

***Las Vegas Police Protective  
Association,  
Civilian Employees, Inc.***



**CONSTITUTION  
and  
BY-LAWS**

**REVISED: OCTOBER 2014**

**BY-LAW 1**  
**NAME OF ASSOCIATION**

1.1 The name of this Business shall be the Las Vegas Police Protective Association Civilian Employees, Inc. with its principal place of business in Las Vegas, Nevada. This location will be considered the Corporate Office.

**BY-LAW 2**  
**OBJECTIVES & PURPOSES OF ASSOCIATION**

2.1 The objectives and purposes of this Association include, but are not limited to:

- To serve as the sole and exclusive bargaining agent for all full-time civilian employees of the Las Vegas Metropolitan Police Department, per the collective bargaining law under NRS 288 and to negotiate with same, a contract reflecting all benefits afforded therein.
- To administer/provide a cost effective health insurance plan for all employees covered under the collective bargaining agreement.
- To lobby at the National, State, and/or Local levels on issues that may affect the members covered under the Collective Bargaining Agreement.
- To consider and/or make endorsements of candidates that may hold any political office.
- To organize and supervise voting by members for contract ratification, for elections of Association Officers and Board of Directors, and for other matters relating to Association business that require majority votes of the membership.
- To aid its members in the performance of their duties, and to provide representation to eligible members. Eligible members are those in good standing and current with dues at the time of the occurrence, allegation, and thereafter.
- To ensure all members' rights are protected through any and all business conducted on behalf of the Association.
- To make Constitution and By-Laws, rules, regulations, operating procedures, and guidelines for the governing of the Association.
- To render reasonable services and extend reasonable relief to its members in case of unforeseen emergencies.
- To strive to enhance and advance the professional competence of all civilian employees by stimulating, promoting, and developing interest through the exchange of information, ideas, and shared experience resulting in improving the quality of leadership and service provided by the Las Vegas Metropolitan Police Department.
- To receive contributions or donations, and to handle, disburse, or distribute same in accordance with the Constitution and By-Laws of this Association.

- To receive and hold such property, real and personal, whether obtained by purchase or gift, as may be necessary to carry on or promote the objectives and purposes of this Association.
- To sell, lease, or otherwise dispose of such property, real or personal, that may from time to time be required by this Association.
- To invest its funds in bonds of the sovereign State of Nevada, bonds of the United States Government, credit unions, savings and loan institutions, or other equities or debt obligations that may be prudent for investment.
- To further the success of this Association and all those represented by it.

### **BY-LAW 3** **MEMBERSHIP**

**3.1** Membership will be available to all permanent full-time civilian employee positions covered by the Collective Bargaining Agreement between this Association and the Las Vegas Metropolitan Police Department starting at the date of hire.

**3.2** All full-time dues paying members in good standing shall have equal voting power, property rights, and interest herein. All retired dues paying members in good standing shall have rights to insurance benefits, social function benefits, and all publications or notifications that may affect said rights. Retired members shall have no voting powers. Department employees who are appointed may continue to remain members of the Association, maintaining life insurance and representation, but will have no voting power. Appointed employees will have thirty (30) days from date of appointment to drop dues outside of the normal drop period provided in 3.5 herein.

**3.3** It is the duty of all members during their membership in this Association, to attend meetings whenever possible and contribute the utmost of their ability to the advancement and betterment of the combined interest, benefit, and advantages of their fellow members in this Association.

**3.4** The fee for active membership in this Association is set at an amount previously voted on and approved by the membership. Dues are paid each pay period, via payroll deduction, and each contract Cost Of Living Increase (COLA) shall cause the dues to increase by the same percentage. Dues, per pay period, will not exceed \$20.00. This fee may be decreased and/or held in abeyance by a majority vote, fifty percent + one, (50%+1), of the Board of Directors. Any other changes to dues will be a majority vote, fifty percent + one, (50%+1), of the members present and voting.

**3.5** The membership deduction authorization for active members shall be irrevocable for a period of one (1) year beginning the date received in the Association office and automatically renewed each year thereafter.

This authorization may only be withdrawn by a member once a year as specified in the Collective Bargaining Agreement. This will only be effective AFTER the Association has signed the payroll deduction form and will then forward to Payroll, thus completing the request. The President reserves the right, on a case by case basis to waive this time frame.

**3.6** There is a reduced membership fee for retired members. This amount is voted on yearly by the Board of Directors. In addition, retirees are eligible to keep their “Life from Dues” insurance policy and pay the cost of the premium annually. The life insurance may be subject to increases as the cost of the premium may increase with yearly renewals. Any member that drops cannot be re-enrolled.

The Association will “bill” all retired members in May of each year. Payment of retiree membership dues will be due in the month of June for that next Fiscal year. Any retiree whose payment is NOT received by June 30<sup>th</sup> will be dropped.

**3.7** Members beginning Leave Without Pay status shall have dues held in abeyance until such time as they return to active full-time duty.

**3.8** Employees who are NOT dues paying members shall incur a fee for Association representation. If legal counsel is necessary for this or any representation, the non-member may incur additional legal fees. (See Association Operating Procedures for non-member fee structure guidelines). All costs and expenses, including that of an arbitration, are to be borne by the non-member and must be paid prior to the Association and/or counsel beginning representation.

The above fees may be reduced or waived by a majority vote of the Board of Directors, if the matter at issue affects more than one (1) individual member.

**3.9** Retired members have thirty (30) days to pay their annual dues from the date of their retirement, or they will be dropped from the membership. Dues of members retiring during the year will be prorated to the end of the fiscal year, which runs from July 1 through June 30.

**3.10** Suspended members, members on leave without pay, or members who are on lay-off, who are no longer on the payroll deduction for dues or medical insurance premiums must pay the Association on a direct basis or they will be dropped from membership.

**3.11** If a member is terminated they are automatically dropped as a member. Members in this situation, however, may request that the Board of Directors support arbitration on their behalf. This request will be done in writing through the President explaining the reason(s). The case will be presented by the representative, counsel (if used), and/or President at the next scheduled Board of Director meeting or a special meeting depending on filing time frames. The Board will consider all evidence presented and vote based on the merits of the case. At the conclusion of the meeting, the President will notify the terminated member of the decision via phone and in writing.

## **BY-LAW 4** **BENEFITS**

**4.1** Each member of this Association may designate in writing the person(s) to whom he/she desires to receive the Life from Dues death benefit provided by the Association, to be paid upon his / her death. Amended designations may be filed as the member deems fit.

**4.2** The Association shall bear the cost for flowers upon death or hospitalization (defined as any hospital stay extending beyond 24 hours) of a member of the Association, or the death of someone in the members' immediate family, or upon the death of a Department employee. (Immediate Family is defined in the Collective Bargaining Agreement as a spouse, parent, sibling, child, grandchild, and grandparent (including legally adoptive relationships), or any of the previously specified relationships to the employee's spouse, significant other or domestic partner.

In lieu of flowers, a like sum, upon request of the family of the deceased, may be contributed to a designated charitable organization. The amount designated will be determined in the Annual Budget.

**4.3** The Scholarship Committee, comprised of at least 2 Board members, may award up to Ten (10), Five Hundred Dollar (\$500) Scholarships per semester—(Spring and Fall Semesters) to applicants (members and/or dependents), who meet the Requirements set forth in the "LVPPACE Operating Procedures & Guidelines". Upon selection, each applicant will be notified of the outcome of their application. Alternate applicants will be selected if an original recipient cannot accept the scholarship. Scholarships not granted may be carried over to future semesters, if the total awarded does not equal the allotted total of ten (10). Upon notification from the bursar of an approved institution(s), any unused funds on behalf of members and/or dependents will be refunded to the Association. The ten (10) Five Hundred Dollar (\$500) Scholarships may be increased based on donations collected.

**4.4** 50 – 50 raffles may be held at any Association member function deemed appropriate by the President. One half (1/2) of the proceeds from the sales of all 50 - 50 raffle tickets will be donated to the scholarship fund. The other one Half (1/2) of the proceeds from the sales will go to the drawing winner.

**4.5** Emergency Loans - The Association may aid and/or extend relief to eligible, dues paying members by approving an interest free, short term emergency loan in an amount not greater than \$1000.00. (Eligibility and criteria for such loans shall be determined in the "LVPPACE Operating Procedures".)

## **BY-LAW 5** **COMMITTEES**

**5.1** The President may appoint the following typical Committees consisting of not less than two members each: Bargaining Committee, By-Laws Committee, Finance Committee, Grievance Committee, Legislative Committee, Membership Committee, Insurance Committee, Donation Committee and Scholarship Committee. Special Committees may be appointed by the President as needed.

Each Committee shall perform such duties and may be assigned or delegated to it through the Constitution and By-Laws of this Association.

## **BY-LAW 6** **OFFICERS**

**6.1** The number and titles of the Executive Board and Directors shall be as follows:

- The Executive Board shall consist of President, Vice-President, Secretary, and Treasurer.
- There will be no more than nine (9) Directors at any given time. The four (4) Executive Board positions with the nine (9) Director positions shall constitute the Associations' Board of Directors.
- The Board of Directors shall have the care, custody, and control of all of the corporate property, monies, dues and/or assessments of this Association and shall exercise all corporate powers, subject to the provision of the Constitution and By-Laws of the Association.
- Members of the Board of Directors shall constitute the Board of Trustees as provided in the Nevada Revised Statutes for purposes of corporate action.

## **BY-LAW 7** **QUALIFICATION OF OFFICERS AND DIRECTORS**

**7.1** All active, dues paying members in good standing of the Association, covered by the Collective Bargaining Agreement, shall be eligible to serve as a Director or Officer of this Association.

**7.2** No person shall be eligible to run for the office of Director who has not been a member of the Association for at least two (2) consecutive years immediately prior to submission of the "letter of intent" and has served as a PPACE Director and/or Representative for (1) year prior to the submission of a notarized "letter of intent", which is due by September 9<sup>th</sup> of any given election year.

**7.3** No person shall be eligible for the Executive Board who has not served as a Director for at least two (2) years immediately preceding the election and a member in good standing for three (3) years prior to submission of the "letter of intent" notarized, by September 9<sup>th</sup> of any given election year.

**7.4** The position of Treasurer will be bonded through the Association in the amount of Five Hundred Thousand (\$500,000). Any other Executive Board member or Director designated by the President to sign checks for and on behalf of the Association will also be covered under said bond. All bonds required will be "Position or Fidelity Bonds" with the Association paying the fees involved.

The Bonds for Officers of the Association may be increased by the Board of Directors at any time that it may deem such increase necessary to fully protect the funds and properties of the Association.

## **BY-LAW 8**

### **TERMS OF OFFICE - ELECTION OF OFFICERS & DIRECTORS**

**8.1** The President and Vice-President shall serve in a full-time capacity assigned to the Association office in accordance with the Collective Bargaining Agreement. The term of office for the President, Vice President, Secretary, and Treasurer shall be four (4) years upon election or re-election.

**8.2** The President and Treasurer will be elected in the same year. The Vice-President and Secretary will be elected in the same year, but not the same year as the President or Treasurer.

**8.3** The term of office for the Director positions will be four (4) years upon election or re-election expiring on staggering schedules.

**8.4** Members will be notified of Association Board positions that will be open for election at the Quarterly membership meeting in July and posted on the Association website. Eligible members may file a letter of intent with the Association President to have their name placed on the ballot as a candidate for office. Candidates may seek only one office in an election cycle. Those seeking more than one office will be disqualified.

**8.5** Letters from candidates filing for office must be notarized and received by the Association President no later than the 9th of September, during regular business hours. The letter must include the candidate's name, personnel number, and the office for which they are filing. Along with the letter of intent the candidate will submit a biography, (electronic & hardcopy) to include the qualifications and/or reason they are seeking the position. This will be posted on the website and included on the Votenet website for members to review.

**8.6** Elections will be held October 15<sup>th</sup> through 31<sup>st</sup>, and installation of officers will normally be conducted at the January-installation and member's meeting. In the event the installation and member dinner meeting is NOT held, the newly elected Officer(s)/Director(s) will be installed at a time and place designated by the President prior to the January Board Meeting. The Board of Directors meeting may be adjusted accordingly to allow for installation of officers.

**8.7** Selection of contested executive board and/or board of director positions will be by electronic voting by majority vote, fifty percent + one (50%+1) of the membership voting. This voting will be done by secret ballot, each member will have one vote for each ballot position. Ballots and/or results of any elections will be held at the Association office for a period of sixty (60) days after said election.

**8.8** Tabulation of ballots or other methods as approved by the Board of Directors will be done through appointment by the President of three (3) members in good standing and supervised by an Officer whose position is not up for election/re-election.

## **BY-LAW 9**

### **DUTIES OF OFFICERS**

**9.1** The President shall preside at all meetings of the Association and of the Board of Directors, shall appoint all standing and special committees of the Board and the Association and shall designate the Chairman thereof, and is an ex-officio member of all committees, unless otherwise stated in these Constitution and By-Laws. The President shall execute all legal papers, documents, or instruments of the Association authorized by the Board of Directors, or by the members of the Association. It shall also be the responsibility of the President to prepare or direct preparation of agendas for the membership meetings and the Board meetings, and to perform any other necessary function of the Association as it relates to but is not limited to: representations, contract negotiations, lobbying, and grievance processing on behalf of its members. The President shall be available for members and may be subject to call-out for representation purposes.

**9.2** The Vice-President shall assist the President and shall attend all meetings of the Association and the Board of Directors. During the absence or disability of the President, the Vice President shall have all the power and prerogatives to perform all the duties of the office of the President. In the absence of the Association's Parliamentarian, it shall also be the responsibility of the Vice-President to act as the Association's Parliamentarian. He/she shall perform other duties as set forth by recommendation of the President and/or Board of Directors of the Association.

**9.3** The Secretary shall keep accurate minutes of all business meetings of the Association and of the Board of Directors and shall attest the same with his/her signature. Copies of the membership meeting minutes shall be posted on the Association website after approval via signature of the Secretary and/or President. Additionally, they will be sent to all areas for posting on LVPPACE bulletin boards for review by the membership. Board of Director meeting minutes are confidential and will be handled as such with originals of all meetings kept at the Association offices. The Secretary shall preside at all business meetings in the absence of the President and Vice-President.

**9.4** The Treasurer shall have charge of the funds and securities of the Association and shall cause them to be deposited in depositories approved by the Board of Directors. An accurate record shall be kept of the funds and a complete report shall be given at each regular meeting, including the individual transactions and the balance on hand in each account belonging to the Association. All checks or withdrawals on any account of the Association shall be signed by any two of the four full time office positions. Additionally, the Treasurer shall serve as Chair of the Finance Committee, causing the annual fiscal report and preparing, in conjunction with the Board of Directors, a fiscal year budget to be presented to the membership with the Annual Fiscal Report at the July membership meeting. The Treasurer shall be consulted for approval on any unforeseen expenditures prior to the approval of the Board of Directors or the general membership.

**9.5** The full-time position(s) appointed by the President assigned to the Association will serve as support to the President, Vice President, Board of Directors, and membership. These positions shall be responsible for but not limited to, helping carry out the policies of the Association, ensuring substance to the purposes of the organization. It shall be the responsibility of these positions to maintain an updated membership list, committee reports, copies of all correspondence mailed and received regarding same, and issue notices to membership as required or requested by the Association. These positions shall report to the President and shall keep the President informed of all Association business.



**BY-LAW 10**  
**QUALIFICATIONS AND DUTIES OF REPRESENTATIVES**

**10.1** All active dues paying members in good standing of the Association, covered by the collective bargaining agreement, shall be eligible to serve as a Representative of this Association.

**10.2** No person shall be eligible to serve as a Representative who has not been a member of the Association for at least (1) year prior to the request.

**10.3** Any member interested in serving as a Representative shall submit a request to the President that includes why they want to be a Representative along with their contact information.

**10.4** If selected to be a Representative, there is the requirement to attend yearly trainings and it is strongly encouraged to attend at least (1) membership meeting quarterly. The Representative may be called upon to attend special meetings when Contract Tentative Agreements are reached to ensure the correct information gets out to the membership. The Representative may also be asked to attend meetings regarding issues in their work areas and could be asked to represent a member in Internal Affairs.

**10.5** A Representative does not have any voting rights within the Board. The Representative serves as a liaison between the membership and the Board.

**10.6** The President has the authority to remove a member as a Representative at any time.

**BY-LAW 11**  
**COMPENSATION AND EXPENSES**

**11.1** The beginning compensation paid the Officers and full time positions for the performance of their duties shall be as follows, to include a 2% increase each fiscal year thereafter:

- |                       |   |                    |
|-----------------------|---|--------------------|
| • President           | - | \$150.00 per month |
| • Vice-President      | - | \$150.00 per month |
| • Secretary           | - | \$125.00 per month |
| • Treasurer           | - | \$125.00 per month |
| • Full Time Positions | - | \$100.00 per month |

The President, Vice President, and full time positions will receive a stipend of \$560.00 per month for vehicle mileage, use, maintenance, and insurance.

**11.2** Any reasonable and necessary expenses incurred by any Officer or Director made with prior approval of the President and Treasurer, while acting in that capacity on behalf of the Association shall be reimbursed upon presentation of proper receipts.

**11.3** Any member, Officer, or Director authorized by the President and Treasurer to attend meetings, training, or other business out of area on behalf of the Association shall be entitled to a per diem at fifty (\$50.00) per day and may be adjusted accordingly with a majority vote, fifty percent + one (50+1) of the Board of Directors. A report must be given as to the outcome of said business at the next scheduled Board of Director meeting.

**11.4** Any expenses not provided for in the budget must have prior approval of the Board of Directors before they are incurred.

**11.5** The Treasurer will submit a proposed budget for the new fiscal year at the May Board of Director's meeting. After approval by the Board, it will then be presented to the membership at the quarterly membership meeting in July of each year.

## **BY-LAW 12**

### **BOARD OF DIRECTORS**

**12.1** The Board of Directors shall, at the end of each fiscal year, issue an Annual Fiscal Report for that year and present the report to the membership at the July membership meeting. The report may be prepared by the accountant retained by the Association or by the Treasurer of the Association.

**12.2** The Board of Directors shall be responsible for an annual operating budget and such budget shall be limited to the anticipated income for a given budget period. The Board of Directors shall carry out the policies of the Association and shall have full power to take such actions as are necessary and expedient to attain maximum operating efficiency and to give substance to the purposes of the Association.

**12.3** The Board of Directors shall be considered confidential and treat any and all communication with members as such. The Board of Directors represents the whole of the membership for the betterment of all civilian employees and protections herein, including NRS, policies/procedures, directives, and the Collective Bargaining Agreement.

**12.4** All Officers and Directors, upon their removal from office or at the expiration of their terms, shall surrender to the President of the Association all records and property of the Association within their possession or control.

**12.5** All records and files of this Association shall be kept in the Corporate Office.

## **BY-LAW 13**

### **REMOVAL OF OFFICERS AND DIRECTORS**

**13.1** The following may be grounds for removal for Cause:

- If an Officer or Director terminates his/her active membership in the Association;
- If an Officer's or Director's actions have been detrimental to the Association;
- If an Officer or Director has been declared of unsound mind by a final order of the court;
- If an Officer or Director has been convicted of a felony;

Removal for any above reasons shall be brought to the Board by the President or Vice President at a special or regular Board of Director meeting. Removal of the Officer or Director shall be by majority vote, fifty percent + one (50%+1) of the Board of Directors.

### 13.2 Recall:

- Any member of the Board of Directors may be the subject of a recall election upon the written petition demand of at least fifty percent + one (50%+1) of the total membership. This petition will be submitted to the President or Vice President, depending on the position in question, at a regularly scheduled Board meeting, signed by Petitioners within the last sixty (60) days inclusive of the recall question/demand. The Board must conduct a recall election within thirty (30) calendar days of receipt of such petition. If the majority vote, fifty percent + one (50%+1), of the membership on the question is to recall, the Officer or the Director will be removed.

## **BY-LAW 14** **VACANCIES/APPOINTMENTS**

**14.1** Any Officer or Director of this Association may resign by giving written notice to the President. Vacancies caused by the resignation, death, or disability of any Director or Officer, with the exception of the President, may be filled by a temporary appointment by the President with approval of the Board of Directors for the balance of the unexpired term of such Officer or Director. The member selected to fill said term may be selected from the current Board of Directors or the previous elections' balloting who received the next highest votes of the membership.

In the event that the list from the previous election is exhausted, by appointments or through refusal of any of the remaining candidates, the President may appoint a representative who is in good standing to fill the temporary vacancy until the next election. This appointment shall meet the criteria for that position, and shall be at the approval of the current Board of Directors.

- Should such a vacancy occur in the office of the President, the Vice-President shall automatically assume the office of President.

Any Officer or Director of the Association, who has been suspended or terminated, shall remain a member of the Board until that person has exhausted all remedies of appeal. Any member of the Board of Directors being charged with a felonious crime shall remain a member of the Board until adjudication of the charge has been rendered.

**14.2** Full-time positions of the Association - The President has the authority to appoint a Board member to serve in the full time capacity at the Association office that has served as a Director for at least one (1) year immediately preceding the appointment. This appointment is an "at will" position and may be rescinded by recommendation of the President and a majority vote of the Board of Directors.

## **BY-LAW 15** **MEETINGS**

**15.1** Regular meetings of the members of this Association will generally be held quarterly, in January, April, July and October at the date and times posted on a notification. The meeting(s) will be held at a designated location set forth in the posting.

**15.2** Special meetings of the members of this Association may be called for any purpose by the President, or in the absence of the President, by the Vice President at any time to keep the membership updated. In addition, special meetings may be called upon the request of a majority of the Board of Directors, or by petition of fifty (50) members of this Association, stating the purpose or purposes thereof. The President shall set a meeting date within fifteen (15) calendar days of receipt of said petition. When a Special Meeting is called, the President will direct the Secretary or designee to post notice of the Special Meeting to all members at least seven (7) days in advance making sure that it contains all the necessary information concerning such meeting. This time frame may be waived by the President depending on the petition issue(s).

**15.3** Meetings of the Board of Directors shall be held once a month on the fourth Wednesday of each month; or, on call of the President or Vice President in the absence of the President. All Board members shall be notified of the time and place of all meetings.

## **BY-LAW 16**

### **ORDER OF BUSINESS**

**16.1** The Order of Business shall be determined by the President or by the Vice President in the absence of the President. Minimally, all scheduled Membership and Board of Director meetings will have an agenda, be called to order, contain a form of the Association's financials (either verbal or hard copy), and have minutes summarizing items/issues discussed.

**16.2** No action can be taken on an item that is not on the agenda. If a member wishes to place an item on the agenda for a Membership meeting, they must submit the item in writing to the PPACE office at least 10 days prior to the meeting. The President will then make a determination as to the validity or appropriateness for adding the issue to the agenda and the member will then be notified prior to the meeting of the decision.

**16.3** If a Board member wishes to place an item on the agenda for a Board or Membership meeting, they must submit the item in writing to the President at least 10 days prior to the meeting. The Executive Board will then make a determination as to the validity or appropriateness for adding the issue to the agenda and the Board member will then be notified prior to the meeting of the decision.

## **BY-LAW 17**

### **PARLIAMENTARY AUTHORITY**

**17.1** The President may appoint a member of the Board to act as Parliamentarian at any membership or Board meeting. The Parliamentarian shall govern the order of business, motions, and votes for this Association in all cases where subjects are not covered in the Constitution and By-Laws and LVPPACE Operating Procedures. The Parliamentarian will also advise the President of the items from the Constitution, By-laws or Operating Procedures that should be included on the agenda. They shall also advise the Board of possible conflicts in motions and determine how a motion should be classified.

**BY-LAW 18**  
**QUORUM**

**18.1** A majority, fifty percent + one (50% + 1), of the Board of Directors shall be necessary to constitute a quorum for the transaction of the business of the Board.

**18.2** Members in attendance shall constitute a quorum for the meetings of the membership. In the event of multiple meetings, any votes cast on behalf of Association business will be tallied after the last meeting of the day and results will be posted within 48 hours.

**BY-LAW 19**  
**NOTIFICATION PROCESSES/INFORMATIONAL MEETINGS**  
**RATIFICATION PROCESSES**

**19.1 PROPOSED COLLECTIVE BARGAINING AGREEMENT**

Once a tentative agreement (T/A) between the negotiation team of the Association and the Las Vegas Metropolitan Police Department (LVMPD) is reached, the proposed agreement MUST be voted on by the membership in accordance with this Article before any other process may be initiated. Final approval of the proposed tentative agreement is subject to the Fiscal Affairs Committee (FAC).

**19.2 NOTIFICATION**

Notification of the tentative agreement (T/A) will be posted to the membership within 48 hours from the following business day (business day is defined as Monday-Friday, 7am-5pm) of the tentative agreement (T/A). The notification period begins with the initial notice and concludes upon the tenth (10<sup>th</sup>) business day thereafter. In the event this notification period conflicts with the FAC meeting, the time frame may be waived or altered as needed with a majority vote, fifty percent + one (50%+1), of the Board of Directors.

**19.3 POSTING**

The tentative agreement (T/A) shall be posted within two (2) business days of the initial notification, with explanation, on the Association website and/or other electronic means utilized by the membership, for members to view. Copies will be available for review during normal business hours at the Association office.

**19.4 INFORMATIONAL MEETINGS**

Once the notification process has begun, the President or Vice President in the absence of the President, will schedule informational meetings regarding the proposed tentative agreement at time(s) and location(s) deemed appropriate/necessary to inform the largest number of members to effect an educated vote. These meetings will be held during the notification period as specified above.

**19.5 RATIFICATION PROCESS**

The ratification/vote will commence on the final day of the notification period and will continue for an additional five (5) business days at time(s) and location(s) predetermined and posted by the President.

Members of the negotiation team or designees from same, will travel to remote locations during this designated time, that have at least five (5) voting members outside the Las Vegas Valley so they may cast a ballot. This will only be the case if there is NOT electronic voting.

**THERE WILL BE NO PROXY, MAIL, OR PHONE VOTING ALLOWED.**

#### **19.6 TABULATION OF BALLOTS**

Tabulation of ballots or other methods as approved by the Board of Directors, such as electronic voting, will be counted and/or verified by at least two (2) members in good standing appointed by the President, and supervised by at least two (2) negotiation team members. The results will be posted within forty-eight hours after the ratification/vote has concluded. Ballots or any other means of tabulation (electronic), will be held at the Association office and available by appointment for the membership to view for a period of sixty (60) days after ratification/vote and approval of FAC.

#### **19.7 MOU'S AND LETTER(S) OF AGREEMENT**

The President or Vice President in the absence of the President shall have the authority, during the life of the Collective Bargaining Agreement to enter into agreements with the LVMPD for the purpose of clarifying meaning and/or intent of any current contract language with the approval of a majority vote of the Board of Directors. Letters of Agreements or Memorandums of Understanding (MOU) of this nature shall not be subject to ratification of the membership, unless the purpose is to change the clear meaning of the current contract language.

### **BY-LAW 20** **CONSTITUTION & BY-LAWS AMENDMENT(S) PROCESS**

**20.1** The Constitution & By-Laws shall be the governing document of this Association. It shall be available for review at the Association Office during normal business hours.

**20.2** Proposal(s) to amend The Constitution and By-Laws will be made by the Board of Directors at any regular Board of Director meeting or a special Board Meeting called for that purpose, with proper notification to the President ten (10) days prior to the meeting. The proposal(s) will then be placed on the agenda for discussion and approval by a majority, fifty percent + one (50% + 1), vote of the Board of Directors.

**20.3** Once approved by the Board of Directors, the proposed amendment(s) to the Constitution & By-Laws will be posted on the Association website with explanation thus affecting the notification period.

**20.4** The notification period shall run at least five (5) days prior to the membership meeting/vote. The proposed amendments will be presented for discussion at the membership meeting(s). The voting period will begin that day and be allowed for at least five (5) days thereafter.

**20.5** A majority vote fifty percent + one (50%+1) of the members voting will be required to pass the proposed amendments.

**THERE WILL BE NO PROXY, MAIL, OR PHONE VOTING ALLOWED.**

**20.6** Tabulation of ballots or other methods as approved by the Board of Directors, such as electronic voting, shall be done by appointment of at least two (2) members in good standing through the President, and supervised by an Executive Board member. If the Amendments are approved, they shall be effective immediately. Notification and results of the By-Law revisions shall be posted within forty-eight (48) hours from close of voting. Results will be held at the Association office and available for review by appointment, for a period of sixty (60) days after ratification/vote.

## **BY-LAW 21** **FISCAL YEAR**

**21.1** The Fiscal Year shall be from July 1 through June 30 each year. Business of the Association is conducted in and based on this time period. All financial transactions shall be reviewed by an outside CPA and reported to the Treasurer by the end of each fiscal year.