Vegas Alter Your Reality pop-up locations in Sao Paulo, Brazil, London, United Kingdom and Toronto, Canada
 - *Elle Italy* Magazine feature of Las Vegas as a destination
 - *Elle China* Magazine feature of bon appetit's Vegas Uncork'd and Hainan Airline's nonstop flight service to Las Vegas

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

- July Media Coverage including: CNBC, USA Today, Adweek, A&E Network, and Ragan Communications' list of Public Relations wins for the first half of 2018
- *Food & Wine Magazine's* 30th Anniversary "Best New Chefs" issue photoshoot in Las Vegas
- *Meetings Today Las Vegas Supplement* displaying the Vegas Golden Knights on the front cover of the August issue, and the showcasing of destination-wide updates, coverage of the LVCVA, and the evolution of Las Vegas as a destination

Mr. Ralenkotter announced the 2020 lease for the CONEXPO-CON/AGG tradeshow, and emphasized the importance of the tradeshow in Las Vegas. Mr. Ralenkotter also announced that the LVCVA was currently holding new show dates for CONEXPO-CON/AGG through the year 2056, and congratulated the LVCVA Sales staff and the destination on their efforts for the lease.

This was an information item. Not an action item.

STAFF REPORTS – DISCUSSION AND POSSIBLE ACTION

MARKETING DIVISION

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

Ms. Tull requested that 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.

Fiscal Impact

FY 2019 \$246,000 Estimated expenditure

Vice Chair Chuck Bowling reiterated the return on investment of hosting the World Routes Conference and the Routes Americas Conference in Las Vegas in 2013, and referenced Mr. Uehling's comments about the development projects in Shenzhen, China. Vice Chair Bowling emphasized the importance of knowledge and awareness of the projects by the Board, the community and staff, and report back to the Board at the October 9, 2018, Regular Meeting of the Board of Directors. Vice Chair Bowling also congratulated staff on the investment.

Vice Chair Chuck Bowling 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 \$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.

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

Ms. Tull requested that 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.

Fiscal Impact

FY 2019 \$115,000 Estimated expenditure

Vice Chair Chuck Bowling 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 \$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.

ITEM 3. **Las Vegas Events Update**

Pat Christenson, President of Las Vegas Events (LVE), presented 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.

Member Carolyn Goodman announced the Las Vegas Pickleball Open on September 25-29, and discussed the growth of the sport.

Chair Lawrence Weekly thanked LVE for their involvement in community outreach events and expressed his appreciation for the sports teams in Las Vegas for their community outreach as well. Mr. Christenson recognized Albert Hall, President of HallPass Media and Co-Founder of the National Basketball Association (NBA) Summer League, and Warren LeGarie, Executive Director of the NBA Summer League, as well as the NBA for their commitment to the community.

This was an information item. Not an action item.

OPERATIONS DIVISION

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

Vice Chair Chuck Bowling provided a background of agenda item 4, and outlined the time sensitivity of the overhead line relocation for the Las Vegas Convention Center District (LVCCD) Phase Two Expansion Project.

Mr. Jicinsky requested that 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.

Fiscal Impact

FY 2019 \$2,761,090 Estimated expenditure

Vice Chair Chuck Bowling moved and it was carried by unanimous vote of the voting members present, including Member George Rapson via telephone, to 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.

Vice Chair Bowling inquired about a potential meeting of the LVCCD Committee in September, to which Mr. Jicinsky confirmed.

GENERAL GOVERNMENT DIVISION

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

Ed Finger, Chief Financial Officer, requested that 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.

Fiscal Impact

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

Secretary Bill Noonan congratulated the Finance Department on the thoroughness of the list of finalists for the underwriter services.

Secretary Bill Noonan moved and it was carried by unanimous vote of the voting members present, including Member George Rapson via telephone, to 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.

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

Mr. Finger requested that 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.

Fiscal Impact

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

Vice Chair Chuck Bowling expressed his support for the purchase of the subscription agreement.

Vice Chair Chuck Bowling moved and it was carried by unanimous vote of the voting members present, including Member George Rapson via telephone, to 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.

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

Mr. Finger requested 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.

Fiscal Impact
FY 2018-2019 up to \$200,000

Secretary Bill Noonan noted the Audit Committee of the Board of Directors' responsibility in the expenditures and said he had reviewed the recommendation with Mr. Finger.

Secretary Bill Noonan moved and it was carried by unanimous vote of the voting members present, including Member George Rapson via telephone, to authorize the Chief Financial Officer to approve expenditures up to \$200,000 with the law firm of Pisanelli Bice for audit services.

ITEM 8.

Public Hearing on New Collective Bargaining Agreement

Barbara Bolender, Chief People Officer, requested that 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.

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

Public Hearing on the CBA between LVCVA and SEIU, Local 1107

Opened Public Hearing on the CBA

Chair Lawrence Weekly opened the Public Hearing on CBA between the LVCVA and SEIU, Local 1107.

Bruce Radel, LVCVA Security Officer, discussed the efforts between the LVCVA and SEIU during the negotiation process to reach a Tentative Agreement, invited the Board of Directors to attend a Bargaining Unit Session, and thanked the Board for the opportunity to speak during public comment.

Closed Public Hearing on CBA between LVCVA and SEIU, Local 1107

Chair Weekly closed the Public Hearing on CBA between the LVCVA and SEIU, Local 1107.

Vice Chair Chuck Bowling moved and it was carried by unanimous vote of the voting members present, including Member George Rapson to, 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.

Secretary Bill Noonan congratulated Ms. Bolender.

ITEM 9.

Insurance Coverage and Premium - FY 2019 General Liability, Property, Excess Workers Compensation Insurance

Luke Puschnig, Legal Counsel, requested that 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.

Fiscal Impact

FY 2019 \$970,819 Estimated expenditure

Mr. Puschnig introduced Mike Ball, Senior Account Manager of FM Global, to explain the \$10,000 Risk Improvement Credit and an award plaque that was being awarded to the LVCVA. Mr. Ball provided a background of FM Global's involvement with the LVCVA, recognized the LVCVA for reducing the chances of property loss, and stated the LVCC is now considered a highly protected risk. Jesus Jaimes-Diaz, Account Engineer of FM Global, explained the meaning of a highly protected risk. Mr. Ball presented to the Board of Directors the highly protected risk award plaque and risk improvement credit check for \$10,000, and said he "looked forward" to continuing working with the LVCVA during the expansion and renovation project.

Vice Chair Chuck Bowling congratulated staff and the Board on being awarded.

Secretary Bill Noonan requested Mr. Puschnig review the auto insurance coverage and employee deductible schedules for next calendar year, to which Mr. Puschnig agreed.

Secretary Bill Noonan moved and it was carried by unanimous vote of the voting members present, including Member George Rapson to, 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.

ITEM 10. **Legal Counsel's Report and Recommendation(s)**
There were no new legal items to report.

This was an information item. Not an action item.

COMMITTEES

DIRECTORS' RECOGNITION

Member Michele Fiore announced the Hammonds pardon, the recognition of Las Vegas being named an "All American City" by the National Civic League and recognized Councilman Cedric Crear and Dr. Lisa Morris Hibbler, Deputy Director of the City of Las Vegas Parks, Recreation, and Neighborhood Services Department, for their efforts in receiving this award. Member Fiore congratulated the Ultimate Fighting Championship (UFC) on their 25th Anniversary and thanked UFC for the "amazing events they put on" as they help bring visitation to Las Vegas. Member Fiore announced the Ward 6 Splash Back to School event on August 4 and upcoming Movie in the Park events in the fall.

Member Mary Beth Sewald expressed her excitement for the largest fly-in from the State of Nevada to Washington D.C. on July 15-20, and stated the importance of the event to the Las Vegas Metro Chamber of Commerce (Chamber). Member Sewald also discussed and expressed her excitement for the efforts the Chamber is working on with the U.S. Department of Labor Secretary of State, Alexander Acosta.

Secretary Bill Noonan requested updates from the Southern Nevada Sporting Events Committee be given at the upcoming Regular Meeting of the Board of Directors.

Chair Lawrence Weekly recognized the efforts of Member Fiore, Member Carolyn Goodman, and the City in working with the Clark County Commission to eradicate the use of illegal fireworks on the 4th of July, expressed the importance of these efforts and requested community support and participation.

Vice Chair Chuck Bowling thanked the community for their support in the inaugural season of the Las Vegas Aces.

Member Goodman recognized the Las Vegas Lights FC soccer team and acknowledged the community support at their games.

Member Peggy Leavitt congratulated Secretary Noonan and Member Gregory Lee on their re-nominations to the Board of Directors and thanked them for their continued support and service as Board Members. Member Leavitt also noted the success of the 70th Annual Boulder City Damboree Celebration on July 4 and stated she agreed with Chair Weekly's comments to eradicate the use of illegal fireworks.

Member George Rapson thanked Member Lee and Eureka Casino Resort for the Rockets Over the Red Mesa event on July 4, and noted the success of the event.

Member Lee recognized Clint Holmes for the musical talent of the Rockets Over the Red Mesa event on July 4, and thanked Member Rapson.

Treasurer Larry Brown inquired about the vote made earlier in the meeting regarding the Board Nomination for Member Lee. Mr. Puschnig noted that he recalled the Board approving both nominations. Chair Weekly stated he recalled the Board Members had only voted for Secretary Noonan's nomination.

Treasurer Larry Brown moved and it was carried by unanimous vote of the voting members present, including Member George Rapson via telephone, to approve Gregory Lee as the Las Vegas Metro Chamber of Commerce nominee to serve as a member of the Board of Directors for the term of July 1, 2018, through June 30, 2020.

COMMENTS FROM THE FLOOR BY THE PUBLIC

Daniel Braisted stated the importance of the usage of building signage at the LVCC in relation to security and locators in the event of unforeseen circumstances.

Ed Uehling discussed a resolution recently approved by the Board of Clark County Commissioners to request 39,000 acres of land south of Las Vegas, and explained the land's value.

Dave Washington, former Las Vegas Fire and Rescue fireman, encouraged Chair Lawrence Weekly and other participants to continue their efforts in eradicating illegal fireworks for the safety of the community.

Aubrey Branch, businessman, expressed his excitement and his support of the Las Vegas Aces.

ADJOURNMENT

Chair Lawrence Weekly adjourned the meeting at 10:10 a.m.

Respectfully submitted,

Date Approved: August 14, 2018

Christal Harrison
Assistant to the Board of Directors

Lawrence Weekly
Chair

10July2018

To: Lawrence Weekly, Chairman, LVCVA
From: Ed Uehling

Re: Item #1 World Routes Development Forum Exhibition

Dear Chairman Weekly and Board Members:

I have been writing and talking to this board since 2010 about the rising size and wealth of the Chinese tourist market, because both are growing exponentially and, merely taken all by themselves, would have reversed the dismal growth figures of Las Vegas since 2010 that you can observe on the attached "Historical Las Vegas Visitor Statistics" chart.

I apologize in advance for appearing to be criticizing once again today. Rather, I wish to point out an opportunity that you have today in Item #1 to see for yourselves what is taking place in the city of Shenzhen which lies between your likely port of arrival, Hong Kong and the City of Guangzhou, where the World Routes Development Forum Exhibition is taking place.

The Shenzhen airport area—only 40 minutes by bus from Hong Kong International Airport—is currently witnessing the following, which could have huge implications for the future of Las Vegas:

- Construction of a new Manhattan from scratch with skyscrapers, hotels, apartments, World Trade Center, etc. on the South side of the Shenzhen Airport
- Construction of a 16,000,000 square foot convention center, whose completion date has just been set back to February of next year on the North side of the Shenzhen Airport
- Designated subway lines between the Airport and both facilities, in addition to the newly completed line to the Airport itself from the city, which lies to the east, and a new extension being built that will eventually reach Guangzhou to the west.
- The airport itself is capturing international flights by the dozens—in addition to sitting next to Hong Kong (which city it will soon surpass). Furthermore, any person visiting Hong Kong from anywhere in the world can travel to Shenzhen for 144 hours WITHOUT A CHINESE VISA.

Shenzhen is inaccurately called the Las Vegas of China by some because of its rapid growth (from a 70,000 population fishing village in 1979 to a 15,000,000 diverse population center which has a free atmosphere approaching that of Las Vegas. The label is inaccurate, because Shenzhen makes Las Vegas look like a poor Western frontier town—with the exception of the Strip. At any rate it definitely intends to compete with our city.

Please allocate a big enough budget for Item 1, so that the entire board can spend at least 2 days visiting and learning more about Shenzhen and its projects.

Historical Las Vegas Visitor Statistics

(1970-2017)

UPDATED 04/2018

Year	Visitor Volume	Convention Delegates	Room Inventory	Occupancy Percentage			LVCVA Room Tax Collections *	En/Deplaned Air Passengers	Auto Traffic (I-15 at NVCA Border)	Clark County Gaming Revenue
				Midweek	Weekend	Total				
1970	6,787,650	269,129	25,430			68.0%	\$3,751,265	4,086,973	1,687,445	\$369,286,977
1971	7,361,783	312,347	26,044			78.3%	4,241,630	4,102,285	1,763,432	399,410,972
1972	7,954,748	290,794	26,619			81.2%	4,770,716	4,608,764	1,814,133	476,126,720
1973	8,474,727	357,248	29,198			84.4%	5,556,312	5,397,017	1,888,949	588,221,779
1974	8,664,751	311,908	32,826			78.7%	6,559,315	5,944,433	1,773,806	684,714,502
1975	9,151,427	349,787	35,190			79.5%	7,616,661	6,500,806	1,893,378	770,336,695
1976	9,769,354	367,322	36,245			82.0%	8,890,463	7,685,817	2,051,464	845,975,652
1977	10,137,021	417,090	39,350			80.8%	10,383,259	7,964,687	2,147,793	1,015,463,342
1978	11,178,111	607,318	42,620			82.0%	13,113,511	9,110,842	2,303,767	1,236,235,456
1979	11,696,073	637,862	45,035			80.9%	15,847,040	10,574,127	2,064,874	1,423,620,102
1980	11,941,524	656,024	45,815			77.2%	18,231,548	10,302,106	2,185,829	1,617,194,799
1981	11,820,788	719,988	49,614			75.7%	18,179,761	9,469,727	2,369,850	1,676,148,606
1982	11,633,728	809,779	50,270			70.3%	19,070,664	9,438,648	2,381,705	1,751,421,394
1983	12,348,270	943,611	52,529	67.1%	86.9%	72.6%	21,731,353	10,312,842	2,465,848	1,887,451,717
1984	12,843,433	1,050,916	54,129	66.4%	88.3%	72.5%	23,921,313	10,141,809	2,518,718	2,008,155,460
1985	14,194,189	1,072,629	53,067	74.7%	93.0%	79.8%	26,956,881	10,924,047	2,596,633	2,256,762,736
1986	15,196,284	1,519,421	56,494	76.8%	93.5%	81.4%	30,587,141	12,428,748	2,679,180	2,431,237,168
1987	16,216,102	1,677,716	58,474	79.2%	94.5%	83.4%	34,443,765	15,582,302	2,908,674	2,789,336,000
1988	17,199,808	1,702,158	61,394	81.4%	93.5%	85.1%	38,175,535	16,231,199	3,003,247	3,136,901,000
1989	18,129,684	1,508,842	67,391	81.6%	94.0%	85.2%	40,528,245	17,106,948	3,444,577	3,430,851,000
1990	20,954,420	1,742,194	73,730	80.9%	93.6%	84.7%	49,493,569	19,089,684	3,751,181	4,104,001,000
1991	21,315,116	1,794,444	76,879	76.0%	89.8%	80.3%	49,396,226	20,171,969	3,757,233	4,152,407,000
1992	21,886,865	1,969,435	76,523	80.4%	92.0%	83.9%	52,259,477	20,912,585	3,824,286	4,381,710,000
1993	23,522,593	2,439,734	86,053	84.6%	94.2%	87.6%	56,125,234	22,492,156	3,943,857	4,727,424,000
1994	28,214,362	2,684,171	88,560	86.5%	94.4%	89.0%	76,876,787	26,850,486	4,201,310	5,430,651,000
1995	29,002,122	2,924,879	90,046	85.6%	93.5%	88.0%	82,135,745	28,027,239	4,276,658	5,717,567,000
1996	29,636,361	3,305,507	99,072	88.7%	94.4%	90.4%	91,565,876	30,459,965	4,552,183	5,783,735,000
1997	30,464,635	3,519,424	105,347	84.1%	91.6%	86.4%	98,186,440	30,315,094	4,948,355	6,152,415,000
1998	30,605,128	3,301,705	109,365	83.0%	92.1%	85.8%	100,468,931	30,227,287	5,072,233	6,346,958,000
1999	33,809,134	3,772,726	120,294	85.6%	93.5%	88.0%	118,299,856	33,715,129	5,705,929	7,210,700,000
2000	35,849,691	3,853,363	124,270	86.6%	94.5%	89.1%	130,550,852	36,865,866	5,951,009	7,671,252,000
2001	35,017,317	5,014,240	126,610	81.6%	91.7%	84.7%	129,053,244	35,179,960	5,967,112	7,636,547,000
2002	35,071,504	5,105,450	126,787	80.9%	91.2%	84.0%	127,102,165	35,009,011	37,868	7,630,562,000
2003	35,540,126	5,657,796	130,482	81.6%	92.8%	85.0%	138,941,106	36,265,932	38,074	7,830,856,000
2004	37,388,781	5,724,864	131,503	85.8%	95.0%	88.6%	164,821,755	41,441,531	38,799	8,711,426,000
2005	38,566,717	6,166,194	133,186	86.6%	95.0%	89.2%	193,136,789	44,267,370	39,649	9,717,322,000
2006	38,914,889	6,307,961	132,605	87.4%	94.6%	89.7%	207,289,931	46,304,376	40,383	10,630,387,000
2007	39,196,761	6,209,253	132,947	88.7%	94.3%	90.4%	219,713,911	47,729,527	39,808	10,868,464,000
2008	37,481,552	5,899,725	140,529	84.3%	89.8%	86.0%	207,117,817	44,074,642	37,686	9,796,749,000
2009	36,351,469	4,492,275	148,941	78.2%	88.8%	81.5%	153,150,310	40,469,012	39,199	8,838,261,000
2010	37,335,436	4,473,134	148,935	76.8%	88.4%	80.4%	163,809,985	39,757,359	40,213	8,908,574,000
2011	38,928,708	4,865,272	150,161	80.7%	90.9%	83.8%	194,329,584	41,481,204	40,344	9,222,677,000
2012	39,727,022	4,944,014	150,481	81.6%	90.8%	84.4%	200,384,250	41,667,596	41,706	9,399,845,000
2013	39,668,221	5,107,416	150,593	81.4%	91.1%	84.3%	210,138,974	41,857,059	42,485	9,674,404,000
2014	41,126,512	5,194,580	150,544	83.9%	93.3%	86.8%	232,443,537	42,885,350	42,318	9,553,864,000
2015	42,312,216	5,891,151	149,213	89.2%	93.7%	87.7%	254,438,208	45,389,074	44,419	9,617,671,000
2016	42,936,100	6,310,600	149,339	86.5%	95.0%	89.1%	273,079,478	47,435,027	45,329	9,713,930,000
2017	42,214,200	6,646,200	148,896	86.0%	94.5%	88.7%	282,497,037	48,500,194	44,880	9,978,938,000

Compiled by the Las Vegas Convention and Visitors Authority (LVCVA)

Shading = Peak Values

* LVCVA Room Tax Collections do not include revenues from SB-1 legislation that are dedicated to Las Vegas Convention Center District (LVCCD) expansion and renovation.

a = So. California Auto Traffic counts are now reported by NV Dept of Transportation at I-15 at NVCA Border and represent avg. daily auto counts. All data published prior to 2002 is data from Yermo Station Inspection and reflects annual est. tallies of vehicles.



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

MEETING DATE:	AUGUST 14, 2018	ITEM NO. 1
TO:	BOARD OF DIRECTORS	
FROM:	CATHY TULL CHIEF MARKETING OFFICER	<i>Cathy Tull</i>
SUBJECT:	WORLD TRAVEL MARKET LONDON, UNITED KINGDOM – NOVEMBER 5-7, 2018	

RECOMMENDATION

The Marketing Division is requesting the Board of Directors: 1) Approve an expenditure of \$272,000 for expenses associated with the Las Vegas Convention and Visitors Authority (LVCVA) exhibiting at World Travel Market (WTM), November 5-7, 2018, in London, United Kingdom; 2) Authorize the Chief Executive Officer to sign and 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:	\$272,000	Estimated expenditure
	(\$45,000)	Estimated revenues from partner contributions
	\$227,000	Estimated net expenditure to LVCVA

BOARD ACTION:	
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Rossi Ralenkotter

**ROSSI RALENKOTTER
CHIEF EXECUTIVE OFFICER**

Steve Hill

**STEVE HILL
PRESIDENT/COO**

PURPOSE AND BACKGROUND

WTM is a three-day business-to-business event held annually in London and widely considered the leading showcase for the global travel industry. This trade show is a valuable opportunity for international travel trade to meet, network, negotiate, and conduct business. Attendees are key decision makers with direct purchasing power and include major tour operators, wholesalers, corporate/incentive buyers, travel agents, and international media representatives. More than one million business meetings were conducted during WTM 2017, generating more than \$4 billion in travel industry transactions.

Las Vegas Convention and Visitors Authority Board of Directors' Meeting

Agenda Documentation

Meeting Date: August 14, 2018

Subject: World Travel Market

London, United Kingdom – November 5-7, 2018

During the 2017 trade show and related events, LVCVA representatives utilized the tradeshow booth technology and *Vegas: Alter Your Reality* interactive installations and conducted more than 120 business appointments. Participating hotel and destination suppliers conducted more than 450 sales meetings with key international travel partners. Nevada Tourism and 17 Las Vegas hotel companies and allied attractions have expressed interest in exhibiting within the LVCVA booth at WTM 2018. It is anticipated that sponsorship revenues of approximately \$45,000 will be collected, resulting in a net cost to the LVCVA of \$227,000.

Estimated expenditures:

Booth design and construction	\$ 165,000
Exhibit space	\$ 77,000
Booth catering	\$ 10,000
Client development event	\$ <u>20,000</u>
Estimated expenditures	\$ 272,000
Estimated revenues from partner contributions	(\$ <u>45,000</u>)
Total estimated expenditures	\$ <u>227,000</u>

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:	AUGUST 14, 2018	ITEM NO. 2
TO:	BOARD OF DIRECTORS	
FROM:	CATHY TULL CHIEF MARKETING OFFICER	
SUBJECT:	IBTM WORLD – BARCELONA BARCELONA, SPAIN – NOVEMBER 27-29, 2018	

RECOMMENDATION

The Marketing Division is requesting the Board of Directors: 1) Approve an estimated expenditure of \$210,000 for expenses associated with the Las Vegas Convention and Visitors Authority (LVCVA) exhibiting at IBTM World – Barcelona, November 27-29, 2018, in Barcelona, Spain; 2) Authorize the Chief Executive Officer to sign and 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: \$210,000 Estimated expenditure

BOARD ACTION:	
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ROSSI RALENKOTTER
CHIEF EXECUTIVE OFFICER



STEVE HILL
PRESIDENT/COO

PURPOSE AND BACKGROUND

The proposed expenditure would cover the costs associated with the LVCVA exhibiting at IBTM World – Barcelona, a three-day business-to-business event held annually in Barcelona, Spain, which attracts over 13,000 meeting industry professionals. In 2017, IBTM World – Barcelona’s hosted buyer program attracted over 3,400 buyers representing 77 countries. More than 73,000 one-on-one pre-scheduled appointments were held between hosted buyers and exhibiting organizations. In addition, there were over 4,700 trade visitors (non-hosted), including 180 members of the international travel press, representing 30 countries.

Las Vegas Convention and Visitors Authority Board of Directors' Meeting

Agenda Documentation

Meeting Date: August 14, 2018

Subject: IBTM World - Barcelona
Barcelona, Spain – November 27-29, 2018

The LVCVA has attended IBTM World – Barcelona for the past 17 years. The following hotel and allied partners participated in the LVCVA stand in 2017:

- Caesars Entertainment
- Hard Rock Hotel & Casino
- JW Marriott Las Vegas
- MGM Resorts International
- AgenTours, Inc.
- AlliedTPro
- Cirque du Soleil
- Grand Canyon Helicopters and Grand Canyon Scenic Airlines
- Maverick Helicopters
- Origin Event Partners

In 2017, over 250 badges were scanned at the three-day event with 43 pre-scheduled one-on-one appointments conducted by LVCVA staff. This generated 20 new leads for the destination.


More than nine Las Vegas stakeholders and allied partners have expressed interest in exhibiting at the Las Vegas stand during IBTM World – Barcelona 2018, including Caesars Entertainment, JW Marriott Las Vegas, MGM Resorts International, SLS Hotel, Wynn|Encore, AgenTours, Inc, AlliedTPro, Cirque du Soleil, Maverick Helicopters, and Origin Event Partners.

Estimated expenditures:

Booth design and construction	\$110,000
Exhibit space	\$ 85,000
Transportation	\$ 5,000
Catering at stand	\$ 5,000
Promotional materials	<u>\$ 5,000</u>
Estimated expenditures	<u>\$210,000</u>

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:	AUGUST 14, 2018	ITEM NO. 3
TO:	BOARD OF DIRECTORS	
FROM:	CATHY TULL CHIEF MARKETING OFFICER	
SUBJECT:	LIFE IS BEAUTIFUL LAS VEGAS, NEVADA – SEPTEMBER 21-23, 2018	

RECOMMENDATION

The Marketing Division is requesting the Board of Directors approve the distribution of funds to Las Vegas Events (LVE) in the amount of \$150,000 to fund the Life is Beautiful festival September 21-23, 2018. The event will be held in Downtown Las Vegas.

For possible action.

FISCAL IMPACT

FY 2019: \$150,000 Estimated expenditure

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



**STEVE HILL
PRESIDENT/COO**

PURPOSE AND BACKGROUND

Life is Beautiful Music & Art Festival is an annual three-day celebration where people from all walks of life come together and create an experience centered in the universal languages of music, art, food, and connectivity. Located in Downtown Las Vegas, the 2017 event attracted more than 57,125 domestic and international visitors generating nearly \$46.2 million in overall economic impact.

This event has been approved by the LVE Board of Directors.

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

MEETING DATE:	AUGUST 14, 2018	ITEM NO. 4
TO:	BOARD OF DIRECTORS	
FROM:	CATHY TULL CHIEF MARKETING OFFICER	<i>Cathy Tull</i>
SUBJECT:	AIRLINE DEVELOPMENT UPDATE RECAP OF JANUARY – JUNE 2018 ACTIVITIES	

RECOMMENDATION

Staff will present an airline development update with Ailevon Pacific Aviation Consulting (APAC) to the Las Vegas Convention and Visitors Authority (LVCVA) Board of Directors on activities and accomplishments since January 2018.

This is an information item. Not an action item.

FISCAL IMPACT

None

BOARD ACTION:	
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Rossi Ralnkotter

**ROSSI RALENKOTTER
CHIEF EXECUTIVE OFFICER**

Steve Hill

**STEVE HILL
PRESIDENT/COO**


PURPOSE AND BACKGROUND

APAC is the consultant of record for the LVCVA with sole focus on air service development for the destination. APAC provides air service data analysis, short and long-term strategic planning, and continuous airline relationship engagement and development.

The LVCVA works strategically with APAC and McCarran International Airport to fulfill objectives to increase domestic and international air capacity to Las Vegas. Ongoing outreach efforts to airline partners include, but are not limited to regular destination market updates, proactively identifying areas of growth and concern, airline summits, and maximizing joint venture partnerships.

The Board of Directors will be provided a recap of activities, accomplishments, and a summary of works completed to date.

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

MEETING DATE:	AUGUST 14, 2018	ITEM NO. 5
TO:	BOARD OF DIRECTORS	
FROM:	TERRY JICINSKY SENIOR VICE PRESIDENT OF OPERATIONS	
SUBJECT:	CENTRAL HALLS C3-C5 AND NORTH HALL ROOF RECOATING, BID # 19-4541	

RECOMMENDATION

The Operations Division is requesting the Board of Directors: 1) Award Bid #19-4541, Central Halls C3-C5 and North Hall Roof Recoating to Roofing Southwest (Sprayfoam's Southwest), Las Vegas, Nevada in the estimated amount of \$691,869; 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.

For possible action.

FISCAL IMPACT

FY 2019: \$691,869 Estimated expenditure

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



**STEVE HILL
PRESIDENT/COO**

PURPOSE AND BACKGROUND

Staff is recommending a recoating of the roof areas over Central Halls 3, 4, 5 and North Halls 1, 2, 3, and 4. The subject areas have been repaired and maintained through various methods over the lifespan of the facility. The area is anticipated to be incorporated into the future renovation program. However, due to the nature of the deterioration, an interim maintenance program is being recommended to span the transition period.

Independent Roof Consultants, LLC, was hired to evaluate the areas and propose a cost effective solution. Their recommendation is to utilize a top-coating process to cover the existing PVC roof structure. The area to be recoated is approximately 488,000 square feet of the Central Halls and 481,000 square feet of the North Halls. This coating process was applied to the Central Halls 1 and 2 in fiscal year 2017 with excellent results.

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

Meeting Date: August 14, 2018

Subject: Central Halls C3-C5 and North Hall Roof Recoating, Bid #19-4541

An invitation to bid for the work was advertised and a pre-bid meeting and job walk was held on July 18, 2018.

Based on the specifications provided by the Engineering Projects Department, the following bids were received:

Vendor	City, State	Bid
Roofing Southwest (Sprayfoam's Southwest)	Las Vegas, NV	\$691,869
Commercial Roofers	Las Vegas, NV	\$733,600
Brazos Urethane	Texas City, TX	\$759,446
Cook Coatings Inc.	Temecula, CA	\$1,148,819
D&L Roofing, LLC	Las Vegas, NV	\$1,748,211

Staff is recommending the bid be awarded to Roofing Southwest (Sprayfoam's Southwest), Las Vegas, Nevada, as the lowest responsive and responsible bidder.

Funds are available in the FY 2019 capital improvement budget.

Contract #4541, Central Halls C3-C5/North Hall Roof Recoating Executive Summary

Provider: Roofing Southwest (Sprayfoam's Southwest)

Estimated Start: August 15, 2018

Fee: \$ 691,869

Scope: Provide equipment, materials, and labor to clean and recoat the roofs of Central Halls C3-C5 and North Halls 1-4.

Deliverables/Actions

- Clean and pressure wash the designated area (approximately 488,000 sf for Central Halls and 481,000 sf for the North Hall).
- Apply reinforcing fabric patches over extremely deteriorated areas and inspect/repair loose seams.
- Replace all damaged flashings around equipment and repair/replace damaged roof drains.
- Apply 100% white acrylic coating over the designated area.
- Provide a 5-year contractor and manufacturer's warranty on materials and workmanship.

Performance Measures:

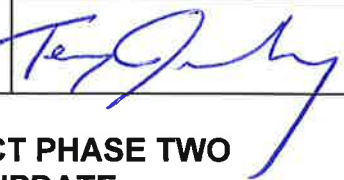
Schedule and conduct construction progress meetings to verify completion in compliance with specifications provided in the above scope of work.

Authority: The LVCVA, through its CEO, President/COO, or designee, shall be the final authority with regard to Provider's management and performance of services.

Termination: Termination with or without cause with 30 days written notice

For a copy of the entire contract and ownership disclosure, please contact the Executive presenting the associated agenda item.

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

MEETING DATE:	AUGUST 14, 2018	ITEM NO. 6
TO:	BOARD OF DIRECTORS	
FROM:	TERRY JICINSKY SENIOR VICE PRESIDENT OF OPERATIONS	
SUBJECT:	LAS VEGAS CONVENTION CENTER DISTRICT PHASE TWO STEEL MILL ORDER NO.1 PROCUREMENT UPDATE	

RECOMMENDATION

The Operations Division will provide an update on the procurement of Steel Mill Order No. 1 for the Las Vegas Convention Center (LVCC) District Phase Two Expansion Project.

This is an information item. Not an action item.

FISCAL IMPACT

FY 2019: \$21,206,271 Estimated expenditure

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



**STEVE HILL
PRESIDENT/COO**

PURPOSE AND BACKGROUND

Subsequent to the June 12, 2018, approval by the LVCVA Board of Directors for a purchase order not to exceed \$40,000,000 for Steel Mill Order No.1, the Construction Manager at Risk (CMAR), Turner Martin Harris, released documents and information necessary to publicly solicit competitive bids for the purchase of the initial structural steel for the LVCC District Phase Two Expansion project.

A total of five bids were received on July 19, 2018. All five bidders are US based. The three lowest bids represent a spread of less than 3%, indicating a quality bidding process.

The lowest responsible and responsive bid is within the budget and schedule for the procurement of the materials and services.

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

Meeting Date: August 14, 2018

Subject: Las Vegas Convention Center District Phase Two
 Steel Mill Order No. 1 Procurement Update

This steel mill order includes the structural steel and metal deck for the exhibition hall of the expansion project and represents +/-55% of the total structural steel to be purchased for the project.


The following table provides the bid tabulation for Steel Mill Order No.1.

Bidder	City, State	Bid
Herrick Corporation	Stockton, CA	\$ 26,813,703
Merrill Steel	Schofield, WI	\$ 22,406,475
SME Steel Contractors, Inc	West Jordan, UT	\$ 21,783,720
Shuff Steel Company	Phoenix, AZ	\$ 21,544,000
W&W AFCO Steel	Oklahoma, OK	\$ 21,206,271

The purchase order will be executed with the lowest responsive and responsible bidder as shown on the table above.

The contract terms and conditions with the steel mill company secures the unit price for all steel material purchased before February 2019. Currently, according to the CMAR's schedule, procurement for the remaining steel material is planned to occur prior to November of 2018.

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

MEETING DATE:	AUGUST 14, 2018	ITEM NO. 7
TO:	BOARD OF DIRECTORS	
FROM:	ED FINGER CHIEF FINANCIAL OFFICER	
SUBJECT:	VIRTUAL SERVER ENVIRONMENT SOFTWARE AND HARDWARE PURCHASE	

RECOMMENDATION

The Finance Department is requesting the Board of Directors: 1) Approve an estimated expenditure of \$187,000 to Dell, Inc., to purchase server hardware and VMWare vSAN Software Licenses; 2) Authorize the Chief Executive Officer to execute and sign contract documents; and 3) Authorize any residual unexpended balances from this authorization to revert to available capital funds.

For possible action.

FISCAL IMPACT

FY 2019: \$187,000 Estimated expenditure

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



**STEVE HILL
PRESIDENT/COO**

PURPOSE AND BACKGROUND

The Virtual Server environment (VM) is a critical component of the Las Vegas Convention and Visitors Authority's (LVCVA's) Information Technology (IT) infrastructure. The current environment supports 67 virtual servers running over 140 applications. The equipment is at capacity and in need of replacement. Several servers are over six years old and no longer meet the needs of the LVCVA's ever growing IT virtual environment.

By upgrading to new VM server hardware, the LVCVA will be able take advantage of the new features of VMWare and vSAN to enhance reliability of current and future systems, provide better redundancy for business continuity, and ensure the ability to meet the future needs of the LVCVA's technology initiatives.

Las Vegas Convention and Visitors Authority Board of Directors' Meeting

Agenda Documentation

Meeting Date: August 14, 2018

Subject: Virtual Server Environment Software and Hardware Purchase

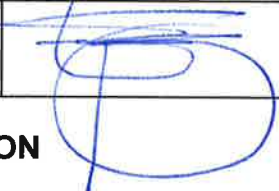
In addition, upgrading the current system will also allow the LVCVA to retire older physical servers by moving them to the virtual environment negating the need to replace the older standalone servers.

Funds have been approved in the Fiscal Year 2019 Information Technology Department Capital Computer budget. Staff recommends the contract be awarded to Dell, Inc., using the State of Nevada Contract.

Per NRS 332.195 (a), the LVCVA is permitted to utilize the contract of another agency or cooperative as a method of procurement. The joinder contracts of the State of Nevada allow the LVCVA to leverage the buying power of these agencies who have previously gone through the competitive procurement process.

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

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

MEETING DATE:	AUGUST 14, 2018	ITEM NO. 8
TO:	BOARD OF DIRECTORS	
FROM:	ED FINGER CHIEF FINANCIAL OFFICER	
SUBJECT:	2018B BONDS SUPPLEMENTAL RESOLUTION	

RECOMMENDATION

The Finance Department is requesting the Board of Directors: 1) Approve the 2018B Bonds Supplemental Resolution amending Resolution No. 2018-95 to allow for the capitalization of interest on the Series 2018B Convention Center Expansion Revenue Bonds; 2) Approve the Certificate of the CEO allowing for negotiated bond sale as required by Nevada Revised Statutes; 3) Authorize the Chief Executive Officer (CEO) or the Chief Financial Officer (CFO) to execute documents and agreements for the issuance of the 2018B Bonds; 4) Authorize the Chair of the Board to sign the Resolution; and 5) Authorize all other matters relating thereto as defined in the Resolution.

For possible action.

FISCAL IMPACT

FY 2019: \$1,750,000
bond proceeds)

Estimated expenditures for cost of issuance (paid for out of

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



**STEVE HILL
PRESIDENT/COO**

PURPOSE AND BACKGROUND

As required by Senate Bill 1 of the 2016 Special Session of the Nevada Legislature (SB1), on May 25, 2017, the Oversight Panel for Convention Facilities in Clark County (Oversight Panel) approved the Las Vegas Convention Center District (LVCCD) Plan (Plan) for the Phase Two expansion. The Plan allows for the \$860 million project, plus up to an additional 5%, or \$903 million of total project costs. The Oversight Panel also authorized the issuance of up to \$900 million of bonds to fund the project. These actions were subsequently approved by the LVCCD Committee on June 1, 2017, and further approved by the full LVCVA Board of Directors on June 13, 2017.

Las Vegas Convention and Visitors Authority Board of Directors' Meeting
Agenda Documentation
Meeting Date: August 14, 2018
Subject: 2018B Bonds Supplemental Resolution

On February 13, 2018, the LVCVA Board approved the first \$400 million of bond issuance for Phase Two through Clark County, utilizing the County's general obligation backing. To date, \$200 million of these bonds have been issued.

On May 8, 2018, the LVCVA Board authorized the remaining \$500 million of these bonds through Resolution No. 2018-95.

This resolution amends Resolution No. 2018-95 to permit the capitalization of interest, allowing the Authority to enter the bond market earlier than previously planned while maintaining planned debt service cash outflows.

This resolution authorizes certain documents relating to the bond issuance, including the Bond Purchase Agreement and the Preliminary Official Statement, to be executed by either the CEO or the CFO of the Authority.

This resolution also approves the Certificate of the CEO, required under NRS 350.155 for a negotiated bond sale. The Authority's CFO and financial advisory team request this permission due to the size and complexity of the issuance and the need to manage coupon structure and call features. The Certificate of the CEO and the report of the financial advisor are attached to this agenda item as required by statute. The Board approved a list of approved underwriters for negotiated bond sales at the July 10, 2018 meeting.

The LVCVA's financial advisory team for this issuance consists of JNA Consulting Group, LLC, and Montague DeRose & Associates, LLC, with Stradling, Yocca, Carlson & Rauth, P.C. providing bond and disclosure counsel services.

Bond proceeds and interest earnings will be restricted to the LVCCD project.

The bonds will be secured by revenues authorized by SB1, including a 0.5% room tax and the retention of collection fee amounts in excess of \$25 million per fiscal year, as well as the other tax and facility revenues of the LVCVA.

The bonds are expected to be sold in mid-September, however, the final timing of bond issuance will be dependent upon market conditions and other considerations.

RESOLUTION NO. 2018-99

A RESOLUTION RELATING TO THE ISSUANCE OF THE AUTHORITY'S CONVENTION CENTER EXPANSION REVENUE BONDS, SERIES 2018B; APPROVING CERTAIN DOCUMENTS RELATING THERETO; AMENDING CERTAIN PROVISIONS OF RESOLUTION NO. 2018-95 RELATED THERETO; PROVIDING CERTAIN DETAILS IN CONNECTION THEREWITH; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, the County of Clark (the "County"), in the State of Nevada (the "State"), is a county duly and validly incorporated and operating under the laws of the State;

WHEREAS, the Las Vegas Convention and Visitors Authority (the "Authority") was duly created and organized as the County Fair and Recreation Board on December 8, 1955, pursuant to an act now cited as Nevada Revised Statutes ("NRS") 244A.597 through 244A.655 and all laws amendatory thereof (the "Project Act"), and pursuant to a resolution passed by the Board of County Commissioners of the County on November 18, 1955;

WHEREAS, on May 8, 2018, the Authority adopted Resolution No. 2018-95 ("Resolution No. 2018-95") authorizing the issuance of the "Las Vegas Convention and Visitors Authority Convention Center Expansion Revenue Bonds, Series 2018B/C [2019A/B]" in one or more series, to finance in whole or in part the costs of a project to expand the Las Vegas Convention Center with the addition of not less than 600,000 square feet of leasable exhibition space, plus associated support space, and to further expand, construct, improve, maintain, and renovate the facilities of the Authority (the "Project");

WHEREAS, the Authority intends to issue its "Las Vegas Convention and Visitors Authority Convention Center Expansion Revenue Bonds, Series 2018B" (the "2018B Bonds") pursuant to the Resolution No. 2018-95 to finance a portion of the cost of the Project;

WHEREAS, the Authority desires to amend certain portions of Resolution No. 2018-95 to provide additional details relating to 2018B Bonds; and

WHEREAS, there have been filed with the Authority: a) a Bond Purchase Agreement by and between RBC Capital Markets, LLC, as Representative of the Underwriters, and the Authority relating to the 2018B Bonds (the "Bond Purchase Agreement"); b) the Preliminary Official Statement relating to the 2018B Bonds (the "Preliminary Official Statement"); c) a certificate of the CEO, as chief administrative officer of the Authority (the "Certificate of the CEO"); and d) a report of the Authority's financial advisor submitted pursuant to NRS 350.155 to the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE LAS VEGAS CONVENTION & VISITORS AUTHORITY, NEVADA:

Section 1. This resolution shall be known as and may be cited by the short title "2018B Bonds Supplemental Resolution."

Section 2. Section 401 of Resolution No. 2018-95 is hereby amended in its entirety to read as follows:

“Section 401. Disposition of 2018-19 Revenue Bond Proceeds. The proceeds of the 2018-19 Revenue Bonds upon the receipt thereof at any time or from time to time, shall be accounted for in the following manner and priority and are hereby pledged therefor:

A. First, the portion of the proceeds of each series of the 2018-19 Revenue Bonds designated as capitalized interest in the applicable Sale Document, if any, shall be deposited in the 2018-19 Revenue Bond Fund and used to pay interest on the applicable series of the 2018-19 Revenues Bonds as provided in the applicable Sale Document.

B. Second, a portion of the proceeds from each series of the 2018-2019 Revenue Bonds shall be credited into a subaccount for such series of the “Las Vegas Convention and Visitors Authority Convention Center Expansion Revenue Bonds, Series 2018-19 Acquisition Account,” a special account to be held under the control of the Authority hereby created. Such amounts shall be applied solely for the Costs of the Project.

C. Third, the balance of the proceeds of each series of the 2018-19 Revenue Bonds shall be deposited into the Costs of Issuance Account, a special account to be held under the control of the Authority hereby created, and shall be applied to the costs of issuing such series of the 2018-19 Revenue Bonds. After payment of the costs of issuance, if there is a balance remaining in the Costs of Issuance Account, the remaining balance shall be deposited in the Bond Fund, in accordance with Section 606 hereof.”

Section 3. In accordance with the Project Act, Resolution No. 2018-95, and this Resolution, the CEO or the Chief Financial Officer is hereby authorized to execute and deliver the Bond Purchase Agreement, subject to the terms of Resolution No. 2018-95. The form of the Bond Purchase Agreement on file with the Secretary with such changes as are approved by the officer executing the Bond Purchase Agreement, whose execution thereof shall be conclusive evidence of consent to any such changes, is hereby approved.

Section 4. The CEO or the Chief Financial Officer is authorized to deem the Preliminary Official Statement “final” for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The distribution, use of and execution of the Preliminary Official Statement for the 2018B Bonds on file with the Authority is hereby authorized. The distribution, use of, and execution of the Final Official Statement for the 2018B Bonds and any supplements or amendments thereto, in substantially the form of the Preliminary Official Statement on file with the Authority, with such amendments, additions and deletions as are consistent with the facts and not inconsistent herewith as may be approved by the CEO or the Chief Financial Officer by such officer’s execution of the Final Official Statement, is hereby authorized. The CEO or the Chief Financial Officer is authorized to sell, issue and deliver the 2018B Bonds.

Section 5. The Certificate of the CEO is hereby approved.

Section 6. The officers of the Authority are hereby authorized to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 7. All actions, proceedings, matters and things heretofore taken, had and done by the Authority, and the officers thereof (not inconsistent with the provisions of this resolution or Resolution No. 2018-95) directed toward the issuance of the 2018B Bonds, be and the same hereby are, ratified, approved and confirmed.

Section 8. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 9. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

Section 10. This Resolution shall become effective and be in force immediately upon its adoption.

ADOPTED this August 14, 2018.

Chairman, Las Vegas Convention and
Visitors Authority, Nevada

Attest:

Secretary of the Board of Directors

STATE OF NEVADA)
) ss.
 COUNTY OF CLARK)

I am the duly chosen, qualified and acting Secretary of the Las Vegas Convention and Visitors Authority (herein “Authority”), Clark County, Nevada, do hereby certify:

1. The foregoing pages, inclusive, constitute a true, correct and compared copy of a resolution of the Authority adopted at a regular meeting of the Authority held on August 14, 2018, and the original of such resolution has been approved and authenticated by the signature of the Chairman of the Authority and myself as Secretary, and has been recorded in the minute book of the Authority kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

2. The members of the Authority were present at such meeting and voted on the passage of such resolution as follows:

- Those Voting Aye: _____

- Those Voting Nay: _____

- Those Abstaining: _____

- Those Absent: _____

3. All members of the Authority were given due and proper notice of such meeting.

4. Public notice of such meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of meeting and excerpt from the agenda for the meeting relating to the resolutions, as posted at least 3 working days in advance of the meeting on the Authority’s website, the State of Nevada’s official website, at the Authority’s office and three other locations, i.e., at:

- (i) Las Vegas Convention and Visitors Authority (LVCVA)
1st Floor Administration Offices
3150 Paradise Road
Las Vegas, Nevada
- (ii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (iii) City Hall, City of Las Vegas
495 South Main Street
Las Vegas, Nevada
- (iv) Clark County Law Library
309 South 3rd Street
Las Vegas, Nevada

is attached as Exhibit A.

5. At least 3 working days before such meeting, such notice was given to each member of the Authority and to each person, if any, who has requested notice of meetings of the Authority in accordance with the requirements of Chapter 241 of NRS.

IN WITNESS WHEREOF, I have hereunto set my hand this August 14, 2018.

Secretary

EXHIBIT A

(Attach Copy of Notice of Meeting)

CERTIFICATE OF THE CEO PURSUANT TO NRS 350.155

IT IS HEREBY CERTIFIED by the undersigned, CEO, as the chief administrative officer of the Las Vegas Convention and Visitors Authority, Nevada (the "Authority"), in connection with the sale and issuance of the Authority's Convention Center Expansion Revenue Bonds, Series 2018B (the "Bonds"), being issued for the purposes described in the resolutions of the Authority adopted on May 8, 2018 and August 14, 2018, authorizing the issuance of the Bonds, that:

1. Pursuant to NRS 350.155(2)(h): (i) the proposed method of financing the Bonds described in the report of JNA Consulting Group LLC and Montague DeRose and Associates, LLC, as financial advisors to the Authority in connection with the Bonds, attached to this certificate and made a part hereof (the "Financial Advisors Report"), is incorporated herein by reference as if set forth in full herein, and (ii) such method of financing has not been used previously by any municipality in this state;

2. Pursuant to NRS 350.155(2)(j) the particular conditions in the market which indicate that a negotiated sale of the Bonds may provide a benefit to the Authority set forth in the Financial Advisors Report and are incorporated herein by reference as if set forth in full herein; and

3. The estimated amount of benefit which will accrue to the Authority described in the Financial Advisors Report is incorporated herein by reference as if set forth in full herein.

WITNESS my hand as of this August 14, 2018.



CEO

Las Vegas Convention and Visitors
Authority, Nevada



JNA Consulting Group, LLC

Independent Public Finance Advisors

To: Ed Finger, Chief Financial Officer, Las Vegas Convention and Visitors Authority

From: JNA Consulting Group, LLC and Montague DeRose and Associates

Date: August 03, 2018

RE: Proposed Method of Sale for 2018B Revenue Bonds (LVCCD Expansion Project)

As required under Nevada Revised Statutes, this memo serves as the financial advisor's certification of the need to utilize a negotiated method of sale for the Las Vegas Convention and Visitors Authority, Nevada Revenue Bonds Series 2018B.

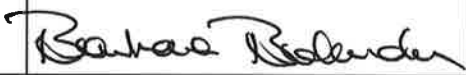
The 2018B Bonds will represent the largest issue undertaken by the Authority at \$500 million and NRS 350.155(2)(h) and NRS 350.155(2)(j) provides that under certain market conditions the bonds may be sold at negotiated sale. We believe these statutes apply to the 2018B Bonds for the following reasons:

- The 2018B Bonds represent a very large issue for a Nevada local government.
- The 2018B Bonds are proposed to be priced without a reserve fund. A negotiated sale provides flexibility to receive direct investor feedback on the use of a reserve fund and its impact on the overall transaction.
- The goal in structuring the 2018B Bonds is to minimize debt service impact in the next few years. A bidding parameter requiring lower coupons could be part of a competitive sale; however, it is likely that this limitation would be more far reaching and have an adverse impact due to the desire of buyers to have coupons in the 4%-5% range, especially given the maturity sizes associated with this transaction. A negotiated sale allows LVCVA to achieve the desired structure by using lower coupons on those maturities, or portions of maturities, where buyers are most willing to accept them.
- The newly proposed congressional tax package places a number of restrictions on the issuance of tax exempt municipal bonds including prohibition on issuing advance refunding bonds after January 1, 2018. Given the restrictions on advance refundings, the Authority may desire to sell a portion of the bonds with more aggressive redemption provisions. A negotiated sale allows for the aggressive redemption feature to be placed on the maturity(ies) with the most market acceptance. Selecting those maturities in advance, as would be required in a competitive sale, would likely result in higher interest rates on those maturities.

We expect that utilizing a negotiated sale for the 2018B Bonds provides many benefits that cannot be easily quantified like the call feature. However, we estimate that a negotiated sale will provide at least \$1,000,000 of benefit due to the ability to manage couponing and redemption provisions and utilizing them where there is the most market acceptance.

If you have any questions, please contact Martin Johnson at (702) 294-5100 or Jim Bemis at (805) 496-2211.

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

MEETING DATE:	AUGUST 14, 2018	ITEM NO. 9
TO:	BOARD OF DIRECTORS	
FROM:	BARBARA BOLENDER CHIEF PEOPLE OFFICER	
SUBJECT:	PUBLIC HEARING ON CORRECTED 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, 2023.

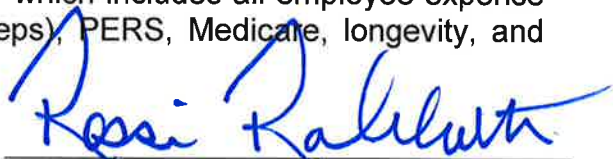
For possible action.

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, 2023. The SEIU membership ratified the agreement 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.

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.

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

Meeting Date: August 14, 2018

Subject: Public Hearing on Corrected Collective Bargaining 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	

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, 2023. 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 as of the effective date of this Agreement and issued upon request made either to the Authority or the Union. If the Authority determines that a change is needed to any job description in effect as of July 1, 2018, 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 advance 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 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

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 executive in Human Resources.

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 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 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 senior executive in Human Resources 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 Senior Executive in Human Resources 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 senior executive in Human Resources or his/her designee. No later than ten (10) working days after receipt of said written notice, the senior executive in Human Resources or his/her designee shall meet with the employee and/or Union representative. The senior executive in Human Resources 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 senior executive in Human Resources 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 senior executive in Human Resources.

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 in 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.

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~~2023. 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 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 – ~~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-~~mandatory~~ Mandatory 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~~ 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.~~

~~4.9 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.~~

~~e. — The Authority's current policy regarding the confidentiality of employee records will be maintained without modification for the term of this Agreement.~~

4.11 – 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.

4.1210 – 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%~~ 32.2% across-the-board increase in base wage rates. Simultaneously, all grades and steps will be increased ~~32.2%~~ 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%~~ 32.8% across-the-board increase in base wage rates. Simultaneously, all grades and steps will be increased ~~32.8%~~ 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%~~ 2.58% across-the-board increase in base wage rates. Simultaneously, all grades and steps will be increased ~~2.58%~~ 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 human resources~~ 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.~~
- 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 SecurityCustomer 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 LVCVA 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 ~~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~~be placed in a classification with a grade of the position demoted to 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 as of the effective date of this Agreement and issued upon request made either to the Authority or the Union. If the Authority determines that a change is needed to any job description in effect as of July 1, 2018, the Authority will furnish to the Union a copy of the modified job description.

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. Upon written request, employees may elect to sell up to 100 hours of their PTO at a rate of 100% of the employee's current straight hourly rate of pay. Employees must have a minimum PTO balance of 500 hours in order to participate. 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 Vice President of senior executive in Human Resources, an employee may be advanced up to 40 hours of PTO; however, an employee who has taken advanced advance 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 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
-
- 12.1—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 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 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. — 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 executive in Human Resources.

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 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 grandchildren.
- Brothers/sisters, half-brother, half-sister, and stepbrother/stepmother.
- 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 ~~work days shall be paid their regular wages by the Authority.~~ 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.

~~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.~~

~~c. 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). for the days they serve on the jury. 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~~ lasts four hours or more on the day of jury duty, including travel time ~~going~~ to and from the courthouse. Those employees called as witnesses will report back to work when excused by the court.~~

Jury duty

~~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. 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.~~

~~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 leave.~~

12.3 – Family Leave

~~Family leave will be granted according to federal law.~~

12.4 – Leave of Absence Without Pay

- ~~a. — Benefits will not accrue during LWOP and all insurance premiums, if the employee wishes to continue and is eligible, will be his/her responsibility.~~

- ~~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. — Employees who need to absent themselves from work for bereavement and/or to attend the funeral for designated family members (as defined in Article 21) will be granted a maximum of 4 consecutive calendar days leave with straight-time pay. **Paid bereavement leave** and will not be counted as time worked for the purpose of computing overtime.~~

- ~~b. — Bereavement leave must be used within 60 days of the death of the family member, unless waived by the Vice President of Human Resources.~~

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 of~~ 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 ~~Vice President of~~ 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 ~~Vice President of~~ 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 **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 of 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 **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 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.

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 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.

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

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

20.2 – Exclusions

Disputes specifically excluded ~~inby~~ 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~~ A grievance is any ~~employee covered by this Agreement will be handled solely~~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 senior executive in Human Resources 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 Senior Executive in Human Resources 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 senior executive in Human Resources or his/her designee. No later than ten (10) working days after receipt of said written notice, the senior executive in Human Resources or his/her designee shall meet with the employee and/or Union representative. The senior executive in Human Resources 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.

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.~~article.~~

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 ~~written~~ disciplinary proceedings undertaken by the Authority directed ~~at~~ an employee. Such documents will be provided to the Union as soon as ~~practical~~practicable following the Union's written request, but no later than five (5) working days ~~receipt of the appeal request under, unless otherwise agreed to by the terms of this article.~~Union and the Authority.

20.421.5 – 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/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 **exclusive**

~~representation of exclusively represent~~ employees covered by this Agreement, 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

21.6 – 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, 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~~The Authority shall give employees at least 24 hours ~~or as much~~ notice ~~as practical~~ of a planned disciplinary meeting so the employee ~~may contact~~can have a ~~chief steward to coordinate representation in a timely manner.~~representative present.

20.8 – Investigation

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 at least up to 24 hours prior to appearing at any investigatory meeting/hearing. ~~_____.~~ The Union and ~~management~~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 ~~during an~~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

20.9 – 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 ~~supervisor.~~employee's Department Head.

~~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

- ~~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~~/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-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 **and/or** demotion **appeals which must** decision shall be processed in accordance with the **following steps, time limits, and conditions:**grievance procedure set forth in Article 20.7 of this Agreement.~~

~~— **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.21.10~~

20.11 – Suspension Pending Termination

An employee who ~~is to be terminated~~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).

20.1221.11 – Pre-Termination /Hearing

- a. ~~Upon written request,~~ Prior to the termination of any employee ~~will be provided who has satisfactorily completed his/her introductory period,~~ the opportunity of 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 ~~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 will~~ be processed conducted in accordance with the following steps, time limits, and conditions:

Step 1. The ~~employee who has been recommended for pre-~~termination ~~will have 7~~hearing shall be conducted within ten (10) working days, ~~not including (unless otherwise extended by mutual agreement) following the day date of the employee's receipt of notice recommending termination, to submit before a written request to the Vice President of Human Resources. The pre-termination hearing-hearing~~ officer ~~will who shall~~ be a Vice President from a division other than the ~~employee~~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 ~~as referenced in Section 4 of under~~ this article. Agreement. The employee will notify the ~~Vice President of senior executive in~~ 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 shall~~ be given at least three (3) working 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 reasoned decision in writing within 3five (5) working days and forward it to the employee, the

employee's representative, and the **Vice President of senior executive in** Human Resources.

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

dc. If the hearing officer rescinds the termination recommendation, the employee will be reinstated and reimbursed for **whatever any** PTO he/she used while removed from the worksite pending the pre-termination hearing.

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

20.13-21.12 – Termination Appeals

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

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 – Arbitration

a. ~~Prior to invoking arbitration, the parties by mutual agreement may agree to submit any dispute to mediation. The mediator may be selected from FMCS or other mutually agreed upon third party.~~

~~b. — When necessary, the parties will jointly request the Federal Mediation and Conciliation Service (FMCS), to furnish a panel of 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. 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. — Arbitrator's Jurisdiction. The jurisdiction and authority of the arbitrator and his 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 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 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 jurisdiction and authority shall be final and binding on the employee, the Union, and the Authority.~~

~~g. — 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.~~

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 ~~21~~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 LVCVA 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 is defined as. Includes Verbal Warning/Performance Improvement Notice ("PIN"), Written Warning/PIN, Suspension Without Pay (up to include written reprimand, subsequent written reprimand(s), suspension, demotion 3 days), Final Suspension without Pay, and termination 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 of senior executive in 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. 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 within a particular classification.~~

~~b. c.~~ b. c. — New hire 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.

~~b. c.~~ b. 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.

~~c. d.~~ c. d. — Employees accrue seniority during all paid leave time.

~~d. e.~~ d. e. — An employee loses seniority under the following conditions:

- (1) When he/she terminatesis 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.~~

~~e.f. 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.~~

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

MEETING DATE:	AUGUST 14, 2018	ITEM NO. 10
TO:	BOARD OF DIRECTORS	
FROM:	BARBARA BOLENDER CHIEF PEOPLE OFFICER	
SUBJECT:	CUSTOMER SERVICE EXCELLENCE PROGRAM	

RECOMMENDATION

Staff is requesting the Board of Directors: 1) Approve an estimated expenditure of \$100,000 for the Las Vegas Metro Chamber of Commerce Customer Service Excellence Program for Fiscal Years 2018-2019; 2) Authorize the Las Vegas Convention and Visitors Authority (LVCVA) Chief Executive Officer to execute the sponsorship contract; and 3) Authorize any residual unexpended balances from this authorization to revert to available general funds.

For possible action.

FISCAL IMPACT

FY 2019: \$100,000 Estimated expenditure

BOARD ACTION:	
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 ROSSI RALENKOTTER
 CHIEF EXECUTIVE OFFICER


 STEVE HILL
 PRESIDENT/COO

PURPOSE AND BACKGROUND

The tourism industry is the main driver of the local economy, and providing a great experience for visitors is the key to ensuring the industry succeeds and grows. Delivering on the brand promise and providing unparalleled customer service helps set Las Vegas apart from the competition.

The Las Vegas Metro Chamber of Commerce Customer Service Excellence Program is a key component in emphasizing the importance of service to the visitors of Clark County. The LVCVA is proud to sponsor the Customer Service Excellence Program. The quarterly program recognizes selected employees of all industries throughout the destination for their customer service and culminates with a luncheon at a Las Vegas resort at the end of the year. The LVCVA has sponsored this program for 21 years.

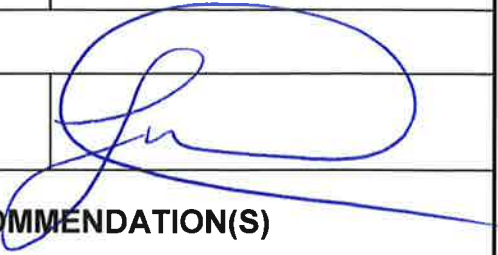
Las Vegas Convention and Visitors Authority Board of Directors' Meeting
Agenda Documentation
Meeting Date: August 14, 2018
Subject: Customer Service Excellence Program

Outside recognition for the efforts of frontline employees validates the work they do to make Southern Nevada the unparalleled destination it has become.

Excellent customer service is essential to support the efforts of the LVCVA to attract more visitors. Word-of-mouth is still one of the strongest forms of promotion, so it is important to make sure our visitors speak positively about their experiences here when they return home.

In 2017, over 5,649 employees throughout the community were recognized for customer service excellence. To date in 2018, there have been 5,251 nominations submitted, representing the best program year in history.

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

MEETING DATE:	AUGUST 14, 2018	ITEM NO. 11
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 item. 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.

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

MEETING DATE:	AUGUST 14, 2018	ITEM NO. 12
TO:	BOARD OF DIRECTORS	
FROM:	ROSSI RALENKOTTER CHIEF EXECUTIVE OFFICER	
SUBJECT:	REPORT ON SOUTHERN NEVADA SPORTING EVENT COMMITTEE	

RECOMMENDATION

The Chief Executive Officer (CEO) will present a status report regarding the Southern Nevada Sporting Event Committee.

This is an information item. 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

Governor Brian Sandoval signed an executive order creating the Southern Nevada Sporting Event Committee on April 17, 2018. Rossi Ralenkotter, CEO and Steve Hill, President/COO are appointed members of the committee. The Board of Directors will be provided a status report of the Southern Nevada Sporting Event Committee's activities, accomplishments, and a summary of work completed to date.



Las Vegas Convention and Visitors Authority

MEMORANDUM

Date: August 14, 2018
To: LVCVA Board of Directors
From: Rossi Ralenkotter, CEO
Re: Southern Nevada Sporting Event Committee Meeting Update - June 15, 2018 and July 12, 2018 Recap

The Southern Nevada Sporting Event Committee met twice over the past two months on June 15, 2018 and July 12, 2018. Made up of 17 members appointed by the Governor and 6 non-voting technical advisory members, this committee's primary goal is to identify potential sporting events and associated activities to host in Southern Nevada, and evaluate the potential costs and benefits associated with each event. The Committee will also evaluate whether the Legislature should establish a permanent Sports Commission. A final report with recommendations must be submitted to the Governor and the Legislature by December 31, 2018.

The first committee on June 15th was administrative in nature outlining the role of the committee and establishing the meeting dates for 2018. Additionally, the committee approved a professional services agreement between Applied Analysis and the Governor's Office of Economic Development (GOED) to provide staffing, research and analysis services to the committee.

The July 12th meeting provided the committee with an overview of how the destination currently funds special events. Pat Christensen from Las Vegas Events (LVE) gave a presentation on their role and how they manage event sponsorships and production.

The LVCVA provided the background on funding and formation of its special event grant through Senate Bill 170 enacted in 1983. This grant funds LVE and is approved annually by the LVCVA Board of Directors. Additionally, we presented our process for evaluating event sponsorships and how these must meet the objectives of the destination: visitor volume, economic impact, incremental room nights and brand elevation.

The final presentation came from the Applied Analysis team giving the committee an overview of similar sports committees/sports commissions in the United States.

The Chair closed the meeting by sharing the focus and timeline for the upcoming meetings which is listed below:

- | | |
|-------------------------------------|-------------------|
| 1. Research phase | August/September |
| 2. Analysis of revenue alternatives | September/October |
| 3. Final report creation | October/November |
| 4. Final report review | November/December |
| 5. Final report submission | December |


The meeting dates for the remainder of 2018 are as follows:

- | | |
|--------------|--------|
| August 8 | 1:00pm |
| September 12 | 1:00pm |
| October 10 | 1:00pm |
| November 14 | 9:00am |
| December 12 | 1:00pm |

Rossi



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

MEETING DATE:	AUGUST 14, 2018	ITEM NO. 13
TO:	BOARD OF DIRECTORS	
FROM:	ROSSI RALENKOTTER CHIEF EXECUTIVE OFFICER	
SUBJECT:	REPORT ON DEPARTMENT OF TRANSPORTATION NATIONAL ADVISORY COMMITTEE ON TRAVEL AND TOURISM INFRASTRUCTURE	

RECOMMENDATION

The Chief Executive Officer will present a status report regarding the United States Department of Transportation (DOT) National Advisory Committee on Travel and Tourism Infrastructure (NACTTI).

This is an information item. 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

The DOT brought together the NACTTI for a two-day meeting on June 26-27, 2018. After a year and a half break, the NACTTI reconvened to begin work on recommendations that will be presented to the Secretary of Transportation on December 4-5, 2018. These recommendations will be considered for inclusion in the 20-year strategic plan which the DOT must produce as part of the Fixing America's Surface Transportation (FAST) Act. The Board of Directors will be provided a status report of the NACTTI's activities, accomplishments, and a summary of work completed to date.



Las Vegas Convention and Visitors Authority

MEMORANDUM

Date: August 14, 2018

To: LVCVA Board of Directors

From: Rossi Ralenkotter, CEO

Re: U.S. Department of Transportation National Advisory Committee on Travel and Tourism Infrastructure (NACTTI)- Update

The Department of Transportation (DOT) held a NACTTI meeting June 26-27, 2018 in Washington DC. The meeting convened the group after a year and a half hiatus. During this time, the staff at DOT reorganized the committee and made membership changes resulting in a reduction in size from 25 members down to 15.

The formation of NACTTI came from the passing of the FAST ACT 2015 with the purpose of providing information, advice, and recommendations to the Secretary of Transportation (Secretary) on matters relating to the role of intermodal transportation in facilitating mobility related to travel and tourism activities. With its two-year term ending in December 2018, the NACTTI must produce a final report which will be presented to the Secretary that is anticipated to be part of the framework of a new 20-year strategic plan.

Three tasks have been given to the group in terms of problem statements centered around:

- Defining Critical Infrastructure
- Improvements to Critical Infrastructure
- Impediments to Critical Infrastructure

The NACTTI has begun working on these problem statements through strategic support from various stakeholders including US Travel Association, AASHTO, State DOTs, MPO's, etc. The LVCVA is playing an active role in this work and staff will continue to provide updates to the board along with way.

Over the next four months, the NACTTI will produce its final report with a presentation to DOT leadership on December 4-5, 2018. Please contact my office for any additional information.

A handwritten signature in black ink that reads "Rossi". The letters are cursive and fluid, with a prominent loop at the top of the "R".

Rossi

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

MEETING DATE:	AUGUST 14, 2018	ITEM NO. 14
TO:	BOARD OF DIRECTORS	
FROM:	LUKE PUSCHNIG LEGAL COUNSEL	
SUBJECT:	SEPARATION AND RELEASE AGREEMENT INCLUDING COVENANT NOT TO COMPETE BETWEEN ROSSI RALENKOTTER AND LVCVA	

RECOMMENDATION

The General Government Division is requesting that the Board of Directors consider: 1) A Separation and Release Agreement between Rossi Ralenkotter and the LVCVA; and 2) Authorize the President/COO to execute the contract documents.

For possible action.

FISCAL IMPACT

FY 2019: TBD

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

PURPOSE AND BACKGROUND

After over forty-five (45) years of service to the LVCVA and the Las Vegas market, Rossi Ralenkotter has decided to retire from the LVCVA. The Separation and Release Agreement will be provided to the Board and the public prior to the meeting.

The Agreement being negotiated by counsel will further provide that Rossi Ralenkotter agrees to a covenant not to compete and to not use his extensive knowledge and experience for the benefit of competing destinations for two (2) calendar years.

U.S. TRAVEL ASSOCIATION

July 9, 2018

Mr. Rossi Ralenkotter
CEO
Las Vegas Convention and Visitors Authority
3150 Paradise Road
Las Vegas, NV 89109-9096

Dear Rossi:

Too often in our busy industry, we fail to stop and reflect on the contributions of its leaders and pioneers whose achievements have made travel such a vibrant and essential part of American life. Today, we want to pause to congratulate you, our friend, on many remarkable accomplishments and thank you for all you do for travel.

Across 44 years of dedicated service to your beloved city, you have shown determination and imagination in equal measure. Thanks to your hard work and commitment, Las Vegas is reaching new heights as a major global travel destination. And as a boss, you never forgot what it was like to be an employee and valued colleague, as shown in your well-deserved recognition as Employer of the Year by the Employee Service Management Association.

You took the Las Vegas brand from the Strip to Madison Avenue as an inductee in the Advertising Walk of Fame. Your work in brand marketing is known and respected the world over and has deservedly won multiple honors and awards. You have set the bar high for all of us in travel, establishing a model for destination marketing leaders across the country and around the world who hope to deliver benefits for their communities and residents.

Thanks to your many efforts, Las Vegas and southern Nevada are more prosperous and special places for residents and visitors alike. With an ever-expanding number of hotel rooms and record numbers of visitors arriving in Las Vegas every year, you richly deserve your place in the Nevada Business Hall of Fame. You dramatically expanded Las Vegas' convention and trade show business and its convention center and put the city on the map as a premier business destination. You've promoted not only tourism but also sports, in which you have been a "golden knight" in service to the sports fans of Nevada, evidenced by your recent induction to the Southern Nevada Sports Hall of Fame.

And you took your efforts for our industry to the national stage, serving as a member of the White House Conference on Travel and Tourism and as national chair of the U.S. Travel Association. You originated and helped launch the Connecting America Through Travel conference that focused our

industry on needed investments in travel infrastructure. Your championing of the value of face-to-face meetings earned you recognition as one of the 25 most influential people in the meetings industry. Your determination and hard work ensured passage of the Travel Promotion Act that led to Brand USA, which bears the marks of your influence. Your commitment and contributions to the travel industry made you an obvious inductee into U.S. Travel's Hall of Leaders in 2014.

Last October, during the darkest days Las Vegas has ever known, your leadership helped the city come together to mourn and then to once again find its voice as it showed its continued strength.

Rossi, you served with distinction in the Air Force before joining LVCVA, and we salute you for that. But somehow it seems appropriate to conclude with a Navy saying: we wish you "fair winds and following seas"—and all the best for the years ahead from your many friends and admirers in the travel industry.

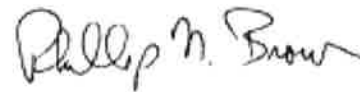
Thank you,



Roger J. Dow
President and CEO
U.S. Travel Association



Geoff Ballotti
President and CEO
Wyndham Hotel Group



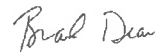
Phillip N. Brown
CEO
Greater Orlando Aviation
Authority



Joe D'Alessandro
President and CEO
San Francisco Convention and
Visitors Bureau



Todd Davidson
CEO
Travel Oregon



Brad Dean
CEO
Puerto Rico Destination
Marketing Organization



Christine Duffy
President
Carnival Cruise Line



Elliott Ferguson
President and CEO
Destination DC



Randy Garfield
Former President of Walt
Disney Travel Company,
Executive Vice President of
Worldwide Sales & Travel
Operations for Disney
Destinations—*Retired*




James D. Hagen
Secretary of Tourism
South Dakota Department of
Tourism



Al Hutchinson
President and CEO
Visit Baltimore



Kathy Janega-Dykes
President and CEO
Visit Santa Barbara



Kevin Kane
President and CEO
Memphis Convention and
Visitors Bureau



Ken Lawson
President and CEO
VISIT FLORIDA



Joseph W. Lopano
CEO
Tampa International Airport



Casandra Matej
President and CEO
Visit San Antonio



Jeff Miller
President and CEO
Travel Portland



DT Minich
President and CEO
Experience Kissimmee



Patrick B. Moscaritolo
President and CEO
Greater Boston Convention and
Visitors Bureau



William Pate
President and CEO
Atlanta Convention and Visitors
Bureau



Stephen Revetria
Senior Vice President
Giants Enterprise



Richard Scharf
President and CEO
Visit Denver



Butch Spyridon
President
Nashville Convention and
Visitors Corp



William D. Talbert, III
President and CEO
Greater Miami Convention and
Visitors Bureau




Joe Terzi
President and CEO
San Diego Tourism Authority



Ernest Wooden Jr.
President and CEO
Los Angeles Tourism and
Convention Board

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

MEETING DATE:	AUGUST 14, 2018	ITEM NO. 15
TO:	BOARD OF DIRECTORS	
FROM:	LUKE PUSCHNIG LEGAL COUNSEL	
SUBJECT:	INDEPENDENT SERVICES AGREEMENT BETWEEN ROSSI RALENKOTTER AND LVCVA	

RECOMMENDATION

The General Government Division is requesting that the Board of Directors consider: 1) An Independent Services Agreement between Rossi Ralenkotter and the LVCVA for an 18-month term; and 2) Authorize the President to execute the contract documents.

For possible action.

FISCAL IMPACT

FY 2019-2020: \$180,000

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

PURPOSE AND BACKGROUND

Over the past forty-five (45) years Rossi Ralenkotter has earned a strong reputation of expertise in the tourism marketing field. The LVCVA would like to utilize that expertise and enter into an Independent Services Agreement with Mr. Ralenkotter to provide destination tourism representation and other services as desired and needed by the LVCVA.

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

MEETING DATE:	AUGUST 14, 2018	ITEM NO. 16
TO:	BOARD OF DIRECTORS	
FROM:	LUKE PUSCHNIG LEGAL COUNSEL	
SUBJECT:	CHIEF EXECUTIVE OFFICER/PRESIDENT POSITION – DISCUSSION AND POSSIBLE ACTION	

RECOMMENDATION

That the Board of Directors: 1) Evaluate the position of Chief Executive Officer (CEO) and/or President; and 2) Consider recommendations for the CEO/President position, discuss and/or approve the appointment of a new CEO/President.

For possible action.

FISCAL IMPACT

FY 2019: To be determined

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


PURPOSE AND BACKGROUND

Assuming that the retirement of Rossi Ralenkotter has been accepted, the LVCVA will have an open position of CEO. The LVCVA CEO and Legal Counsel are the only positions appointed by the Board of Directors.

LVCVA Board Policies delegate substantial authority to the CEO including: Approval of annual contracts less than \$100,000, oversight of leasing of the Las Vegas Convention Center, promote and market the entire Southern Nevada destination and management of human resources issues for all employees except the CEO and Legal Counsel.

The LVCVA has changed CEOs' only twice in the last twenty-seven (27) years and such there is no set process for the selection of a CEO. The process and the selection is at the discretion of the Board of Directors.

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

MEETING DATE:	AUGUST 14, 2018	ITEM NO. 17
TO:	BOARD OF DIRECTORS	
FROM:	LUKE PUSCHNIG LEGAL COUNSEL	
SUBJECT:	COMPENSATION COMMITTEE REPORT AND RECOMMENDATIONS	

RECOMMENDATION

The Compensation Committee has a scheduled meeting at 8:00 a.m. on August 14, 2018 to discuss items A-B. The Compensation Committee Vice Chair will present a report and give the Committee's recommendation(s), if any, to the Board of Directors.

The Compensation Committee Vice Chair will present a report and give the committee's recommendation(s), if any, to the Board of Directors for items A-B.

Item A. Chief Executive Officer's Annual Performance Evaluation

Item B. Legal Counsel's Annual Performance Evaluation

For possible action.

FISCAL IMPACT

	<u>FY 2019:</u>
Item A:	TBD
Item B:	TBD

BOARD ACTION:	
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ROSSI RALENKOTTER
CHIEF EXECUTIVE OFFICER

PURPOSE AND BACKGROUND

The Compensation Committee is scheduled to meet August 14, 2018 to discuss items A-B. The Compensation Committee Vice Chair will present a report and give the Committee's recommendation(s), if any, to the Board of Directors.

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

Meeting Date: August 14, 2018

Subject: Compensation Committee Report and Recommendations

Item A: Chief Executive Officer's Annual Performance Evaluation

The General Government Division requested that the Committee: 1) Conduct the Chief Executive Officer's annual evaluation; 2) Establish the Chief Executive Officer's bonus for fiscal year 2018; and 3) Make the appropriate recommendation to the Board of Directors.

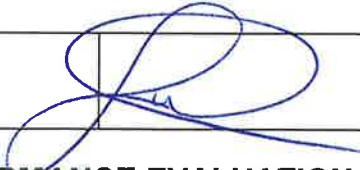
For possible action.

Item B: Legal Counsel's Annual Performance Evaluation

The General Government Division requested that the Committee: 1) Render Legal Counsel's annual evaluation and approve his goals for fiscal year 2019; 2) Establish any increase in base salary for Legal Counsel for fiscal year 2019 and establish any bonus for Legal Counsel for fiscal year 2018; and 3) Make the appropriate recommendation to the Board of Directors.

For possible action.

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY
 COMPENSATION COMMITTEE MEETING
 AGENDA DOCUMENTATION**

MEETING DATE:	AUGUST 14, 2018	ITEM A
TO:	COMPENSATION COMMITTEE	
FROM:	LUKE PUSCHNIG LEGAL COUNSEL	
SUBJECT:	LEGAL COUNSEL'S ANNUAL PERFORMANCE EVALUATION	

RECOMMENDATION

The General Government Division is requesting the Compensation Committee: 1) Render Legal Counsel's annual evaluation and approve his goals for fiscal year 2019; 2) Evaluate any increase in base salary for Legal Counsel for fiscal year 2019; 3) Consider any bonus for Legal Counsel for fiscal year 2018; and 4) Make the appropriate recommendation to the Board of Directors.

For possible action.

FISCAL IMPACT

FY 2019: To be determined



**ROSSI RALENKOTTER
 CHIEF EXECUTIVE OFFICER**

COMMITTEE ACTION:	
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PURPOSE AND BACKGROUND

Under the provisions of Board of Directors' Policy, Article III, Policy 3.03, Compensation and Evaluation of Legal Counsel, the Committee needs to render an evaluation of Legal Counsel's performance and accomplishment of goals during the period July 1, 2017 through June 30, 2018.


Legal Counsel Luke Puschnig will submit his self-evaluation including back-up material that could be useful to the Committee in evaluating his performance and accomplishment of goals. The Committee will then evaluate Legal Counsel's performance and accomplishment of goals and make its recommendation regarding base salary increase (if any) and bonus (if any) to the Board of Directors at their August 14, 2018 Board of Directors' meeting for action.

**Las Vegas Convention and Visitors Authority
Convention Center
Las Vegas, NV**

MEMORANDUM

DATE: JUNE 30, 2018

TO: COMPENSATION COMMITTEE OF
THE BOARD OF DIRECTORS

FROM: LUKE PUSCHNIG, ESQ. 
LEGAL COUNSEL

SUBJECT: EVALUATION

I would like you to consider the following during my evaluation:

During the last fiscal year, the Legal Office was responsible for keeping legal issues from negatively impacting the LVCVA budget.

LVCCD: A large portion of my time was taken up with the drafting and vetting the CMAR construction contract and the process to select the CMAR. The process was challenging and required work beyond the normal construction agreement. As a result of certain circumstances, we had to be extra careful and make sure that the CMAR process was “bulletproof”. There were other contracts (Cordell and the architect primarily) that had to be drafted and coordinated.

One of my duties is to coordinate certain Risk Management functions. Pursuant to my goals, I had an outside attorney review our professional services agreement forms and lease forms. We made nearly all of the changes which were recommended by outside counsel. In addition, it became apparent that we had a lot of business forms that had legal language on them. I obtained a copy of each form and reviewed, and sometimes revised, the legal and functional language of each form.

I have tracked the 2018 legislative interim session and produced recommendations for staff and Board members.

The acquisition of insurance last year was difficult and time consuming but worth it. The LVCVA obtained required insurance. We kept within budget and provided more than adequate insurance coverage for the LVCVA’s operations. We have performed the work necessary to continue with property insurance coverage from FM Global. We also obtained the appropriate amount of insurance for the LVCCD.

I attended Expo-Expo in San Antonio in December of 2017. I also attended a number of other events on behalf of the LVCVA.

Our legal office provided support for the LVCVA's local government lobbying efforts. Included in these efforts is the tracking of various issues, redrafting ordinances and contracts, obtaining permits, review of impacts on LVCVA operations and making necessary changes to LVCVA operations. In addition, I provided support for the federal lobbying activities related to the most recent federal tax bill.

Projects: I finalized the Cashman agreement, the Las Vegas Lights Agreement and the Baseball Stadium Agreement during the previous year. I drafted/implemented the new Board training as required by modified Board Policies. I was part of the team that obtained over \$1,000,000 in reimbursement from the Nevada Department of Environmental Protection.

On the litigation end: In an effort to keep the costs down, insurance and otherwise, the Legal Office maintains over 300+ active claims and handles the actions prior to litigation. I also had the responsibility to oversee litigation cases and also handled (until recently) workers' compensation appeals.

In addition, I would like to point out that I continue to do pro-bono arbitrations for the Eighth Judicial District Court and I continue to be the Chair of the Southern Nevada (attorney) Disciplinary Board for the State Bar of Nevada.

On the contract end: Annually, on the average the Legal Office reviews and provides recommendations regarding an estimated 2,000 contracts/leases and requests. Some of these contracts may require simple review while others need to be drafted or redrafted.

GOALS AND OBJECTIVES

FISCAL YEAR 2018

LUKE PUSCHNIG LEGAL COUNSEL

July 1, 2017 to June 30, 2018

I am submitting the attached fiscal year 2018 goals and objectives for my position. It should be noted that some of these goals are short-term (one year) while others have multiple-year applications. These goals are in addition to my daily core tasks.

Goal 1: Continue the review all legal aspects of the Las Vegas Convention Center District, including coordination of the construction bid process and contracting.

Goal 2: By March 1, 2018, coordinate review of current lease and other lease related documents with outside counsel and formulate changes for consideration by the President/CEO.

Goal 3: By March 1, 2018, coordinate review of professional services and other form agreements by outside counsel and make necessary changes to the form agreements.

Goal 4: Track and participate in the interim legislative process during the 2017 2018. This is an ongoing objective.

Goal 5: By August 1, 2017, investigate, obtain and continually evaluate the appropriate amount and scope of insurance for the LVCVA within the budget. Adjust all claims made by third parties and report the status of such claims to the Chair of the Board of Directors on a quarterly basis.

Goal 6: If funding is available, participate in the International Association of Exhibitions and Events Expo-Expo program in December of 2017. This program will enhance my ability to support the LVCVA's goals.

Goal 7: If funding is available, participate in industry activities related to legal aspects of the travel industry and/or risk management for public agencies. During the fiscal year, attend two (2) meetings and/or seminars sponsored by associations that provide information about the legal aspects of the travel industry and/or risk management for public agencies.

GOALS AND OBJECTIVES

FISCAL YEAR 2019

**LUKE PUSCHNIG
LEGAL COUNSEL**

July 1, 2018 to June 30, 2019

I am submitting the attached fiscal year 2019 goals and objectives for my position. It should be noted that some of these goals are short-term (one year) while others have multiple-year applications. These goals are in addition to my daily core tasks.

Goal 1: Continue the review and draft all legal aspects of the Las Vegas Convention Center District, including continuing work on the required construction contracts.

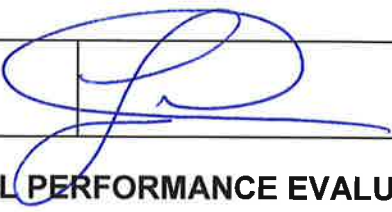
Goal 2: By March 1, 2019, coordinate review of insurance policies and negotiate with insurance companies to make changes pursuant to that review.

Goal 3: Track and participate in the legislative process during the 2019 Legislative session.

Goal 4: By August 1, 2018, investigate, obtain and continually evaluate the appropriate amount and scope of insurance for the LVCVA within the budget. Adjust all claims made by third parties and report the status of such claims to the Chair of the Board of Directors on a quarterly basis.

Goal 5: If funding is available, participate in industry activities related to legal aspects of the travel industry and/or risk management for public agencies. During the fiscal year, attend two (2) meetings and/or seminars sponsored by associations that provide information about the legal aspects of the travel industry and/or risk management for public agencies.

**LAS VEGAS CONVENTION AND VISITORS AUTHORITY
 COMPENSATION COMMITTEE MEETING
 AGENDA DOCUMENTATION**

MEETING DATE:	AUGUST 14, 2018	ITEM B
TO:	COMPENSATION COMMITTEE	
FROM:	LUKE PUSCHNIG LEGAL COUNSEL	
SUBJECT:	CHIEF EXECUTIVE OFFICER'S ANNUAL PERFORMANCE EVALUATION	

RECOMMENDATION

The General Government Division is requesting the Compensation Committee: 1) Conduct the Chief Executive Officer's (CEO's) annual evaluation; 2) Establish the CEO's bonus for fiscal year 2018; and 3) Make the appropriate recommendation to the Board of Directors.

For possible action.

FISCAL IMPACT

FY 2019: To be determined



**ROSSI RALENKOTTER
 CHIEF EXECUTIVE OFFICER**

COMMITTEE ACTION:	
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PURPOSE AND BACKGROUND

Under the provisions of Board of Directors' Policy, Article II, the Compensation Committee shall evaluate the CEO's performance for fiscal year 2018 (July 1, 2017 to June 30, 2018).

CEO Rossi Ralenkotter will submit his self-evaluation including back-up material that could be useful to the Committee in evaluating his performance and accomplishment of goals. The Committee will then evaluate the CEO's performance and accomplishment of goals, and make its recommendation for a bonus to the Board of Directors at their August 14, 2018, Board of Directors' meeting for action.



Las Vegas Convention and Visitors Authority
MEMORANDUM

Date: August 7, 2018

To: LVCVA Board of Directors Compensation Committee:
Maurice Wooden
Mary Beth Sewald
Chuck Bowling
Commissioner Larry Brown
Tom Jenkin
Bill Noonan
Commissioner Lawrence Weekly

From: Rossi Ralenkotter

Re: FY 17/18 Goals and Accomplishments

Please see attached FY 17/18 Goals and Accomplishments.

A handwritten signature in blue ink that reads "Rossi".

c: Councilwoman Michele Fiore
Mayor Carolyn Goodman
Mayor Pro Tem Peggy Leavitt
Gregory Lee
Mayor John Lee
Councilman John Marz
Councilman George Rapson

Rossi Ralenkotter
FY 17/18 Goals and Accomplishments

ORGANIZATIONAL LEADERSHIP

- I. Continue to identify and develop new leadership, strengthening the organization and preparing the next generation of leadership.
 - a. Placed Steve Hill as President/COO, thus completing the C-suite
 - b. Placed Alan Moorhead as VP of Internal Audit

CORPORATE GOVERNANCE AND COMMUNICATION

- I. Deploy “Making Vegas Happen” internal culture program to ensure effective communication within the organization, build trust, drive employee engagement, advance workflow and increase overall productivity.
 - a. Making Vegas Happen program was rolled out; key principles were identified; enhanced internal branding and communication.
- II. Implement effective approaches to ensure productive interaction and communication to stakeholders, board members and management regarding the organization’s performance. Expand physical and cyber security performance and protection through various technology, training and physical security assessments to ensure readiness of frontline staff and first responders.
 - a. Developed a unified global campaign, provided crisis response guidance and messaging to resort partners and key community stakeholders during the October 1 tragedy; monitored media coverage, ensuring accurate coverage of the aftermath of the incident.
 - b. Coordinated with Clark County officials to set up and communicate efforts surrounding the Family Assistance Center.
 - c. Developed multiple press events to provide information on services as well as providing accurate messaging. This effort has been globally and locally recognized as a tremendous undertaking to have the entire destination speak with one voice in an incredibly moving effort that helped heal the community and demonstrated to the world that Las Vegas is a real community.
 - d. Instituted a strategy of regular communication to provide updates on successful activations in domestic public relations, sports marketing public relations and airline development activations.
 - e. Launched a proactive approach to reach people in Southern Nevada and across the country to clearly communicate the impact of the LVCVA and the broader travel and tourism industry has on the Southern Nevada community.
 - i. “Talking Tourism” segments on Channel 8
 - ii. Placement of stories in the Sun, AP, CNBC
 - iii. Launched LVCVA impact
 - iv. Increased direct messaging to industry leaders

- f. Implementation of cyber security measures including email protection service; procurement of next generation firewall system; deployment of high resolution emergency video phones; significant training on prevention, protection and awareness relating to malicious email.
- g. Expanded video surveillance equipment and access control throughout campus.
- h. Introduced BioWatch technology, used to detect the release of pathogens into the air as part of a terrorist attack, to the Las Vegas Convention Center (LVCC).

INNOVATION AND CONTINUOUS IMPROVEMENT

- i. Welcome 43.2 million visitors in calendar year 2017. Increase first-time visitation utilizing needs-based segmentation, introduce new website that inspires and educates potential visitors, expand sports marketing and special events initiatives, increase business travel by highlighting expanding meeting and exhibition space, and ensure Las Vegas remains culturally relevant by evolving marketing efforts that resonate with an increasingly diverse consumer landscape. Explore and illuminate expanded data resources to drive insights; guide industry research at the national level for the benefit of Southern Nevada tourism.
 - a. Launched VisitLasVegas.com, a new consumer responsive designed website replacing our e-commerce partnership with LasVegas.com; redesigned VegasMeansBusiness.com, our business website with new assets and content for meeting planners, trade show executives, C-suite executives and show attendees.
 - b. Exceeded 1,000 participants in the educational Familiarization Program which brings international travel professionals to Las Vegas.
 - c. Increased YOY growth on all Las Vegas and LVCVA social media channels, both domestic and international. The Digital Engagement team hosted 30 international social media influencers that curated 296 posts about Las Vegas, garnering over 121 million impressions and nearly 2 million engagements. The team also executed 13 activations in international markets including China, Japan, Germany, Brazil, London and Belgium.
 - d. Through international media missions and trade shows, the international PR team met with more than 275 international journalists and bloggers from ten countries, including Mexico, India, France, Spain, Australia, Ireland, New Zealand, United Kingdom, Brazil and Germany. In addition, the team brought more than 150 international journalists and bloggers from more than 15 countries to the destination.
 - e. Introduced new trade show booth technology in five additional countries, allowing resort partners to engage with travel facilitators and buyers in an interactive setting.

- f. Implemented iPlan, a new cloud based event planning software program used for event setup, allowing convention service managers, show producers and in-house partners to produce and store layouts for meeting rooms, exhibit halls and parking lots.
 - g. Facilitated new green initiatives with community groups such as Greenourplanet.org to garner support for waste and/or product collection benefitting local schools' gardening projects and saving show exhibitors costs by reducing freight and/or waste charges. Facilitated a gardening tool donation from the National Hardware Show that resulted in new gardens at 15 schools around the Las Vegas Valley.
 - h. Successfully bid and awarded as the host destination for the International Association of Exhibitions and Events (IAEE) Expo! Expo! Annual meeting and exhibition in Las Vegas (December 2019), GTM West (2019), and the American Society of Association Executives Annual Meeting (August 2020).
 - i. Hosted the Society of Independent Show Organizers (SISO) CEO Summit, Travel Leaders Network, Travel Agent Forum, Signature Travel Network and GTM West.
 - j. Continued to broaden perceptions of weddings through content and media programs through the interlocal agreement with Clark County. The program received 31.5 million impressions, 2 million video views and 2.8 engagements between July 2017 – March 2018.
 - k. Debuted the first and only destination virtual reality art program, *Vegas, Alter Your Reality* (VAYR) during Miami Art Week, resulting in 232 placements, 11.9 million impressions and a publicity value of \$2.6 million. Drove momentum for the project by activating in Brazil, United Kingdom and Canada.
 - l. Developed the Sports PR Executive Committee, featuring representatives from all sports teams, venues and events in Las Vegas to develop a unified and expanded presence in the sports event marketing arena, allowing the destination to bid on first time sporting events such as the Super Bowl, NFL Draft, World Cup, etc.
 - m. Worked with the Governor to identify the need for a Sports Commission to explore funding mechanisms enabling the destination to host major sports related special events and develop messaging promoting Las Vegas as a sports destination. As a result, the Southern Nevada Sporting Event Committee was created. The LVCVA was appointed two seats on the committee.
- II. Project Time Off- External Reach
- a. In its second year, the LVCVA continued to support the U.S. Travel Association's (USTA's) annual Project Time Off: National Plan for Vacation Day, a day devoted to encouraging Americans to use their paid time off by planning their trips at the beginning of the year, with a holistic approach including internal, local and national outreach. The LVCVA collaborated

with resort, entertainment and airline partners producing a promotional video that achieved more than 14.5 million impressions across media and social channels. The USTA acknowledged the extensive impact of the LVCVA's participation that included coverage in numerous national media outlets. Additionally, the LVCVA engaged the community through efforts with the Metro Chamber and various municipalities along with media partners including a promotional giveaway to an extended destination within Southern Nevada on the local NBC affiliate. Furthermore, a similar activation was implemented educating internal LVCVA team members regarding the national effort.

- III. Project Time Off- Internal Reach and employee engagement
 - a. In the weeks prior to National Plan for Vacation Day, the Project Time Off resource videos featuring Samantha Brown were used to announce the national event internally and to encourage the LVCVA ambassadors' participation. The video shorts provided statistical data of how many vacation days were forfeited each year due to lack of planning in hopes to grab attention. To keep interest going, a short survey was created to ask the team their thoughts on the importance of taking time away from work and if any internal barriers existed within the organization. The overall survey results were positive and indicated many of our ambassadors understood the importance of taking time away from work. Ambassadors were enticed even further with a raffle at the employee town hall giving four lucky participants a stay at an extended partner resort for their own vacation.

CUSTOMER SATISFACTION AND CONFIDENCE

- I. Research and explore opportunities to increase visitation to Downtown and extended destinations.
 - a. Partnered with Fremont Street Experience and the City of Las Vegas to devise a strategy to finance upgrades to the Fremont Street Experience Canopy.
 - b. The Research Center shared exploratory research with Downtown Stakeholders that highlighted perceptions of the Downtown Las Vegas area and uncovered opportunities to increase interest and appeal of the area.
- II. Identify and transition to a new catering and concession service model that improves client satisfaction and addresses emerging trends in the industry.
 - a. Successful completion of a new and modernized food and beverage concession operation allowed us to offer an expanded selection of meal options including healthier choices to meet the dietary needs of many of our customers.
- III. Enhance partnerships, outreach and service delivery by collaborating with other public assembly venues.

- a. Continued to foster relationships and build rapport within the resort community through site visits, which help us evaluate operations and processes, ensuring a competitive edge.
- b. Hosted Clark County's Integrated Emergency Management Course (IEMC), focusing on how agencies respond to multi-site coordinated terrorist attacks.

ADVOCACY

- I. Navigate global issues to sustain and grow international visitation. Serve as board member for Brand USA and participate in marketing and research committees, continue advocacy to sustain and increase federal funding for the Survey of International Travel, conduct primary research to determine the relevancy of the brand in China and other markets.
 - a. Advocacy efforts led to lobbying for appropriate language in the tax bill that ultimately saved \$28 million for the LVCVA.
- II. Create new airline development strategies to grow markets and maintain current air service through the involvement of resort industry stakeholder participation.
 - a. Increased total Las Vegas seat capacity by 1.7%; domestic capacity increased 1.8% while international was up 1.3%. The estimated annualized overall economic impact of increased air service for FY18 is \$1.1 billion. Increased capacity enabled more carrier competition into Las Vegas allowing for record passenger numbers at McCarran International Airport, making 2017 the busiest year in the airport's 70-year history.
 - b. Fifteen markets saw new airline entrants or significant capacity increases by existing airlines, representing more than 139,000 new inbound international seats.
 - c. Secured the first nonstop service from Sao Paulo, Brazil by LATAM airlines.
 - d. Domestically, air service continued to grow with 19 markets receiving new airline service to Las Vegas and 50 markets gaining significant capacity increases, representing more than 1,220,000 new inbound domestic seats.
- III. Completed first year on the Board of Directors for Brand USA, continued to serve on the USTA Board of Directors, Inaugural Chair of the U.S. Department of Transportation's National Advisory Committee on Tourism Infrastructure (NACTTI) and Chair of the Las Vegas Transportation Steering Committee.
- IV. Worked with the Nevada Congressional Delegation, USTA and Brand USA to achieve sustained funding of the Survey of International Air Travelers (SIAT).

FACILITY INFRASTRUCTURE DEVELOPMENT

- I. Craft research to support the design phase of the project, including feedback from employees and industry thought leaders to steer design ideas.
 - a. Created the Las Vegas Convention Center District (LVCCD) Evaluation Team to review qualifications and proposals from design teams for the

Phase Two Expansion projects. Team included LVCVA key staff, a member of the Governor's Oversight Panel, a member of the LVCCD Committee (LVCVA sub-committee) and a third-party consultant with experience in large public agency building construction.

- b. Solicited design approach proposals from regional and national architects and engineers for the design of the Phase Two Expansion project.
 - c. Instituted the LVCVA's inclusion program of Minority Owned, Women Owned and Veteran Owned business enterprises for the design and construction of Phase Two and Phase Three projects.
 - d. Reviewed qualifications and proposals from potential architectural design teams and held a design competition to determine the best candidate team to design the Phase Two Expansion project.
 - e. Negotiated and executed a professional services agreement with TVS/Design Las Vegas as the design team for the Phase Two Expansion project.
 - f. The joint venture team of Turner Construction Company/Martin Harris Construction was selected by the LVCVA Board of Directors as the CMAR of the Phase Two Expansion project.
 - g. Schematic design of Phase Two Expansion project completed and presented to a joint meeting of the Governor's Oversight Panel and the LVCCD Committee.
 - h. Acquisition of adjacent land area to the west of the site for the Phase Two Expansion project approved by LVCVA Board of Directors.
- II. Update and rollout phase two marketing plan initiatives for the LVCCD, including communications efforts with building customers and business visitors.
- a. Crafted a communication plan for all stakeholders and developed tools and messaging surrounding various events, including the design competition, groundbreaking, image release and more.
 - b. Revamped and improved LVCCD website.
- III. Continue F&B transition to implement new products and concepts and begin \$16 million capital investment upgrades and other initiatives to work in concert with the expanded and renovated facility.
- a. Successfully managed \$16 million in capital upgrades to Luckys/Aces by Centerplate. Construction to the public areas was on budget and completed in time for SEMA 2017.
 - b. Installed a double-sided, 40 foot LED digital signage in the Las Vegas Convention Center's grand lobby in time for CES 2018.
- IV. Explored new technologies in transportation solutions for the convention attendees at the LVCC. Partnered with Keolis and NAVYA to launch a pilot program showcasing autonomous shuttle options for the movement of people

- around the campus. Debuted this technology at the MAGIC convention in February 2018. Over 1,500 convention attendees rode the shuttle over three days.
- V. Conducted a series of focus groups with customers, business partners and transportation experts and our architects to gain valuable input and feedback during our design phase of the LVCCD expansion project.
 - VI. Celebrated the historic ceremonial LVCCD groundbreaking on January 8, 2018. This momentous event brought together community and business leaders, including Nevada Governor Brian Sandoval, Clark County Commissioners Steve Sisolak and Lawrence Weekly, Las Vegas Mayor Carolyn Goodman, and Consumer Technology Association President and CEO Gary Shapiro. The LVCCD expansion and renovation is one of the most critical projects for the future of our destination since the construction of the original facility in 1959. The project is expected to support nearly 14,000 construction jobs and nearly 7,800 full-time permanent jobs upon completion. The project will generate an additional \$2.1 billion in economic activity during construction and upon completion will have an annual incremental economic impact of \$810 million while attracting more than 600,000 additional visitors each year.

FINANCIAL MANAGEMENT

- I. Provide for normal, ongoing operating expenditures associated with core program services, monitor long-term financial commitments to ensure stability of operations while also providing flexibility to react to the economic environment.
 - a. Refunded two series of bonds, achieving over \$28 million in cash flow savings.
 - b. Negotiated longevity out of Collective Bargaining Agreement. Eliminating this antiquated benefit puts the LVCVA in a position of parity with other local entities.
- II. Accumulate targeted reserves of “pay-as-you-go” portion of LVCCD funding, protecting the credit rating and reducing the debt ratio.
 - a. Received approval of the \$900 million financing plan from the Governor’s Oversight Panel and the LVCVA Board of Directors.
 - b. Issued \$200 million of GO/Revenue for the LVCCD Phase Two Expansion project.
- III. Ensure financial accountability by providing reports demonstrating status of financial agency compliance with GASB and GAAP, and utilizing effective internal controls to ensure compliance with legal and regulatory requirements.
 - a. Received CAFR, budget, investment, purchasing and other financial reporting and policy awards.

Rossi Ralenkotter

Awards/Recognitions 2003-2018

- 2004 Co-brand Marketer of the year – *Brandweek*
- 2005 One of 25 Most Influential People in Meetings Industry – *Meeting News Magazine*
- 2006 Employer of the Year – *Employee Service Management Association*
- 2008 Atlas Lifetime Achievement Award
- 2008 UNLV Alumni of the Year
- 2009 UNLV Distinguished Nevadan Award
- 2009 One of the 50 Most Influential – *In Business Las Vegas*
- 2013 International Association of Exhibitions and Events Pinnacle Awards
- 2014 Inducted into U.S. Travel Association's Hall of Leaders
- 2014 Inducted into Destinations International's Hall of Fame
- 2015 Top 10 CVB Selfie Winners Circle – *Smart Meetings Magazine*
- 2016 Inducted into the Nevada Business Hall of Fame
- 2017 Destination Organization Leadership Award – Destinations International
- 2017 Good Scout Award – Boys Scouts of America, Las Vegas Council
- 2018 Community Achievement Award – CSN Foundation
- 2018 Inducted into the Southern Nevada Sports Hall of Fame
- 2018 Inducted into the Nevada Broadcasters Association Hall of Fame
- 2018 Inducted into the Arizona State University Hall of Fame

Professional Organizations – Leadership Positions

Inaugural Chair United States Department of Transportation's National Advisory Committee on Travel and Tourism Infrastructure (NACTTI)

Chair U.S. Travel Association (also served as First Vice Chair and Executive Board Member)

Chair United States Department of Commerce's Travel and Tourism Advisory Board (TTAB)

President, Travel and Tourism Research Association (TTRA)

Professional Organizations

American Gaming Association Board of Directors

Brand USA Board of Directors

US Travel Association Board of Directors

Destinations International Board of Directors

World Travel and Tourism Council's DMO Partner member

Nevada Commission on Tourism Board of Directors

Southern Nevada Tourism Infrastructure Committee

Delegate, White House Conference on Tourism

American Society of Travel Agents

American Society of Association Executives

American Management Association

Public Gaming Institute

Hotel Sales and Marketing Association

Ad Club of Las Vegas

Meeting Professionals International

Participant, Clark County Blue Ribbon Commission

Participant, Governor's Task Force on Fuel and Transportation

5/10/2018- updated

Meeting Schedule



If you would like to receive the agendas for the board of directors meetings, please contact Christal Harrison, assistant to the board of directors, at: 702-892-7522; fax 702-892-7515; or charrison@lvcva.com.

January

S	M	T	W	T	F	S
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April

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July

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October

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February

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May

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August

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	

November

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	

March

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

June

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

September

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						

December

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					

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
- Compensation Committee – August 14
- LVCCD Committee/Oversight Panel – September 6
- Audit Committee Meeting – October 24
- 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