

C	OLLECTIVE
В	ARGAINING
A	GREEMENT

July 1, 2023 - June 30, 2028

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1107



### LVCVA/SEIU Local 1107

## **COLLECTIVE BARGAINING AGREEMENT**

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### LVCVA/SEIU Local 1107

## **COLLECTIVE BARGAINING AGREEMENT**

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## Appendix A LVCVA Bargaining Unit Classifications

## **AMBASSADORS**

## Effective July 7, 2024

Title	Grade
A/V Technician	20
Accounting Specialist	16
Accounting Technician	20
Building Engineer	21
Canine Officer	20
Custodian	9
Database Marketing Coordinator	16
Electrician	21
Environmental Health and Safety Coordinator	25
Exterior Engineer	21
Facility Support Technician	20
Fire Prevention Coordinator	25
Fire Prevention Technician	22
Graphics Technician	20
Groundskeeper	17
Guest Experience Specialist	15
HVAC Technician	21
Kitchen Technician	21
Laborer	
Lead Accounting Technician	22
Lead Custodian	11
Lead Groundskeeper	19
Lead Service Worker	16
Lead Services Support Technician	18
Life Systems Coordinator	25
Mechanic	20
Mechanic-Welder	21
Perimeter Security Officer	9
Photographer	18
Plumber	21
Purchasing Assistant	18
Safety and Emergency Management Coordinator	25
Secretary	
Security Dispatcher	16
Security Officer	17
Service Worker	14

Services Clerk	12
Services Support Technician	16
Skilled Trades Assistant	16

### Appendix A

# LVCVA Bargaining Unit Classifications SUPERVISORY AMBASSADORS

Title	Grade
A/V Supervisor	25
Building Engineer Supervisor	25
Engineering Assistant Supervisor	22
Engineering Maintenance Supervisor	25
Exterior Engineer Supervisor	25
Facility Support Supervisor	25
Graphics Supervisor	25
Grounds Supervisor	22
Perimeter Security Supervisor	20
Electrician Supervisor	25
HVAC Supervisor	25
Mechanic-Welder Supervisor	25
Plumber Supervisor	25
Security Sergeant	22
Services Supervisor	22

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# Article 1 Agreement

#### 1.1 - Term of Agreement

- a. This Agreement is made and entered into this \_day of June 2023, 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 the "Authority."
- b. This Agreement will be effective July 1, 2023, and will remain in effect until June 30, 2028. No changes, amendments, modifications, or termination of this agreement shall be made unless mutually agreed upon by the parties, 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 and Cooperation

- 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.
- c. The Union and the Authority agree that favoritism is not to be used in the application of this contract or in the dealings with the Ambassadors of the Authority.

#### 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 any provision of this Agreement which is within the scope of mandatory bargaining contained in NRS 288.150, the parties will meet to negotiate possible changes 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. The Authority and the Union acknowledge their individual responsibilities under federal, state and local laws, and agree it is unnecessary to individually detail such responsibilities in this Agreement.

#### 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 Ambassadors 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 Ambassadors 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 conventioneers 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 Ambassadors of the Authority and their Union affiliates, Authority management, and the resident 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 conventioneers 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 conventioneer (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 Ambassador or group of Ambassadors to participate in any strike.
- b. The Authority agrees not to lock out Ambassadors under any circumstances.

#### 1.8 – Discrimination Prohibited

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

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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 Ambassadors 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 - Ambassadors Excluded from the Bargaining Unit

- a. Authority Ambassadors who are excluded from the bargaining unit are as follows:
  - 1. Those Ambassadors 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 Ambassadors
  - 5. Part-time Ambassadors
  - 6. Volunteers
  - 7. Intermittent Ambassadors
- b. The Authority will not utilize a series of temporary and/or intermittent Ambassadors in essentially the same position in order to avoid a position's placement in the bargaining unit.

#### 2.3 – New Hires

Newly hired Ambassadors 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 People and Culture 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 Ambassador involved.

# Article 3 MANAGEMENT RIGHTS

#### 3.1 <u>– Intent</u>

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

#### 3.2 – Sole Authority

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

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

#### 3.3 – Negotiation of Non-Mandatory Subjects

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

#### 3.4 – Temporary Replacements

The Authority, in its sole discretion, may call in a part-time Ambassador to replace an absent Ambassador or temporarily re-assign a full-time Ambassador to replace the absent Ambassador, 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 Ambassadors 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 Ambassador.

#### 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 Ambassadors 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 Ambassadors 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.

#### <u>4.2</u> – <u>Union Representatives</u>

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 Ambassadors, 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, their shift will be changed, at their option, for the duration of their term to Saturday and Sunday off without loss of pay or benefits. If the change in schedule unduly affects another Ambassador, 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 Ambassador 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 Ambassador and non-Ambassador representatives must be conducted during Ambassador work breaks or lunch periods.
- b. Union business, such as organizing, must not interfere with Ambassador duties.
- c. All representatives must notify and obtain permission from supervision of the Ambassador's department before entering the work area during working hours.

#### 4.5 – Union Bank Hours

- a. For each separate fiscal year covered by the term of this Agreement, the Union will be allocated a total of 500 Union bank hours per bargaining unit for designated Union members to (1) attend monthly steward meetings, conferences, legislative sessions, or conventions and (2) represent Ambassadors at any step of the grievance procedure, discipline, demotion, suspension, or termination proceeding/hearing. Employee Management Relations Committee ("EMRC") meetings are not considered union business, and bargaining-unit members who attend these meetings will not be required to clock out unless overtime will be accrued. Overtime will not be paid for such meetings. If a representational matter is de minimis, e.g., 30 minutes or less, utilization of Union bank hours is not required.
- b. Only one representative will be allowed for investigatory meetings.
- c. Each bargaining unit may transfer unused bank hours to the other bargaining unit.
- d. Per diem and/or cost of travel will not be provided by the Authority. Such Union leave will not be cumulative from fiscal year to fiscal year.
- e. The Authority will not be responsible for any industrial injury claims resulting from activities performed on behalf of the Union away from Authority work locations during normal duty hours.
- f. Union leave bank requests for investigation time will be approved by the Chief Steward.
- g. In addition, the Authority shall release up to one Ambassador 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 Ambassador 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 Ambassador 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 contains the following:
  - 1. Personal attacks upon any other member or any other Ambassador.
  - 2. Scandalous, scurrilous, or derogatory attacks upon the management.
  - 3. Scandalous, scurrilous, or derogatory attacks upon a candidate for a partisan political office.
- c. Any materials posted must be dated and initialed by a Steward prior to the posting by a Union representative, and a copy of all materials posted must be provided to the senior executive in People and Culture at the time of posting.

#### <u>4.8 – Ambassador Personnel File Photocopies</u>

- a. The Authority agrees that each Ambassador and/or their representative, upon receipt of a written release for each occurrence, will have the right to review and photocopy materials contained in their 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 Ambassador has received a copy of it. Disputes concerning the validity of a given document will be processed, in accordance with Article 20.

#### 4.9 – SEIU Officers

a. If the SEIU President is an Ambassador of the Authority, they 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 Ambassador.
- b. If the SEIU President, Executive Vice President, Secretary, or Treasurer is an Ambassador of the Authority, they 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 Ambassador.

#### 4.10 – Ambassador Deductions

- a. The Authority will deduct monthly from the wages of Ambassadors 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 Ambassadors, provided an Ambassador 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 Ambassador in the bargaining unit in favor of any other labor organization or organization representing Ambassadors 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 Ambassador during the month of October of each year. If dues deduction authorization is not revoked during such period, it will continue until the following October. The above provision will appear on the membership application and dues deduction authorization card.
- e. The Union will certify to the Authority in writing the current rate of membership dues. The Union will notify the Authority of any change in the rate of membership dues 30 days prior to the effective date of such change.
- f. The Authority will not be required to honor any month's deduction on any authorization that is delivered to it later than 7 days prior to the beginning of the second pay period of the month.

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# Article 5 TRANSFER OF FACILITY

#### 5.1 – Transfer or Sale of Facility

- a. During the term of this Agreement, if the Authority voluntarily decides to sell or transfer all or a part of the Authority's facilities, the Authority will notify the Union 120 days in advance, unless a shorter period of time is required by the legislature, of the prospective transfer and discuss with the Union the ramifications to Authority Ambassadors 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 ensure payment for accrued wages and all other accrued economic fringe benefits as of the date of transfer.

#### 5.2 – Facilities

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

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# Article 6 MARKET WAGE ADJUSTMENTS

#### 6.1 – First Year of the Contract

Effective July 9, 2023 (the first day of the first full pay period in July), all Ambassadors will receive a 4.9% across-the-board increase in base wage rates, and a one-time \$250.00 lump sum payment. This lump sum payment shall not be added to the Ambassador's base pay. Simultaneously, all grades and steps will be increased 4.9% to reflect the increase granted.

#### 6.2 - Second Year of the Contract

Effective July 7, 2024, the first day of the first full pay period in July, all Ambassadors will receive a three and nine-tenths percent (3.9%) across-the-board increase in base wage rates. Simultaneously, all grades and steps will be increased by three and nine-tenths percent (3.9%) to reflect the increase granted.

#### 6.3 – Third Year of the Contract

The Authority and the Union shall negotiate the amount of this pay adjustment prior to July 1, 2025.

#### <u>6.4 – Fourth Year of the Contract</u>

The Authority and the Union shall negotiate the amount of this pay adjustment prior to July 1, 2026.

#### <u>6.5</u> – Fifth Year of the Contract

The Authority and the Union shall negotiate the amount of this pay adjustment prior to July 1, 2027.

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# Article 7 STEP PROGRESSION

#### 7.1 – Steps

LVCVA's pay scale for step-and-grade Ambassadors 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 Ambassador 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.

In the event a step, or steps, are removed from a pay scale, all Ambassadors in those steps will be moved to the next highest remaining step in that pay grade effective the same day as the market wage adjustment in Article 6. The date of such step adjustment shall replace the Ambassador's anniversary date for the purpose of Section 7.3 only.

#### 7.3 - Effective Date

Step advancements will be effective on the first day of the first pay period following the Ambassador'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 Ambassador 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 Ambassador may request a review before a Review Committee (which consists of (1) a Vice President from a division other than the Ambassador's, (2) the senior executive in People and Culture, (3) the Chief Steward, and (4) a steward or their designee by submitting a written request to the senior executive in People and Culture.
- c. The Review Committee will meet with the Ambassador and hear the request for review within 2 weeks of receipt of the Ambassador's request.
- d. The Review Committee will either uphold the determination of the step advancement denial or advance the Ambassador one step retroactive to the first day of the first pay period following the Ambassador's anniversary date.
- e. The decision of the Review Committee is final and binding on the parties to this

Agreement.

#### 7.5 - Performance Rating

- For the purpose of determining eligibility for step advancements, Ambassadors
  must receive an achieves standards or above rating on their 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 Ambassador 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 Ambassador'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 Ambassadors 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 Ambassador will be transferred or have their shift changed, provided that the least senior Ambassador possesses the required knowledge, skills, and ability as determined by the manager to satisfactorily perform all the functions of the position; however, no Ambassador will be temporarily assigned more than once in a 12-month period, unless all other Ambassadors in the classification have been transferred.
- b. Exceptions and extensions to the above procedure may be made on a case-bycase basis as determined by the senior executive in People and Culture.

#### 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. Ambassadors are required to work 8, 9, or 10 hours a day for a total of 80 hours bi-weekly.
- c. An Ambassador will not be scheduled for 10 consecutive workdays without a break at the end of the 10<sup>th</sup> day unless there is an emergency and continued work is approved by the department head.
- d. Ambassadors 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 those covered under 8.5.c).
- b. Ambassadors 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. Ambassadors are not permitted to begin work until the actual start of their shifts.
- c. All Ambassadors are required to take a lunch or meal break, unless required by the executive in charge of Customer Safety to provide a response during their meal period.
- d. Ambassadors will receive two 15-minute rest breaks, which are considered time worked. Ambassadors who work 10-hour shifts will receive three 15-minute rest breaks, which are considered time worked.
- e. The schedule of hours for Ambassadors will be determined by the department or division to which they are assigned.
- f. Ambassadors will be informed two weeks in advance of their scheduled shift and hours of work; however, the Authority and the Union recognize that the needs of our customers may require shorter notice of changes in shifts or adjustments to work hours. The Authority may also give shorter notice of changes in shifts or adjustments to work hours based on unforeseen operational priorities or urgencies.

#### 8.6 – Overtime

- a. Ambassadors are expected to work overtime based on the needs of the Authority. Due consideration will be given to an Ambassador's request to be excused from such work.
- b. Ambassadors 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 Ambassador'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 Ambassador must by their own choosing, indicate how payment is to be made.
- d. Customer-paid special event work is offered to Customer Safety personnel on a voluntary basis. Any overtime accrued as a result of Customer Safety personnel voluntarily working at a special event will be paid as overtime or comp time payment. Comp time payment will be subject to management approval, which will not be unreasonably withheld.
- 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 Ambassadors who are regularly assigned such a job and distributed equitably among them, providing they have the ability to perform the available work without training.
- g. Scheduling of overtime shall be filled on a rotating seniority basis per shift, although in cases of unforeseen overtime, management may utilize Ambassadors

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

#### 8.7 - Comp Time

- a. Comp time may be accumulated to a maximum of 100 hours. Any comp time accumulated and not used as of June 30 of each fiscal year will automatically be paid to the Ambassador.
- 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 Ambassadors. Call back pay is defined as compensation earned for returning to their work site for duty after the Ambassador has completed their shift, departed from the work site, and is off duty for a period of time and is requested to return to his/her their work site with less than 12 hours' notice. When an Ambassador is called back, the Ambassador 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 Ambassador's shift. An Ambassador's regularly scheduled shift will not be changed to accommodate a call back.
- b. In the event the call-in extends into their scheduled shift, they 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, they will be paid straight time until the end of their regularly scheduled shift.

#### 8.9 - Phone Contact

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

#### 8.10 – Standby

a. Due to staff limitations, it may be necessary for a department head or designee to issue written assignments to Ambassadors 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 Ambassador 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 they may immediately respond to any calls received.
- c. In the event the Ambassador cannot be contacted, standby pay will not apply.
- d. An Ambassador will be compensated for standby time at the rate of 1/4-hour pay at their regular hourly rate for each 1-hour period of standby time.
- e. Ambassadors on standby called to perform work will be compensated for actual hours worked and are not eligible for call-back pay.
- f. Standby pay will be added to the payroll for the period during which work is performed.
- g. Overtime and standby pay will not be paid more than once for the same hours worked. For purposes of this article, accumulated standby time will not qualify for holiday premium or overtime pay.

#### 8.11 - Shift Differential

- a. A shift differential of \$1.20 per hour will be paid to Ambassadors who work swing shifts and \$1.80 per hour will be paid to Ambassadors who work grave shifts. Shift differential is paid when a shift begins within the hours listed for swing and grave. This amount will increase annually, rounded to the nearest penny per hour, beginning in 2024 by the percentage provided for in the Market Wage Adjustment in Article 6.
- 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 Ambassador to work outside the Ambassador's bidded shift, the Ambassador will still receive the shift differential they are entitled to based on their 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 Ambassador is expressly designated to temporarily fill a vacant supervisory position.
- c. Acting pay shall be paid when an Ambassador 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 Ambassadors in such a manner that does not entitle them to acting pay.
- g. The Authority shall determine who is qualified to serve as acting supervisor in a given department. If an acting supervisor is designated, the Authority will post the name of the designated acting supervisor.

#### 8.13 - Premium Pay for Certain Customer Safety Personnel

- The Authority will pay those Security Officers/Sergeants an additional 4% of the Ambassador's base hourly rate for time spent performing Field Training Officer (FTO), Certified Firearms Instructors, or Bicycle IPMBA Instructor duties.
- b. The Authority will pay Security Officers/Sergeants who serve as Authority Emergency Medical Technicians (EMTs) an additional 4% of the Ambassador's base hourly rate per hour.
- c. The Authority will pay Plumbers who have a backflow certification an additional 4% of the Ambassador's base hourly rate per hour for time spent performing work requiring the certification, with supervisory approval.
- d. The Authority will pay Canine Officers an allowance equivalent to ten (10) hours of overtime per pay period, for the at-home care, transportation and feeding of the LVCVA's security canines.

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## Article 9 FILLING OF VACANCIES

#### 9.1 – Exclusive Right of Selection

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

#### 9.2 - Three-Step Process

The Authority will use a three-step process in filling vacancies: (1) shift bids (Ambassadors 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.
- 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 Ambassadors in the posted classification may submit their interest for the posted shift. Once the bid is closed, management will select the senior Ambassador in the posted classification who meets all criteria for the position.
- c. In considering requests for shift bid, seniority in the classification will govern, unless the senior Ambassador does not meet one or more of the following criteria:
  - 1. An overall "achieves" or above rating on their last evaluation;
  - 2. Possession of the particular skill(s) of the position, if any, that the Authority has established through policy;
  - 3. Has not been suspended or demoted within the last 12 months.
  - 4. Ambassadors will not be granted more than one shift bid within a 90-day period which is the result of filling the original vacancy.
- d. The foregoing criteria (1. through 4.) may be waived by the senior executive in People and Culture.

#### 9.4 – Lateral Transfer or Promotion

- a. After shift bid considerations, the vacancy will be posted for a period of 7 calendar days, unless rescinded, for lateral transfer or promotional opportunity for qualified in-house Ambassadors. 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 Ambassadors. The posting will include the minimum job requirements of the opening.
- d. The People and Culture 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 People and Culture, will make the hiring decision.
- f. Ambassadors with live suspensions are not eligible for lateral transfers and/or promotions.

#### 9.5 - New Hire

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

#### 9.6 - Initial Appointment

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

#### 9.7 – Promotions/Transfers

- a. When an Ambassador is promoted, they 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 Ambassador will serve a qualifying period not to exceed 6 months. At the conclusion of the qualifying period, the Ambassador will be given a performance evaluation. Based on the evaluation, the Ambassador will either be accepted or rejected for the position. If rejected, every effort will be made to place the Ambassador in their previous classification, or another Authority position for which they qualify. If such placement is not possible and termination of their employment is recommended, the Ambassador will be given at least 3 weeks' notice of their termination. The Ambassador retains the rights of appeal under the terms of Article 20.13 of this Agreement.
- c. A promoted Ambassador will have the right within the first 15 shifts worked in the new position to elect, in writing, to return to their previous position without loss of seniority rights or benefits.

d. Ambassadors 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 their 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 Ambassador will be transferred or have their shift changed, provided that the least senior Ambassador possesses the required knowledge, skills, and ability as determined by the manager to satisfactorily perform all the functions of the position; however, no Ambassador will be temporarily assigned more than once in a 12-month period, unless all other Ambassadors in the classification have been transferred.
- b. Exceptions and extensions to the above procedure may be made on a case-bycase basis as determined by the senior executive in People and Culture.
- 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 Ambassador is demoted for disciplinary reasons, they will be placed in a classification with a grade and step most compatible with the Ambassador's previous grade and step with at least a 4% decrease in salary. An Ambassador who is demoted must possess the necessary skills, licenses or certifications (if applicable) to perform the demoted position.

#### 9.10 – Job Descriptions

All job descriptions for the Ambassadors assigned to classifications listed in Appendix A are incorporated by reference as of the effective date of this Agreement and issued upon request made either to the Authority or the Union. If the Authority determines that a change is needed to any job description, the Authority will furnish to the Union a copy of the modified job description.

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### Article 10 HOLIDAYS

#### 10.1 – Paid Holidays

- a. Paid holidays will be observed each year as established below:
  - 1. New Year's Day\* January 1
  - 2. Martin Luther King Day Third Monday in January
  - 3. President's Day Third Monday in February
  - 4. Memorial Day Last Monday in May
  - 5. Juneteenth\* June 19
  - 6. Independence Day \* July 4
  - 7. Labor Day Frist Monday in September
  - 8. Nevada Day Last Friday in October
  - 9. Veterans Day\* November 11
  - 10. Thanksgiving Day Fourth Thursday in November
  - 11. Family Day, Day following Thanksgiving Day
  - 12. Christmas Day\* December 25
  - 13. 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 Ambassador who is not scheduled to work on a recognized holiday will be paid an amount equal to 8 hours at their base straight-time hourly rate.
- b. To be eligible for holiday pay, an Ambassador must be on paid status on the holiday.

#### 10.3 – Holiday Premium Pay

For all hours worked by an Ambassador 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 Ambassadors 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 Ambassador's 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 Ambassador's regularly scheduled day off, at the Ambassador's request, their days off may be changed in order to afford them 3 consecutive

days off, one of which will be that holiday which falls on the Ambassadors 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 Ambassador is scheduled to work on a holiday and calls off (i.e. unable to come to work), they 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 Ambassadors 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 Ambassador 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 Ambassador will be placed back in the holiday work schedule rotation as if they 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 90 calendar days following the Ambassador's birthday. If an Ambassador is out on paid status for longer than 90 days from their birthday, they 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 Ambassador's PTO leave, the Ambassador will be paid 8 hours straight-time holiday pay for the day.

### Article 11 PERSONAL TIME OFF

#### 11.1 - Accrual

- a. For Ambassadors hired before July 1, 2023, PTO will accrue bi-weekly based on the service date or adjusted service date of the Ambassador 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. For Ambassadors hired on or after July 1, 2023, PTO will accrue bi-weekly based on the service date or adjusted service date of the Ambassador in an amount equal to:
  - 1. 6.16 hours per pay period through the 5th year of service;
  - 2. 8 hours per pay period after 5 years of continuous service through the 10<sup>th</sup> year of service.
  - 3. 10 hours per pay period after the 10th year of service.
- c. 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

Ambassadors will accrue, but will not be allowed to take PTO until they have satisfactorily completed 2 months of introductory period. Ambassadors not completing their introductory period will forfeit accrued PTO.

#### 11.3 - Reporting Requirements

- a. PTO may be used by Ambassadors and no reason or justification for use is required; however, supervisor approval is still necessary.
- b. An Ambassador will be subject to progressive disciplinary action for abusive use of PTO. "Abusive" means that they have 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

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

#### 11.5 - Sell/Buy Back

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

#### 11.6 – Separation of Employment

- a. Upon resignation, release, termination, or other separation action, PTO accrual balances will be paid at the separating Ambassador's current straight hourly rate of pay in accordance with the following policy:
  - Ambassadors 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. Ambassadors 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 Ambassador'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 Ambassador, any accumulated PTO earned through the last day worked will be paid in accordance with the above formula and any applicable NRS regulations.

#### 11.7 - Advanced PTO

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

#### 11.8 – Sick Bank Hours

Ambassadors 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

#### <u>Purpose</u>

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

#### Policy

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

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

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

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

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

When an Ambassador is unable to perform the essential functions of their job safely and effectively, People and Culture will engage with the Ambassador to determine if leave is necessary. If it is determined a leave would be an appropriate course of action, the applicable leave process would be initiated.

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

While on a leave of absence, Ambassadors are prohibited from performing any work for the Authority unless otherwise approved by the senior executive in People and Culture.

Work would include duties such as e-mail, phone meetings, approvals, etc.

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

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

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

#### <u>Authority Leaves of Absence</u>

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

#### 12.1 – Family and Medical Leave

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

All Ambassadors who have worked for the Authority for at least one year (total accumulated employment) and have worked a minimum of 1,250 hours in the 12-month proceeding the leave request are eligible for Family and Medical Leave (FML). Leave eligibility under the FMLA is calculated on a "rolling" 12-month period measured forward from the date of any prior FMLA leave taken by an Ambassador.

Qualifying reasons for FML include:

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

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

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

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

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

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

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

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

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

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

During FML, health benefits for which the Ambassador and their family are enrolled are maintained.

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

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

#### 12.2 – Workers' Compensation Leave

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

Please contact People and Culture for questions or assistance.

#### 12.3 – Americans With Disabilities Act (ADA)

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

Ambassadors who may be in need of leave from work should meet with People and Culture to discuss the issue and determine what action, if any, is needed. The accommodation process is interactive and it may take multiple communications between the Authority and the requesting individual and/or the Ambassador's healthcare provider before a reasonable accommodation may be reached.

Ambassadors are expected to fully cooperate in the accommodation process, including making every effort to provide management with current medical information.

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

Any existing PTO will be taken concurrently with ADA leave.

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

#### 12.4 – Military Leave

Military Leave: Eligible Ambassadors covered by NRS 281.145 or the Uniformed Services Employment and Reemployment Rights Act (USERRA) shall receive all pay or benefits as prescribed by these laws.

#### 12.5 – Ambassador Leaves

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

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

#### 12.6 - Ambassador Medical Leave

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

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

Ambassador medical leave is unpaid, and any accrued PTO or comp time is to be

taken concurrently. Ambassadors who are eligible for FML are not eligible to take Ambassador medical leave as a substitute leave to cover a medical condition that would otherwise qualify for FML.

#### 12.7 - Ambassador Unpaid Time Off Leave

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

If an Ambassador is in need of taking off six or more shifts, they would be eligible for an Ambassador unpaid time off leave. All requested unpaid time off leaves must be approved by the senior executive in People and Culture.

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

#### 12.8 - Bereavement Leave

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

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

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

Designated family members include:

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

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

When submitting a leave request, Ambassadors must include relationship to the deceased in the "comments" field of the leave request. Proof (e.g., obituary, newspaper clipping, funeral/ memorial attendance program, etc.) of relationship must be provided to People and Culture and maintained in People and Culture according to the records management schedule. Bereavement leave is paid at the rate of

straight time and will not be counted as time worked for the purpose of computing overtime.

#### 12.9 – Nevada Pregnant Worker's Fairness Act

The law prohibits discrimination based on pregnancy.

Once management is made aware of a pregnancy within their department, they are to contact People and Culture for assistance.

Ambassadors who may need a leave as an accommodation for a pregnancy related condition must meet with People and Culture to discuss the need for leave and available options.

#### 12.10 - July Duty

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

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

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

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

#### 12.11 - Parental Leave

- a. Parental Leave will be provided to allow time away for Ambassadors who give birth or adopt a child, or Ambassadors who welcome a child with their spouses and domestic partners, to care for and bond with their newborn or newly adopted child.
- b. Parental Leave will be granted for up to twelve (12) weeks (Parental Leave Period) when no other leave option is available to the parent.
- c. The Parental Leave Policy does not provide for paid leave beyond other leave programs provided for in this Agreement.
- d. Parental Leave will be used concurrently with FMLA, the Nevada Pregnant Workers Fairness Act, and other legally provided leave programs.
- e. Eligibility
  - 1. Parental Leave is available to any Ambassador who gives birth or adopts a

- child, or to an Ambassador whose spouse or domestic partner gives birth to a child and allows up to a total of twelve (12) weeks of continuous or intermittent leave as outlined in Section 12.11.f.
- 2. When requesting Parental Leave, the Ambassador must provide at least a thirty-day (30) notice when feasible.
- 3. All Parental Leave must be medically certified by a Health Care Provider and provide the estimated leave dates.
- 4. If a portion of the time away from work can be certified under the FMLA or the Nevada Pregnant Workers Fairness Act, those leave types will run concurrently with Parental Leave.
- 5. If both parents are Ambassadors of the Authority, each parent will be granted up to twelve (12) weeks of Parental Leave which may be taken continuously or on a reduced or intermittent schedule.
- 6. No Parental Leave will be granted beyond the Parental Leave Period.

#### f. Time Away from Work

- The Parental Leave Period begins on the first day the Ambassador is not available for work, either before or after the birth.
- 2. All Parental Leave time used for baby bonding may be taken in a continuous block of time or on a reduced or intermittent schedule.
  - a. All reduced or intermittent Parental Leave must be approved by the Ambassador's Department Head and the Director of People and Culture.
  - b. All reduced or intermittent Parental Leave must be used within six (6) months from the child's birth date or date of adoption.
  - c. Ambassadors may only take Parental Leave in increments of one (1) hour or more.
- 3. The Ambassador must take all accrued Paid Time Off (PTO) and Compensatory Time while on leave. Once paid leave banks are exhausted, the Parental Leave will continue unpaid.
- 4. All Parental Leave time will be entered into the time and attendance system by the Leave Administrator.
- 5. An Ambassador on Parental Leave shall not perform any work.
- 6. An Ambassador who takes Parental Leave, and gives birth, must provide a release from the treating physician to return to work.
- 7. Absent another applicable and qualifying leave, Ambassadors who do not return at the end of their authorized leave will be separated.

#### g. Continuation of Benefits

 During the period of Parental Leave, group health, dental, vision, and basic life and accidental death insurances will be continued and paid for by the LVCVA according to eligibility rules.

- 2. All voluntary benefit premiums must be timely reimbursed to the LVCVA to maintain coverage. If there is a lapse in benefit coverage, the Ambassador may reinstate voluntary benefits according to eligibility rules.
- 3. If the Ambassador or spouse/domestic partner does not meet eligibility for LVCVA benefits, the qualifying period for benefits starts over upon return to work.

## Article 13 LONGEVITY BONUS PROGRAM

#### 13.1 – Eligibility

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

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

Bargaining unit Ambassadors hired on or after July 1, 2018, who are hired in at the lowest step in their initial pay grade, who progress through the Steps to the completion of Step 8 rate of pay in the same pay grade, at the rate of one (1) step per year, and are therefore eligible for the Step 9 rate of pay, shall skip the Step 9 rate of pay and advance directly to the Step 10 rate of pay pursuant to the salary ranges attached as Appendix C, pursuant to Article 7 "Step Progression," 7.3 "Effective Date," provided all other Article 7 step progression requirements are met. For Ambassadors who move steps as a result of the elimination of steps from pay grades as provided in 7.2, such elimination and the subsequent step movements shall not count against the eligibility for the skipping of Step 9 under this section.

Ambassadors are entitled to advance in this manner one time only in their career pursuant to the provisions of this Article.

#### 13.2 - Payment

- a. Longevity bonus will be paid annually, in a lump sum amount, on the first working day of the month in which it is due. Longevity payments will be deferred for all Ambassadors on furlough status, with any such payment owed to be paid upon the Ambassador returning to work.
- b. Longevity bonus payments will be prorated, as adjusted, for Ambassadors terminated for any reason.
- c. Longevity bonus rates for eligible Ambassadors hired prior to July 1, 2018, will be paid at the rate of .59 of 1% of the base salary per year for each year of creditable service.

### 13.3 – Creditable Service for Longevity Bonus Computation

Creditable service includes:

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

#### 13.4 – Rehired Ambassadors

An Ambassador's creditable service will terminate when the Ambassador terminates employment for any reason, except in the situation where an Ambassador is rehired

within six (6) months after the effective date of termination, in which case the Ambassador's previous creditable service shall be restored in its entirety.			

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### Article 14 GROUP INSURANCE

#### <u>14.1</u> – Coverage

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

#### 14.2 - Eligibility

To be eligible for the medical, dental, vision and life insurance plans, Ambassadors must meet the necessary qualifying periods associated with the insurance plans.

- a. Any Ambassador 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 Ambassador 's behalf, including coverage for eligible dependents.
- b. Failure of the Ambassador 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 Ambassadors and their dependents.
- b. If the Authority's health insurance premiums increase by 7.5% percent or more in any year of this agreement, the Authority and the Union will reopen this article for negotiation of an Ambassador 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 Ambassador 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 Ambassadors. Ambassadors must meet the qualifying requirements associated with the plan.

#### 14.6 – Excess Premiums

- c. Should the Authority be unable to recover any excess premiums paid to an insurance carrier due to an Ambassador's failure to notify the Authority of eligibility changes, the Ambassador will be responsible for reimbursing the Authority for the excess amount.
- d. The Ambassador 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 Ambassador's present job or which will enhance the Ambassador's potential for advancement to a position within the Authority which they have a reasonable expectation of achieving. The courses or programs must be offered by accredited institutions of learning. The maximum tuition reimbursement will be determined by the lesser of the actual tuition cost at the undergraduate or graduate rate, as applicable, or the current University of Nevada Las Vegas undergraduate or graduate rate. In no case will the Authority provide educational assistance beyond the master's degree level.

#### 15.3 – Requirements

Other requirements for educational assistance include the following:

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

#### <u> 15.4 – Requests</u>

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

#### 15.5 - Factors

In determining whether to approve a request for educational assistance, the section head, department head, senior vice president, and senior executive in People and Culture 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 Ambassador and the Authority;
- c. the level of responsibility and length of service of the Ambassador; 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 Ambassador's regular working hours. It is expected that educational activities will not interfere with the Ambassador's work, and unsatisfactory job performance during enrollment may result in rejection of subsequent requests.

#### 15.8 - Termination Prior to Completion

An Ambassador who is terminated during enrollment due to a reduction in force 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 Ambassador who voluntarily leaves the Authority or is terminated prior to completing a course will not be reimbursed for the expenses associated with the course.

#### 15.9 - Completion of Course

Upon completion of the course, the Ambassador will submit to People and Culture a certified transcript of grades received and receipts for expenses incurred. The Authority will then reimburse the Ambassador the applicable percentage of the cost of tuition, textbooks, registration, and laboratory and library fees.

#### 15.10 - Employer-Pay Contribution Plan

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

#### 15.11 - Records

Records will be maintained by People and Culture of all educational programs completed by each Ambassador.

#### 15.12 - Training

Training, other than educational assistance, required by the Authority in new work procedures or technology will be made available to all Ambassadors who are in the same classification and department. While staffing requirements may restrict the

number of Ambassadors trained at any one time, the Authority will make sufficient plans to offer the training to all interested Ambassadors within the work area affected. It is recognized that the Skilled Craftsman, Service Worker, and certain other classifications contain distinct disciplines that will determine required training.

#### 15.13 – Job-Related Program

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

#### 15.14 - Promotional Opportunities / Cross-Training

To provide opportunity for promotion from within, the Authority shall establish a cross training program. The program is an opportunity for interested Ambassadors to explore a new career in a higher classification. The Authority shall determine the types of positions available for cross-training opportunities, the number of participant slots available, the frequency of training programs, scheduling, and other program attributes based on business needs. Ambassador eligibility shall be determined by Authority Seniority unless other specific skills and qualifications are needed for a position. The Authority may deny access to the cross-training program to Ambassadors who have active disciplinary documents in their file in accordance with Article 21. Ambassadors will maintain their rate of pay and classification seniority as they would in their current position.

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### Article 16 RETIREMENT CONTRIBUTION

#### 16.1 – Employer-Pay Contribution Plan

The Authority will pay the Ambassador'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 Ambassador 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 Ambassador.

#### 16.3 – Retirement Contribution

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

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### Article 17 HEALTH AND SAFETY

#### 17.1 – Health and Safety Committee

- a. The Authority will establish and maintain Safety Committee(s) as required by NRS 618.383 and NAC 618.540. The Safety Committee(s) shall include Ambassador representatives from a cross section of classifications throughout the Authority as selected by the Ambassadors.
- 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 Ambassadors 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 Ambassadors, except for firearms for Customer Safety 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 Ambassadors, the Ambassadors 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 \$175 for Ambassadors required to wear safety shoes. Ambassadors will receive an additional shoe allowance when their current shoes are rendered unserviceable. Ambassadors will be required to demonstrate the 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 Ambassador '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 Ambassador who believes a working condition or machinery to be unsafe must immediately inform their supervisor. Should the supervisor conclude that the working condition or equipment is safe and the Ambassador insists to the contrary, the Ambassador 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 Ambassador may be reassigned to perform other duties.

#### <u>17.6 – Special Examinations</u>

If an Ambassador performs duties which might jeopardize the safety of fellow Ambassadors, the Ambassador for reasonable cause, may be required to undergo special examinations from time to time at the Authority's expense to see that they meet acceptable physical and mental standards.

### Article 18 WORK-RELATED INJURIES

#### 18.1 – Industrial Accident Benefits

All Ambassadors 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 Ambassador has an injury, they 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 Ambassador from the work-related injury and the Authority to equal their salary at the time of their 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 Ambassador thereafter requires surgery as a result of such injury and/or claim. During this period, the Ambassador 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 Ambassador 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 Ambassador who has received TTD, including supplemental compensation up to the maximum 340 work hours, is unable to return to work, they 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 the Ambassador is still unable to work after PTO has been exhausted, they will be permitted to use their accrued comp time.

#### 18.5 - Light Duty

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

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## Article 19 REDUCTION IN FORCE AND RECALL

If 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 reduction in force or furlough procedures.

#### 19.1 – Reduction In Force

- a. Reductions in force will be made within classification, in inverse order of seniority within the classification.
- b. The Authority will make the determination of the number of positions within each classification to be reduced, based on business need.
- c. The Authority may exempt 4% of the total number of bargaining positions authorized in the current budget and retain them regardless of seniority. If the 4% does not equal an exact number of Ambassadors, the fraction shall be rounded to the next higher whole number.
  - Any exemption that is necessary because of any affirmative action program or laws pertaining to equal employment opportunity shall not be deemed a part of the above 4% but shall be in addition thereto.

The Authority shall provide the Union with a complete list of exemptions 5 business days prior to the notification of those Ambassadors to be separated. The Authority shall update the list of exemptions whenever a reduction in force is required, but not more often than once every 12 months.

Within classification, temporary, part-time, intermittent, and introductory Ambassadors will be separated first.

#### 19.2 - Reassignments

- a. In order to avoid an actual reduction in force, 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 reduction in force, the least senior Ambassador(s) in the classification(s) affected by a reduction in force will be reassigned.
- b. Under the provisions of this article, the assignment of an Ambassador to a position within a classification will be at the discretion of the Authority.

#### 19.3 – Bumping Down

a. Ambassadors who are affected by a reduction in force will have the right on a seniority basis to elect to bump down into a classification that the Ambassador has completed an introductory period, provided the classification exists.

- b. The right to bump includes bumping from a supervisory bargaining position into any previously held bargaining position.
- c. An Ambassador who is bumping down will retain their salary, but will not exceed the top out salary of the classification. The Ambassador's anniversary date will not be adjusted. The Ambassador will be subject to the reduction in force protocol in the classification bumped into, based on seniority earned in the classification.

#### 19.4 – Notice

Prior to separation, Ambassadors affected will be given at least 4 weeks written notification or 4 weeks' pay in lieu of such notice, except as noted below. If the Authority effects a reduction in force for other non-bargaining Ambassador groups, Ambassadors covered by this Agreement may elect to receive benefits provided under any other current such program instead of the benefits provided by this article. In either case, the Ambassador shall retain their recall rights.

#### 19.5 - Contract Out Work

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

- With reference to the work being considered for contracting out, no Ambassador subject to a reduction in force possesses the qualifications, skills and abilities 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 the Authority.

#### 19.6 - Recall List

- a. Any Ambassador (s) demoted or separated under this article will, based upon seniority, have their name placed on an appropriate recall list for a period of 15 months. Ambassador (s) separated through a reduction in force will be notified by certified mail, return receipt requested, at their last known address and will within 10 days of attempt to deliver, respond affirmatively by certified mail or in person that they are 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 classification, personnel who have been separated or demoted in that classification will be recalled in inverse order of separation.
- c. Upon return to work, the Ambassador will receive an adjusted service and anniversary date if the separation was for a period of 30 or more days and all

	benefits for which qualified will be reinstate date.	ed relative to their adjusted service
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### Article 20 DISPUTE RESOLUTION

#### <u>20.1</u> – Intent

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

#### 20.2 - Exclusions

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

#### 20.3 - Definition of Grievance

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

#### 20.4 – Presentation of Grievances and Responses

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

#### 20.5 – Time Limitations

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

#### 20.6 - Ambassador's Responsibility to Work

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

#### 20.7 - Grievance Procedure

### STEP 1: Written Grievance to Department Head

The Ambassador and/or the Union representative, no later than ten (10) working days from the date the Ambassador and/or Union knew or should have known of the events giving rise to the grievance, must submit the written grievance to People and Culture.

Within ten (10) working days of receipt of the grievance, the Department Head or their designee, a People and Culture representative, a Union representative, and the affected Ambassador will meet to try to resolve the problem. A notification of the meeting time, date, and location will be sent via email to the Union representative and the Ambassador prior to the meeting.

The senior executive in People and Culture shall designate the Department Head to respond to the grievance and said individual shall give their written answer to the grievance within ten (10) working days of the meeting. If the grievance is not resolved at this level, it may proceed to Step 2.

## <u>STEP 2: Written Grievance to Senior Executive in People and Culture or Designee</u>

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

### STEP 3: Appeal to Arbitration

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

grievance procedure shall be final and binding on the Ambassador, the Union and the Authority.

#### 20.8 – Mediation

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

### 20.9 - Selection of Arbitrators

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

### 20.10 – Arbitrator's Jurisdiction

The jurisdiction and authority of the arbitrator and their 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. They shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate, wage structure, or new position. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Authority and the Union. The written award of the arbitrator on the merits of any issue adjudicated within their jurisdiction and authority shall be final and binding on the Ambassador, the Union, and the Authority.

### 20.11 – Fees and Expenses of Arbitrator

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

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## Article 21 CORRECTIVE ACTION AND DISCIPLINE

### 21.1 - Just Cause

No Ambassador who has satisfactorily completed their introductory period may be disciplined without just cause.

### 21.2 - Coaching and/or Counseling

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

### <u>21.3 – Progressive Discipline</u>

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

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

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

a. In lieu of termination, the Authority may offer Ambassadors the opportunity to enter into a Last Chance Agreement for violations of the Authority's drug and alcohol policy. Ambassadors covered by this Agreement will be covered by the Authority's Last Chance Agreement policy covering all Ambassadors, which may require scheduled and/or random testing, treatment, leave, and other terms as a condition of continued employment. Ambassadors who take leave for treatment under a Last Chance Agreement will be allowed to use Paid Time Off as provided for in this Agreement. The use of a Last Chance Agreement shall be at the discretion of the Authority, and may not be provided for situations involving accident, injury, or other significant factors.

### 21.4 – Duty to Furnish Disciplinary Documents

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

### 21.5 – Personnel File

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

### 21.6 - Disciplinary Meetings

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

### 21.7 - Investigations

- a. When an allegation is made against an Ambassador or when the Authority receives an allegation against an Ambassador and determines an investigation is warranted, the Authority may decide that it is in the Ambassador's and/or Authority's best interest to suspend the Ambassador pending investigation.
- b. Any Ambassador who is the subject of an investigation or is involved in any investigation in any capacity shall be notified by the Authority up to 24 hours prior to appearing at any investigatory meeting. The Union and the Authority agree certain issues/incidents may require an immediate investigatory meeting. The Ambassador shall be entitled to be a representative and is responsible for contacting a representative in a timely manner. The Authority may also assist in securing a representative for the Ambassador.
- c. Any Ambassador suspended pending investigation will be entitled to use earned PTO. If the Authority finds that there was no violation, the Ambassador will be reimbursed for whatever earned PTO they used during the suspension pending investigation. If the investigation takes longer than five (5) working days, defined as Monday through Friday, excluding holidays, the Authority will place the Ambassador on paid administrative leave.
- d. Documentation relating to investigations of allegations which do not result in

- corrective or disciplinary action will not become part of the Ambassador's personnel record under any circumstances and will not be used or referenced in any disciplinary proceeding.
- e. The Authority's current policy regarding the confidentiality of Ambassador records will be applied to any investigatory documents concerning an Ambassador, except as may otherwise be required by applicable state, federal or local laws, regulations or ordinances.

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

- a. As soon as practical, but no later than ten (10) working days of receipt of a verbal or written warning, an Ambassador who believes the warning is not based on just cause may submit a rebuttal to the Authority's People and Culture Department explaining in detail why they believe the warning lacks just cause. Such rebuttal will be attached to the warning and a copy forwarded to the Ambassador's Department Head.
- b. The Union and the Authority agree that the Employee Management Review Committee (EMRC) may be used for the purpose of reviewing the validity of a verbal or written warning.
- c. An Ambassador may submit a grievance concerning a verbal or written warning in accordance with the grievance procedure set forth in Article. 20.7. A decision at Step 2 of the grievance procedure shall be final and binding on the Ambassador, the Union and the Authority. Verbal and written warnings are excluded from the mediation and arbitration provisions of Article 20 of this Agreement.

### 21.9 – Suspension and Demotion Appeals

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

### <u>21.10 – Suspension Pending Termination</u>

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

### 21.11 - Pre-Termination Hearing

a. Prior to the termination of any Ambassador who has satisfactorily completed their introductory period, the Authority shall conduct an informal pre-termination hearing. If the Authority chooses to remove the Ambassador from the worksite prior to the pre-termination hearing, the Ambassador will be entitled to use any earned PTO they have accrued. If the Ambassador is returned to work, they will be reimbursed for any PTO used.

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

<u>Step 1</u>. The pre-termination hearing shall be conducted within ten (10) working days (unless otherwise extended by mutual agreement) following the date of the Ambassador's receipt of notice recommending termination before a hearing officer who shall be a Vice President from a division other than the Ambassador's. If desired by the Ambassador, a Union representative may attend the pre-termination hearing, consistent with the Union's exclusive right to represent covered Ambassadors under this Agreement. The Ambassador will notify the senior executive in People and Culture in writing of the name and address of their representative.

<u>Step 2</u>. The Ambassador shall be given at least three (3) working days' notice prior to the hearing, which notice will include the time and location of the pretermination hearing.

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

<u>Step 3</u>. The pre-termination hearing officer will render a reasoned decision in writing within five (5) working days and forward it to the Ambassador, the Ambassador's representative, and the senior executive in People and Culture.

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

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

### 21.12 - Termination Appeals

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

21.13 – Removal of Coaching and/or Counseling and Discipline From Ambassador Personnel File Coaching and/or Counseling and disciplinary documents, unless otherwise specifically excluded, are subject to removal from an Ambassador's personnel file, upon written request of an Ambassador to People and Culture, after eighteen (18)

months from date of issuance provided that no ensuing coaching and/or counseling or discipline of the same disciplinary track (attendance or other Ambassador infractions) occurred. Coaching and/or Counseling and disciplinary documents removed from an Ambassador's personnel file shall be considered null and void and will not be used in future disciplinary matters. Discipline related to theft, drug or alcohol policy violations, physical attacks, workplace violence, and/or harassment/discrimination are not subject to removal from an Ambassador's file.

### Article 22 DEFINITIONS

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

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

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

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

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

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

<u>Classification.</u> An Authority position/job title.

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

<u>Demotion</u>. The movement of an Ambassador from one classification to another classification with a lower salary range.

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

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

<u>Division</u>. A division is the highest level of organization within the Authority. The Authority comprises four divisions: General Government, Marketing, Sales, and Operations.

<u>Full-time Ambassador</u>. One who is hired to fill a budgeted position.

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

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

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

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

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

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

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

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

<u>Review Committee</u>. Composed of (1) a Vice President from a division other than the Ambassador's, (2) the senior executive in People and Culture or designee, (3) the Chief Steward, and (4) a steward or their designee by submitting a written request to the senior executive of People and Culture. (Review Committee's purpose is outlined in Article 7.)

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

<u>Section</u>. 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.

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

- a. <u>Authority Seniority</u>. The amount of an Ambassador's continuous length of employment with the Las Vegas Convention and Visitors Authority. If an Ambassador separates employment from the Authority and is subsequently rehired, the new hire date will be the Ambassador's new Authority seniority date.
- b. <u>Classification Seniority</u>. The amount of an Ambassador's length of employment within a particular classification. Any time spent outside a classification in excess of a qualifying period will result in a new classification seniority date upon the Ambassador's return to the classification, unless the return to a previously-held classification is at the direction of the Authority based solely on Authority business or operational needs.
- c. Introductory Ambassadors 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. Ambassadors accrue seniority during all paid leave time.
- e. An Ambassador loses seniority under the following conditions:
  - (1) When they are separated from employment either voluntarily or involuntarily.
  - (2) When they are removed from a recall list.
- f. If two or more eligible Ambassadors have identical Classification Seniority levels, preference will be given to the Ambassador with greater Authority Seniority. If a tie still remains, preference will be given based on the last four (4) digits of the Ambassador's Social Security Number, with the smaller number being first.

Shift. An Ambassador's scheduled period of work.

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

<u>Shift Differential</u>. The premium authorized to be paid to an Ambassador above their 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.

<u>Standby</u>. Time in which an Ambassador 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 <u>one-hour</u> response capability so that they may immediately respond to any calls received.

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

### **APPENDIX B**

### LAS VEGAS CONVENTION AND VISITORS AUTHORITY

Annual Bi-Weekly

### SALARY RANGES FOR ALL BARGAINING AMBASSADORS EFFECTIVE JULY 9,2023

Hourly Overtime

	Includes PERS - 1.875%									Holiday	
	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	35,422.40	36,795.20	38,292.80	39,915.20	41,454.40	43,076.80	44,907.20	46,716.80	48,484.80	50,336.00	52,499.20
	1,362.40	1,415.20	1,472.80	1,535.20	1,594.40	1,656.80	1,727.20	1,796.80	1,864.80	1,936.00	2,019.20
9	17.03	17.69	18.41	19.19	19.93	20.71	21.59	22.46	23.31	24.20	25.24
	25.55	26.54	27.62	28.79	29.90	31.07	32.39	33.69	34.97	36.30	37.86
	42.58	44.23	46.03	47.98	49.83	51.78	53.98	56.15	58.28	60.50	63.10
	36,795.20	38,292.80	39,915.20	41,454.40	43,076.80	44,907.20	46,716.80	48,484.80	50,336.00	52,499.20	54,516.80
	1,415.20	1,472.80	1,535.20	1,594.40	1,656.80	1,727.20	1,796.80	1,864.80	1,936.00	2,019.20	2,096.80
10	17.69	18.41	19.19	19.93	20.71	21.59	22.46	23.31	24.20	25.24	26.21
	26.54	27.62	28.79	29.90	31.07	32.39	33.69	34.97	36.30	37.86	39.32
	44.23	46.03	47.98	49.83	51.78	53.98	56.15	58.28	60.50	63.10	65.53
	38,292.80	39,915.20	41,454.40	43,076.80	44,907.20	46,716.80	48,484.80	50,336.00	52,499.20	54,516.80	56,763.20
	1,472.80	1,535.20	1,594.40	1,656.80	1,727.20	1,796.80	1,864.80	1,936.00	2,019.20	2,096.80	2,183.20
11	18.41	19.19	19.93	20.71	21.59	<b>22.46</b>	23.31	<b>24.20</b>	<b>25.24</b>	<b>26.21</b>	27.29
• • •	27.62	28.79	29.90	31.07	32.39	33.69	34.97	36.30	37.86	39.32	40.94
	46.03	47.98	49.83	51.78	53.98	56.15	58.28	60.50	63.10	65.53	68.23
	20.015.00	41 454 40	42.077.00	44.007.00	46,716.80	48,484.80	EO 227 00	52,499.20	E 4 E 1 / 90	56,763.20	E0 000 00
	39,915.20	41,454.40	43,076.80	44,907.20			50,336.00	•	54,516.80		58,988.80
12	1,535.20 <b>19.19</b>	1,594.40 <b>19.93</b>	1,656.80 <b>20.71</b>	1,727.20 <b>21.59</b>	1,796.80 <b>22.46</b>	1,864.80 <b>23.31</b>	1,936.00 <b>24.20</b>	2,019.20 <b>25.24</b>	2,096.80 <b>26.21</b>	2,183.20 <b>27.29</b>	2,268.80 <b>28.36</b>
12	28.79	29.90	31.07	32.39		34.97	36.30		39.32	40.94	
	47.98	49.83	51.78	53.98	33.69 56.15	58.28	60.50	37.86 63.10	65.53	68.23	42.54 70.90
	41,454.40	43,076.80	44,907.20	44 714 OO	48,484.80	50,336.00	52,499.20	54,516.80	56,763.20	58,988.80	61,256.00
				46,716.80							
12	1,594.40 <b>19.93</b>	1,656.80 <b>20.71</b>	1,727.20	1,796.80 <b>22.46</b>	1,864.80	1,936.00 <b>24.20</b>	2,019.20 <b>25.24</b>	2,096.80	2,183.20 <b>27.29</b>	2,268.80	2,356.00 <b>29.45</b>
13	29.90	31.07	<b>21.59</b> 32.39	33.69	<b>23.31</b> 34.97	36.30	37.86	<b>26.21</b> 39.32	40.94	<b>28.36</b> 42.54	<b>44.18</b>
	49.83	51.78	53.98	56.15	58.28	60.50	63.10	65.53	68.23	70.90	73.63
14	42.077.00	44.007.00	4/ 71/ 00	40, 40,4,00	FO 227 00	FO 400 00	F 4 F 1 / OO	F/ 7/2 00	F0 000 00	/1.05/.00	/2 702 /0
	43,076.80 1,656.80	44,907.20 1,727.20	46,716.80 1,796.80	48,484.80 1,864.80	50,336.00 1,936.00	52,499.20 2,019.20	54,516.80 2,096.80	56,763.20 2,183.20	58,988.80 2,268.80	61,256.00 2,356.00	63,793.60 2,453.60
	20.71	21.59	<b>22.46</b>	23.31	<b>24.20</b>	<b>25.24</b>	2,076.60 <b>26.21</b>	<b>27.29</b>	28.36	<b>29.45</b>	30.67
1-7	31.07	32.39	33.69	34.97	36.30	37.86	39.32	40.94	42.54	44.18	46.01
	51.78	53.98	56.15	58.28	60.50	63.10	65.53	68.23	70.90	73.63	76.68
	44,907.20	46,716.80	48,484.80	50,336.00	52,499.20	54,516.80	56,763.20	58,988.80	61,256.00	63,793.60	66,497.60
	1,727.20	1,796.80	1,864.80	1,936.00	2,019.20	2,096.80	2,183.20	2,268.80	2,356.00	2,453.60	2,557.60
15	21.59	22.46	23.31	<b>24.20</b>	<b>25.24</b>	26.21	<b>27.29</b>	28.36	<b>29.45</b>	30.67	31.97
13	32.39	33.69	34.97	36.30	37.86	39.32	40.94	42.54	44.18	46.01	47.96
	53.98	56.15	58.28	60.50	63.10	65.53	68.23	70.90	73.63	76.68	79.93
	46,716.80	48,484.80	50,336.00	52,499.20	54,516.80	56,763.20	58,988.80	61,256.00	63,793.60	66,497.60	69,035.20
	1,796.80	1,864.80	1,936.00	2,019.20	2,096.80	2,183.20	2,268.80	2,356.00	2,453.60	2,557.60	2,655.20
16	22.46	23.31	<b>24.20</b>	<b>25.24</b>	<b>26.21</b>	<b>27.29</b>	28.36	2,336.00 <b>29.45</b>	30.67	31.97	33.19
10	33.69	34.97	36.30	37.86	39.32	40.94	42.54	44.18	46.01	47.96	49.79
	56.15	58.28	60.50	63.10	65.53	68.23	70.90	73.63	76.68	79.93	82.98
17	49,004.80	50,856.00	53,040.00	55,078.40	57,345.60	59,592.00	61,880.00	64,459.20	47 194 00	69,742.40	72,404.80
	1,884.80	1,956.00	2,040.00	2,118.40	2,205.60	2,292.00	2,380.00	2,479.20	67,184.00 2,584.00	2,682.40	2,784.80
	23.56	<b>24.45</b>	<b>25.50</b>	2,110.40 <b>26.48</b>	2,203.80 <b>27.57</b>	28.65	<b>29.75</b>	30.99	32.30	33.53	34.81
	35.34	36.68	38.25	39.72	41.36	<b>42.98</b>	<b>44.63</b>	<b>30.77</b> 46.49	<b>32.30</b> 48.45	50.30	52.22
	58.90	61.13	63.75	66.20	68.93	71.63	74.38	77.48	80.75	83.83	87.03
18	50,336.00	52,499.20	54,516.80	56,763.20	58,988.80	61,256.00	63,793.60	66,497.60	69,035.20	71,656.00	74,588.80
	1,936.00	2,019.20	2,096.80	2,183.20	2,268.80	2,356.00	2,453.60	2,557.60	2,655.20	2,756.00	2,868.80
	24.20	25.24	<b>26.21</b>	<b>27.29</b>	28.36	2,336.00 <b>29.45</b>	30.67	31.97	33.19	2,736.00 <b>34.45</b>	35.86
	36.30	37.86	39.32	40.94	42.54	44.18	46.01	47.96	49.79	51.68	53.79
	60.50	63.10	65.53	68.23	70.90	73.63	76.68	79.93	82.98	86.13	89.65
	00.00	00.10	00.00	00.20	70.70	70.00	7 0.00	77.73	02.70	00.10	07.00

	52,499.20 2,019.20	54,516.80 2,096.80	56,763.20 2,183.20	58,988.80 2,268.80	61,256.00 2,356.00	63,793.60 2,453.60	66,497.60 2,557.60	69,035.20 2,655.20	71,656.00 2,756.00	74,588.80 2,868.80	77,604.80 2,984.80
19	25.24	26.21	27.29	28.36	29.45	30.67	31.97	33.19	34.45	35.86	37.31
	37.86	39.32	40.94	42.54	44.18	46.01	47.96	49.79	51.68	53.79	55.97
	63.10	65.53	68.23	70.90	73.63	76.68	79.93	82.98	86.13	89.65	93.28
	54,516.80	56,763.20	58,988.80	61,256.00	63,793.60	66,497.60	69,035.20	71,656.00	74,588.80	77,604.80	80,808.00
	2,096.80	2,183.20	2,268.80	2,356.00	2,453.60	2,557.60	2,655.20	2,756.00	2,868.80	2,984.80	3,108.00
20	26.21	27.29	28.36	29.45	30.67	31.97	33.19	34.45	35.86	37.31	38.85
	39.32	40.94	42.54	44.18	46.01	47.96	49.79	51.68	53.79	55.97	58.28
	65.53	68.23	70.90	73.63	76.68	79.93	82.98	86.13	89.65	93.28	97.13
	56,763.20	58,988.80	61,256.00	63,793.60	66,497.60	69,035.20	•		77,604.80	80,808.00	83,969.60
	2,183.20	2,268.80	2,356.00	2,453.60	2,557.60	2,655.20	2,756.00	2,868.80	2,984.80	3,108.00	3,229.60
21	27.29	28.36	29.45	30.67	31.97	33.19	34.45	35.86	37.31	38.85	40.37
	40.94	42.54	44.18	46.01	47.96	49.79	51.68	53.79	55.97	58.28	60.5
	68.23	70.90	73.63	76.68	79.93	82.98	86.13	89.65	93.28	97.13	100.93
	58,988.80	61,256.00	63,793.60	66,497.60	69,035.20	71,656.00	74,588.80	77,604.80	80,808.00	83,969.60	87,339.20
	2,268.80	2,356.00	2,453.60	2,557.60	2,655.20	2,756.00	2,868.80	2,984.80	3,108.00	3,229.60	3,359.20
22	28.36	29.45	30.67	31.97	33.19	34.45	35.86	37.31	38.85	40.37	41.99
	42.54	44.18	46.01	47.96	49.79	51.68	53.79	55.97	58.28	60.56	62.99
	70.90	73.63	76.68	79.93	82.98	86.13	89.65	93.28	97.13	100.93	104.98
	61,256.00	63,793.60	66,497.60	69,035.20	71,656.00	74,588.80	77,604.80	80,808.00	83,969.60	87,339.20	90,792.00
	2,356.00	2,453.60	2,557.60	2,655.20	2,756.00	2,868.80	2,984.80	3,108.00	3,229.60	3,359.20	3,492.00
23	29.45	30.67	31.97	33.19	34.45	35.86	37.31	38.85	40.37	41.99	43.65
	44.18	46.01	47.96	49.79	51.68	53.79	55.97	58.28	60.56	62.99	65.48
	73.63	76.68	79.93	82.98	86.13	89.65	93.28	97.13	100.93	104.98	109.13
	63,793.60	66,497.60	69,035.20	71,656.00	74,588.80	77,604.80	80,808.00	83,969.60	87,339.20	90,792.00	94,494.40
	2,453.60	2,557.60	2,655.20	2,756.00	2,868.80	2,984.80	3,108.00	3,229.60	3,359.20	3,492.00	3,634.40
24	30.67	31.97	33.19	34.45	35.86	37.31	38.85	40.37	41.99	43.65	45.43
	46.01	47.96	49.79	51.68	53.79	55.97	58.28	60.56	62.99	65.48	68.1
	76.68	79.93	82.98	86.13	89.65	93.28	97.13	100.93	104.98	109.13	113.58
	66,497.60	69,035.20	71,656.00	74,588.80	77,604.80	80,808.00	83,969.60	87,339.20	90,792.00	94,494.40	98,321.60
	2,557.60	2,655.20	2,756.00	2,868.80	2,984.80	3,108.00	3,229.60	3,359.20	3,492.00	3,634.40	3,781.6
25	31.97	33.19	34.45	35.86	37.31	38.85	40.37	41.99	43.65	45.43	47.2
	47.96	49.79	51.68	53.79	55.97	58.28	60.56	62.99	65.48	68.15	70.9
	79.93	82.98	86.13	89.65	93.28	97.13	100.93	104.98	109.13	113.58	118.1

#### APPENDIX C

### LAS VEGAS CONVENTION AND VISITORS AUTHORITY SALARY RANGES FOR ALL BARGAINING AMBASSADORS

#### EFFECTIVE JULY 7, 2024 -3.9% COLA No Step For This Grade

Bi-Weekly Hourly Overtime Holiday

Annual

Grade Step 0 Step 1 Step 10 Step 2 Step 3 Step 4 Step 5 Step 6 Step 7 Step 8 Step 9 43,076,80 44,761.60 46,654.40 48,547,20 50,377.60 52,291,20 54,537,60 1,794.40 1,867.20 2,097.60 1,656,80 1.721.60 1,937,60 2.011.20 20.71 22.43 23.34 21.52 24.22 25.14 26.22 9 31.07 32 28 33 65 35.01 36.33 37 71 39.33 51.78 53.80 56.08 58.35 60.55 62.85 65.55 43.076.80 44,761.60 46,654.40 48,547,20 50,377.60 52,291.20 54,537.60 56,638,40 1,656,80 2.097.60 2.178.40 1,721,60 1,794,40 1.867.20 1,937,60 2.011.20 20.71 21.52 22.43 23.34 24.22 25.14 26.22 27.23 10 31.07 32.28 33.65 35.01 36.33 37.71 39.33 40.85 51.78 53.80 56.08 58.35 60.55 62.85 65.55 68.08 43,076.80 44,761.60 46,654.40 48,547.20 50,377.60 52,291.20 54,537.60 56,638.40 58,968.00 2,011.20 2.178,40 1,656.80 1,721.60 1,794.40 1.867.20 1,937.60 2.097.60 2,268,00 20.71 21.52 22.43 23.34 24.22 25.14 26.22 27.23 28.35 11 31.07 32.28 33.65 35.01 36.33 37.71 39.33 40.85 42.53 51.78 53.80 56.08 58.35 60.55 62.85 65.55 68.08 70.88 46,654.40 56,638.40 43,076.80 48,547.20 50,377.60 52,291.20 54,537.60 58,968.00 61,297.60 44,761.60 1,656.80 1,721.60 1,794,40 1,867.20 1,937.60 2.011.20 2,097.60 2,178.40 2,268.00 2,357.60 20.71 21.52 22.43 23.34 24.22 25.14 26.22 27.23 28.35 29.47 12 31.07 32.28 33.65 35.01 36.33 37.71 39.33 40.85 42.53 44.21 51.78 53.80 56.08 58.35 60.55 62.85 65.55 68.08 70.88 73.68 44,761.60 46,654.40 48,547.20 50,377.60 52,291.20 54,537.60 56,638.40 58,968.00 61,297.60 63,648.00 1,721.60 1,794.40 1,867.20 1,937.60 2,011.20 2,097.60 2,178.40 2,268.00 2,357.60 2,448.00 21.52 22.43 23.34 24.22 25.14 26.22 27.23 28.35 29.47 30.60 13 32.28 33.65 35.01 36.33 37.71 39.33 40.85 42.53 44.21 45.90 53.80 56.08 58.35 60.55 62.85 65.55 68.08 70.88 73.68 76.50 48,547.20 50,377.60 52,291.20 54,537.60 56,638.40 58,968.00 61,297.60 66,289.60 46,654,40 63,648,00 1,794.40 1,867.20 1,937.60 2,011.20 2,097.60 2,178.40 2,268.00 2,357.60 2,549.60 2,448.00 22.43 23.34 24.22 25.14 26.22 27.23 28.35 29.47 30.60 31.87 14 33.65 35.01 36.33 37.71 39.33 40.85 42.53 44.21 45.90 47.81 56.08 58.35 60.55 62.85 65.55 68.08 70.88 73.68 76.50 79.68 48 547 20 50 377 60 52,291,20 54 537 60 56 638 40 58,968.00 61,297.60 63 648 00 69 097 60 66 289 60 1,867.20 1,937.60 2,011.20 2,097.60 2,178.40 2,268.00 2,357.60 2,448.00 2,549.60 2,657.60 23.34 24.22 25.14 26.22 27.23 28.35 29.47 30.60 31.87 33.22 15 35.01 36.33 37.71 39.33 40.85 42.53 44.21 45.90 47.81 49.83 58.35 70.88 76.50 83.05 60.55 62.85 65.55 68.08 73.68 79.68 54.537.60 56,638.40 69,097.60 50.377.60 52,291.20 58,968.00 61,297.60 63,648.00 66,289.60 71.718.40 1,937.60 2,011.20 2,097.60 2,178.40 2,268.00 2,357.60 2,448.00 2,549.60 2,657.60 2,758.40 24.22 25.14 26.22 27.23 28.35 29.47 30.60 31.87 33.22 34.48 16 36.33 37.71 39.33 40.85 42.53 44.21 45.90 47.81 49.83 51.72 65.55 79 68 60.55 62.85 68.08 70.88 73.68 76.50 83.05 86.20 56,638.40 52,291.20 54,537.60 58,968.00 61,297.60 63,648.00 66,289.60 69,097.60 71,718.40 74.443.20 2,178.40 2.011.20 2.097.60 2.268.00 2.357.60 2.448.00 2.549.60 2.657.60 2.758.40 2.863.20 25.14 26.22 27.23 28.35 29.47 30.60 31.87 33.22 34.48 35.79 17 37.71 39.33 40.85 42.53 44.21 45.90 47.81 49.83 51.72 53.69 62.85 65.55 68.08 70.88 73.68 76.50 79.68 83.05 86.20 89.48

### APPENDIX C

### LAS VEGAS CONVENTION AND VISITORS AUTHORITY SALARY RANGES FOR ALL BARGAINING AMBASSADORS

#### EFFECTIVE JULY 7, 2024 -3.9% COLA No Step For This Grade

Annual Bi-Weekly Hourly Overtime Holiday

Grade	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		54,537.60	56,638.40	58,968.00	61,297.60	63,648.00	66,289.60	69,097.60	71,718.40	74,443.20	77,500.80
		2,097.60	2,178.40	2,268.00	2,357.60	2,448.00	2,549.60	2,657.60	2,758.40	2,863.20	2,980.80
18		26.22	27.23	28.35	29.47	30.60	31.87	33.22	34.48	35.79	37.26
		39.33	40.85	42.53	44.21	45.90	47.81	49.83	51.72	53.69	55.89
		65.55	68.08	70.88	73.68	76.50	79.68	83.05	86.20	89.48	93.15
		56,638.40	58,968.00	61,297.60	63,648.00	66,289.60	69,097.60	71,718.40	74,443.20	77,500.80	80,641.60
		2,178.40	2,268.00	2,357.60	2,448.00	2,549.60	2,657.60	2,758.40	2,863.20	2,980.80	3,101.60
19		27.23	28.35	29.47	30.60	31.87	33.22	34.48	35.79	37.26	38.77
		40.85	42.53	44.21	45.90	47.81	49.83	51.72	53.69	55.89	58.16
		68.08	70.88	73.68	76.50	79.68	83.05	86.20	89.48	93.15	96.93
		58,968.00	61,297.60	63,648.00	66,289.60	69,097.60	71,718.40	74,443.20	77,500.80	80,641.60	83,969.60
		2,268.00	2,357.60	2,448.00	2,549.60	2,657.60	2,758.40	2,863.20	2,980.80	3,101.60	3,229.60
20		28.35	29.47	30.60	31.87	33.22	34.48	35.79	37.26	38.77	40.37
		42.53	44.21	45.90	47.81	49.83	51.72	53.69	55.89	58.16	60.56
		70.88	73.68	76.50	79.68	83.05	86.20	89.48	93.15	96.93	100.93
		61,297.60	63,648.00	66,289.60	69,097.60	71,718.40	74,443.20	77,500.80	80,641.60	83,969.60	87,235.20
		2,357.60	2,448.00	2,549.60	2,657.60	2,758.40	2,863.20	2,980.80	3,101.60	3,229.60	3,355.20
21		29.47	30.60	31.87	33.22	34.48	35.79	37.26	38.77	40.37	41.94
		44.21	45.90	47.81	49.83	51.72	53.69	55.89	58.16	60.56	62.91
		73.68	76.50	79.68	83.05	86.20	89.48	93.15	96.93	100.93	104.85
		63,648.00	66,289.60	69,097.60	71,718.40	74,443.20	77,500.80	80,641.60	83,969.60	87,235.20	90,750.40
		2,448.00 <b>30.60</b>	2,549.60 <b>31.87</b>	2,657.60 <b>33.22</b>	2,758.40 <b>34.48</b>	2,863.20 <b>35.79</b>	2,980.80 <b>37.26</b>	3,101.60 <b>38.77</b>	3,229.60 <b>40.37</b>	3,355.20 <b>41.94</b>	3,490.40 <b>43.6</b> 3
22		45.90	47.81	49.83	51.72	53.69	55.89	58.16	60.56	62.91	65.45
		76.50	79.68	83.05	86.20	89.48	93.15	96.93	100.93	104.85	109.08
		76.50	77.00	65.05	86.20	07.40	73.13	76.73	100.73	104.83	107.00
		66,289.60	69,097.60	71,718.40	74,443.20	77,500.80	80,641.60	83,969.60	87,235.20	90,750.40	94,328.00
		2,549.60	2,657.60	2,758.40	2,863.20	2,980.80	3,101.60	3,229.60	3,355.20	3,490.40	3,628.00
23		31.87	33.22	34.48	35.79	37.26	38.77	40.37	41.94	43.63	45.35
		47.81	49.83	51.72	53.69	55.89	58.16	60.56	62.91	65.45	68.03
		79.68	83.05	86.20	89.48	93.15	96.93	100.93	104.85	109.08	113.38
		69,097.60	71,718.40	74,443.20	77,500.80	80,641.60	83,969.60	87,235.20	90,750.40	94,328.00	98,176.00
		2,657.60	2,758.40	2,863.20	2,980.80	3,101.60	3,229.60	3,355.20	3,490.40	3,628.00	3,776.00
24		33.22	34.48	35.79	37.26	38.77	40.37	41.94	43.63	45.35	47.20
		49.83	51.72	53.69	55.89	58.16	60.56	62.91	65.45	68.03	70.80
		83.05	86.20	89.48	93.15	96.93	100.93	104.85	109.08	113.38	118.00
		71,718.40	74,443.20	77,500.80	80,641.60	83,969.60	87,235.20	90,750.40	94,328.00	98,176.00	102,148.80
		2,758.40	2,863.20	2,980.80	3,101.60	3,229.60	3,355.20	3,490.40	3,628.00	3,776.00	3,928.80
25		34.48	35.79	37.26	38.77	40.37	41.94	43.63	45.35	47.20	49.11
		51.72	53.69	55.89	58.16	60.56	62.91	65.45	68.03	70.80	73.67
		86.20	89.48	93.15	96.93	100.93	104.85	109.08	113.38	118.00	122.78

# Memorandum of Understanding Full Shift Bid (New)

### 1.1 - Frequency

The Authority may conduct full shift bids in each department no more frequently than every 24 months or as required because of significant operational changes. The Authority will meet with the Union at least two weeks before announcing a shift bid because of significant operational changes.

### 1.2 - Process

The Authority will award all shifts based on Classification Seniority, as defined in this agreement.

The shift bid announcement will be given to all Ambassadors covered under this agreement at least three (3) weeks before the opening of shift bids. All shifts, by classification, shall be posted by the Authority at the beginning of these three weeks including scheduled days off for each shift.

The Authority shall also post the Classification Seniority list at the same time. Any protests of the Classification Seniority list must be written and submitted to People and Culture at least 72 hours before the opening of shift bids.

Procedures for this process shall be consistent with this Article, written, and communicated in each department before the opening of shift bids. The shift bid will be open for a minimum of 7 calendar days. Ambassadors shall select their shift in order of Classification Seniority.

The Authority will notify the Union and all affected Ambassadors of shift bid awards at least 21 calendar days before the implementation of new shift schedules.

### 1.3 - Exemption from Shift Bid Process

At the time of the shift bid announcement, the department head will provide the union with a list of Ambassadors exempted from the shift bid procedure because of their necessary skills and abilities. The Authority will not exempt entire classifications.

Ambassadors exempted from the shift bid process shall be notified in writing of their exemption from the shift bid process. Any Ambassador exempted from the shift bid process may request that the senior executive in People and Culture reconsider their exemption from the process based on operational requirements.

<u>1.4</u>	
The parties agree to interpret Article 9.3 D, that C shall not apply to any shift bid criteria. The d right to exempt the Ambassador(s) from the shand abilities.	epartment head shall have the exclusive
Sam Shaw, SEIU Executive Director	Date
Ed Finger, LVCVA Chief Negotiator	 Date

### LVCVA/SEIU Local 1107 COLLECTIVE BARGAINING AGREEMENT Supervisory Ambassador Unit

July 1, 2023, to June 30, 2028

### **SIGNATURES**

Sam Shaw Executive Director Service Employees International Union, Local 1107

Steve Hill
Chief Executive Officer/President
Las Vegas Convention &
Visitors Authority

Ed Finger LVCVA Chief Negotiator Chief Financial Officer Las Vegas Convention & Visitors Author

# LVCVA/SEIU Local 1107 COLLECTIVE BARGAINING AGREEMENT Ambassador Unit

July 1, 2023, to June 30, 2028

### **SIGNATURES**

Sam Shaw Executive Director Service Employees International Union, Local 1107

Steve Hill
Chief Executive Officer/President
Las Vegas Convention &
Visitors Authority

Ed Finger LVCVA Chief Negotiator Chief Financial Officer Las Vegas Convention & Visitors Authority