



C	COLLECTIVE
B	ARGAINING
A	GREEMENT

July 1, 2013 - June 30, 2018
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1107



LVCVA/SEIU Local 1107
COLLECTIVE BARGAINING AGREEMENT
Table of Contents
Numerical

Article	Title	Page
1	Agreement.....	1
2	Recognition.....	5
3	Management Rights.....	7
4	Union Rights.....	9
5	Transfer of Facility.....	15
6	Across-the-Board Increases.....	17
7	Step Progression.....	19
8	Hours of Work.....	21
9	Filling of Vacancies.....	25
10	Holidays.....	29
11	Personal Time Off.....	31
12	Miscellaneous Leave.....	33
13	Longevity Bonus Program.....	35
14	Group Insurance.....	37
15	Educational Assistance.....	39
16	Retirement Contribution.....	41
17	Health and Safety.....	43
18	Work-Related Injuries.....	45
19	Layoff and Recall.....	47
20	Dispute Resolution.....	49
21	Definitions.....	55

LVCVA/SEIU Local 1107
COLLECTIVE BARGAINING AGREEMENT
Table of Contents
Alphabetical

Title	Article	Page
Across-the-Board Increases.....	6.....	17
Agreement.....	1.....	1
Definitions.....	21.....	55
Dispute Resolution.....	20.....	49
Educational Assistance.....	15.....	39
Filling of Vacancies.....	9.....	25
Group Insurance.....	14.....	37
Health and Safety.....	17.....	43
Holidays.....	10.....	29
Hours of Work.....	8.....	21
Layoff and Recall.....	19.....	47
Longevity Bonus Program.....	13.....	35
Management Rights.....	3.....	7
Miscellaneous Leave.....	12.....	33
Personal Time Off.....	11.....	31
Recognition.....	2.....	5
Retirement Contribution.....	16.....	41
Step Progression.....	7.....	19
Transfer of Facility.....	5.....	15
Union Rights.....	4.....	9
Work-Related Injuries.....	18.....	45

Appendices

- Appendix A LVCVA Bargaining Unit Classifications – Employees
LVCVA Bargaining Unit Classifications – Supervisors
- Appendix B July 1, 2013 – June 30, 2014
- Appendix C July 1, 2014 – June 30, 2015 *(to be published at a later date)*
- Appendix D July 1, 2015 – June 30, 2016 *(to be published at a later date)*
- Appendix E July 1, 2016 – June 30, 2017 *(to be published at a later date)*
- Appendix F July 1, 2017 – June 30, 2018 *(to be published at a later date)*

Signature Pages

Article 1 AGREEMENT

1.1 – Term of Agreement

- a. This Agreement is made and entered into this 30th day of June 2013, 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, and will remain in effect until June 30, 2018. 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 – Rights & Responsibilities

All rights and responsibilities of the Authority not specifically modified by this Agreement will remain the functions 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, transfer, 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. 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 the Authority has the right to not negotiate non-mandatory subjects of bargaining, as provided in NRS.

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 400 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.
- b. Only one representative will be allowed for proceedings/hearings listed in (2).
- 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 and will only be utilized for grievances or appeals of hearings already filed.
- g. In addition, the Authority shall release up to one employee at any time to be considered on "Union Leave" for periods of not less than one month and up to six months. Union Leave will constitute a period where the employee stays in straight time paid status with benefits accruing and the Union shall reimburse the employer for wages and all benefits. Union bank time is not included in overtime calculation.

4.6 – Leave for Preparation for Negotiation of Successor Agreement

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

4.7 – Bulletin Boards

- a. The Authority will provide reasonable space for the installation of Union bulletin boards, located near employee time clocks, to the Union for posting of materials related to Union business. The cost of the bulletin boards will be borne by the Union with LVCVA to bear the cost of installation. The installation shall be accomplished within 30 days of the Union providing the bulletin board.

- b. No material may be posted on bulletin boards at any time which contain the following:
 - 1. Personal attacks upon any other member or any other employee.
 - 2. Scandalous, scurrilous or derogatory attacks upon the management.
 - 3. Scandalous, scurrilous or derogatory attacks upon a candidate for a partisan political office.
- c. Any materials posted must be dated and initialed by a Steward prior to the posting by a Union representative and a copy of all materials posted must be provided to the Vice President of Human Resources at the time of posting.

4.8 – Employee Personnel File Photocopies

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

4.9 – Removal of Discipline From Employee Personnel File

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

4.10 – Documents Relating to Investigations

- a. Documentation relating to investigations of allegations which do not result in corrective or disciplinary action will not become part of the employee's personnel record under any circumstances, and will not be used or referenced in any disciplinary proceeding.
- b. Any verbal counseling, note to file, or similar notation from the departmental file will be attached to an issued PIN.

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

4.11 – 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.

4.12 – 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 Sell 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 – Cashman Center Facility

- a. If the Authority should transfer all or a part of its Cashman Center facility, all individual employees based at Cashman Center will relocate to the Las Vegas Convention Center. The employer shall endeavor not to lay off any bargaining unit employees as a result of any such transfer.
- b. Each 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.
- c. Department, for purposes of this Article, combines the Cashman and Convention Center 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 integration.

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Article 6

ACROSS-THE-BOARD INCREASES

6.1 – First Year of Contract

Effective July 7, 2013 (the first day of the first pay period in July), all employees will receive a 3% across-the-board increase in base wage rates. Simultaneously, all grades and steps will be increased 3% to reflect the increase granted.

6.2 – Second Year of Contract

Effective July 6, 2014 (the first day of the first pay period in July), all employees will receive a 3% across-the-board increase in base wage rates. Simultaneously, all grades and steps will be increased 3% to reflect the increase granted.

6.3 – Third Year of Contract

Effective July 5, 2015 (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.

6.4 – Fourth Year of 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.

6.5 – Fifth Year of 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.

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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 Vice President of Human Resources, (3) the Chief Steward, and (4) a steward or their designee by submitting a written request to the Vice President of 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.

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.

8.6 – Overtime

- a. Employees are expected to work overtime based on the needs of the Authority. Due consideration will be given to each request for relief.
- 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. Any overtime accrued as a result of Security 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.

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 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 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.

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 last evaluation.
 4. Employees will not be granted more than one shift bid within a 60-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 Human Resources.

9.4 – Lateral Transfer or Promotion

- a. After shift bid considerations, the vacancy will be posted for a period of 7 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.

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 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 Human Resources.

- c. If a vacancy occurs due to lateral transfer, promotion, demotion, termination, retirement, or death, the vacancy shall be filled in accordance with Section 9.2 of this article.

9.9 – Demotions

When an employee is demoted for disciplinary reasons, s/he will assume the grade of the position demoted to and a 4% decrease in salary.

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.

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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

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.

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

11.8 – Sick Bank Hours

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

Article 12 MISCELLANEOUS LEAVE

12.1 – Jury Duty Leave

- a. Employees who are required to appear for jury duty or subpoenaed to appear as a witness in a court proceeding on scheduled work days shall be paid their regular wages by the Authority.
- b. District and justice courts will no longer pay for jury duty on the first and second day of appearance unless you are empanelled on a jury. Instead, they will give an “appearance” receipt to the person, which must be turned in to the Finance department. A routine leave request must be filled out and the appearance receipt (not the summons) must be attached. Routine leave requests are to be maintained in the department for a period of two years.
- 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). No overtime or shift differential will be paid for jury duty.
- f. Employees are not required to work if their jury duty has lasted 4 hours or more on the day of jury duty, including time going to and from the courthouse. Those employees called as witnesses will report back to work when excused by the court.
- g. The above provisions do not apply to employees who appear as a defendants or plaintiffs in criminal proceedings or to employees called or appearing as a party in civil proceedings unrelated to Authority business.

12.2 – Military Leave

- a. Military leave will be granted in accordance with applicable state and federal law. 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 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, will receive longevity bonuses upon completion of 8 full years of creditable service.

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 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:

- a. Employment 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.

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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 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.

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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 or the current University of Nevada Las Vegas regular graduation 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 Vice President of Human Resources through the employee's section, department head, and senior vice president. The senior vice president will recommend either approval or disapproval of the request. The final decision will be made by the Vice President of Human Resources.

15.5 – Factors

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

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

15.6 – Reimbursable Costs

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

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

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

15.7 – Class Attendance

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

15.8 – Termination Prior to Completion

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

15.9 – Completion of Course

Upon completion of the course, the employee will submit to the Vice President of 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 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 the Authority between 6 months and one year after completing the course, one half of the amount will be reimbursed.

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 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 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.

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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 be made up of representatives from a cross section of classifications throughout the Authority in that an equal number of committee representatives will be selected by the Union and the Authority.
- 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 Vice President of 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 Human Resources.

19.3 – Bumping Down

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

19.4 – Notice

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

19.5 – Contract Out Work

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

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

19.6 – Recall List

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

Article 20

DISPUTE RESOLUTION

20.1 – Intent

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

20.2 – Exclusions

Disputes specifically excluded in other 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.

20.3 – Appeals

All appeals by any employee covered by this Agreement will be handled solely in accordance with the procedures set forth in this article. The Authority recognizes its obligation to provide to the Union, and the Union's right to request, all relevant documents (reports, statements, etc.) utilized in any written disciplinary proceedings undertaken by the Authority directed at an employee. Such documents will be provided to the Union as soon as practical following, but no later than 5 working days receipt of the appeal request under the terms of this article.

20.4 – Personnel File

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

20.5 – NERC

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

20.6 – Discipline

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

20.7 – Union Representation at Disciplinary Meetings

The Authority hereby agrees that it will honor a request by an employee for Union representation where the subject matter of the meeting involves the actual discipline of that employee, or if the subject matter of the meeting evolves during the meeting, such that discipline will be imposed on that employee. The employee is responsible for contacting a representative in a timely manner. Lack of timely response by the representative is not grounds

for delaying or postponing the meeting. Supervisors shall give employees 24 hours or as much notice as practical of a planned disciplinary meeting so the employee may contact a chief steward to coordinate representation in a timely manner.

20.8 – Investigation

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

20.9 – Rebuttal to Verbal and Written Warning

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

20.10 – Procedure for Suspension and Demotion Appeals

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

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

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

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

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

20.11 – Suspension Pending Termination

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

20.12 – Pre-Termination/Hearing

- a. Upon written request, the employee will be provided the opportunity of an informal pre-termination hearing. If the Authority chooses to remove the employee from the worksite prior to the pre-termination hearing, the employee will be entitled to use any earned PTO he or she has accrued. If the employee is returned to work, he/she will be reimbursed for any PTO used.
- b. The pre-termination hearing must be processed in accordance with the following steps, time limits, and conditions:

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

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

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

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

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

- d. If the hearing officer rescinds the termination recommendation, the employee will be reinstated and reimbursed for whatever PTO he/she used.
- e. If the hearing officer upholds the termination recommendation, the employee is terminated as of that date.

20.13 – Termination

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

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

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

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

20.14 – 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.

Article 21 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.

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 Date. Date of employment in a classification, minus any breaks 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.

Confidential Employee (NRS 288.1706a). An employee occupying a position which by the nature of its duties has access to decisions of management affecting employee relations and has been designated confidential by the Authority. In addition, to those employees designated as "Administrative," it includes employees occupying positions in the Executive Division, Information Technology, Payroll, and some Security personnel. Confidential employees are not covered by this Agreement.

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, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents, and step grandparents.

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.

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.

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

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

Progressive Discipline is defined as to include written reprimand, subsequent written reprimand(s), suspension, demotion, and termination.

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

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

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.

Seniority

- a. Authority Seniority. The amount of an employee's continuous length of employment with the Las Vegas Convention and Visitors Authority.
- b. Classification Seniority. Classification seniority within a particular classification.
- c. New hire employees have no seniority rights. At the successful conclusion of the introductory period, the length of continuous employment will be recorded as the original date of hire.
- d. Employees accrue seniority during all paid leave time.
- e. An employee loses seniority under the following conditions:
 - (1) When he/she terminates.
 - (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 on the last 4 digits of the employee's Social Security number with the smaller number being first.

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 breaks in service.

Adjusted Service Date. If an employee accumulates 120 hours (15 days) or more of non-FMLA leave without pay in a service year, his/her service date will be adjusted. This does not apply to time lost due to furlough.

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

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

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

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

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


Appendix A
LVCVA Bargaining Unit Classifications
EMPLOYEES

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

Appendix A
LVCVA Bargaining Unit Classifications
SUPERVISORS

Title	Grade
Building Engineer Supervisor	25
Communications Supervisor	25
Engineering Assistant Supervisor.....	22
Engineering Maintenance Supervisor.....	25
Facility Support Supervisor	25
Graphics Supervisor.....	25
Grounds Supervisor	22
Lead Photographer	20
Perimeter Security Supervisor.....	14
Electrician Supervisor	25
HVAC Supervisor	25
Mechanic-Welder Supervisor	25
Plumber Supervisor.....	25
Security Sergeant	22
Services Supervisor	22

APPENDIX B
LAS VEGAS CONVENTION AND VISITORS AUTHORITY
SALARY RANGES FOR ALL SCHEDULED EMPLOYEES
EFFECTIVE JULY 7, 2013 - JUNE 30, 2014

**Annual
Bi-Weekly
Hourly
Overtime
Holiday**

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
9	28,288.00	29,452.80	30,617.60	31,886.40	33,134.40	34,444.80	35,880.00	37,356.80	38,750.40	40,268.80	41,974.40
	1,088.00	1,132.80	1,177.60	1,226.40	1,274.40	1,324.80	1,380.00	1,436.80	1,490.40	1,548.80	1,614.40
	13.60	14.16	14.72	15.33	15.93	16.56	17.25	17.96	18.63	19.36	20.18
	20.40	21.24	22.08	23.00	23.90	24.84	25.88	26.94	27.95	29.04	30.27
	34.00	35.40	36.80	38.33	39.83	41.40	43.13	44.90	46.58	48.40	50.45
10	29,452.80	30,617.60	31,886.40	33,134.40	34,444.80	35,880.00	37,356.80	38,750.40	40,268.80	41,974.40	43,576.00
	1,132.80	1,177.60	1,226.40	1,274.40	1,324.80	1,380.00	1,436.80	1,490.40	1,548.80	1,614.40	1,676.00
	14.16	14.72	15.33	15.93	16.56	17.25	17.96	18.63	19.36	20.18	20.95
	21.24	22.08	23.00	23.90	24.84	25.88	26.94	27.95	29.04	30.27	31.43
	35.40	36.80	38.33	39.83	41.40	43.13	44.90	46.58	48.40	50.45	52.38
11	30,617.60	31,886.40	33,134.40	34,444.80	35,880.00	37,356.80	38,750.40	40,268.80	41,974.40	43,576.00	45,385.60
	1,177.60	1,226.40	1,274.40	1,324.80	1,380.00	1,436.80	1,490.40	1,548.80	1,614.40	1,676.00	1,745.60
	14.72	15.33	15.93	16.56	17.25	17.96	18.63	19.36	20.18	20.95	21.82
	22.08	23.00	23.90	24.84	25.88	26.94	27.95	29.04	30.27	31.43	32.73
	36.80	38.33	39.83	41.40	43.13	44.90	46.58	48.40	50.45	52.38	54.55
12	31,886.40	33,134.40	34,444.80	35,880.00	37,356.80	38,750.40	40,268.80	41,974.40	43,576.00	45,385.60	47,174.40
	1,226.40	1,274.40	1,324.80	1,380.00	1,436.80	1,490.40	1,548.80	1,614.40	1,676.00	1,745.60	1,814.40
	15.33	15.93	16.56	17.25	17.96	18.63	19.36	20.18	20.95	21.82	22.68
	23.00	23.90	24.84	25.88	26.94	27.95	29.04	30.27	31.43	32.73	34.02
	38.33	39.83	41.40	43.13	44.90	46.58	48.40	50.45	52.38	54.55	56.70
13	33,134.40	34,444.80	35,880.00	37,356.80	38,750.40	40,268.80	41,974.40	43,576.00	45,385.60	47,174.40	48,963.20
	1,274.40	1,324.80	1,380.00	1,436.80	1,490.40	1,548.80	1,614.40	1,676.00	1,745.60	1,814.40	1,883.20
	15.93	16.56	17.25	17.96	18.63	19.36	20.18	20.95	21.82	22.68	23.54
	23.90	24.84	25.88	26.94	27.95	29.04	30.27	31.43	32.73	34.02	35.31
	39.83	41.40	43.13	44.90	46.58	48.40	50.45	52.38	54.55	56.70	58.85
14	34,444.80	35,880.00	37,356.80	38,750.40	40,268.80	41,974.40	43,576.00	45,385.60	47,174.40	48,963.20	51,001.60
	1,324.80	1,380.00	1,436.80	1,490.40	1,548.80	1,614.40	1,676.00	1,745.60	1,814.40	1,883.20	1,961.60
	16.56	17.25	17.96	18.63	19.36	20.18	20.95	21.82	22.68	23.54	24.52
	24.84	25.88	26.94	27.95	29.04	30.27	31.43	32.73	34.02	35.31	36.78
	41.40	43.13	44.90	46.58	48.40	50.45	52.38	54.55	56.70	58.85	61.30
15	35,880.00	37,356.80	38,750.40	40,268.80	41,974.40	43,576.00	45,385.60	47,174.40	48,963.20	51,001.60	53,123.20
	1,380.00	1,436.80	1,490.40	1,548.80	1,614.40	1,676.00	1,745.60	1,814.40	1,883.20	1,961.60	2,043.20
	17.25	17.96	18.63	19.36	20.18	20.95	21.82	22.68	23.54	24.52	25.54
	25.88	26.94	27.95	29.04	30.27	31.43	32.73	34.02	35.31	36.78	38.31
	43.13	44.90	46.58	48.40	50.45	52.38	54.55	56.70	58.85	61.30	63.85
16	37,356.80	38,750.40	40,268.80	41,974.40	43,576.00	45,385.60	47,174.40	48,963.20	51,001.60	53,123.20	55,182.40
	1,436.80	1,490.40	1,548.80	1,614.40	1,676.00	1,745.60	1,814.40	1,883.20	1,961.60	2,043.20	2,122.40
	17.96	18.63	19.36	20.18	20.95	21.82	22.68	23.54	24.52	25.54	26.53
	26.94	27.95	29.04	30.27	31.43	32.73	34.02	35.31	36.78	38.31	39.80
	44.90	46.58	48.40	50.45	52.38	54.55	56.70	58.85	61.30	63.85	66.33
17	38,750.40	40,268.80	41,974.40	43,576.00	45,385.60	47,174.40	48,963.20	51,001.60	53,123.20	55,182.40	57,283.20
	1,490.40	1,548.80	1,614.40	1,676.00	1,745.60	1,814.40	1,883.20	1,961.60	2,043.20	2,122.40	2,203.20
	18.63	19.36	20.18	20.95	21.82	22.68	23.54	24.52	25.54	26.53	27.54
	27.95	29.04	30.27	31.43	32.73	34.02	35.31	36.78	38.31	39.80	41.31
	46.58	48.40	50.45	52.38	54.55	56.70	58.85	61.30	63.85	66.33	68.85
	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10

APPENDIX B
LAS VEGAS CONVENTION AND VISITORS AUTHORITY
SALARY RANGES FOR ALL SCHEDULED EMPLOYEES
EFFECTIVE JULY 7, 2013 - JUNE 30, 2014

**Annual
Bi-Weekly
Hourly
Overtime
Holiday**

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
18	40,268.80	41,974.40	43,576.00	45,385.60	47,174.40	48,963.20	51,001.60	53,123.20	55,182.40	57,283.20	59,633.60
	1,548.80	1,614.40	1,676.00	1,745.60	1,814.40	1,883.20	1,961.60	2,043.20	2,122.40	2,203.20	2,293.60
	19.36	20.18	20.95	21.82	22.68	23.54	24.52	25.54	26.53	27.54	28.67
	29.04	30.27	31.43	32.73	34.02	35.31	36.78	38.31	39.80	41.31	43.01
	48.40	50.45	52.38	54.55	56.70	58.85	61.30	63.85	66.33	68.85	71.68
19	41,974.40	43,576.00	45,385.60	47,174.40	48,963.20	51,001.60	53,123.20	55,182.40	57,283.20	59,633.60	62,046.40
	1,614.40	1,676.00	1,745.60	1,814.40	1,883.20	1,961.60	2,043.20	2,122.40	2,203.20	2,293.60	2,386.40
	20.18	20.95	21.82	22.68	23.54	24.52	25.54	26.53	27.54	28.67	29.83
	30.27	31.43	32.73	34.02	35.31	36.78	38.31	39.80	41.31	43.01	44.75
	50.45	52.38	54.55	56.70	58.85	61.30	63.85	66.33	68.85	71.68	74.58
20	43,576.00	45,385.60	47,174.40	48,963.20	51,001.60	53,123.20	55,182.40	57,283.20	59,633.60	62,046.40	64,604.80
	1,676.00	1,745.60	1,814.40	1,883.20	1,961.60	2,043.20	2,122.40	2,203.20	2,293.60	2,386.40	2,484.80
	20.95	21.82	22.68	23.54	24.52	25.54	26.53	27.54	28.67	29.83	31.06
	31.43	32.73	34.02	35.31	36.78	38.31	39.80	41.31	43.01	44.75	46.59
	52.38	54.55	56.70	58.85	61.30	63.85	66.33	68.85	71.68	74.58	77.65
21	45,385.60	47,174.40	48,963.20	51,001.60	53,123.20	55,182.40	57,283.20	59,633.60	62,046.40	64,604.80	67,121.60
	1,745.60	1,814.40	1,883.20	1,961.60	2,043.20	2,122.40	2,203.20	2,293.60	2,386.40	2,484.80	2,581.60
	21.82	22.68	23.54	24.52	25.54	26.53	27.54	28.67	29.83	31.06	32.27
	32.73	34.02	35.31	36.78	38.31	39.80	41.31	43.01	44.75	46.59	48.41
	54.55	56.70	58.85	61.30	63.85	66.33	68.85	71.68	74.58	77.65	80.68
22	47,174.40	48,963.20	51,001.60	53,123.20	55,182.40	57,283.20	59,633.60	62,046.40	64,604.80	67,121.60	69,804.80
	1,814.40	1,883.20	1,961.60	2,043.20	2,122.40	2,203.20	2,293.60	2,386.40	2,484.80	2,581.60	2,684.80
	22.68	23.54	24.52	25.54	26.53	27.54	28.67	29.83	31.06	32.27	33.56
	34.02	35.31	36.78	38.31	39.80	41.31	43.01	44.75	46.59	48.41	50.34
	56.70	58.85	61.30	63.85	66.33	68.85	71.68	74.58	77.65	80.68	83.90
23	48,963.20	51,001.60	53,123.20	55,182.40	57,283.20	59,633.60	62,046.40	64,604.80	67,121.60	69,804.80	72,571.20
	1,883.20	1,961.60	2,043.20	2,122.40	2,203.20	2,293.60	2,386.40	2,484.80	2,581.60	2,684.80	2,791.20
	23.54	24.52	25.54	26.53	27.54	28.67	29.83	31.06	32.27	33.56	34.89
	35.31	36.78	38.31	39.80	41.31	43.01	44.75	46.59	48.41	50.34	52.34
	58.85	61.30	63.85	66.33	68.85	71.68	74.58	77.65	80.68	83.90	87.23
24	51,001.60	53,123.20	55,182.40	57,283.20	59,633.60	62,046.40	64,604.80	67,121.60	69,804.80	72,571.20	75,545.60
	1,961.60	2,043.20	2,122.40	2,203.20	2,293.60	2,386.40	2,484.80	2,581.60	2,684.80	2,791.20	2,905.60
	24.52	25.54	26.53	27.54	28.67	29.83	31.06	32.27	33.56	34.89	36.32
	36.78	38.31	39.80	41.31	43.01	44.75	46.59	48.41	50.34	52.34	54.48
	61.30	63.85	66.33	68.85	71.68	74.58	77.65	80.68	83.90	87.23	90.80
25	53,123.20	55,182.40	57,283.20	59,633.60	62,046.40	64,604.80	67,121.60	69,804.80	72,571.20	75,545.60	78,582.40
	2,043.20	2,122.40	2,203.20	2,293.60	2,386.40	2,484.80	2,581.60	2,684.80	2,791.20	2,905.60	3,022.40
	25.54	26.53	27.54	28.67	29.83	31.06	32.27	33.56	34.89	36.32	37.78
	38.31	39.80	41.31	43.01	44.75	46.59	48.41	50.34	52.34	54.48	56.67
	63.85	66.33	68.85	71.68	74.58	77.65	80.68	83.90	87.23	90.80	94.45
	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10

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LAS VEGAS CONVENTION AND VISITORS AUTHORITY
SALARY RANGES FOR ALL SCHEDULED EMPLOYEES
EFFECTIVE JULY 7, 2013 - JUNE 30, 2014

**Annual
Bi-Weekly
Hourly
Overtime
Holiday**

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
BEGIN NON-BARGAINING											
26	55,182.40	57,283.20	59,633.60	62,046.40	64,604.80	67,121.60	69,804.80	72,571.20	75,545.60	78,582.40	81,764.80
	2,122.40	2,203.20	2,293.60	2,386.40	2,484.80	2,581.60	2,684.80	2,791.20	2,905.60	3,022.40	3,144.80
	26.53	27.54	28.67	29.83	31.06	32.27	33.56	34.89	36.32	37.78	39.31
	39.80	41.31	43.01	44.75	46.59	48.41	50.34	52.34	54.48	56.67	58.97
	66.33	68.85	71.68	74.58	77.65	80.68	83.90	87.23	90.80	94.45	98.28
27	57,283.20	59,633.60	62,046.40	64,604.80	67,121.60	69,804.80	72,571.20	75,545.60	78,582.40	81,764.80	84,988.80
	2,203.20	2,293.60	2,386.40	2,484.80	2,581.60	2,684.80	2,791.20	2,905.60	3,022.40	3,144.80	3,268.80
	27.54	28.67	29.83	31.06	32.27	33.56	34.89	36.32	37.78	39.31	40.86
	41.31	43.01	44.75	46.59	48.41	50.34	52.34	54.48	56.67	58.97	61.29
	68.85	71.68	74.58	77.65	80.68	83.90	87.23	90.80	94.45	98.28	102.15
28	59,633.60	62,046.40	64,604.80	67,121.60	69,804.80	72,571.20	75,545.60	78,582.40	81,764.80	84,988.80	88,483.20
	2,293.60	2,386.40	2,484.80	2,581.60	2,684.80	2,791.20	2,905.60	3,022.40	3,144.80	3,268.80	3,403.20
	28.67	29.83	31.06	32.27	33.56	34.89	36.32	37.78	39.31	40.86	42.54
	43.01	44.75	46.59	48.41	50.34	52.34	54.48	56.67	58.97	61.29	63.81
	71.68	74.58	77.65	80.68	83.90	87.23	90.80	94.45	98.28	102.15	106.35
29	62,046.40	64,604.80	67,121.60	69,804.80	72,571.20	75,545.60	78,582.40	81,764.80	84,988.80	88,483.20	91,956.80
	2,386.40	2,484.80	2,581.60	2,684.80	2,791.20	2,905.60	3,022.40	3,144.80	3,268.80	3,403.20	3,536.80
	29.83	31.06	32.27	33.56	34.89	36.32	37.78	39.31	40.86	42.54	44.21
	44.75	46.59	48.41	50.34	52.34	54.48	56.67	58.97	61.29	63.81	66.32
	74.58	77.65	80.68	83.90	87.23	90.80	94.45	98.28	102.15	106.35	110.53
30	64,604.80	67,121.60	69,804.80	72,571.20	75,545.60	78,582.40	81,764.80	84,988.80	88,483.20	91,956.80	95,659.20
	2,484.80	2,581.60	2,684.80	2,791.20	2,905.60	3,022.40	3,144.80	3,268.80	3,403.20	3,536.80	3,679.20
	31.06	32.27	33.56	34.89	36.32	37.78	39.31	40.86	42.54	44.21	45.99
	46.59	48.41	50.34	52.34	54.48	56.67	58.97	61.29	63.81	66.32	68.99
	77.65	80.68	83.90	87.23	90.80	94.45	98.28	102.15	106.35	110.53	114.98
31	67,121.60	69,804.80	72,571.20	75,545.60	78,582.40	81,764.80	84,988.80	88,483.20	91,956.80	95,659.20	99,486.40
	2,581.60	2,684.80	2,791.20	2,905.60	3,022.40	3,144.80	3,268.80	3,403.20	3,536.80	3,679.20	3,826.40
	32.27	33.56	34.89	36.32	37.78	39.31	40.86	42.54	44.21	45.99	47.83
	48.41	50.34	52.34	54.48	56.67	58.97	61.29	63.81	66.32	68.99	71.75
	80.68	83.90	87.23	90.80	94.45	98.28	102.15	106.35	110.53	114.98	119.58
32	69,804.80	72,571.20	75,545.60	78,582.40	81,764.80	84,988.80	88,483.20	91,956.80	95,659.20	99,486.40	103,376.00
	2,684.80	2,791.20	2,905.60	3,022.40	3,144.80	3,268.80	3,403.20	3,536.80	3,679.20	3,826.40	3,976.00
	33.56	34.89	36.32	37.78	39.31	40.86	42.54	44.21	45.99	47.83	49.70
	50.34	52.34	54.48	56.67	58.97	61.29	63.81	66.32	68.99	71.75	74.55
	83.90	87.23	90.80	94.45	98.28	102.15	106.35	110.53	114.98	119.58	124.25
33	72,571.20	75,545.60	78,582.40	81,764.80	84,988.80	88,483.20	91,956.80	95,659.20	99,486.40	103,376.00	107,515.20
	2,791.20	2,905.60	3,022.40	3,144.80	3,268.80	3,403.20	3,536.80	3,679.20	3,826.40	3,976.00	4,135.20
	34.89	36.32	37.78	39.31	40.86	42.54	44.21	45.99	47.83	49.70	51.69
	52.34	54.48	56.67	58.97	61.29	63.81	66.32	68.99	71.75	74.55	77.54
	87.23	90.80	94.45	98.28	102.15	106.35	110.53	114.98	119.58	124.25	129.23
	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10

LVCVA/SEIU Local 1107
COLLECTIVE BARGAINING AGREEMENT
Employee Unit
July 1, 2013 to June 30, 2018

SIGNATURES



MARTIN C BASSICK
President
Service Employees International Union,
Local 1107



ROSSI RALENKOTTER
President & CEO
Las Vegas Convention & Visitors Authority



MICHAEL J. COOGAN, Chief Negotiator
Director of Public Sector
Service Employees International Union,
Local 1107



MARK D. OLSON, Chief Negotiator
Vice President of Human Resources
Las Vegas Convention & Visitors Authority

LVCVA/SEIU Local 1107
COLLECTIVE BARGAINING AGREEMENT
Supervisor Unit
July 1, 2013 to June 30, 2018

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