

LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

RENO POLICE PROTECTIVE ASSOCIATION,

Complainant,

vs.

CITY OF RENO, a municipal corporation,

Respondent.

Case No. A1-045294

DECISION

On March 16, 1975, the City of Reno took out an advertisement in the Nevada State Journal, a Reno, Nevada newspaper. The ad was captioned "Attention Citizens of Reno" and subtitled "A Message from City Hall about negotiations with Police and Fire organizations." An introductory statement was followed by a breakdown of the Reno Police Protective Association demands in that negotiation year; after the breakdown of demands, was the following sentence: "The \$3,235,030 increase for the RPPA if they were to receive 100% of their demands, would cost every man, woman and child living within the City of Reno \$35.94 per year to cover the added cost." The City's counterproposals were set forth below this statement in narrative form. That portion of the ad relating to the Reno Firefighters Association is not in issue in this case.

By complaint filed January 30, 1976, the Police Association requests that we find the publication of the advertisement to be a breach of good faith bargaining, a violation of NRS 288.270(1)(e), and that we order the City to desist from such conduct in the future.

Prior to the presentation of substantive evidence, the City moved to dismiss the complaint asserting that it was not timely

filed. The provisions of Section 10(b) of the National Labor Relations Act were cited in support of this contention. That section of the NLRA provides a 6 months statute of limitations on claims of unfair labor practices. The Local Government Employee-Management Relations Act, however, contains no limitation on actions. Further, the general statutory provisions in Nevada governing limitations on actions contained in NRS Chapter 11 set forth, as the most restrictive limitation on any action, a period of one year.

The provisions of NRS 288.110(2) vest us with the jurisdiction to enforce, and, when necessary, interpret the provisions of NRS Chapter 288. The establishment of a limitation on actions filed under the Chapter is a matter of Legislative concern, not a matter of our interpretation of any given statute. We defer to their authority in this area, and, for lack of statutory limitation on the filing of this action or a clear showing that there was an unreasonable delay in filing the complaint, we deny the motion to dismiss and turn to the substantive matters raised by the complaint.

The testimony adduced at the hearing indicated that the City's costing of the demands in the advertisement, resulting in what was stated to be a \$3,235,030 increase in cost, was based not solely upon the out-of-pocket costs that would be incurred in meeting the demands. The figures included what the City's accountant indicated were "loss of productivity" calculations as well. The actual out-of-pocket costs were added to these loss of productivity figures to arrive at the \$3,235,030 figure.

Although an accountant or one well versed in the field of accounting might well understand that the calculations included moneys which would have to be budgeted and additional figures showing loss of productivity, the advertisement was not directed to

either accountants or those well versed in accounting procedures. The advertisement was, as indicated by its entitlement, directed to the citizens of Reno. Because of the probable inability of the concerned citizen to differentiate between various types of costing understood by accountants and actual out-of-pocket costs from their tax dollars, the advertisement was misleading. Further, the statement that "[t]he \$3,235,030 increase for the RPPA if they were to receive 100% of their demands, would cost every man, woman and child living within the City of Reno \$35.94 per year to cover this added cost" would clearly indicate to a reasonable man that the cost was in actual tax dollars that would have to be budgeted.

The publication of such information which would mislead the general readership to which it is directed does not foster good faith collective bargaining and we find it to be in violation of the provisions of NRS 288.270(1)(e).

We turn now to the second claim for relief, that the City be ordered to desist from such conduct in the future. Since we deem it our function to foster and not stifle the collective bargaining process, we direct that any future such publications by the City of Reno be in conformity with two criteria. First, any advertisement published by the City must be in conformity with the applicable ground rules for that year's negotiations, which may or may not limit, forbid or otherwise circumscribe publication of information. Second, should the City determine to publish monetary information in conformity with the ground rules for negotiation, such information shall be prepared with the proposed readership of the article considered and with monetary figures for out-of-pocket expenditures clearly distinguished from figures which reflect loss of productivity or other recognized accounting calculations which do not call for the actual budgeting of tax dollars.

FINDINGS OF FACT

1. That the complainant, Reno Police Protective Association, is a local government employee organization recognized by the respondent.

2. That the City of Reno is a local government employer.

3. That on March 16, 1975, the City of Reno took out an advertisement in the Nevada State Journal, a Reno, Nevada newspaper.

4. That the advertisement set forth the City's costing of the Association's demands in negotiations in that year and included a statement that, "[t]he \$3,235,030 increase for the RPPA if they were to receive 100% of their demands, would cost every man, woman and child living within the City of Reno \$35.94 per year to cover this added cost."

5. That the cost figures in the advertisement included not only actual out-of-pocket costs, but, also, loss of productivity cost calculations.

6. That the advertisement was directed to the citizens of Reno, Nevada.

7. That the advertisement was misleading to the general readership to whom it was directed.

CONCLUSIONS OF LAW

1. That under the provisions of Chapter 288 of the Nevada Revised Statutes, the Local Government Employee-Management Relations Board possesses original jurisdiction over the parties and subject matter of this complaint.

2. That the complainant, Reno Police Protective Association, is a local government employee organization within the term as defined in NRS 288.040.

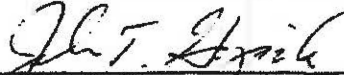
3. That the respondent, City of Reno, is a local government employer within the term as defined in NRS 288.060.


4. That the publication on March 16, 1975, of an advertisement in the Nevada State Journal directed to the citizens of the City of Reno constituted a violation of NRS 288.270(1)(e).

The parties shall proceed in conformity with this decision.

Dated this 11th day of March, 1976.


Christ N. Karamanos, Chairman


John T. Gojack, Vice Chairman


Dorothy Eisenberg, Board Member