

IN THE SUPREME COURT OF THE STATE OF NEVADA

LAS VEGAS METROPOLITAN POLICE
DEPARTMENT, A NEVADA POLITICAL
SUBDIVISION,

Appellant,

vs.

CHRISTOPHER WILLIAMS,

Respondent.

No. 35093

FILED

DEC 15 2000

JANETTE M. BLOOM
CLERK OF SUPREME COURT
BY: 
CHIEF DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from an order granting summary judgment in favor of respondent, Christopher Williams, upholding his right to arbitrate his non-confirmation as a probationary police officer under a collective bargaining agreement (the "agreement") between his former employer, the Las Vegas Metropolitan Police Department (the "Department") and the Las Vegas Police Protective Association Metro, Inc., (the "Association"), the exclusive bargaining representative of Department officers.

The Department argues that the district court erred in granting Williams' motion for summary judgment.¹ We review orders granting summary judgment de novo. See *Kopicko v. Young*, 114 Nev. 1333, 971 P.2d 789 (1998).

It is undisputed that the agreement provides for arbitration for Association members covered by the agreement. The essential question, therefore, is whether the agreement covers probationary officers such as Williams. We conclude that the agreement covers probationary officers and,

¹Summary judgment is only appropriate when, after a review of the record viewed in a light most favorable to the nonmoving party, there remain no issues of material fact and the moving party is entitled to a judgment as a matter of law." *Lipps v. Southern Nevada Paving*, 116 Nev. _____, _____, 998 P.2d 1183, 1184 (2000); see also NRCP 56(c).

therefore, that the district court did not err in ordering the dispute to arbitration.

Standard principles of contract interpretation guide our analysis. See Clark Co. Public Employees v. Pearson, 106 Nev. 587, 590, 798 P.2d 136, 137 (1990) (holding that whether a collective bargaining agreement provides for arbitration "is essentially a question of construction of a contract"). Our conclusion is drawn from the plain language of the Agreement. See Love v. Love, 114 Nev. 572, 580, 959 P.2d 523, 529 (1998) (holding that "[w]here language in a document is clear and unambiguous on its face, the court must construe it based on this plain language"). In particular, we observe that Article 2 sets forth the "Scope of Agreement." The class "Police Officer I" is on the "List of Eligible Classes" included within the "Scope of Agreement." Williams offered undisputed evidence that, as a probationary officer, he is a member of the "Police Officer I" class. Accordingly, Williams is covered by the agreement including the "Grievance Procedure" set forth in article 12, which provides for arbitration.²

The Department next contends that the district court erred by failing to publish findings of fact and conclusions of law addressing every theory the Department raised below. We conclude that this contention lacks merit. See NRCP 52(a) (stating that the district court is not required to issue specific findings of fact or conclusions of law "on decisions of motions under Rules 12 or 56 [(summary judgment)] or any other motion").

²Because we find the clear language of the agreement explicitly covers probationary officers such as Williams, we need not address the parties' arguments regarding whether this dispute should be presumed arbitrable. For this same reason, we need not consider the parol evidence offered by the Department, namely the Civil Service Rules and the annotations to the 1997 agreement.

Finally, we have considered the case law offered by the Department and conclude that it is not sufficiently analogous to assist our analysis. Accordingly, we affirm the order of the district court.

Rose, C.J.
Rose

Young, J.
Young

Becker, J.
Becker

cc: Hon. Lee A. Gates, Chief Judge
Allf & Paustian
John Dean Harper
Kathryn A. Werner
Clark County Clerk