

1 STATE OF NEVADA
2 LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT
3 RELATIONS BOARD
4

5 INTERNATIONAL ASSOCIATION OF
6 FIRE FIGHTERS, LOCAL 731,

7 Complainant,

8 vs.

9 CITY OF RENO,

10 Respondents.

) ITEM NO. 735

) CASE NO. A1-045985

) **ORDER**

11
12 For Complainant: International Association of Fire Fighters, Local 731, and their attorney
Laurence Peter Digesti, Esq.

13 For Respondents: City of Reno, and their attorney Donald L. Christensen, Esq.

14 This matter came on before the State of Nevada, Local Government Employee-
15 Management Relations Board ("Board"), on September 28, 2010 for consideration and decision
16 pursuant to the provisions of the Local Government Employee-Management Relations Act ("the
17 Act"); NAC Chapter 288, NRS chapter 233B, and was properly noticed pursuant to Nevada's
18 open meeting laws.

19 On July 21, 2010 Respondent City of Reno ("the City") filed a motion, asking the Board
20 to dismiss this case. Complainant International Association of Firefighters, Local 731 ("the
21 Association") filed an Opposition on August 9, 2010, and the City filed a Reply on August 18,
22 2010.

23 The operative facts are not in dispute between the parties. The Complaint is based upon
24 statements that a Reno City Councilman, Councilman Aiazzi, made to the media regarding the
25 negotiation of a new collective bargaining agreement between the City and the Association, as
26 well as statements and actions taken at a Reno City Council meeting that approved Councilman
27 Aiazzi's request to place the question of staffing levels before the public in the form of a non-
28 binding advisory question on the November 2010 ballot.

1 The Complaint asserts three claims arising under NRS Chapter 288, each of which are
2 discussed in turn.

3 Interference, Restraint or Coercion of a Protected Right

4 The Association's complaint alleges that the actions of Councilman Aiazzi constituted a
5 prohibited labor practice under NRS 288.270(1)(a) which makes it a prohibited labor practice for
6 a local government employer to "[i]nterfere, restrain or coerce any employee in the exercise of
7 any right guaranteed under [the Act]." The City asserts that Councilman Aiazzi's statements are
8 not a prohibited labor practice under this section. We agree with the City.

9 The Association does not identify which rights it claims are being interfered with or
10 restrained by way of these actions. To the extent that the Association is claiming an interference
11 with its right to negotiate a collective bargaining agreement with the City, we see no such
12 interference. Councilman Aiazzi's statements demonstrate no interference with that right, and the
13 resolution to place staffing levels before public vote is not an interference with any right under
14 the Act because such a vote is non-binding and does not supplant the bargaining processes
15 contemplated by the Act.

16 Domination, Interference or Assistance in Organization Administration.

17 The Association also asserts that Councilman Aiazzi's statements dominated or interfered
18 with the formation or administration of the Association. See NRS 288.270(1)(b). We do not see
19 any facts, either in the Complaint or the Opposition, which could support a finding that the City
20 dominated the Association's administration. There were no allegations of any internal meddling
21 in the Association by the City, and no basis for the Complaint to move forward against the City.

22 Failure to Bargain in Good Faith

23 Finally, the Association asserts that the City failed to bargain in good faith. The evidence
24 proffered by the Association to support this allegation is that the City chose to discuss staffing
25 issues to the local newspaper and to local television channels. However, even the Association
26 acknowledges that these comments were made after the City had declared impasse in the
27 negotiations. See Opposition to Motion to Dismiss, p. 17.

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1 4. The statements made by Councilman Aiazzi, as identified in the Complaint, do not
2 dominate or interfere with the Association's administration and therefore do not violate NRS
3 288.270(1)(b).

4 5. The statements made by Councilman Aiazzi, as identified in the Complaint, occurred
5 after the parties had reached impasse in negotiations and therefore do not violate NRS
6 288.270(1)(e).

7 6. Dismissal of this case is appropriate pursuant to NAC 288.375(1)(a).

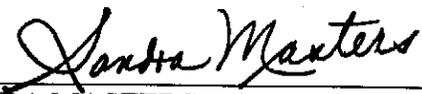
8 **ORDER**

9 It is hereby ordered that, pursuant to NAC 288.375(1)(a), this case be dismissed.

10 DATED this 5th day of October, 2010.

11 LOCAL GOVERNMENT EMPLOYEE-
12 MANAGEMENT RELATIONS BOARD

13 BY: 
14 SEATON J. CURRAN, ESQ., Chairman

15 BY: 
16 SANDRA MASTERS, Vice-Chairman

17 BY: 
18 PHILIP E. LARSON, Board Member
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CASE NO. A1-045985

NOTICE OF ENTRY OF ORDER

11 TO: International Association of Fire Fighters, Local 731, and their attorney Laurence Peter
12 Digesti, Esq.

13 TO: City of Reno, and their attorney Donald L. Christensen, Esq.

14 PLEASE TAKE NOTICE that an ORDER was entered in the above-entitled matter on
15 October 5, 2010;

16 A copy of said order is attached hereto.

17 DATED this 5th day of October, 2010.

18 LOCAL GOVERNMENT EMPLOYEE-
19 MANAGEMENT RELATIONS BOARD

20 BY


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JOYCE HOLTZ, Board Secretary

1 CERTIFICATE OF MAILING

2 I hereby certify that I am an employee of the Local Government Employee-Management
3 Relations Board, and that on the 5th day of October, 2010, I served a copy of the foregoing
4 ORDER by mailing a copy thereof, postage prepaid to:

5 Laurence Peter Digesti, Esq.
6 485 West Fifth Street
7 Reno, NV 89503

8 Donald L. Christensen, Esq.
9 Reno City Attorney's Office
10 PO Box 1900
11 Reno, NV 89505

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JOYCE/HOLTZ, Board Secretary