



Las Vegas City Employees' Association

Bylaws

LVCEA
857 N. Eastern Ave
Las Vegas, NV 89801
Phone (702) 649-6606
Fax (702) 649-2135
www.lvcea.org

Bylaws Updated October 21, 2021
Following General Membership Meeting

TABLE OF CONTENTS

DEFINITIONS

ARTICLE 1: MEMBERSHIP

- Section 1. Membership
- Section 2. Members
- Section 3. Associate Member
- Section 4. Voting Rights
- Section 5. Membership Entitlements
- Section 6. Rights of Membership
- Section 7. Retaining a Member
- Section 8. Membership Lists

ARTICLE II: REVENUES

- Section 1. Dues
- Section 2. Dues Deduction
- Section 3. Use of Dues and Other Revenues
- Section 4. Political Action Committee Fund
- Section 5. Reimbursement for Legal Fees/Cost

ARTICLE III: EXPENDITURES

- Section 1. General Operating and Capital Expenditures
- Section 2. Signatures on Checks
- Section 3. Corporate Insurance

ARTICLE IV: OFFICERS AND TRUSTEES OF THE LVCEA

- Section 1. List of Officers
- Section 2. Duties and Responsibilities of the Officers and Trustees
 - President
 - Vice President
 - Secretary
 - Treasurer
 - Trustees

ARTICLE V: NOMINATIONS

- Section 1. Nominations & Elections Liaison
- Section 2. Procedures

ARTICLE VI: ELECTIONS

- Section 1. Time of Annual Election
- Section 2. Method of Election
- Section 3. Recount of Election
- Section 4. Challenge of Election

ARTICLE VII: AUDIT AND REVIEW

- Section 1. Audit and Review of Financial Records

ARTICLE VIII: GENERAL MEMBERSHIP AND SPECIAL MEMBERSHIP MEETINGS

- Section 1. General Membership and Special Membership Meetings
- Section 2. General Membership Meeting-Order of Business
- Section 3. Quorum

ARTICLE IX: MEMORANDUM OF UNDERSTANDING

- Section 1. Memorandum of Understanding
- Section 2. Absentee Voting Procedures for Memorandum of Understanding
- Section 3. Electronic Voting

ARTICLE X: AFFILIATION

- Section 1. Affiliation

ARTICLE XI: NON-MEMBER REPRESENTATION

- Section 1. Non-Member Representation

ARTICLE XII: EXECUTIVE BOARD

- Section 1. List of Executive Board Members
- Section 2. Qualifications
- Section 3. Terms
- Section 4. Accountability
- Section 5. Board Meetings
- Section 6. Quorum
- Section 7. Order of Business
- Section 8. Duties and Responsibilities of the Board
- Section 9. Vacancies
- Section 10. Recall from the Board

ARTICLE XIII: POLICIES and PROCEDURES

- Section 1. Policies and Procedures

ARTICLE XIV: EMPLOYEES OF THE LVCEA

- Section 1. Office Staff
- Section 2. Salary and Promotions
- Section 3. Eligibility for Employment with the LVCEA

ARTICLE XV: INDEPENDENT CONTRACTORS

- Section 1. Labor Consultant
- Section 2. Attorney
- Section 3. Certified Public Accountant
- Section 4. Parliamentarian(s)

ARTICLE XVI: COMMITTEES

- Section 1. Standing Committees
 - Bylaws Committee
 - Catastrophic Leave Committee
 - Deferred Compensation Committee
 - Finance Committee
 - Insurance Committee
 - Health and Safety Committee
 - Events/Special Projects Committee

- Section 2. Appointment, Selection and Removal of Chairman of Standing Committees
- Section 3. Appointment of Standing Committee Members
- Section 4. Temporary, Special and Ad-Hoc Committees

ARTICLE XVII: NEGOTIATIONS AND CONTRACT RATIFICATION

- Section 1. Negotiations Committee
- Section 2. Progress Reports
- Section 3. Negotiations Team Assistance
- Section 4. Proposed Labor Contract
- Section 5. Labor Contract Ratification Meeting
- Section 6. Voting Procedures for Ratification of the Labor Contract
- Section 7. Absentee Voting Procedures for Ratification of the Labor Contract
- Section 8. Online Voting

ARTICLE XVIII: INDEMNIFICATION

- Section 1. Indemnification

ARTICLE XIX: LVCEA ASSETS/PROPERTY

- Section 1. Disbursement

ARTICLE XX: DISCIPLINE

- Section 1. Misconduct

ARTICLE XXI: PARLIAMENTARY AUTHORITY

- Section 1. Rules of Order

ARTICLE XXII: AMENDMENTS

- Section 1. Proposed Amendments
- Section 2. Conflicts/Inconsistencies with other Governing Documents and/or Authorities

DEFINITIONS

Except where the context otherwise requires, the following definitions govern the construction of these Bylaws.

“Associate Member” means a person excluded from a bargaining unit by contractual provisions or requirements of the Nevada Revised Statutes but pays the dues of the LVCEA, which makes that person eligible to participate in the social and educational programs of the LVCEA. An Associate Member has no voting privileges and is not eligible to attend any LVCEA Meetings or become an Officer or Trustee of the Board.

“Association” means the Las Vegas City Employees Association, referred to as “LVCEA” in these Bylaws.

“Attorney,” as used in these Bylaws, means a legally qualified and State of Nevada-licensed practitioner of law hired as an Independent Contractor by the LVCEA to serve as the LVCEA’s legal counsel and to provide legal services on an as-needed basis.

“Board” means the LVCEA’s Executive Board.

“Board Member” (collectively, “Members”) means the President, the Vice President, the Secretary, the Treasurer and each of the Trustees, whether elected or appointed, who serve on the LVCEA Executive Board.

“Board Meeting” means a meeting held by the Executive Board at which only Board Members may vote on items appearing on the agenda for said meeting.

“Bylaws” means the rules adopted by the LVCEA chiefly for the government of its Membership and the regulation of its affairs.

“Chairperson” means the presiding leader of an LVCEA Committee.

“Committee” means a group of Members formed to consider, investigate, take action on or report on some matter or matters of the LVCEA.

“Site Representatives”: Are Members who volunteer and are approved by the board to represent their worksite in CEA matters, to bring forth concerns and suggestions directly to the board and report back to their worksite.

“Eligible Voting Membership” means all Members.

“Executive Board” means the Officers and Trustees of the LVCEA.

“General Membership Meeting” means a meeting held at least twice each calendar year at which the Membership may attend and participate; however, only Members are eligible to vote on the items appearing on the agenda for said Meeting.

“Independent Contractor” means any person or entity hired to provide specific services to the LVCEA, but under no circumstances is such person or entity deemed an employee of the LVCEA.

“Labor Consultant” means a person or entity hired as an Independent Contractor for the purpose of providing labor-consulting services to the LVCEA.

“Labor Contract” means the Collective Bargaining Agreement (CBA) between the LVCEA and the City of Las Vegas.

“LVCEA Office” means the physical location, place or building in which the functions for the LVCEA are generally performed.

“LVCEA” means the Las Vegas City Employees Association.

“Member” means a classified employee who, after meeting the criteria for the membership set forth in these Bylaws, is entitled to all of the rights and privileges as are more fully set forth in these Bylaws.

“Membership” means all employees of the City of Las Vegas and other local government agencies as defined in Nevada Revised Statutes, who pay the dues of the LVCEA.

“Membership List” means a document containing the names and addresses of the LVCEA’s Membership.

“Membership Registry” means a document that must be *used to verify* a Member prior to receiving and/or *opening* a ballot or an absentee ballot used for any LVCEA voting.

“Memorandum of Understanding (MOU)” means a written document containing directive, advisory or informative matter, which supplements the LVCEA Labor Contract during the term of said contract

“Office Staff” means a person or persons employed by the LVCEA to perform generally accepted clerical duties and other related duties as from time to time may be necessary for the proper functioning of the office environment.

“Officer” (collectively Officers) means the President, the Vice President, the Secretary and the Treasurer of the LVCEA.

“Parliamentarian” means an expert in the rules and procedures governing the proceedings of the LVCEA.

“President” means the chief executive and presiding Officer of the LVCEA.

“At Large Representative” means a Member who has been properly trained and designated by the LVCEA and recognized by the City of Las Vegas as a person permitted to represent any and all Members in both disciplinary and grievance proceedings.

“Retired/Separated Members” any member that either retires or separates from the City of Las Vegas and retains their membership.

“Secretary” means the Officer of the LVCEA primarily responsible for the preparation and maintenance of official documents, records and correspondence of the LVCEA.

“Special Membership Meeting” means a meeting of the Membership, excluding the Associate Members, called by the President of the LVCEA regarding an issue or matter that cannot wait to be heard and voted on by the Members at the next General Membership Meeting.

“Treasurer” means the chief financial Officer of the LVCEA entrusted with the receipt, care and disbursement of, and accurate accounting for LVCEA funds.

“Trustee” means a Board Member of the LVCEA entrusted with the overall guidance and supervision of the Board of Directors and the business of the LVCEA.

“Vice President” means the Officer of the Association next in rank to the President empowered to serve as the President in that Officer’s absence or disability.

LAS VEGAS CITY EMPLOYEES ASSOCIATION BYLAWS

ARTICLE I: MEMBERSHIP

Section 1. Membership. Membership in the Las Vegas City Employees Association (referred to herein as the "LVCEA") shall be open to all employees of the City of Las Vegas (referred to as the "City" herein) and other local government agencies as defined in Nevada Revised Statutes. City employees that elect not to become a Member of the LVCEA within the first six (6) months of being hired by the City may join the LVCEA at any time thereafter. However, Members who join after the six month period: 1) Will not have the right to vote on any LVCEA matter for the first three (3) months as of the date they join; 2) Will be required to pay for one-half of the cost of any labor arbitration that stems from a disciplinary action or grievance involving new member that was initiated within twelve (12) months following the date that they join; and 3) Will be required to pay the rate of \$250/hour for the union attorney and/or \$100/hour for a LVCEA representative if they need union representation on any disciplinary matter within the first thirty (30) days after they join.

Section 2. Members. A classified employee who submits a properly completed Membership Application to the LVCEA Office, a Board Member or any individual authorized by the LVCEA to receive said Membership Application, and who pays backdues if necessary, will be considered a Member after the Membership Application is officially date stamped by the LVCEA Office.

Section 3. Associate Member. Associate Membership in the LVCEA shall be open to those persons excluded from the bargaining unit(s) by contractual provisions or requirements of the Nevada Revised Statutes such as confidential or appointed employees of the City. Employees of local government employers may subscribe to and hold membership in the LVCEA as Associate Members without voting privileges. Associate Members shall pay the dues of the LVCEA as set forth in these Bylaws. Associate Members are eligible to participate in social programs. Associate Members are not eligible to attend any LVCEA Meeting. Associate Members are not eligible to become an Officer or Trustee of the Board.

Section 4. Voting Rights. All voting rights in the LVCEA shall be limited to Members.

Section 5. Rights of Members. Immediately upon joining, all Members of the LVCEA are entitled to any of the social, educational or other benefits not excluded or limited elsewhere. Members are entitled to receive union representation during disciplinary proceedings or grievance hearings (prior to arbitration) at no expense in accordance with Section 7 of this Article. Members may also be entitled to receive financial support from the LVCEA for a grievance through arbitration, subject to the discretion of the LVCEA Executive Board in accordance with Section 7 of this Article.

Members also have the right to volunteer to serve on committees. The act of volunteering for service does not guarantee appointment to the committee. It merely puts one under consideration.

Any Member has the right to address the membership at a General Membership Meeting, through the LVCEA Newsletter and/or by mail as provided for pursuant to the provisions of Nevada Revised Statutes Chapter 288. However, that member must first submit a written request and receive the Board's approval to do so. Approval may be denied if the Board determines that the nature of the request (a) is not in the best interest of the membership as a whole; (b) is detrimental or may cause irreparable harm to any individual member or members (including Board Members); and/or (c) is in conflict with the objectives of the LVCEA and/or any provision of these Bylaws. Denial will not be based on personal or subjective viewpoints or opinions.

Section 6. Representations/Grievances

- A. Members requesting representation from the LVCEA during disciplinary proceedings are entitled to such representation during the course of departmental investigative interviews or hearings. At the discretion of the Board, Members requesting representation may be entitled to representation during other matters.
- B. A verbal request for a particular representative may be asked; however, the assignment of the LVCEA representative is at the sole discretion of the President and Vice-President (who oversee all disciplinary matters for the LVCEA)
- C. It is the responsibility of the person requesting representation to inform the LVCEA and/or their assigned representative, of all upcoming dates or pending hearings at their earliest opportunity, but, in any case not later than four (4) calendar days prior to any scheduled event. Non-compliance with this requirement effectively waives the request for representation and a representative will attend at the discretion of the Board, based on availability.
- D. The Board may provide the affected employee with legal representation for the departmental investigatory interview or hearing. Representation by an attorney, at the LVCEA's expense, is not the right of a member, but shall be afforded solely at the discretion of the Board. Furthermore, the Board reserves the absolute right to designate the attorney which will be used in the representation of the affected employee.
- E. Nothing herein is intended to preclude an affected employee from seeking representation by a person not affiliated with the LVCEA, including the affected employee's private legal counsel. However, an employee's decision to obtain representation (legal or otherwise) from outside of the LVCEA will constitute a waiver of their right to request representation from the LVCEA for that particular matter.
- F. In all of the foregoing matters, the Board shall determine, in its sole discretion, on the basis of the facts presented along with the request for representation, whether representation shall be provided and if so, to what extent.

- G. The legal counsel or any professional employed by the LVCEA shall consider the LVCEA to be their client and the affected employee shall be a third party beneficiary of such representation.
- H. Any person who is in the bargaining units represented by the LVCEA (regardless of whether they are a member of the LVCEA) may file a grievance. To file a grievance, the employee must complete a Grievance Report form and submit it, along with any supporting documentation, to the LVCEA office as soon as possible. Assuming that the grievance is a valid grievance, the Board will process the grievance in accordance with the grievance procedures outlined in the current Collective Bargaining Agreement.
- I. At the Board's discretion, the LVCEA will provide Members with representation at all grievance hearings short of arbitration.
- J. If a grievance by a Member is not resolved at the Step 3 level, the Board will meet to determine whether the LVCEA will financially support the Member for their grievance through arbitration. In preparation for the meeting, the Board will attempt to secure all facts and documents relevant to the grievance. Moreover, at the discretion of the Board, the aggrieved employee may be invited to speak at the meeting and explain the reasons why they feel that their grievance has merit. The Board will ultimately decide whether the grievance has merit. If the Board votes in favor of backing the Member's grievance through arbitration, the LVCEA will provide said Member with legal representation during the arbitration and will pay for the costs and fees that may be incurred in connection with the arbitration. The Member cannot unilaterally incur any costs or fees in connection with an arbitration such as the costs associated with an expert witness, a private investigator, etc., and then request that the LVCEA reimburse the Member for such costs and fees. Rather, the LVCEA retains the sole discretion as to what services will be utilized, who will provide the services (legal, professional or other) and what costs shall be incurred during the prosecution of a grievance through arbitration. If the Board votes against backing the grievance through arbitration, the LVCEA will promptly advise the Member of such decision.
- K. In the event that the Board votes to financially support a grievance through arbitration, the Member shall cooperate with the LVCEA as follows:
1. The Member shall maintain open communication with the Board and the legal counsel designated by the Board to handle the arbitration.
 2. The grievant shall provide the Board and legal counsel with all reasonably obtainable information as to the facts and circumstances surrounding the subject matter of the grievance.
 3. The grievant shall provide the Board and legal counsel with the names and contact information for all available witnesses.

4. The grievant shall promptly send the Board and legal counsel copies of any demands, notices, correspondence or summons received by the grievant in connection with the subject matter of the grievance.
 5. The grievant will authorize the LVCEA to obtain any pertinent information or documents relative to the grievance.
 6. The grievant will cooperate with the Board and legal counsel in the investigation, settlement or prosecution of the grievance.
- L. If the Member fails to cooperate with the LVCEA as outlined in section above, the LVCEA will have the authority to cease its backing of the grievance. The Board will be convened to vote on same.

Section 7. Retaining a Member. The LVCEA will retain as a Member any employee who has been terminated and has subsequently filed a grievance. This person will be retained as a Member until the grievance or arbitration is settled. This provision will also cover any employee off work due to maternity, paternity, FMLA, military employees in a non-pay status and/or illness if an employee is in non-pay status or is receiving Catastrophic Leave assistance. Such Member will be retained whether or not dues are collected during this time. When the employee returns to pay status, it is the employee's responsibility to ensure that the LVCEA dues are resumed.

Section 8. Membership Lists. To protect the privacy of its members, the LVCEA shall not provide a Membership List to any other parties except its members as provided in these Bylaws or in compliance with the Nevada Revised Statutes.

Section 9. Associated/Retired/Separated Members. Whenever a LVCEA Member retires or separates from the City of Las Vegas they become eligible to continue their membership as a Retired/Separated Member. The dues are \$5.00 per month for a total of \$60.00 annually. After the initial enrollment, the LVCEA will invoice the Retired/Separated Member annually in January unless dues can be collected via automated dues deduction. A Retired/Separated Member will receive the LVCEA Newsletter monthly, be eligible to participate on Committees (with the exception of the Negotiations and Grievance Committee) would be permitted to attend the LVCEA functions, and utilize all discount programs provided by the LVCEA. Retired/Separated Members will not retain voting rights. The Retired/Separated Member must notify the office in writing if they wish to discontinue their Membership in the LVCEA. Retired members who previously served on the LVCEA Board are eligible to volunteer at the LVCEA office at the discretion of the current LVCEA Board. Such retired members may be reimbursed for mileage and other expenses and/or be paid a nominal stipend for their service.

ARTICLE II: REVENUES

Section 1. Dues. LVCEA dues shall be set at the hourly rate of pay for Grade 20, Step 1, as set forth in the Salary Schedules in the current LVCEA Labor Contract. However, the LVCEA dues for Members who are part-time employees or have a

Paygrade of less than Grade 20 shall be one-half of regular dues. Any change in dues should be reviewed and recommended by the Finance Committee. Upon approval by a majority vote of the Board, notification of a proposal to increase or reduce dues based on a rate greater or lesser than Grade 20, Step 1, shall be posted for at least thirty (30) calendar days prior to a General Membership or Special Membership Meeting. Passage of the increase or reduction must be by a two-thirds (2/3) vote of the Members present at said Meeting. A Temporary Reduction/Forgiveness of dues may be granted for a period up to 1 month per calendar year upon the approval by a majority vote of the Board.

Section 2. Dues Deduction. LVCEA dues shall be payable bi-weekly through payroll deduction. A member's authorization for such deduction is irrevocable except (a) during the month of August when a member may authorize withdrawal from the LVCEA by giving written notice to the City's Payroll Division and the LVCEA; (b) upon termination of employment; or c) they are no longer in a LVCEA classified position.

Section 3. Use of Dues and Other Revenues. All dues and any other revenues collected or received shall be used solely for the general welfare and benefit of the LVCEA and its members.

Section 4. Political Action Committee Fund. Unless a member submits written disapproval, PAC dues will be deducted from each member's bi-weekly payroll dues deduction and will be transferred to the LVCEA PAC. (PAC Dues amount is currently \$0.75 per pay period plus any cost of living increase adjustments effective after December 9, 2015). PAC dues will be adjusted proportionally to the LVCEA dues as a result of any cost of living increase. Refer to the PAC Bylaws for details.

Section 5. Reimbursement for Legal Fees/Costs. The LVCEA will be reimbursed for any and all legal fees and/or legal costs expended on behalf of an employee or a group of employees in a grievance or other legal matter should such fees and/or legal costs be awarded to the prevailing employee or group of employees. Reimbursement will be due and payable to the LVCEA immediately upon receipt of such award by the employee or group of employees. Failure to promptly remit such legal fees and/or legal costs to the LVCEA may result in legal action taken against such employee or group of employees.

ARTICLE III: EXPENDITURES

Section 1. General Operating and Capital Expenditures. The expenditure of funds for general operating expenses and capital expenditures will be in accordance with the amounts budgeted in the Annual Operating Budget approved by a majority vote of the Board at a Board Meeting and subsequently by a majority vote of the Members in Good Standing at a General Membership or Special Membership Meeting. If a bona fide emergency situation requiring immediate attention arises that would incur either a non-budgeted expense or an expense in excess of that provided for, no prior authorization for the expenditure will be required unless proof exists to show that there was sufficient time to obtain prior approval from at least a majority of the Board.

Items not budgeted or previously approved by the membership exceeding \$3,000 (up to \$5,000 for emergency equipment replacement) must be approved by the membership at a General or Special Membership Meeting. This does not apply to the payments of

salaries, utilities and other fixed payments that are made on a regular basis or any items previously approved by the membership that exceed the \$3,000 spending cap.

Section 2. Signatures on Checks. All checks must bear the signatures of two Board Members who are authorized signers on the LVCEA accounts. .

Section 3. Corporate Insurance. All Members of the Board shall be insured for a minimum of \$10,000. The cost of the insurance shall be paid by the LVCEA.

ARTICLE IV: OFFICERS AND TRUSTEES OF THE LVCEA

Section 1. List of Officers. The Officers of the LVCEA (referred to herein collectively as “Officers” and individually as “Officer”) shall consist of the President, Vice President, Secretary and Treasurer.

Section 2. Duties and Responsibilities of the Officers and Trustees.

The President, Vice President, Secretary, Treasurer and Trustees are responsible to promote the general welfare of the LVCEA. As such they must attend all Board Meetings, General Membership Meetings, Special Membership Meetings and Contract Ratification Meetings to represent the Membership and to make informed decisions for the benefit and welfare of the membership. Four (4) unexcused absences from such meetings may be grounds for disciplinary actions under Article XXI. The duties and responsibilities of the Officers and Trustees of the LVCEA shall be as follows:

President: The President shall preside at all Board and Membership Meetings; shall provide leadership over the LVCEA; shall promote the welfare of all LVCEA members; shall be available to the membership; shall countersign all checks of the LVCEA as may be required in these Bylaws; shall sign official documents of the LVCEA; shall, with majority vote of the Board at a Board or other official LVCEA Meeting, appoint Committee Chairperson, except as otherwise provided for elsewhere in these Bylaws; shall be an ex-officio member of all LVCEA Committees except the Scholarship Committee; shall make periodic visits to outlying work areas; and shall fulfill such other duties and responsibilities as may be prescribed by these Bylaws.

Vice President: The Vice President shall function as the assistant to the President and in the President’s absence, shall act as President; shall be an ex-officio member of all LVCEA Committees, except the Scholarship Committee; shall act as liaison between the President and the Committees; may serve as Chairman of the Arbitration-Grievance Committee; shall perform such other duties as may be required by the Board; shall, in the event the office of President becomes vacant, become President; and shall, in the absence or unavailability of the President, countersign all checks of the LVCEA as may be required in these Bylaws.

Secretary: The Secretary shall keep a book of minutes of all Board Meetings and any other meetings of the LVCEA; shall provide a copy of the minutes at the next scheduled Board meeting; shall maintain all correspondence and records of the LVCEA, other than those of a financial nature; shall maintain all records of attendance at all General and Special Membership Meetings; shall assure that a copy of all minutes have been dated and signed by the Secretary after being duly approved and that copies of all records and

correspondence of any kind are kept in the LVCEA Office at all times; (shall ensure, as directed by the documents e.g., amendments to the Articles of Incorporation and the annual List of Officers, Directors and Agent of Nonprofit are timely and properly filed with the Secretary of the State of Nevada); shall serve as the Resident Agent of the LVCEA for service of process if the LVCEA's Attorney has not been duly designated as such; except as otherwise provided for elsewhere in these Bylaws; and shall, in the absence or unavailability of the Treasurer, countersign all checks of the LVCEA as may be required in these Bylaws.

At a minimum, the Minutes of all Official LVCEA meetings shall contain verbatim Motions and/or Amended Motions and shall indicate how each Board Member voted on each Motion and/or Amended Motion.

Treasurer: The Treasurer shall be responsible for all monies collected by the LVCEA and shall oversee the preparation of financial reports; including the annual Budget and shall insure that accurate records of all income and expenditures are maintained; shall, at a minimum, submit to the Board a monthly financial report; shall, after approval by the Board, when required by these Bylaws, or by the General Membership, issue and countersign all checks of the LVCEA and order the payment of money so approved; shall present a report at the General Membership Meeting reflecting the financial status of the LVCEA since the report given at the previous General Membership Meeting; and shall serve as Chairman of the Finance Committee.

Trustees: The Trustees shall first and foremost oversee the entire operations of the LVCEA including, but not limited to, giving advice, guidance and assistance to and working with, the Board to ensure that the Board, Office Staff and Independent Contractors comply with the Articles of Incorporation, these Bylaws, the policies & procedures and shall promote the general welfare of the LVCEA.

ARTICLE V: NOMINATIONS

Section 1. Nominations & Elections Liaison. The Nominations & Elections Liaison be appointed by the President, with approval by a majority vote of the Board, at the first Board Meeting in March of each year which should be held no later than March 15. Board Members and any candidate for office or any Member who is related by blood or marriage to, or in cohabitation with, any Board Member or candidate running for office, within the third degree of consanguinity, including "step" and "in-law" relationships, are prohibited from serving as the Nominations & Elections Liaison.

Section 2. Procedures. The Nominations & Elections Liaison shall present the nominated slate of Members to the membership for consideration at the April General Membership Meeting. In addition to the slate of candidates presented by the Nominations & Elections Liaison, further nominations may be made from the floor by voice and shall be accepted by the LVCEA.

A Member may be a candidate for only one position in any election but may be nominated for any or all positions open for nomination at the April General Membership Meeting. However, if nominated for more than one position, the nominee must declare to the Nominations & Elections Liaison or the LVCEA Office no later than 12:00 Noon on the Friday following the nominations, which nomination he/she intends to accept, if any.

If the nominee does not declare acceptance of one nomination by the designated time, that nominee's name will not appear on the ballot.

The Nominations & Elections Liaison shall check the appropriate Membership Lists that will reflect each nominee's eligibility for nomination and subsequent candidacy. The Nominations & Elections Liaison is charged with the responsibility of ensuring that each candidate has met all election requirements. The Nominations & Elections Liaison will verify the election requirement information with the non-running Trustee(s) prior to submitting a notarized statement to the Board attesting that the nominees are eligible to run for office. During the eligibility checking process, all Membership Lists will remain at the LVCEA Office.

ARTICLE VI: ELECTIONS

Section 1. Time of Annual Election. An annual election shall be held during either the month of May or June. At each annual election, only one (1) Trustee shall be elected, unless otherwise provided for in these Bylaws to fill a vacant Trustee position. The President and Secretary shall be elected in even numbered years, and the Vice President and Treasurer shall be elected in odd numbered years. The elected Officers and Trustee(s) shall assume their respective offices on July 1; however, any electee may take office sooner if the position is vacant or the incumbent chooses to vacate the office prior to July 1.

Section 2. Method of Election. Within sixty (60) calendar days after the April General Membership Meeting, the following must be accomplished to constitute a valid election:

- A. The Nominations & Elections Liaison shall designate location sites for voting purposes. Notice of the location sites and hours will be e-mailed to Members a minimum of fourteen (14) calendar days prior to the start of voting. A second notice will be e-mailed to Members not less than seven (7) calendar days prior to the start of voting.
- B. Upon presenting a photo Identification and signing the Membership Registry, a Member will receive a ballot for voting at a polling location site or, in the case of absentee voting, a Member will receive a ballot for voting at the LVCEA Office during the absentee voting period, which will be determined by the Nominations & Elections Liaison.
- C. A locked repository shall be provided for all completed ballots. The Nominations & Elections Liaison or their designee shall control the repository from the time voting starts until the unlocking for ballot counting.
- D. The Nominations & Elections Liaison shall set a time and place for the public counting and tallying of the ballots cast and shall be responsible for the tabulation of ballots received. After all non-absentee ballots have been counted, checked and verified, the absentee ballots will be counted and added to the tally. The candidate receiving the greatest number of votes cast for the office shall be declared the winner. In the case of a tie vote, a run-off election will be held and

completed within thirty (30) calendar days, as provided for in these Bylaws. The Nominations & Elections Liaison shall set the procedures for the run-off election. The incumbent shall have the option to remain in the position until the run-off process has been completed.

- E. Certification of the tabulation of ballots must be accomplished within twenty-four (24) hours after the opening of ballots. The Nominations & Elections Liaison, or their designee, must attest to the certification before a Notary Public who is not or has not been involved with the voting process as either a candidate or the Nominations & Elections Liaison.
- F. The Board may choose to utilize a third-party, online ballot service in lieu of conducting ballots by paper with a traveling ballot box. Should the Board choose to utilize such a ballot service, the membership will be given two (2) weeks advance notice of when the online balloting will be conducted. The online balloting will be open until all Members have voted or for the designated length of time per bylaws, whichever comes first.

Section 3. Recount of Election. Challenges for a recount of ballots must be filed by 5:00 p.m. with the LVCEA Office within four (4) calendar days after the ballots have been certified. No more than one (1) recount will be allowed. Results of the recount shall be final. If no challenge is received within four (4) calendar days for ballot certification, the result will be final unless challenged pursuant to the provisions of Article VI, section 5.

Section 4. Challenge of Election. A Member may challenge the outcome of an election if one or more of the following exists: 1) the name of a candidate duly qualified under these Bylaws to run for office was left off the ballot; 2) the ballots are inconsistent with each other; 3) one or more of the announced/posted polling places were missed or left vacant; 4) the security of the ballot box was compromised; 5) proof exists of ballot box stuffing; or 6) any part of the election process was compromised by the Nominations & Elections Liaison or any member thereof. A challenge of the election outcome must be filed in writing with the Board within seven (7) calendar days after the election process is completed. The Board will conduct a thorough investigation and take whatever action is deemed necessary to rectify the situation. The Board will respond in writing within seven (7) calendar days to the complainant. Additionally, the action taken will be entered into the official minutes of the Board Meeting.

ARTICLE VII: AUDIT AND REVIEW

Section 1. Audit and Review of Financial Records. The financial records of the LVCEA shall be audited every calendar year by a Certified Public Accountant (CPA), duly qualified and licensed to do business in the State of Nevada. The financial statements rendered by the CPA shall be presented at a General Membership or Special Membership Meeting. At all other times, these statements, as well as any and all other financial documents, will remain in the LVCEA Office. An additional exception shall be made when such documents must be provided to the CPA or some other accountant for purposes of preparing routine accounting services.

ARTICLE VIII: GENERAL MEMBERSHIP AND SPECIAL MEMBERSHIP MEETINGS

Section 1. General Membership and Special Membership Meetings. General Membership Meetings shall be held at least twice per calendar year at the time posted on the agenda. The President or designee shall have the power, when deemed necessary, to call Special Membership Meetings. Notices of General Membership and Special Membership Meetings shall be sent to all Department Informational / Site Representatives for posting on LVCEA bulletin boards at least fourteen (14) calendar days prior to any such Meeting. A completed agenda shall be e-mailed to all Members at least fourteen (14) calendar days prior to the Meeting.

Section 2. General Membership Meeting – Order of Business. The order of business shall be conducted in accordance with an agenda prepared by the President. Any Member wishing to include an item on the agenda shall submit it in writing to the Board at least twenty-one (21) calendar days prior to a General Membership Meeting. No voting action shall be taken on any new item introduced at the Meeting. The item may be discussed and, if deemed appropriate by a majority vote of the Members present, such item will be placed on the agenda for the next General Membership Meeting. However, if the Board determines that the importance or urgency of the item should not be unduly delayed, the item shall be set for a vote at a Special Membership Meeting to be timely scheduled and properly noticed as set forth in these Bylaws.

The order of business shall be conducted as follows:

- A. Call to Order
- B. Approval of Minutes of previous meeting(s)
- C. President's Report
- D. Treasurer's Report
- E. Other Officers' Reports
- F. Committee Reports
- G. Unfinished Business
- H. New Business
- I. Discussions and Announcements, confirm next meeting date, time and location
- J. Adjournment

Items not placed on the agenda by the above procedure may be discussed but not voted on.

Section 3. Quorum. The presence of four (4) Board Members plus twelve (12) Members shall constitute a quorum for the transaction of business at all General Membership and Special Membership Meetings. If a quorum is not obtained, the Board can conduct business, but no items will be voted upon.

ARTICLE IX: MEMORANDUM OF UNDERSTANDING

Section 1. Memorandum of Understanding: Every Memorandum of Understanding (MOU) regarding items pertaining to the entire membership shall first be submitted to the Board of Directors for action and written acknowledgement of all pages in the document

prior to presentation to the membership. The Board of Directors shall present the recommendations to the Members for their vote. Every Memorandum of Understanding shall be approved with a simple majority of the votes cast by the Members determining the results.

Memorandums of understanding that affect a specific work section or department shall be approved with a simple majority of the votes cast limited to Members specifically within the affected work section or department. Voting will be conducted in the same manner as is provided for elsewhere in these bylaws.

The approved Memorandum of Understanding shall be signed and dated by the Board of Directors and legal counsel on behalf of the LVCEA.

Section 2. Absentee Voting Procedures for Memorandum of Understanding. If electronic voting is not conducted, Absentee Voting, by secret ballot, shall be allowed at the LVCEA Office, and shall be available for not less than two (2) calendar days prior to the General Membership or Special Membership Meeting called for the approval of the MOU. Voting at the LVCEA Office shall be during normal business hours.

Absentee Voting shall cease at the LVCEA Office one (1) hour prior to the start of the General Membership or Special Membership Meeting called for the vote of the MOU.

Section 3. Electronic Voting. The Board may choose to utilize a third-party, online ballot service in lieu of conducting ballots by paper with a traveling ballot box. Should the Board choose to utilize such a ballot service, the membership will be given two (2) weeks advance notice of when the online balloting will be conducted. The online balloting will be open until all Members have voted or for the designated length of time per bylaws, whichever comes first.

ARTICLE X: AFFILIATION

Section 1. Affiliation. A vote for affiliation must be approved by a two-thirds (2/3) vote of the Certified Membership List of the entire Membership in Good Standing.

ARTICLE XI: NON-MEMBER REPRESENTATION

Section 1. Non-Member Representation. Any person who is a part of the LVCEA represented collective bargaining units who is a non-member or is not a Member may seek representation by the LVCEA but will be required to pay for same. The fee that will be charged for representation by a LVCEA representative is \$100/hour whereas the fee that will be charged for representation by LVCEA's legal counsel is \$250/hour. Member The non-member shall also be responsible for any and all costs associated with their matter including, but not limited to, arbitrator's fees, court reporter fees, copying expenses, expert witness fees, filing fees, etc. Additionally, the Board, in its discretion, may require a non-member seeking representation to pay a retainer in advance of representation. However, at the Board's sole discretion, the Board may elect by a majority vote to pursue the case without cost to the non-member.

ARTICLE XII: EXECUTIVE BOARD

Section 1. List of Executive Board Members. Members of the Executive Board (referred to herein collectively as the “Board” or “Board Members” and individually as a “Board Member”) shall consist of a President, a Vice President, a Secretary, a Treasurer and three (3) Trustees, all elected by the eligible voting membership. All Board Members shall have equal voting power. The Board’s function shall be to manage the affairs of the LVCEA, as set forth in the Articles of Incorporation and in these Bylaws.

Section 2. Qualifications. Only a Member who has met twenty-six (26) current and consecutive pay periods as of April 1 is eligible for nomination, election or appointment to the Board. A candidate for nomination, election or appointment must not be related by marriage or blood to, or in cohabitation with, any other candidate running for office, any Board Member or any member of the LVCEA Office Staff.

In order to be eligible to run for, or be appointed, to the position of President, Vice-President or any other Full Time Board position on paid administrative leave (as granted by the City of Las Vegas) a Member must have served a minimum of two years on the LVCEA Board and be in compliance with all other Bylaw provisions related to running for, or holding, a Board position.

In the event there are no eligible candidates that meet the above criteria, nominations will be opened and accepted for the position(s). Nominations will be limited to Members who have served on the LVCEA Board less than two years, or who have served the LVCEA for a minimum of one year in the capacity as a Committee Member or as a Representative. These candidates must be in compliance with all other Bylaw provisions related to running for, or holding, a Board position.

Section 3. Terms. The terms of the positions of President, Vice President, Secretary and Treasurer shall be two (2) years. The terms of the three (3) Trustee positions shall be for three (3) years.

Section 4. Accountability. The Board as a whole and individual Officers and Trustees shall be accountable to the membership for the performance of their respective duties and responsibilities, as well as the general conduct of LVCEA business.

Section 5. Board Meetings. A Board Meeting shall be held at the discretion of the Board but typically at least once a month.

Section 6. Quorum. The presence of four (4) Board Members shall constitute a quorum for the transaction of business at all Board Meetings.

Section 7. Order of Business. The order of business shall be conducted in accordance with a prepared agenda. Any Member wishing to submit an item for the agenda shall submit it in writing, accompanied with sufficient backup documentation, to the Secretary or the Office Staff at least fourteen (14) calendar days prior to the Board Meeting. A Board Member may submit an agenda item at any time prior to the e-mailing, mailing or faxing of the completed agenda. The completed agenda shall be e-mailed, mailed or faxed at least three (3) calendar days prior to the Board Meeting to the

Board, all Representatives at Large and all Department Representatives. The usual order of business shall be conducted as follows:

- A. Call to Order
- B. Approval of Minutes of previous meeting(s)
- C. Treasurer's Report
- D. President's Report
- E. Other Officers' Report
- F. Committee Reports
- G. Unfinished Business
- H. New Business
- I. Discussions and Announcements, confirm next meeting date, time and location
- J. Adjournment

Items not placed on the agenda by the above procedure may be discussed but not voted on.

Section 8. Duties and Responsibilities of the Board. The Board shall:

- A. Hold Board Meetings.
- B. Advise, guide and promote the general welfare of the LVCEA and shall determine policy regarding all business affairs of the LVCEA. In the case of any conflict between a policy and any provision of these Bylaws, these Bylaws shall take precedence.
- C. Be empowered to solicit proposals for professional labor consulting, legal, financial, security, computer services, and other services.
- D. Act as custodian of all property of the LVCEA, except as otherwise provided for in these Bylaws.
- E. Cause the financial records of the LVCEA to be audited or reviewed by an outside accounting firm at least once a year or as set forth in these Bylaws.
- F. Have all other powers, duties and responsibilities as stated in the Articles of Incorporation and/or these Bylaws.

Section 9. Vacancies. An office on the Board will be declared vacant as a result of a Board Member's termination from City employment, resignation, promotion or transfer to a position outside of the LVCEA bargaining units, recall or removal from the Board, or due to that Board Member's absence from four (4) consecutive meetings without reasonable cause, or their absence from more than four (4) unexcused absences at scheduled Board Meetings, General Membership Meetings, Special Membership Meetings and Contract Ratification Meetings to represent the Membership.

If the office of President becomes vacant, the Vice President will become President. Should the President and Vice President positions simultaneously become vacant, the

Secretary will assume the role of President in an “acting” status. An election will be held as soon as possible to fill the vacancies.

Excepting the position of President, should a vacancy occur in any Board position within thirty (30) calendar days of the time nominations are being accepted pursuant to the provisions of these Bylaws, the vacant position will be placed on the ballot, and the vacancy will be filled by a vote of the eligible voting membership. In the case when an additional Trustee position appears on the ballot as a result of a vacancy, the person receiving the most votes for the position duly scheduled for election will fill the full term of that position, and the person receiving the second highest number of votes will fill the vacant position for the remainder of that position’s term (normally one year).

Excepting the position of President, should a vacancy occur, the vacancy would be filled by an election. Every effort will be made to fill the vacancy within thirty (30) days from the date that the vacancy occurs. The candidate receiving the greatest number of votes cast for the office shall be declared the winner.

Section 10. Recall from the Board. If a group of Members deem it necessary to request a recall of a Board Member, said request must be made in writing and submitted to the Board for action. The request must state the reason(s) for the recall petition and must have some basis in fact for the recall petition to have sufficient merit. The recall petition must be signed and dated by at least 100 Members at the time of submission. If, after careful consideration and investigation, the Board believes the complaint or request for recall to have sufficient merit, the same shall be brought before the Members at a General Membership or Special Membership Meeting for a vote. A two-thirds (2/3) vote of the Members present shall be required to effect the recall of a Board Member. Should the Board find insufficient merit and deny the written request for recall as submitted by a group of Members, said Members may introduce the same as new business at a General Membership or Special Membership Meeting of the LVCEA. However, no voting action will be taken on the new item at said Meeting. The new item will be placed on the agenda for vote at the next General Membership or Special Membership Meeting. Such recall of a Board Member shall be effected by a two-thirds (2/3) vote of the Members present.

ARTICLE XIII: POLICIES AND PROCEDURES

Section 1. Policies and Procedures. The Board may, from time to time, adopt policies and procedures at a Board Meeting by majority vote. All policies and procedures shall be signed by the President and the Secretary and shall be kept on record in the LVCEA office. If at any time there is a conflict or inconsistency with any policy or procedure and these Bylaws, these Bylaws shall take precedence.

ARTICLE XIV: EMPLOYEES OF THE LVCEA

Section 1. Office Staff. The Board is empowered to employ an office staff (“Office Staff”), consisting of not more than two (2) full-time employees to perform the day-to-day clerical functions of the LVCEA. However, the Board may hire any number of part-time or temporary employees to fill the positions, at a combined salary not to exceed that of two (2) full-time employees. The Membership in Good Standing at a General

Membership Meeting or Special Membership Meeting must approve any increase in the number of full-time employees prior to any increase or change becoming effective.

Section 2. Salary and Promotions. The LVCEA Board will use the clerical classification series contained in the Collective Bargaining Agreement as a guideline when hiring Office Staff. Salary structures will also be consistent with the Collective Bargaining Agreement.

Hiring: The initial hiring salary of Office Staff will be based upon that of the Labor Market for the needed position, the needs of the LVCEA, and the skill level possessed by the prospective employee.

Increases: Increases will be given on the anniversary date of the Office Staff member and will be consistent with that of step increases contained within the LVCEA Collective Bargaining Agreement and will not exceed five (5%) percent per year. However, increases will not be automatic. They will be based upon the performance of the staff member.

Cost of Living Increases: Office Staff will be provided with a Cost of Living increase equal to that provided to the classified employees and at the same time the classified employees receive such increase.

Promotions: Promotions of Office Staff will be based upon the needs of the LVCEA. No Office Staff Member may be promoted to a position or salary range that would exceed that of the Clerical Classification Series contained in the Collective Bargaining Agreement without prior approval of the Membership.

Section 3. Eligibility for Employment with the LVCEA. Any applicant for full-time employment with, or current employee of, the LVCEA must:

- A. Not be related by blood or marriage to, or in cohabitation with, any current Board Member or any member of the LVCEA Office Staff within the third degree of consanguinity, including "step" and "in-law" relationships.
- B. Not have been convicted of a felony.
- C. Not have been convicted of a gross misdemeanor or misdemeanor relating to: the use or sale of a controlled substance, assault or any other form of physical violence, the use of a firearm when there is threat to life or property, petit larceny, theft, embezzlement, possession of stolen property, or obtaining money under false pretenses.

Exception – Temporary staff hired for special projects lasting less than two (2) weeks would be exempt from the provisions of this section.

ARTICLE XV: INDEPENDENT CONTRACTORS

Section 1. Labor Consultant. The Board may hire a Labor Consultant from a list of the best qualified applicants, at a salary approved by a majority vote of the Board at a Board Meeting and subsequently approved by a majority vote of the Members present at a General Membership or Special Membership Meeting. The Labor Consultant will enter into a contract with the LVCEA for such services. Said contract will include policy

guidelines describing the functions and services to be provided by the Labor Consultant. The Labor Consultant and any other person employed by such Labor Consultant shall be deemed to be an independent contractor and not an agent or employee of the LVCEA.

Section 2. Attorney. The Board may hire an Attorney on an as-needed basis on retainer as approved by a majority vote of the Board at a Board Meeting and subsequently approved by a majority vote of the Members present at a General Membership or Special Membership Meeting. The Attorney and any other person employed by such Attorney shall be deemed to be an independent contractor and not an employee of the LVCEA. The Attorney will serve as the LVCEA's Resident Agent for service of process. Part time staff may be hired to support general counsel functions performed in-house.

Section 3. Certified Public Accountant. The Board will hire a Certified Public Accountant (CPA), duly qualified and licensed to do business in the State of Nevada, to perform required financial-related functions for the LVCEA. Approval to hire a CPA will be by majority vote of the Board at a Board Meeting and by subsequent vote of the Members present at a General Membership or Special Membership Meeting. The CPA and any other person employed by such CPA shall be deemed to be an independent contractor and not an agent or employee of the LVCEA.

Section 4. Parliamentarian(s). The Board may hire a Parliamentarian from the National Association of Parliamentarians, or from any recognized agency providing parliamentarian services, to attend General Membership and Special Membership Meetings.

ARTICLE XVI: COMMITTEES

Section 1. Standing Committees. The following is a list of LVCEA Standing Committees, including a brief description of the responsibilities or requirements that serve as a guide or outline under these Bylaws. The Board is not precluded from adding or changing responsibilities or requirements or from asking for special studies, etc., unless specifically prohibited by these Bylaws. The President shall recommend the Committee Chair for Board approval. The Committee Chair shall recruit and select the members of the committee. All Standing Committees may consist of a minimum of three (3) members unless specified otherwise in the current CBA. All standing committees shall have a Board member on them except for the Scholarship Committee and the Elections Committee.

- A. The **Bylaws Committee** is responsible for updating and recommending changes to these Bylaws.
- B. The **Catastrophic Leave Committee** reviews and makes decisions regarding the eligibility of all City employees to apply for and receive Catastrophic Leave, as well as ensuring that the Catastrophic Leave policies are adhered to.
- C. The **Deferred Compensation Committee** consists of LVCEA Members who reviews and makes recommendations concerning deferred compensation issues that are brought before the joint committee with the City. At a minimum, the

committee meets annually to review the Plan and the status of it. The committee also reviews all requests for withdrawals, which must meet the Federal guidelines for 457j Plans.

- D. The **Finance Committee** is responsible for ensuring that an annual Budget is prepared and submitted to the Board for approval at least 30 days prior to being considered as an agenda item for the Fall General Membership or Special Membership Meeting, and for making recommendations regarding the LVCEA's financial matters.
- E. The **Health and Safety Committee** consists of six (6) LVCEA Members. The Health and Safety Committee has two (2) subcommittees, the Driver Safety Subcommittee and the Employee Accident/Injury Subcommittee, that review the safety issues involved in their respective areas. The Health and Safety Committee as a whole meets to review the actions and recommendations of the subcommittees.
- F. The **Events/Special Projects Committee** serves to encourage membership participation of current members and plans and coordinates special events and projects.
- G. The **Recruitment & Retention Committee** serves to actively recruit and retain members through membership drives and outreach programs.
- H. The **Scholarship Committee** is responsible for notifying the membership of their opportunity to apply, on behalf of their children, for LVCEA scholarships for higher education. The Scholarship Committee shall also review applications for LVCEA scholarships and select the applicants who will receive the scholarship.
- I. The **PAC Committee** is responsible for meeting with candidates for political office and assessing whether the LVCEA ought to endorse their candidacy and make a political contribution to their campaigns. The PAC Committee shall be responsible for advising the membership of which candidates for office the LVCEA has endorsed.

ARTICLE XVII: NEGOTIATIONS AND CONTRACT RATIFICATION

Section 1. Negotiations Committee. The Negotiations Committee shall consist of Members who, in the Board's opinion, possess the best qualifications to serve in the best interest of the membership. This committee shall serve as the support group of the Negotiations Team. These members shall not be at the table with the Negotiations Team unless the Board selects them to serve in that capacity. These members shall be required to sign a confidentiality agreement. The Chairman of Negotiations Committee shall be appointed by a majority vote of the Board at a Board Meeting.

The Negotiations Team shall consist of a minimum of seven (7) Members per the CBA. The Negotiations Team shall represent the LVCEA before the City Manager and/or his/her designees in any negotiations. The Negotiations Team shall be appointed by a

majority vote of the Board at a Board Meeting. These members shall be required to sign a confidentiality agreement.

Section 2. Progress Reports. The Negotiations Team Chairman, or designee, shall submit regular Progress Reports to the Board. The Board may review all proposals and provide assistance and counsel to the Negotiations Team at a confidential, closed session consisting of the Board Members and the Negotiations Team Members only. Progress reports shall be provided to the membership as allowed by the negotiating ground rules agreed to by the City and LVCEA.

Section 3. Negotiations Team Assistance. If deemed necessary for the furtherance of negotiations, the Negotiations Team may hire or obtain outside assistance with majority consent of the Board.

Section 4. Proposed Labor Contract. The Negotiations Team shall submit the Proposed Labor Contract to the Board at a confidential, closed meeting. With the consensus of the Board and the Negotiations Team, the Board shall schedule Question and Answer Meetings to discuss the proposed Contract with the Membership. Copies of the Proposed Labor Contract shall be made available to the membership at these Question and Answer Meetings and shall also be posted in the private (Members Only) section of the LVCEA website.

Section 5. Labor Contract Ratification Meeting. The President shall call a Labor Contract Ratification Meeting for the purpose of ratifying the Proposed Labor Contract. At least fourteen (14) calendar days prior to the date of said Labor Contract Ratification Meeting, a notice shall be e-mailed to the Membership and a notice shall be provided for posting on LVCEA bulletin boards.

Section 6. Voting Procedures for Ratification of the Labor Contract. The voting shall be by secret ballot, and a simple majority of the votes cast by the Members shall determine the results. The ballots including any Absentee Voting shall be counted at said Labor Contract Ratification Meeting. If the Proposed Labor Contract is ratified, the entire Board shall sign the formal Labor Contract with the City on behalf of the LVCEA and the employees covered under said Labor Contract.

Section 7. Absentee Voting Procedures for Ratification of the Labor Contract. Absentee voting shall be conducted either by mail or at the LVCEA Office. Mailed Absentee ballots must be received in the LVCEA office no later than the day of the Ratification Meeting. Absentee ballots may be delivered to the LVCEA office or submitted at the Ratification Meeting. Voting at the LVCEA Office shall begin at the start of normal business hours. Absentee Voting shall cease at the LVCEA Office at either the close of the normal business day or one (1) hour prior to the start of the Labor Contract Ratification Meeting. The voting shall be by secret ballot, and said secured ballots shall be counted at said Labor Contract Ratification Meeting.

Section 8. Online Voting. The Board may choose to utilize a third-party, online ballot service in lieu of conducting ballots by paper with in connection with a Labor Contract Ratification Meeting. Should the Board choose to utilize such a ballot service, the membership will be given two (2) weeks advance notice of when the online balloting will be conducted. The online

balloting will be open until all Members have voted or for the designated length of time per bylaws, whichever comes first.

ARTICLE XVIII: INDEMNIFICATION

Section 1. Indemnification. Each Board Member and Office Staff Member is indemnified and held harmless against any and all manner of suits, claims, liabilities, lawsuits of any nature whatsoever based in court on contract, fraud, ultra vires or otherwise so long as the Board and/or Office Staff Members acted in good faith.

ARTICLE XIX: LVCEA ASSETS/PROPERTY

Section 1. Disbursement. In the event of the dissolution of the LVCEA, any and all LVCEA assets, including real property shall be sold and checking and/or savings accounts shall be closed and shall be disbursed among the Members prorated based upon their years of membership, but only after all liabilities, as well as any costs and expenses incurred as a result of the dissolution, have been satisfied.

The sale of all real property and personal property of the LVCEA shall require the approval of at least five (5) Board Members.

ARTICLE XX: DISCIPLINE

Section 1. Misconduct. If any Member has reason to believe and can prove that any Board Member is guilty of committing misconduct, they can request that the Board initiate disciplinary proceedings against a Board Member. The request for initiation of disciplinary proceedings must be in writing, must specify the charges against the Board Member and must contain a detailed explanation for the basis of such charges.

Within seven (7) calendar days of written notification of the alleged infraction, the Board can decide to initiate an investigation to determine appropriate action against such Board Member. If the Board decides to proceed with an investigation, the Board will provide the subject Board Member with a copy of the charging documentation. After the investigation is complete, the Board will call a Special Closed Board meeting to determine what if any action will be taken based upon the evidence collected and presented. At the beginning of the Special Closed Board meeting, the investigator will brief the Board Members- except for the accused Board Member-as to his/her findings. The accused Board Member will then be given the opportunity to speak on their behalf and to present any exculpatory/mitigating evidence. The other Board Members will then be given the opportunity to ask the accused Board Members any questions regarding the matter. The accused Board Member will then be excused and the remainder of the Board will decide whether the charges against the accused member have been proven and what, if any, discipline to impose on the accused Board Member. The Board's decision on this matter will be based on a majority vote with a tie meaning that no action is taken. The subject Board Member will not be eligible to vote on the matter. The Board will also decide whether the charges and discipline imposed shall be communicated to the Membership.

Some examples that would be considered as acts of misconduct include, but are not limited to, the following:

- A. Violating the LVCEA Bylaws.
- B. Violating the LVCEA's Policies and Procedures.
- C. Violating Board and/or Member decisions made at any official LVCEA Meeting.
- D. Financial malpractice.
- E. Causing any detrimental and/or irreparable harm or damage to the LVCEA.
- F. Utilizing the LVCEA's name, money and/or reputation for personal gain (i.e., holding fund raisers for friends, purposely sabotaging ideas contrary to personal opinion, etc.)
- G. Manipulating meetings, agendas and/or newsletters to promote one's personal agenda or to inhibit others' opinions regarding LVCEA-related matters.
- H. Poor attendance, more than four (4) unexcused absences, at scheduled Board Meetings, General Membership Meetings, Special Membership Meetings and Contract Ratification Meetings to represent the Membership.

ARTICLE XXI: PARLIAMENTARY AUTHORITY

Section 1. Rules of Order. All meetings of the LVCEA shall be conducted according to the most current edition of "*Robert's Rules of Order Newly Revised*," or as otherwise specified in these Bylaws.

ARTICLE XXII: AMENDMENTS

Section 1. Proposed Amendments. All amendments ultimately approved by a two-thirds (2/3) vote of the Members at a General Membership or Special Membership Meeting shall become effective immediately and shall become a part of the Bylaws. A reprint of the Bylaws incorporating all pages affected by the approved amendment shall be posted on the LVCEA website within thirty (30) calendar days of adoption and the membership shall be notified. Members may request a hard copy of the Bylaws by requesting the same from the LVCEA Office.

Amendments shall occur in either of the two following ways:

- A. A proposed amendment to the Bylaws shall be prepared in writing by the Bylaws Committee. The Bylaws Committee shall furnish a copy of said proposed amendment to the LVCEA Secretary at least fourteen (14) calendar days before it is to be considered at a Board Meeting. The Board and the Attorney shall review the proposed By-Laws. After legal approval, the proposed amendment shall be e-mailed to the Membership at least thirty (30) calendar days prior to a vote by the Members at either a General Membership or Special Membership Meeting.
- B. A proposed amendment to the Bylaws shall also be voted on by the Members at a General Membership or Special Membership Meeting if the following criteria are met:

1. A petition signed by at least 100 Members is submitted to the Board at a Board Meeting. This petition shall have the proposed amendment stated on the first page, with any subsequent pages listing the following statement at the top:

 "I have read the proposed Bylaws amendment and understand that by signing this petition I am requesting this amendment to the Bylaws be submitted to the Members for their vote at a General Membership or Special Membership Meeting.
2. The date signed, printed name, and signature of each Member requesting the amendment shall appear on the petition. The LVCEA Secretary shall verify the petition signatures against the most current list of Member application signatures within seven (7) calendar days of petition submittal. If there are any disqualified signatures, the Secretary shall give the person who submitted the petition a list of names with a reason for each disqualification within seven (7) calendar days of petition submittal. The persons who have been disqualified shall then have seven (7) calendar days to challenge the disqualification by having their signature notarized and re-submitted to the LVCEA Office or the Secretary. The notarized signatures shall then be included in the petition total.
3. If criteria B-1 and B-2 are met, within fourteen (14) calendar days of petition submittal, the LVCEA Attorney shall review it for legalities. Any changes made shall be for legal purposes only and shall be given to the Members who submitted the petition at the Board Meeting along with an explanation, in writing, within fourteen (14) calendar days of the date of petition submittal. After legal approval, the proposed amendment, along with the current Article, Section, and/or paragraph that is affected, shall be e-mailed to the Membership at least thirty (30) calendar days prior to a vote by the Members present at either a General Membership or Special Membership Meeting. Within sixty (60) calendar days the Board shall place this amendment on a General Membership or Special Membership Meeting agenda.

Section 2. Conflicts/Inconsistencies with other Governing Documents and/or Authorities. If any provision(s) of these Bylaws is in conflict or inconsistent with any provision of the LVCEA's Articles of Incorporation and/or any federal, state, county or municipal law, code, ordinance or rule, said Articles of Incorporation and/or law, code, ordinance or rule shall take precedence.

CERTIFICATION

THIS IS A CERTIFICATION THAT THESE BYLAWS ARE REVISED AS OF THE **5th DAY OF November 2020**

CERTIFIED BY: _____