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10 GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

11 STATE OF NEVADA

12 LAS VEGAS PEACE OFFICERS
ASSOCIATION,

13 Complainant,

14 vs.

15 CITY OF LAS VEGAS,

16 Respondent.

17 CASE NO. 2025-011

18 **JOINT STATUS REPORT**

19 Respondent, City of Las Vegas (hereinafter referred to as "CITY"), by and through its
20 attorneys of record Jeffry M. Dorocak, City Attorney, by Morgan Davis, Senior Assistant City
21 Attorney, and by Michelle Di Silvestro Alanis, Deputy City Attorney, and Complainant, Las Vegas
22 Peace Officers Association ("LVPOA") by and through its attorneys of record, Adam Levine of
23 the Law Office of Daniel Marks, hereby submit their Joint Status Report pursuant to the
24 Government Employee Management Relations Board's deliberation on April 29, 2026.

25 The Government Employee Management Relations Board's September 26, 2025, Order
26 Denying Respondent's Motion to Dismiss Complaint and Alternatively Granting Motion to Defer
27 the Complaint ("Order") deferred and stayed this matter pending the conclusion of the Arbitration
28 in the underlying grievance filed by Complainant.

1 The Arbitration took place on January 8, 2026, at 10:00 a.m. Post-Arbitration Briefs were
2 due on March 25, 2026, and submitted timely by both parties.

3 The Arbitration Award was issued on May 14, 2026. The Arbitrator found that City did not
4 violate Articles 1 and 25 of the Collective Bargaining Agreement which incorporates NRS Chapter
5 289 when it placed the correctional officer on indefinite unpaid suspension after the corrections
6 officer was charged with one or more felonies. Thus, LVPOA's grievance was denied.

7 At this time, the LVPOA is still looking at the issue to determine how to proceed.

8 DATED this 26th day of May, 2026.

DATED this 26th day of May, 2026.

9 JEFFRY M. DOROCAK
10 City Attorney

LAW OFFICE OF DANIEL MARKS

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Association

VOLUNTARY LABOR ARBITRATION TRIBUNAL
BEFORE
IMPARTIAL ARBITRATOR KENNETH A. PEREA

In the Matter of Arbitration)	
)	
Between)	
)	
CITY OF LAS VEGAS)	IMPARTIAL ARBITRATOR’S
)	
And)	FINDINGS
)	
LAS VEGAS PEACE OFFICERS ASSOCIATION)	AND
)	
)	AWARD
)	
Re: Maurice Washington Grievance)	
<hr/>)	

The above-entitled matter is conducted pursuant to the provisions of a Collective Bargaining Agreement (“Agreement”) effective July 1, 2022, and continuing in full force and effect through June 30, 2025, between City of Las Vegas (“City”) and Las Vegas Peace Officers Association (“LVPOA”). The parties agree the matters at issue are properly submitted for final and binding adjudication before Impartial Arbitrator Kenneth A. Perea.

I. THE HEARING

This dispute was heard pursuant to agreement of the parties via Zoom on January 8, 2026. Throughout the course of the hearing, both parties were afforded full opportunity to present sworn testimony, cross-examine witnesses and introduce documentary evidence. A verbatim transcript of the proceedings was thereafter prepared by Cynthia L. Gloe, RPR, Rocket Reporters. The matter was submitted upon post-hearing briefs. The grievant, Maurice Washington, who attended the entire proceedings and testified upon his own behalf, was fully and fairly represented by the LVPOA.

II. THE APPEARANCES

The grievant, Maurice Washington, and LVPOA were represented in the above-entitled matter by Adam Levin, Attorney at Law, Law Offices of Daniel Marks, 610 South Ninth Street, Las Vegas, NV 89101. City was represented by Jeffrey M. Dorocak, City Attorney, through Morgan Davis, Senior Assistant City Attorney, 495 S. Main Street, Sixth Floor, Las Vegas, NV 89101.

III. THE MATTERS AT ISSUE

The issues presented for adjudication in the instant proceedings may be stated in the following terms:

1. Did City violate Articles 1 and 25 of the Agreement which incorporates State of Nevada's Rights of Peace Officers' statutes under NRS Chapter 289, and/or any other provisions of Article 25 of the Agreement when it placed Corrections Officer Maurice Washington on indefinite unpaid suspension after Corrections Officer Maurice Washington was charged with one or more felonies?
2. If so, what is the appropriate remedy?

IV. THE FINDINGS OF FACT

In the early morning hours of Monday, May 12, 2025, City's Department of Public Safety ("DPS") received notification from Las Vegas Metropolitan Police Department ("LVMPD") that DPS Corrections Officer Maurice Washington ("CO Washington") had been arrested and was being held in custody at Clark County Detention Center pending investigation for Felony DUI resulting in the death of a pedestrian who was walking in a crosswalk.

DPS immediately prepared a Notice of Paid Leave to be served upon CO Washington following his release from custody and began gathering and reviewing information about his alleged criminal misconduct for purposes of making a determination concerning his future employment with DPS. Once LVPOA advised DPS that CO Washington had posted bail and

been released from custody, DPS obtained and reviewed documents reflecting CO Washington had been released from custody after posting bail of \$250,000 and placement under house arrest/electronic monitoring. DPS thereafter placed CO Washington on paid leave pending investigation.

DPS then obtained and reviewed LVMPD's police report concerning the May 12, 2025, arrest of CO Washington, which included his admissions, as well as physical evidence and statements documenting he had (1) been driving a vehicle at a high rate of speed, (2) earlier been drinking alcohol, (3) fatally struck a pedestrian in a crosswalk with his vehicle, (4) fled the scene of the collision with a pedestrian, and then (5) returned to the scene of the collision shortly thereafter visibly showing signs of impairment. A few days later, a criminal complaint was filed against CO Washington by Clark County's Office of the District Attorney. DPS thereafter obtained and reviewed a toxicology report concerning CO Washington indicating that blood alcohol samples taken of him reflected a significant level of intoxication due to alcohol consumption. After DPS obtained and reviewed the above information, it administratively concluded information existed to support the conclusion it was likely the felony charges pending against CO Washington were accurate.

On Thursday, May 22, 2025, Senior Assistant City Attorney Morgan Davis ("Senior Assistant City Attorney Davis") discussed the matter of CO Washington's DPS employment with representatives of LVPOA. Senior Assistant City Attorney Davis opined it appeared clear CO Washington had engaged in serious criminal activity on May 12, 2025, and that based upon what DPS had determined following its review of the before-mentioned documents, City did not intend to continue CO Washington's placement on paid leave at taxpayers' expense pending a final disposition of the criminal complaint filed against CO Washington.

By June 9, 2025, City and LVPOA were in the process of discussing a mutually agreeable date and times to conduct a pre-disciplinary, due process meeting regarding a Notice of Intent

to Place CO Washington on Leave without Pay. It was agreed a due process meeting would be scheduled for June 11, 2025, and the foregoing notice was served upon CO Washington and his LVPOA representative via email.

On June 11, 2025, a recorded pre-disciplinary, due process meeting concerning placement of CO Washington on Leave without Pay due to the events of May 12, 2025, was conducted. Following the meeting and consideration of LVPOA's contentions on CO Washington's behalf, City placed CO Washington on unpaid leave pending investigation.

On June 19, 2025, LVPOA, upon CO Washington's behalf initiated the subject grievance challenging City's determination he be placed on unpaid leave pending disposition of the criminal complaint filed against him. Pursuant to the Agreement between LVPOA and City, on June 30, 2025, a recorded grievance meeting before a representative of the City Manager's Office was conducted. At that time, LVPOA again asserted on CO Washington's behalf, "If you want the ability to suspend an officer without pay pending a criminal investigation, under the Bill of Rights, it must be negotiated. And it's not in our contract. It hasn't been negotiated."

On July 8, 2025, LVPOA's grievance on CO Washington's behalf was denied by the City Manager's Office. LVPOA thereafter timely referred the matter to arbitration before Impartial Arbitrator Kenneth A. Perea.

V. RELEVANT STATUTORY AND CONTRACTUAL PROVISIONS

RIGHTS OF PEACE OFFICERS

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NRS 289.057 Investigation of allegation of misconduct; law enforcement agency prohibited from taking certain actions during investigation; review of file by peace officer under certain circumstances; law enforcement agency prohibited from keeping or making record of investigation or punitive action; reassignment of peace officer under certain circumstances.

1. Except as otherwise provided in this subsection, an investigation of a peace officer may be conducted in response to a complaint or allegation that the peace officer has engaged in

activities which could result in punitive action. Any such investigation of a peace officer must be commenced by the law enforcement agency within a reasonable period of time after the date of the filing of the complaint or allegation with the law enforcement agency. A law enforcement agency shall not conduct an investigation pursuant to this subsection if the complaint or allegation is filed with the law enforcement agency more than 5 years after the activities of the peace officer occurred.

2. Except as otherwise provided in a collective bargaining agreement, a law enforcement agency shall not:

- (a) Suspend a peace officer without pay; or
- (b) Deny an increase in seniority or compensation, unless an investigation may lead to dismissal or demotion, during or pursuant to an investigation conducted pursuant to this section until all investigations relating to the matter have concluded.

...

NRS 289.090 Inapplicability of certain provisions to investigation concerning alleged criminal activities. The provisions of subsections 2, 3 and 4 of NRS 289.057 and NRS 289.060, 289.070 and 289.080 do not apply to any investigation which concerns alleged criminal activities.

ARTICLE I – RECOGNITION

Pursuant to the provisions of the Local Government Employee Management Relations Act, Chapter 288, Nevada Revised Statutes as amended, the City of Las Vegas (hereinafter call the “CITY”) recognizes the LAS VEGAS PEACE OFFICERS ASSOCIATION (hereinafter call the “ASSOCIATION”) as the exclusive representative of the eligible Department employees as hereinafter defined for the purpose of collective bargaining. The Association makes the Agreement in its capacity as the exclusive bargaining agent for the Department employees in the bargaining unit.

The City and the Association agree that, members of the Bargaining Unit who have “Peace Officer” status are covered by NRS 289 (Rights of Peace Offices). Both parties will also comply with future legislative changes to NRS 289. Those changes, if any, will supersede the rights listed below.

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ARTICLE 25 – DISCIPLINARY ACTION

Section 1. Grounds for Disciplinary Action

The City shall adhere to NRS 289, Peace Officers Bill of Rights when initiating discipline under this Article. The City will not take corrective or disciplinary action against an employee except for

just cause, as defined below. The city shall follow the disciplinary procedures set forth below in enforcing any discipline.

An employee shall be notified in writing of any possible disciplinary action within thirty (30) days of the incident-giving rise to the possible discipline, or within thirty (30) days of when the City discovers or reasonably should have discovered the facts supporting possible discipline. Except as otherwise noted in this paragraph, no disciplinary action shall be taken on incidents occurring six (6) months prior to the administration of disciplinary action.

Internal investigations will normally be completed within 60 days of complaint unless an extension is approved by the Chief or designee. Complainants will be informed of the status of the investigation at least every 30 days and/or if a case extension is granted.

The City shall make a determination of the level of disciplinary action meted out no later than thirty (30) days from the date of the first disciplinary meeting. The two thirty (30) day limitation periods and the six (6) month limitation period do not include vacation leave or any other leave taken by the employee.

An employee may appeal any written reprimand, demotion, suspension or other form of discipline through the grievance procedure of this contract, which shall be exclusive remedy for the appeal of disciplinary actions. Oral reprimands may not be grieved. Written reprimands may be grieved up to and through Step 3 - City Manager level of grievance procedure.

LVPOA representation shall be allowed at every level of discipline. Nothing in this paragraph shall be interpreted as prohibiting the application of progressive discipline as set forth in paragraph (B) based upon prior disciplinary action being taken against any employee.

Section 2. Progressive Disciplinary Action

The City and the Association recognize the principle of progressive discipline as the form of discipline to be used by the City. Discipline shall be progressive from a minor form of discipline to major disciplinary actions. Serious disciplinary offenses may result in the disciplinary procedure starting at some level other than an oral warning. Discipline steps may be skipped, depending on the severity of the offense. Nonetheless, skipping steps in the discipline process shall be the exception of the general rule requiring following progressive discipline.

Section 3. Progressive Discipline Steps - The usual progressive discipline steps are:

A. Oral Reprimand or Warning - This is the first disciplinary step taken by a supervisor which puts an employee on notice that the

employee's behavior or performance is not acceptable in specific and identifiable areas and that further unacceptable behavior or performance in the same area may result in more severe disciplinary action. The intent is for the supervisor to give the employee a clear notice that the specific behavior or performance should be corrected. Oral reprimands are to be documented in memo form with the supervisor and employee each signing and keeping a copy for their record. Copies of the memo are not to be placed in the employee's Department or Human Resources personnel file. Oral reprimands are valid for a period of up to nine (9) months.

B. Written Reprimand - This is the first level of discipline which is documented and which may be placed in the employee's personnel file. Supervisor shall document the violation and corrective action as identified in 1 above, on an Employee Interview form. The employee who is the subject of the disciplinary action will be allowed to read the Employee Interview form, may make any comments desired, and will then sign the form and may prepare a response to the allegations contained therein. That response, if prepared, shall be attached as a permanent part of the written reprimand. However, the failure of the employee to respond or deny the charges on the form shall not be interpreted as a waiver of any of the employee's rights under the agreement or as an admission that the allegations are true.

C. Suspension - Suspension may be used after a written reprimand has apparently not corrected the specific unacceptable performance or behavior or rule violations. Documentation is done on an Employee Interview form, as described in paragraph 2, above. Suspensions in excess of 40 hours must have the approval of the City Manager or designee.

D. Other Disciplinary Actions - After an employee has been suspended, if there is a continuation or reoccurrence of the problem that caused the suspension, the employee may be subject to more serious discipline. The same procedure regarding documentation and rebuttal must be followed, as in the case of a written reprimand or suspension. Examples are:

- a. Reduction in Classification - This involves the individual reducing in classification from the position currently held to one in a lower pay grade or one of lesser responsibility. This step should be used when the difficulties the employee is experiencing appear to stem from the level of duties and/or responsibilities of the position currently held.

- b. Reduction in Salary Step - When it can clearly be shown that a monetary punishment other than a suspension is appropriate, the employee's salary step may be reduced by one step for, a maximum of thirteen (13) pay periods, or withheld.

E. Termination - Termination is the final step of the progressive disciplinary process. Termination is used when other efforts to correct a disciplinary situation have failed or when the offense committed by the employee is a very serious nature as so to warrant immediate separation from employment.

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Section 7. Just Cause

Just Cause exists when an employee commits an act of substance relating to the character or fitness of the employee to perform official duties that is contrary to sound public practices or acceptable work performance. The following, although not all inclusive, shall constitute just cause:

- A. Conviction of an offense which is punishable as a felony or gross misdemeanor in the State of Nevada, conviction of an offense in any place other than the State of Nevada, which offense if committed in the State of Nevada, would be punishable as a felony or gross misdemeanor, or conviction of any offense which involves moral turpitude;
- B. Knowing violation of City or Department Rules and Regulations that do not conflict with the terms of this Agreement and have been properly approved by the City Manager or Chief Officer - Public Safety and have been punishable in writing and circulated;
- C. Solicitation of the public for money, goods or services which has not been approved in accordance with established departmental procedures;
- D. Acceptance of any substantial reward, gift or other form of remuneration, in addition to regular compensation for City related duties;
- E. Repeated incompetency, repeated inefficiency, repeated carelessness, abuse of sick leave, neglect of duties, unexplained and unapproved absence from duty, excessive absenteeism or tardiness, misuse of theft of City property, continuing or life-threatening safety violations, on the job alcohol, or other drug abuse, malfeasance, misconduct in office, conduct unbecoming an employee, or insubordination;

F. Physically striking or threatening a supervisory, managerial, or other employee;

G. Striking in violation of this Agreement, or of NRS 288;

The above grounds are not deemed all inclusive, but merely descriptive.

ARTICLE 26 – GRIEVANCE PROCEDURES

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Section 3. Grievance Procedure

Any dispute concerning interpretation or application of an expressed provision of this Agreement, departmental rules and regulations that violate a provision of this agreement or are applied in an unfair or inconsistent manner or a dispute regarding a disciplinary action taken against an employee shall be subjected to this grievance 6 procedure. It is agreed that the City has a right to discipline or discharge employees for just cause. Disciplinary actions, except oral reprimands, shall be subject to the Grievance Procedure. Oral reprimand is defined as a verbal warning, which is not placed within the employee's personnel file. The City shall have just cause for any disciplinary action.

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Section 4. Arbitration Procedures

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Decisions of the arbitrators shall be final; however, the arbitrator shall have no power to add to, subtract from, or modify the terms of this agreement and department Rules and Regulations, except to the degree when rules conflict with this Agreement; and shall make his decision within thirty (30) calendar days from conclusion of the hearing or as agreed upon by the parties.

NRS 289.057(2) Except as otherwise provided in a collective bargaining agreement, a law enforcement agency shall not suspend a peace officer without pay during or pursuant to an investigation conducted pursuant to this section until all investigations relating to the matter have concluded.

VI. THE PARTIES' CONTENTIONS

A. LVPOA's Contentions

In 2007, Nevada's Rights of Peace Officer statute ("NROPO") was amended by Assembly Bill 298 to add a new subsection (2) to NRS 289.057 which provides:

A law enforcement agency shall not suspend a peace officer without pay during or pursuant to an investigation conducted pursuant to this section until all investigations relating to the matter have concluded.

The above reference to "an investigation conducted pursuant to this section" refers to an internal investigation conducted by the agency employing the peace officer. (See NRS 289.057(1); *City of Las Vegas v. Las Vegas Police Protective Association*, 561 P.3d 1059, 1062 (2025) (an investigation pursuant to NRS Chapter 289 "is an 'internal' one").)

In the 2011 legislative session, NRS 289.057(2) was again amended by Assembly Bill 265 to add the language, "Except as otherwise provided in a collective bargaining agreement" to the beginning of the statutory language. Therefore, from 2011 through the present the statute has unambiguously stated as follows:

Except as otherwise provided in a collective bargaining agreement, a law enforcement agency *shall not suspend a peace officer without pay during or pursuant to an investigation* conducted pursuant to this section until all investigations relating to the matter have concluded. (Emphasis added.)

The language of the foregoing statute is clear and unambiguous. If a law enforcement agency wishes to be able to suspend a peace officer without pay prior to the completion of all investigations, the agency must negotiate such a provision into a collective bargaining agreement. In the absence of such a provisions, a law enforcement agency may not do so.

City has no provision within its Agreement with LVPOA permitting it to suspend indefinitely and without pay a peace officer who has been charged with a felony such as CO Washington. When City informed LVPOA that it was intending to convert CO Washington's paid administrative leave to an indefinite unpaid suspension as a result of felony charges

pending against him, LVPOA immediately informed City it had to negotiate to add such a right into the Agreement with LVPOA. The parties were in open contract negotiations at the time and invited City to make such a proposal. At CO Washington's initial hearing before Deputy Chief Matthew Triplett in connection with the notice of intent to impose such an indefinite suspension without pay, LVPOA reiterated that this needed to be negotiated and that City had not done so despite the open contract negotiations. The obligation to bargain such was raised yet again at the Step 3 grievance hearing before Assistant City Manager Tim Hacker. Despite the willingness of LVPOA to consider a proposal by City for the ability to suspend peace officers without pay when charged with felonies pending the outcome of the criminal charges, City never sought to do so.

Nevada's Rights of Peace Officers statutes ("NROPO") are incorporated into LVPOA's Agreement with City. Because the Agreement does not grant City the ability to suspend peace officers without pay based upon mere arrest or charges, changing CO Washington from paid administrative leave to indefinite leave without pay status violated the terms of the Agreement. The Impartial Arbitrator must therefore conclude City violated the Agreement upon placing CO Washington on unpaid leave and order he be made whole for all loss of pay and benefits.

B. City's Contentions

Suspension without pay resulting from serious criminal charges like those alleged against CO Washington do not implicate due process. City's position is that given the serious nature of the allegations, once there were positive assurances that CO Washington had engaged in alleged serious criminal activities, taxpayers should not have to provide him with paid leave while he was under house arrest awaiting disposition of criminal charges. NRS 289.057(2) clearly and expressly does not apply to situations like this involving allegations of serious criminal activities. The first and every subsequent Agreement agreed to by the parties incorporated City's Civil Service Rules which provided for non-disciplinary suspension without

pay, and no provision was ever negotiated that was in conflict with that. Given all these reasons, during its negotiations with LVPOA, City did not need to pay a ransom in the form of new quid pro quo for an existing right.

In *Gilbert v. Homar*, 520 U.S. 924, 117 S.Ct. 1807, 138 L.Ed 2d 120 (1997), the United States Supreme Court reviewed the suspension without pay of a law enforcement officer following his arrest on felony charges. That unanimous opinion contained several important points. Most significantly, the High Court held:

On the other side of the balance, the State has a significant interest in unilaterally suspending, when felony charges are filed against them, employees who occupy positions of great public trust and high public visibility, such as police officers. Respondent contends that the interest in maintaining public confidence could have been accommodated by suspending him with pay until he had a hearing. We think, however, that the government does not have to give an employee charged with a felony a paid leave at taxpayer expense. If his services to the government are no longer useful once the felony charge has been filed, the Constitution does not require the government to bear the added expense of hiring a replacement while still paying him. (*Id.* at 932, 1813.)

In holding the employee was not entitled to due process prior to the suspension without pay based on his arrest and drug-related charges, the High Court first utilized a familiar balancing test that used three distinct factors: 1) the private interest affected by the official action; 2) the risk of erroneous deprivation of such interests through the procedure used and the probative value of additional or substitute procedures; and 3) the government interest. It is the position of City that the action in this case was not a disciplinary suspension or de-facto termination case, and just cause, including due process considerations of notice and opportunity to be heard prior to a decision, are not at issue. Nonetheless, it must be noted that City made sure to provide those hallmark elements in this matter. Stated differently, although it was not required to do so, City still provided CO Washington and LVPOA meaningful notice and opportunity to be heard before it took the action in question. Of the three factors balanced, the High Court made clear to indicate the most important was the risk of erroneous deprivation and

the likely value of any additional procedures. (*Id.* at 933, 1813.) In analyzing that factor, the High Court made clear that the arrest and filing of charges are positive assurances that there were reasonable grounds to support the suspension without pay, stating, “First, as with an indictment, the arrest and formal charges imposed against the respondent ‘by an independent body demonstrat[e] that the suspension is not arbitrary.’” (Citation omitted.) Second, like an indictment, the imposition of felony charges “itself is an objective fact that will in most cases raise serious public concern.” (*Id.* at 934, 1814.) The High Court noted that an arrest and being formally charged “. . . serve to assure that the state employer’s decision to suspend the employee is not ‘baseless or unwarranted,’ in that an independent third party has determined there is probable cause to believe the employee committed a serious crime.” (*Id.* at 934, 1814.) With those factors in mind, it is important to understand and appreciate the steps DPS undertook, the information that resulted from and was reviewed from those efforts, and the extremely high level of assurances that existed that City action was not arbitrary, baseless or unwarranted.

DPS diligently obtained and reviewed information that provided positive assurances CO Washington had engaged in the criminal activities alleged before proceeding to place him on unpaid leave pending disposition of the criminal charges against him.

It is also significant to note that while DPS moved promptly, it did not rush to judgment based merely on CO Washington’s arrest. Rather, DPS diligently gathered and reviewed information, and only once it became abundantly clear that there was an extremely high level of assurances that the charges were true, and not baseless, did City act.

Before taking the action, DPS gathered and reviewed a significant amount of information. For example, once DPS was notified by LVMPD, a neighboring law enforcement agency, that CO Washington was arrested and in custody as a part of their investigation of alleged criminal activities, DPS took several affirmative steps to confirm the basic facts. A DPS representative went to Clark County Detention Center and confirmed CO Washington was in

custody. Thereafter, DPS obtained and reviewed the police report. That report reflected several witnesses reporting seeing a black Mercedes Benz strike a pedestrian and flee the scene. It noted LVMPD officers responded and found a pedestrian at the scene who was pronounced dead. It also reflected LVMPD officers located physical evidence at the scene that was determined to be from a black Mercedes Benz. Further, the police report reflected that CO Washington's cousin appeared at the scene and confirmed CO Washington drove a black Mercedes; placed CO Washington at a Hookah Lounge shortly before the accident; indicated that CO Washington had hit someone with that car; and that CO Washington told him he was going to return to the scene. Further, the police report indicated CO Washington himself appeared at the scene and showed signs of impairment; confirmed the collision occurred; and indicated he had left the scene, and where he left the car, which was then located by LVMPD. The report also reflected that CO Washington failed a field sobriety test, was transported to custody where a warrant was obtained from a judge based on probable cause, and blood alcohol samples were collected for testing. DPS later determined that CO Washington had appeared before a judge for a 72-hour hearing, who, like the judge who signed the warrant for the blood test, represented another independently made determination of "probable cause." DPS also confirmed that a significant bail amount had been set, because the State had provided the court clear and convincing evidence that no less restrictive alternative to monetary bail would satisfy its interest in ensuring the defendant's presence and community safety. DPS also independently confirmed the release order was based not only on \$250,000 bail, but Electronic Monitoring – High Level, which is house arrest with an ankle monitor. At this point, DPS still continued to closely monitor the situation and confirmed, obtained and reviewed a formal Criminal Complaint that was filed by the District Attorney's Office, charging multiple felonies. This demonstrated that a third independent authority, the District Attorney, had undergone a screening process and determined there was sufficient cause to believe the allegations would be

proved beyond a reasonable doubt. The timing of the Complaint, and the specific factors and allegations that were pled, particularly a resulting death, led DPS to conclude that the blood alcohol results had been requested and received on an expedited basis, and were positive. DPS did not rest on that logical assumption, but rather independently obtained and reviewed those results as well. The results of two separately collected samples showed significant levels of impairment approximately twice the legal limit. At this point, it was abundantly clear the charges were not only extremely serious, but there was significant evidence the charges were true.

NRS 289.057, the basis for LVPOA's grievance in this matter, was not originally part of the Nevada Police Officers Bill of Rights but was added in 2005. Significantly, as originally adopted in 2005, that section contained no reference to suspension without pay. However, at the time of its adoption, a conforming change to NRS 289.090 was also made, expressly indicating that new section, like 289.060, 289.070, and 289.080 had previously been, were not applicable to any investigation which concerns alleged criminal activities. In 2007, section 2 of NRS 289.057 was inserted stating, "a law enforcement agency shall not suspend a peace officer without pay during or pursuant to an investigation conducted pursuant to this section until all investigations related to the matter have concluded." When adopted, that section was expressly made inapplicable to investigations that include allegations of criminal activities. The current version of NRS 289.057, which recognized that Agreement provisions could allow for suspension as a result of administrative allegations, was added in 2011. It was clear that as adopted the section also never applied to situations like the one here involving criminal activities.

LVPOA's grievance on behalf of CO Washington must be denied for the reasons stated above.

VII. DISCUSSION AND CONCLUSIONS

In the above-entitled matter, LVPOA challenges DPS' decision changing CO Washington's employment status from leave with pay to leave without pay pending Justice Court, Las Vegas Township, Clark County Nevada's disposition of criminal complaint charges against him. According to LVPOA, NROPO codified at NRS Chapter 289, NRS 289.057(2) provides,

Except as otherwise provided in a collective bargaining agreement, a law enforcement agency *shall not suspend a peace officer without pay* during or pursuant to an investigation conducted pursuant to this section until all investigations relating to the matter have concluded. (Emphasis added.)

In its grievance upon CO Washington's behalf, LVPOA reasons that because DPS suspended CO Washington without pay prior to the Justice Court's disposition of felony criminal charges then pending against him, the above-quoted provision of NRS Chapter 289.057(2) was violated and CO Washington must accordingly be made whole by issuance of an award including backpay and all fringe benefits due him until such time as the Justice Court's disposition of the before-mentioned criminal complaint charges pending against him.

It is a well-accepted principle of statutory interpretation that "no part of a statute should be rendered nugatory, nor any language turned to mere surplusage, if such consequences can properly be avoided." (*Paramount Ins. v. Rayson & Smitley*, 86 Nev. 644, 649, 472 P.2d 530, 533 (1970) (quoting *Torreyson v. Board of Examiners*, 7 Nev. 19, 22 (1871).) "Courts must construe statutes . . . to give meaning to all of their parts and language . . . the court should read each sentence, phrase, and word to render it meaningful within the context of the purpose of the legislation." (*Bd. of County Comm'rs v. CMC of Nevada*, 99 Nev. 739, 744, 670 P.2d 102, 105 (1983).)

It is clear that NRS Chapter 289.057(2) forbids suspension of a peace officer without pay during or pursuant to an investigation until all investigations related to the matter have been

concluded. The foregoing requirement, however, was adopted contemporaneously with passage of NRS 289.090 which explicitly provides, “subsections 2, 3 and 4 of NRS 289.057 and NRS 289.060, 289.070 and 289.080 *do not apply* to any investigation which concerns alleged criminal activities.” (Emphasis added.)

Because it is clear the investigation of CO Washington at issue in this matter involved alleged criminal activities committed on May 12, 2025, due to his driving a motor vehicle while intoxicated, fatally striking a pedestrian in a crosswalk with his motor vehicle and then fleeing the scene of the accident, it is undisputed the investigation of CO Washington, due to the foregoing circumstances, concerned alleged criminal activities. As quoted above, however, NRS 289.090 clearly exempts from NRS 289.057(2)’s requirements “any investigation which concerns alleged criminal activities.” To construe the requirements of NRS 289.057(2) under the foregoing circumstances in the absence of consideration of NRS 289.090’s exemption terms would render the latter statutory provisions to be surplusage in clear contravention of accepted statutory interpretation principles.

It therefore follows that the investigation of CO Washington due to the before-mentioned events of May 12, 2025, was exempt from NRS 289.057(2)’s requirement that a law enforcement agency may not suspend a peace officer without pay during or pursuant to an investigation until all investigations relating to the matter have been concluded except as otherwise provided in a collective bargaining agreement. Following careful review, it is furthermore concluded the parties’ Agreement did not otherwise require CO Washington could only be suspended with pay pending investigation of his alleged criminal activities on May 12, 2025.

DPS did therefore not violate NRS 289.057(2), as incorporated into the parties’ Agreement, by suspending CO Washington without pay pending disposition of alleged felony criminal charges. LVPOA’s grievance on CO Washington’s behalf must accordingly be denied.

AWARD

City did not violate Articles 1 and 25 of the Agreement which incorporates State of Nevada's Rights of Peace Officers' statutes under NRS Chapter 289, and/or any other provisions of Article 25 of the Agreement when it placed Corrections Officer Maurice Washington on indefinite unpaid suspension after Corrections Officer Maurice Washington was charged with one or more felonies.

Dated: May 14, 2026
Del Mar, California

Kenneth A. Perea

**KENNETH A. PEREA
IMPARTIAL ARBITRATOR**