



*Las Vegas Peace Officers'  
Association  
Bylaws*

PROPOSED CHANGES 2017

Draft

LVPOA

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Las Vegas, NV 89104

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WHEREAS: The Las Vegas Peace Officers' Association Inc. is a non-profit Association consisting exclusively of commissioned peace officers employed by the City of Las Vegas.

WHEREAS: These Bylaws are consistent with the NRS statute (Chapter 82) adapted to facilitate and guide the LVPOA in the conduct of its business and affairs.

### **PREAMBLE**

We the members of the Las Vegas Peace Officers' Association Inc. here after referred to as the LVPOA, in order to provide adequate representation, negotiate a fair work agreement and to diligently protect from unfair labor practices all members of the LVPOA in good standing, do ordain and establish these Bylaws for the Las Vegas Peace Officers' Association Inc.

## **DEFINITIONS**

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

**“Association”**, means the Las Vegas Peace Officers Association, referred to as “LVPOA” 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 LVPOA to serve as the LVPOA’s legal counsel and to provide legal services on an as-needed basis.

**“Board”**, means the LVPOA Executive Board and each of the Representatives

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

**“Board Meeting”**, means a meeting held at least once bi-monthly at which only Board members may vote on items appearing on the agenda for said meeting.

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

**“Chairman”** means the presiding leader of a LVPOA Committee.

**“Committee”** means a group of Members in Good Standing formed to consider, investigate, take action on or report on some matter or matters of the LVPOA.

**“Eligible Voting Membership”** mean all members in Good Standing.

**“Executive Board”** mean the Officers of the LVPOA, President, Vice-President, Secretary and Treasurer

**“General Membership Meeting”** means a meeting held at least once each calendar quarter at which the Membership may attend and participate; however, only members in Good Standing are eligible to vote on the items appearing on the agenda for said Meeting.

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

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

**“LVPOA”** means the Las Vegas Peace Officers’ Association

**“Member in Good Standing”** means a commissioned officer who, after meeting the criteria for 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 List”** means a document containing the names and addresses of the LVPOA’s Membership.

**“Membership Registry”** means a document that must be signed by a member in Good Standing prior to receiving a ballot or an absentee ballot used for any LVPOA voting.

**“Memorandum of Understanding (MOU)”** means a written document containing directive, advisory or informative matter, which supplements the LVPOA Labor contract during the term of said contract that must be voted on by the Members in Good Standing.

**“Non-Executive Board”** this shall consist of three (3) Association representatives.

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

**“President”** means the chief executive and presiding Officer of the LVPOA

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

**“Steward”** Appointed by the LVPOA Board, and will assist representatives in research, representation of members and handling of grievance. Stewards do not have board member voting privileges.

**“Special Membership Meeting”** means a meeting of the Membership called by the President of the LVPOA regarding an issue or matter that cannot wait to be heard and voted on by the Members in Good Standing at the next General membership Meeting.

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

**“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.

**“Working Day”** means any day Monday through Friday, but excluding legal holidays.

# LAS VEGAS PEACE OFFICERS' BYLAWS

## ARTICLE 1: ENFORCEMENT

**Section 1.**     **Enforcement.** These Bylaws shall be construed, interpreted and enforced in conjunction with, but at all times subordinate to the LVPOA Articles of Incorporations and the laws of the state of Nevada and the United States of America.

Except as otherwise provided in the Articles of Incorporation and the Bylaws, the Executive Board (President, Vice President, Administrative Secretary, and Treasurer) may from time to time make regulations for the LVPOA, as such regulations are deemed necessary for the continuance of business and the affairs of the LVPOA.

**Section 2.**     **Purpose.** The objects and purposes of the LVPOA include but are not limited to:

- To represent the LVPOA's membership before Civil Service Boards and similar bodies as authorized by these Bylaws for matters relating to employment and conditions of employment.
- To promote the general welfare of its membership by working in concert with other local law enforcement Associations for improved and safer working conditions and standards for peace officers.
- To educate the community concerning law enforcement labor issues and concerns.
- To receive and hold all properties, real or personal that is contributed to the LVPOA
- To receive contributions and/or donations.
- To represent its members in employment relations with the City of Las Vegas
- To strive for the establishment and maintenance of equitable wages, hours, retirement and working conditions for the mutual welfare, protection and advancement of its members.
- To sell, lease or otherwise dispose of such real or personal property as may be acquired, received or held by the LVPOA
- To perform every act consistent with the Constitution of the United States and the laws of Nevada which may be necessary or appropriate to promote the objectives and purposes of the LVPOA.

## **ARTICLE 2: MEMBERSHIP**

**Section 1. Membership.** Membership in the LVPOA shall be limited to commissioned peace officers of the City of Las Vegas; any such person so classified may apply for membership. Requests for membership in the LVPOA shall be obtained through the Secretary. No qualified person may be a member of the LVPOA except upon approval given by a majority vote of the Executive Board. Members, who believe the LVPOA is not meeting their needs, can withdraw during the months of ~~April~~ and October.

Membership in the Las Vegas Peace Officers Association shall cease upon resignation or separation from service with the City of Las Vegas. However, any member who has contested his separation pursuant to the appropriate legal channels shall retain his membership until he has exhausted all available channels of appeals.

Employees wishing reinstatement in the LVPOA may be reinstated with a majority vote of the Executive Board and a \$250 reinstatement fee. The member **employee** requesting to reinstate, cannot have been served a Notice of Investigation within the past 45 days. **(also refer to Article XIX—retirement bonus)**

**Section 2. Members in Good Standing.** A commissioned officer who has been assessed and has paid all current Association dues.

**Section 3. Voting Rights.** All voting rights in the LVPOA shall be limited to Members in Good Standing.

**Section 4. Membership Entitlements.** The LVPOA will not provide representation in grievances or arbitrations to any member who has not passed the City's initial probation period and/or who does not qualify as a Member in Good Standing. Immediately upon joining, all Members of the LVPOA are entitled to any of the social, educational or other benefits not excluded or limited elsewhere.

**Section 5. Rights of Membership.** Members in Good Standing 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 Members in Good Standing has the right to address the membership at a General Membership Meeting or through the LVPOA Newsletter. 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 LVPOA and/or any provision of these Bylaws. Denials will not be based on personal or subjective viewpoints or opinions.

**Section 6. Retaining a Member in Good Standing.** The LVPOA will retain as a Member in Good Standing any employee who has been terminated and has subsequently filed a grievance, this person will be retained as a Member in Good Standing 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 in Good Standing 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 LVPOA dues are resumed.

**Section 7. Membership Lists.** To protect the privacy of its members, the LVPOA 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 (NRS).

### **ARTICLE 3: REVENUES**

**Section 1. Dues.** Except as otherwise provided in these bylaws, members of the LVPOA shall pay all dues, assessments, levies and fines as may be determined by the LVPOA. All persons that become members shall participate in the bi-weekly payroll deduction plan. The amount per pay period will be ~~\$27.69.~~ **\$35.00 or \$45.00.**

Any individual who refuses membership shall not be responsible for bi-weekly dues. Non-members or any individual who is not a Member in Good Standing will be billed for any services that the LVPOA agrees to provide at the individual's request. Such services may include, but are not limited to, assistance with a grievance, representation during an administrative or disciplinary interview or hearing, or representation through arbitration.

The Board may propose an increase or reduction in membership dues so long as a majority of the Board votes for same. If the Board votes to propose an increase or reduction in membership dues, notification of such proposal 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 a ~~two-thirds (2/3) vote~~ **majority vote of the members in Good Standing who voted.**

**Section 2. Dues Deduction.** LVPOA dues shall be payable bi-weekly through payroll deduction. A member's authorization for such deduction is irrevocable except (A) during the months of April and October when a member may withdraw from the LVPOA by giving written notice to the City's Payroll Division and the LVPOA or (B) upon termination of employment.

**Section 3. Initiation Fee.** ~~An initiation fee of one hundred dollars (\$100.00) will be required for all new members who join the LVPOA. The above fee can be waived by a majority vote of the Executive Board on a show of good cause. This fee is non-refundable.~~ **Proposed delete**

**Section 4. Use of Dues and Other Revenues.** All dues and any other revenues that may be collected or received shall be used solely for the general welfare and benefit of the LVPOA and its members.

**Section 5. Reimbursement of Unpaid Dues & Legal Costs.** If any member is terminated and the Association is successful in the member's employment being reinstated with back pay for the period of time terminated, the member shall be required to repay all back dues from the time of termination. The LVPOA will also be reimbursed for any and all legal fees and/or costs expended on behalf of an employee or a group of employees in a grievance or other legal matter should such fees and/or costs be awarded to the prevailing employee or group of employees. Reimbursement will be due and payable to the LVPOA within (30) days from when their back pay is received. Failure to promptly remit such unpaid dues, legal fees and/or costs to the LVPOA may result in legal action being taken against such employee or group of employees.

#### **ARTICLE 4: EXPENDITURES**

Two (2) bank debit cards linked to a LVPOA bank account will be issued for union expenses. One (1) issued to the President and Treasurer,

**Section 1.** The President and Treasurer have the authority to spend the maximum of \$1,000 to conduct association business without board approval.

**Section 2.** Signatures on Checks. All checks over \$1000 must bear the signatures of the Treasurer and the President, except, that in the absence of the President, a check may be countersigned by the Vice President and, in the absence of the Treasurer; the Secretary may countersign the check. Checks will not be countersigned by the President and the Vice President, or by the Treasurer and the Secretary, except in the event of an immediate bona fide emergency.

## **ARTICLE 5: OFFICERS AND REPRESENTATIVES OF THE LVPOA**

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

The Board shall consist of the President, Vice President, Secretary, Treasurer and the **three (3)** Representatives, all elected by the eligible voting membership. All Board Members shall have equal voting power, excepting any Officer acting as Presiding Officer who may vote only to break a tie. The Board’s function shall be to manage the affairs of the LVPOA, as set forth in the Articles in these Bylaws.

**Section 2. Qualifications.** Only a Member in Good Standing 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, except in the case of a newly accepted classification.

In the case of a newly accepted classification, immediate appointment for a representative is acceptable. In the event there are no eligible candidates that meet criteria set forth, nominations will be opened and accepted for the positions(s).

**Section 3. Compensation.** Both the Executive and Non-Executive board members will receive compensation in the form of Stipends. The Stipends will follow the schedule below, and be considered for review each time the Bylaws are reviewed:

President \$500; Vice-President \$400; Secretary \$300; Treasurer \$300; Representatives \$150.

**Section 4. Terms.** The terms of the positions of President, Vice President, Secretary, Treasurer and Representatives shall be ~~(2) years.~~ **(3) years.** **(correction from last vote—will not be on ballot) see article 7 sec 1**

**Section 5. Accountability.** The Board as a whole, individual Officers and Representatives shall be accountable to the membership for the performance of their respective duties and responsibilities, as well as the general conduct of LVPOA business.

All Board members are expected to attend regularly scheduled Board & General Membership meetings.

The Executive board is expected to attend all Quarterly City Manager Labor/Management meetings.

Department Labor/Management meetings are only mandatory for the President and/or the Vice President. If the President or Vice-President is not available for attendance, then the meeting shall be rescheduled.

**Section 5. Board Meetings.** A Board Meeting shall be held bi-monthly. Special Meetings of the board may be called by the President or upon the request of a majority of the board.

**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 in Good Standing wishing to submit an item for the agenda shall submit it in writing, accompanied with sufficient backup documentation, to the Secretary at least ten (10) working days prior to posting of the completed agenda. The completed agenda shall be posted at least three (3) days prior to the Board Meeting. 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 Announcement, 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 Officers and Representatives.** The duties and responsibilities of the Officers and Representatives of the LVPOA shall be as follows:

- A. Hold a Board Meeting at least bi-monthly.
- B. Advise, guide and promote the general welfare of the LVPOA and shall determine policy regarding all business affairs of the LVPOA. 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 a custodian of all property of the LVPOA to be audited or reviewed by an outside accounting firm at least once every two years or as set forth in these Bylaws.
- E. Cause the financial records of the LVPOA to be audited or reviewed by an outside accounting firm at least once every two years or as set forth in these Bylaws.
- F. Have all other powers, duties and responsibilities as stated in the Articles of these Bylaws.

**President:** The President shall preside at all Board and Membership Meetings and discharge all duties as these bylaws provide or as the membership shall prescribe; shall provide leadership over the LVPOA; shall promote the welfare of all LVPOA members; shall be available to the membership; shall countersign all checks above \$1000 of the LVPOA; shall, with majority vote

of the Board at a Board or other official LVPOA Meeting, appoint Committee Chairman, except as otherwise provided for elsewhere in these Bylaws; shall be an ex-officio member of all LVPOA Committees, 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 LVPOA Committees, 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.

**Secretary:** The Secretary shall keep a true and complete book of minutes of all Board Meetings and any other meetings of the LVPOA. He/she shall provide a copy of the minutes to each Board Member within ten (10) calendar days after a meeting has been held and to all active members within fifteen (15) days after a meeting has been held and posted on the LVPOA bulletin board. He/she shall be responsible for giving notices of meetings, shall maintain all correspondence and records of the LVPOA, 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 President after being duly approved and that copies of all records and correspondence of any kind are kept in the LVPOA Office at all times; shall ensure that all corporate documents, including but not limited to, amendments to the Articles of Incorporation and the annual List of Officers, Directors and Agent of Nonprofit Corporation are timely and properly filed with the Secretary of State of Nevada; shall serve as the Resident Agent of the LVPOA for service of process if the LVPOA's Attorney has not been duly designated as such; and shall in the absence or unavailability of the Treasurer, countersign all checks of the LVPOA as may be required in these Bylaws.

At a minimum, the Minutes of all Official LVPOA meetings will contain verbatim Motions and/or Amended Motions with the name of the motioner and will 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 LVPOA and shall oversee the preparation of financial reports; shall assure that accurate and complete records of all income and expenditures are maintained; he/she shall be the legal custodian of all monies, notes, securities and other valuables that may from time to time come into the possession of the LVPOA; 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 LVPOA and order the payment of money so approved; shall present a report at the General Membership Meeting reflecting the financial status and showing the current balances of the LVPOA since the report given at the previous General Membership Meeting; and shall serve as Chairman of the Finance Committee.

**Representatives:** The Association Representatives (Non-Executive Board) shall handle all grievance and or labor matters brought forth by the members of the LVPOA and shall carry out all assigned tasks handed down by the Executive Board.

**Stewards:** Appointed by the LVPOA Board, and will assist representatives in research, representation of members and handling of grievances. Stewards do not have board member voting privileges.

**Executive Board:** There shall be four (4) members of the Executive Board: President, Vice President, Secretary, and Treasurer.

The Executive Board shall discharge the day-to-day operations of the LVPOA. It shall have authority to enter into contracts and make expenditures necessary for such operations. The Executive board shall have authority to make legal expenditures and insurance expenditures, and shall be responsible for handling the political affairs of the LVPOA.

The members of the Board shall also be known as the “Grievance Committee”. One member of the Executive board may be selected as the chairperson of the Grievance Committee. The Grievance committee will meet to vote on whether a member’s grievance has enough merit or benefit to membership to move forward to arbitration.

Members of the Executive Board are also empowered and authorized to act as representatives for all purposes consistent with each board member’s office and position and in handling all grievances.

**Section 9. Recall from the Board.** If a group of Members in Good Standing deem it necessary to request a recall of a Board Member, said request must be made in writing and submitted to the Secretary for action. The Secretary will then give the member a petition which will include the Secretary’s initials and date of issuance. The petition must state the reason(s) for the recall and must have some basis in fact for the recall petition to have sufficient merit. The recall petition must be signed and dated by twenty-five percent (25%) of the active members in good standing within fourteen (14) days of issuance of the petition. The Secretary will set up a recall ballot to all Members in Good Standing at a special voting. If the Secretary is the officer whose recall is being requested, it shall be the duty of the President to set up such a recall ballot. The time, place and length of voting will be determined by the executive board, excluding the officer being recalled. Recall will require two-thirds (2/3) vote of all active Members in Good Standing voting in such a recall election (Example: 30 members voting, 20 must vote in favor of removal). The ballot committee will be appointed by the Executive Board. The ballot committee will certify the results of such election to the Executive Board and the membership. When such a recall is accomplished, such recalled officer shall be immediately divested of all authority, and rights commensurate with that office. The Executive Board may appoint a successor for the completion of the term. Once a petition of any kind is initiated, it cannot be retracted by the requesting member(s).

**Section 10. Resignation.** Any board member may resign effective upon giving written notice to the Executive Board unless the letter or notice specifies a later time for effectiveness of such resignation.

If the Executive Board accepts the resignation tendered to take effect at a future date, the Executive Board may appoint a successor for the completion of the term.

**Section 11.** **Vacancies.** An office on the Board will be declared vacant as a result of a Board member's termination from City employment, resignation, recall or removal from the Board, or due to actions of malfeasance and/or misfeasance.

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

Excepting the position of President, should a vacancy occur, the vacancy would be filled by appointment by a majority vote of the Board at a Board Meeting. Every effort will be made to fill the vacancy within thirty (30) days from the date that the vacancy occurs. The Board will seek Members in Good Standing who are qualified to hold the office and who are interested in being appointed to the Board by sending out a notice of such vacancy via interoffice mail. At no time will the vacant position be filled by appointment of an interested party without a majority vote of the Board at a Board Meeting.

## **ARTICLE 6: NOMINATIONS**

**Section 1. Procedures.** Nominations will be made from the floor of a General Membership meeting by voice and shall be accepted by the LVPOA if seconded.

A Member in Good Standing 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 July General Membership Meeting. However, the nominee must declare to the Board no later than 1800 hours, five (5) calendar days later, 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 Secretary is responsible for ensuring that each candidate has met all election requirements.

## **ARTICLE 7: ELECTIONS**

**Section 1. Elections.** The members of the Board, Executive and Non-Executive, shall be elected by a vote of plurality of the active General Membership, actually participating in the vote. The President and the Representatives shall be elected together and the remaining Executive Board members (Vice President, Secretary, and Treasurer) shall be elected together. The members of the Executive Board & Non-Executive Board shall serve a three (3) year term beginning October 2015.

**Section 2. Time of Annual Election.** An annual election shall be held during the month of September each year. During an active Contract negotiation year, the voting will be postponed until after contract ratification, if necessary.

All Executive Board members and Representatives must be active Members in Good Standing.

**Section 3. Method of Election.** The election shall be conducted for five consecutive days in September of every year and shall be conducted by secret ballot form. The vote will be for five days to cover all shifts, and days off. The time, place and length of the elections will be determined by the Executive board. For members who will be on extended leave and not available on any voting day, an absentee ballot may be picked up from the President or Secretary after signing. The ballot must be returned to the President or Secretary prior to the beginning of the election for it to count. Members on military leave will be able to use email for absentee ballots.

A. The Election volunteers shall be appointed by the President and any candidate for office or any member in Good Standing who is related by blood or marriage to, or in cohabitation with, any or candidate running for office, within the third degree of consanguinity, including “step” and “in-law” relationships, are prohibited from participating in any manner in the Election.

B. The Board shall designate a location for voting purposes. The voting site and hours will be noticed to the membership (14) calendar days prior to the start of voting.

C. All voting members will sign the Membership Registry. Members’ in Good Standing will receive a ballot for voting at a polling location site or, in the case of absentee voting; a Member in Good Standing will receive a ballot for voting during the absentee voting period, which will be determined by the Board.

D. A locked repository shall be provided for all completed ballots. The President’s Election designees shall control the repository from the time voting starts until the unlocking for ballot counting. One non-candidate board member will always be present during the voting period.

E. The President 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 ten (10)

calendar days. The incumbent, if any, will have the option to remain in the position until the run-off process has been completed.

**Section 4. Recount of Election.** Challenges for a recount of ballots must be filed by 1800 hours with the LVPOA within three (3) calendar days after the ballots have been tabulated. No more than one (1) recount will be allowed. Results of the recount shall be final. If no challenge is received within three (3) days for ballot certification, the result will be final unless challenged pursuant to the provisions of Article VII, Section 5.

**Section 5. Challenge of Election.** A Member in Good Standing 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) the security of the ballot box was compromised; 4) proof exists of ballot box stuffing; or 5) any part of the election process was compromised by the Board or any member thereof. A challenge of the election outcome must be filed in writing with the Board within ten (10) 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 thirty (30) calendar days to the complainant. Additionally, the action taken will be entered into the official minutes of the Board Meeting.

## **ARTICLE 8: 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 will be signed by the President and the Secretary and will be kept on record in the LVPOA 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 9: AUDIT AND REVIEW**

**Section 1. Audit and Review of Financial Records.** Audit and Review of Financial Records – The financial records of the LVPOA shall be audited every even numbered 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 LVPOA office. An additional exception will be made when such documents must be provided to the CPA or some other accountant for purposes of preparing routine accounting services.

## **ARTICLE 10: INDEPENDENT CONTRACTORS**

**Section 1. Labor Consultant.** The Board may hire a Labor Consultant from a list of the best qualified applicants, at a salary recommended by the Board. The Labor Consultant will enter into a contract with the LVPOA 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 LVPOA.

**Section 2. Attorney.** The Board may hire an Attorney on an as-needed basis on retainer recommended by the Board. The Attorney and any other person employed by such Attorney shall be deemed to be an independent contractor and not an agent or employee of the LVPOA. The Attorney will serve as the LVPOA's Resident Agent for service of process.

**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 LVPOA. Approval to hire a CPA will be by majority vote of the Board at a Board 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 LVPOA.

## **ARTICLE 11: GENERAL MEMBERSHIP & SPECIAL MEMBERSHIP MEETING**

**Section 1. General Membership Meetings.** General Membership Meetings shall be held at least once each calendar quarter, January, April, July and October on the fourth Thursday, or as otherwise posted on the agenda for the transaction of such general business as may properly come before the membership. 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 members at least (7) calendar days prior to any such Meeting and shall contain the time and place of meeting, this should be done by the Secretary. A completed agenda shall be sent to all Members in Good Standing at least three (3) 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 in Good Standing wishing to include an item on the agenda shall submit it to the President in writing as least fifteen (15) calendar days prior to a General Membership Meeting. No voting action will be taken on any new item introduced at the meeting although the matter may be discussed. However, if the Board determines that the importance or urgency of the item should not be unduly delayed, the item will be set for a vote at a Special membership meeting to be timely scheduled and properly noticed as set forth in these Bylaws.

The usual order of business shall be conducted as follows:

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

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

Once an item has been motioned and seconded, the item will be carried out to completion. Any future like motions will not be heard by the board without substantial reasoning, or changes in the original motion.

**Section 3. Notice of Meetings.** Executive Board and General Meetings: All regular and special meetings shall be posted no later than 72 hours prior to said meeting; the Administrative Secretary will do this. Notice shall contain the time, place and agenda for such meeting.

**Section 4. Special Board Meetings.** The President may call a special board meeting at any time or upon the request of a majority of the board.

Special General Meetings of the membership may be called for any purpose, at any time by the President or upon the request of a majority of the board. When contract negotiations conclude the President will call a special meeting of the general membership for the purpose of explaining the changes to the new contract. If contract negotiations go to Arbitration, there will be no vote for ratification. The Arbitrators ruling is final. If there is a change to the contract proposed by means of a Memorandum of Understanding, (MOU), then the President will call a special meeting of the general membership for the purpose of explaining the change(s) and to set up the date and times for a general membership vote on the MOU.

**Section 5. Quorums & Decisions.** The presence of four (4) Board members plus twelve (12) Members in Good Standing 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.

The presence of four (4) Board members at a board meeting will constitute a quorum. Each board member shall be entitled to one (1) vote. The members present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. A majority vote shall pass any matters set for a vote.

**ARTICLE 12: MEMORANDUM OF UNDERSTANDING**

**Section 1. Memorandum of Understanding.** Every Memorandum of Understanding must be approved by a majority vote of the Members in Good Standing present at a General Membership or Special Membership Meeting.

**ARTICLE 13: NON-MEMBER REPRESENTATION**

**Section 1. Non-Member Representation.** Upon the request of a non-member, the LVPOA, at its discretion, may agree to represent the non-member for a grievance or other matter, at the non-member's expense. Should the issue be of such magnitude or could have major impact upon the LVPOA or its members, the Board may elect by a majority vote to pursue the case without cost to the non-member.

## **ARTICLE 14: NEGOTIATIONS AND CONTRACT RATIFICATION**

**Section 1. Negotiations Committee.** A Negotiations Committee shall represent the LVPOA before the City Manager and/or his/her designees in any negotiations. The Negotiations Committee and Chairman of said committee shall be appointed by a majority vote of the Board at a Board Meeting. The Negotiations Committee will consist of six (6) Members in Good Standing who, in the Board's opinion, possess the best qualifications. The Board may also appoint two (2) alternates to the Negotiations Committee. At least one of the members of the Negotiations Committee will be a Sergeant.

**Section 2. Progress Reports.** The Negotiations Committee Chairman or designee will submit regular Progress Reports to the Board. The Board may review all proposals and provide assistance and counsel to the Negotiations Committee at a confidential, closed session consisting of Board members and the Negotiations Committee Members only.

**Section 3. Negotiations Committee Assistance.** If deemed necessary for the furtherance of negotiations, the Negotiations Committee may hire or obtain outside assistance. However, majority consent of the Board is required prior to doing so and, additionally; a majority of the Board must approve the selection.

**Section 4. Proposed Labor Contract.** The Negotiations Committee shall submit the Proposed Labor Contract to the Board at a confidential, closed session consisting of the Board members and the Negotiations Committee members only. Upon consensus of both the Board and the Negotiations Committee, the Board will schedule a Proposed Labor Contract Ratification Meeting. At least seven (7) working days prior to said meeting, the Negotiations Committee members and the Board members will have copies of the Proposed Labor Contract available for review by the membership. At no time will any copy be permitted to leave the possession of any Negotiations Committee member or Board Member. At least three (3) working days prior to said Meeting, a question and answer session will be scheduled wherein an explanation of the proposed Labor Contract will be given.

**Section 5. Labor Contract Ratification Meeting.** The President shall call a Labor Contract Ratification Meeting for the purpose of ratifying the Proposed Labor Contract. The Secretary shall prepare an eligible list of the Members in Good Standing, and only those listed on the eligible list will be permitted to attend the Labor Contract Ratification Meeting. Absolutely no others will be permitted to attend, participate in any discussion or vote on the Proposed Labor Contract. At least seven (7) working days prior to the date of said Labor Contract Ratification meeting, a notice will be sent out by interoffice mail to the membership and a notice will be placed on the bulletin board.

**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 in Good Standing voting shall determine the results. The ballots will be counted at said Labor Contract Ratification Meeting. If the Proposed Labor Contract is ratified, the President shall be authorized to enter into a formal Labor Contract with the City on behalf of the LVPOA and the employees covered under said Labor Contract.

## **ARTICLE 15: INDEMNIFICATION**

**Section 1. Indemnification.** Each Board member is indemnified by the LVPOA and held harmless against any and all manner of suits, claims, liabilities, lawsuits of any nature whatsoever so long as the Board Members acted in good faith.

## **ARTICLE 16: LVPOA ASSETS/PROPERTY**

**Section 1. Disbursement.** In the event of the dissolution of the LVPOA, any and all LVPOA assets, including real property will be sold and checking and/or savings accounts will be closed and will be disbursed among the Members in Good Standing 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.

Any other sale of real property and personal property of the LVPOA shall require the approval of at least five (5) Board Members.

## **ARTICLE 17: DISCIPLINE**

**Section 1. Board Member Absences.** A member of the board will be imposed discipline for missing 2 consecutive Board/General Membership meetings (combination of) or 3 meetings within a year's time without an acceptable excuse. The board member who will be absent will notify the President by written notice with a copy to all remaining board members the dates and reason for such absence. After a board member misses the total number of meetings stated above, that individual's monthly stipend payment will be withheld for each absence following that number.

**Section 2. Misconduct/Malfeasance/Misfeasance.** If any Board Member or other LVPOA member has reason to believe and can prove without a reasonable doubt that any Board Member is guilty of committing a malfeasance and or misfeasance, the Board must, within thirty (30) days, initiate a fact finding investigation and then another fifteen (15) days initiate appropriate action against such Board member, which may include, but is not limited to, a request for resignation, suspension, removal and/or permanently prohibiting the Board member from holding any future office as a member of the LVPOA Board.

Some examples that would be considered as acts of malfeasance and/or misfeasance include, but are not limited to, the following:

### **Misconduct:**

- Refusal or intentional failure to comply with or abide by the provisions of the articles of incorporation, of the Bylaws or official decisions of the board.
- Committing fraud, embezzlement, or misappropriation of funds or property or other things of value that belong to the LVPOA.
- Filing false charges against any board member, representative, consultant, agent, or employee of the LVPOA, provided, however, that it is understood that for the purposes of this provision false charges are not merely charges of which a person is acquitted but rather charges which are filed recklessly or in bad faith without substance, foundation or reasonable basis for support.
- Committing any physical assault upon any board member, representative, consultant, agent, or employee of the LVPOA while such a person is engaged in the performance of his/her duties for the LVPOA.

### **Malfeasance:**

- Any wrong doing or misconduct by an official or representative of the LVPOA in the performance of his/her duties.
- The performance of a lawful action in an illegal or improper manner by an official or representative of the LVPOA in the performance of his/her duties.

**Non-Feasance:**

- The intentional or willful failure to act by an official or representative of the LVPOA in connection with his/her official duties or as directed by the Executive Board.

Who may be charged? Any member of the LVPOA may be charged with misconduct; any official or representative of the LVPOA may be charged with malfeasance, misfeasance or nonfeasance.

## ARTICLE 18: PARLIAMENTARY AUTHORITY

**Section 1. — Rules of Order.** All meetings of the LVPOA shall be conducted according to the most current edition of “Robert’s Rules of Order Newly Revised,” or as otherwise specified in these Bylaws. **Proposed delete from bylaws**

### **NEW ARTICLE 18: RETIREMENT BONUS (not added to vote---previously voted on)**

This program is being implemented in order to encourage membership, reward loyalty to the LVPOA and to show appreciation to active members in good standing. It is designed to assist the retiree with some of the expense of obtaining Medical coverage after retirement and prior to the age of Medicare.

#### **CRITERIA:**

1. This plan would be offered to members in good standing who:
  - a. Have been employed at the City of Las Vegas Department of Public Safety as a corrections officer/Sergeant for a minimum of 15 completed years. The bonus is based on total worked years completed, not partial years.
  - b. One must be an Officer or Sergeant at time of retirement.
  - c. Total number of years for the bonus is based on time as an active member in good standing.
  - d. If a member withdraws from the Union, then decides to rejoin as a member the years for the bonus start over.
2. The bonus would be calculated at a rate of \$100.00 per year of LVPOA membership, starting at the conception of the Union 2001 or on first day of being an active member, up to \$2500.00 or 25 years.
3. Upon notice to the LVPOA treasurer of department retirement, a check for the amount due will be issued to the retiree. The officer will also be required to submit a W9 form as a requirement from the LVPOA accountant.
4. Date of implementation is 09-09-16

## **ARTICLE 19: AMENDMENTS**

**Section 1. Proposed Amendments.** Bylaw review/revisions will be conducted by the board in January, every two (2) years (odd years). The Bylaws may be added to, amended, altered, or repealed, and new bylaws may be adopted by a majority vote of the general membership. Any proposed changes will be posted no less than (30) days prior to the vote.

Any member wishing to submit a proposed Bylaw amendment shall submit it in writing to the Secretary of the Association no later than the second quarter General membership meeting (April) each year. The proposed Bylaw or amendment shall be accompanied by a petition containing signatures of at least 25% of the Association members in good standing. Any members submitting a proposed Bylaw or amendment will make themselves available at the third quarter General Membership (July) meeting to explain the reason for the proposed Bylaw and to answer any questions by other members relative to the proposed change. The proposed change will then be tabled.

The Secretary shall submit the proposed Bylaw to the board and the Association's general counsel for review to ensure that it does not conflict with any other Bylaw in the Governing Bylaws, State Laws or other statutes. After consulting with the Association's General Counsel and receiving legal approval, it shall be placed on the September ballot, and voted on by the membership.

**Section 3. Complete/Extensive Bylaws Revision.** Any complete/extensive Bylaws revision shall be prepared in writing by the President or Secretary. A copy of said proposed Bylaw revision shall be furnished to each Board member at a Board Meeting. The Board will have sixty (60) calendar days within which to review and amend or approve the proposed Bylaws revision. Within that same sixty (60) calendar day period, the LVPOA Attorney shall review the proposed Bylaws revision for legalities. After legal approval and approval by a majority vote of the Board at a Board Meeting, the proposed Bylaws revision shall be sent to the membership at least thirty (30) calendar days prior to a vote by the members in Good Standing. Any complete/extensive Bylaws revision approved by a majority vote of the Members in Good Standing shall become effective immediately and shall become a part of the Bylaws. A reprint of all pages affected shall be placed on the LVPOA website within ninety (90) calendar days of approval of any complete bylaw revision.

**Section 3. Conflicts/Inconsistencies with other Governing Documents and/or Authorities.** If any provisions(s) of these Bylaws is in conflict or inconsistent with any provision of the any federal, state, county or municipal law, code, ordinance or rule, said law or shall take precedence.

## ARTICLE 20: LEGAL REPRESENTATION

- The LVPOA provides its members with legal representation in administrative and disciplinary matters. Members in good standing shall be entitled to representation as the particular circumstances may dictate in accordance with the following guidelines:
- In labor relations issues concerning the individual member, group or class of members, or the membership as a whole providing the matter has merit.
- In grievance matters, under all circumstances providing merit exists.
- The LVPOA may refer the request for representation to general counsel for advice and a report after which the LVPOA may elect to employ outside counsel.
- The Executive Board shall retain complete discretion to select outside counsel at the LVPOA's expense, in accordance with the forgoing guidelines.
- Members will not be precluded from employing the services of his/her own personal choice of counsel, at the members' own expense, for assistance in other than labor relations and contract matters. If a member chooses his/her own counsel, that will act as a waiver of any rights and privileges outlined in this Bylaw for that particular matter.
- In any matter wherein the member/members seek a monetary award for damages, attorney's fees, back pay, disability payments or other awards, the board may restrict representation upon the member/members agreement to reimburse the LVPOA first out of monies recovered, not to exceed the monetary award total.
- The LVPOA in no event shall be liable to pay an award of damages, costs or attorney's fees to an adverse party or parties by virtue of the Executive Boards decision to provide representation in any of the forgoing matters or on behalf of a member/members.
- In all the forgoing matters, the Executive Board shall determine, in its sole discretion, whether and to what extent representation will be provided, at the expense of, burden of LVPOA resources, and whether outside counsel will be employed, as well as the designation of any outside counsel to be employed. Generally, the board will refer legal matters for representation to its general counsel unless the Executive Board in its discretion determines that circumstances dictate otherwise. The LVPOA is not the insurer.
- The general counsel or any professional employed by the LVPOA shall consider the LVPOA as their client and any grievant or appellant shall be advised that they are a third party beneficiary of such representation unless legal counsel is approved to discuss potential criminal conduct.

- A request for representation at the LVPOA's expense may be denied where the member is entitled to representation at the expense of a Government agency or under fraud policy if insurance affording representation and coverage for the incident giving rise to the request help by the member.
- Disapproval of Grievances/Arbitration. The Executive Board shall vote on the filing of any grievance and proceeding to arbitration for any grievance presented under a collective bargaining agreement. The board may request an opinion from general counsel and shall notify any member/grievant requesting the LVPOA acts on his/her behalf in regard to such proceedings of the decision of the board, which shall be final absent grounds for reconsideration.

The board may refuse to proceed with any grievance and/or with Arbitration due to a belief that the matter is likely not meritorious or for any other reason in good faith.

**NEW ARTICLE 21 CONTRIBUTION POLICY (Not voted on---added to bylaw)**  
**All Association contributions shall be made under one of the following categories:**

- A. Professional: Contributions to organizations for the purpose of improving law enforcement will not exceed \$2500. The amount shall be determined on a case-by-case basis by the Board.
- B. Hospitality Rooms: Activities organized for the purpose of entertaining Association members with the provision of food and beverage. The maximum contribution shall be \$4000.
- C. Youth Activities: Contributions to activities organized for the benefit of young people such as Scouts or athletic teams. The maximum annual contribution shall not exceed \$5000; \$1200 quarterly; and \$400 per applicant. Applicants will fill out an Association contribution request form and submit it to the Association office or Administrative Secretary. Before the next meeting the Secretary shall review the completed form and copies will be made available to Board members at the beginning of the Board meeting for review.
- D. Retirees: see Article 18.
- E. Bereavement: For the death of an Association member's spouse, parent, or child, the maximum contribution towards floral arrangements shall be \$200. Extenuating circumstances will be reviewed and discussed by the Board.
- F. Political: All political contributions will be made in accordance with the rules established by the Nevada Revised Statutes.
- G. All Others: All other contributions will be determined by the Board through a meet and confer.

## RECALL PETITION

**The grounds of this demand for recall are as follows:** (State in two hundred (200) words or less the grounds of the demand)

### Petition Signature Treat

Signature	Name (last, first print)	P-Number	Date Signed
1.			
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**Secretary's Initials & Date Issued:** \_\_\_\_\_

**Affidavit of Circulator**

During my circulation of this petition sheet, depose and say that each individual signed this sheet of the foregoing petition in my presence on the date indicated, and I believe that each signer is a member of the Las Vegas Peace Officers' Association in Good Standing.

Signature of Affiant

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Typed or Printed Name

---

Signature of LVPOA Secretary

---

Subscribed and sworn to be before me on (Date)

---

Certificate of Acceptance

I, the undersigned, being duly elected administrative Secretary for the Las Vegas Peace Officers' Association do hereby certify that the foregoing Bylaws were adopted by a majority vote of the membership ending on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to take effect as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature) \_\_\_\_\_ Administrative Secretary