	STATE OF NEVADA		
(*)	LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT		
	RELATIONS BOARD		
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:	RENO POLICE PROTECTIVE ASSOCIATION,		
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8	RENO POLICE DEPARTMENT and) CITY OF RENO,) DECISION Respondents.		
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10	For Complainant: Michael E. Langton, Esq.		
11	For Respondents: Donald L. Christensen, Esq. Reno City Attorney's Office		
12	Relio City Allomey's Office		
13	STATEMENT OF THE CASE		
14	On June 9, 1998, the Reno Police Protective Association (Union) filed a Complaint alleging		
· 15	that the Reno Police Department and City of Reno (City) committed prohibited practices by (1)		
16	unilaterally changing the hours of work of some employees in the Detective Division; (2) not		
17	allowing Officer Ronald P. Dreher (Dreher) to attend a March 3, 1998 meeting involving Officer		
18	Brad Norman (Norman); (3) the issuance of a order and memoranda from Chief Jerry Hoover		
19	(Hoover) regarding trainees carrying their weapons off-duty; (4) transferring Officer David		
20	Kuzemchak (Kuzemchak) from the Consolidated Narcotics Unit (CNU); and (5) transferring Dreher		
21	from the Major Crime Unit (MCU). The City filed its answer on September 1, 1998, denying that		
22	any prohibited practices had occurred.		
23	The Local Government Employee-Management Relations Board (Board) held this action in		
24	abeyance pending the outcome of an arbitration between the parties on issues contained in the		
25	Union's Complaint. On June 21, 1999, the Board received notice from the Union that the arbitration		
26	had ended. Thereafter, the Board set this action for hearing.		
-7	The Board conducted a hearing on September 16 and 17, 1999, noticed in accordance with		
28	Nevada's Open Meeting Law, at which the Board heard oral argument from counsel and testimony		

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457 - I

1 from four witnesses. The Board has also received and reviewed the hearing exhibits and the pre-2 hearing statements from the Union and the City. 3 Pursuant to the Board's deliberations at its meetings of December 9, 1999, and January 11, 2000, noticed in accordance with Nevada's Open Meeting Law, on the Union's Complaint, the 4 5 Board decides and rules as follows: 6 FINDINGS OF FACT 7 1. In or about June 1997, the City hired Hoover as Chief of the Reno Police Department. 8 2. In or about January 1998, an audit commissioned by the City recommended that the City place 37 more officers in the Patrol Division. 9 10 3. In or about January 1998, Dreher was a detective in the MCU, and Kuzernchak was a detective in the CNU. 11 4. 12 On February 25, 1998, Deputy Chief Jim Weston (Weston) issued a memorandum 13 adding thirty minutes to the lunch break for Detective Division employees working an expanded day shift. 14 5. 15 Westin did not bargain with the Union about his change to the lunch break. 6. 16 On April 14, 1999, Arbitrator David Robinson ruled that Weston's February 25, 1998 17 memorandum violated the parties' collective bargaining agreement. 7. 18 Dreher is currently the Union's Executive Director, and was the Union President at the times the alleged prohibited practices occurred. 19 20 On March 3, 1998, Sergeant Kelly Dean (Dean), Lieutenant Linda Dits and Deputy 8. 21 Police Chief Ron Glensor (Glensor) met with Norman to discuss a February 24, 1998 memorandum authored by Norman. 22

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23 9. Prior to the March 3, 1998 meeting, Dean told both Dreher and Norman that the
24 meeting would not be disciplinary in nature.

25 10. Nonetheless, Norman requested that Dreber be allowed to artend the March 3, 1998
26 meeting.

11. At the start of the March 3, 1998 meeting, Glensor informed Dreher and Norman that
the meeting would not be disciplinary in nature and could not lead to discipline.

12. Thereafter, at the March 3, 1998 meeting. Dreher admitted that the City had the right 1 2 to exclude him from that meeting. 13. 3 Glensor then asked Dreher to leave the meeting, which Dreher did. 14. 4 The City did not discipline either Dreher or Norman as a result of the March 3, 1998 5 meeting 6 15. On April 15, 1999, Arbitrator John M. Caraway ruled in favor of the City with respect 7 to the treatment of Dreher during the City's March 3, 1998 meeting with Norman. 8 16. On February 9, 1998, Hoover issued an order prohibiting trainces from carrying their 9 department weapons off-duty. 10 17. Dreher responded in part to Hoover's February 9, 1998 order by filing a February 18, 11 1998 grievance, which takes a somewhat condescending tone toward Chief Hoover. 12 18. On or about April 1, 1998, Hoover rescinded his prohibition against trainees carrying 13 their department weapons off-duty. 14 19. In or about October 1997, Kuzemchak filed a complaint against Sergeant Jeff Kaye (_.5 (Kave). The City disciplined Kaye as a direct result of Kuzemchak's complaint. 16 20. 17 21. In or about February 1998, Hoover asked for a volunteer from the CNU and a volunteer from the MCU to transfer to the Patrol Division. 18 19 22. Hoover said if he did not get any volunteers, then the most senior detective in the 20 respective units would be transferred to the Patrol Division. 21 23. Kuzemchak informed Lieutenant Ross that if a position were going to be transferred from the CNU to the Patrol Division, then he would be the officer to leave the CNU. 22 23 24. At the time of his transfer, Kuzemchak was the second most senior detective in the CNU. 24 25. Kuzemchak never told anyone in management that he was not the most senior 25 detective in the CNU. 26 77 26. In early 1998, Officer David Jenkins (Jenkins) was a detective in the MCU. 111 28

1	27.	Sergeants Jeff Partyka and McPartland tried to discourage Jenkins from volunteering	
2	for the transfer to the Patrol Division.		
3	28.	Jenkins said he would be willing to transfer to the Patrol Division in June 1998, when	
4	his wife could start working full-time.		
5	29.	Nonetheless, the City transferred Dreher to the MCU.	
6	30.	After Dreher's transfer, the City failed to transfer any additional detective positions	
7	to the Patrol Division as Chief Hoover had initially proposed.		
8	31.	The City transferred Dreher to the Patrol Division due to his union activity and/or for	
9	personal or political reasons.		
10	32.	Dreher returned to the MCU on or about January 4, 1999.	
11	33.	Dreher retired from the Reno Police Department in or about August 1999.	
12	CONCLUSIONS OF LAW		
13	1.	The Local Government Employee-Relations Board has jurisdiction over the parties	
14	and the subject matter of the Union's Complaint pursuant to the provisions of NRS Chapter 288.		
15	2.	The City is a local government employer as defined by NRS 288.060.	
16	3.	The Union is an employee organization as defined by NRS 288.040.	
.17	4.	The hours of the workday, including the time allotted for a lunch break, is a	
18	mandatory subject of bargaining.		
19	5.	Although Westin did not act in bad faith when he issued the February 25, 1998	
20	memorandum	, he still failed to bargain with the Union as required by NRS 288.150.	
21	6. .	Thus, the City committed a prohibited practice by unilaterally changing the hours of	
22	work of some employees in the Detective Division.		
23	7.	Due to Arbitrator David Robinson's April 14, 1999 decision invalidating the	
24`	memorandum, the Union's remedy request on this issue has become moot.		
25	8.	Norman did not have any right to have Dreher present at the March 3, 1999, since	
26	both he and Dreher were told that the meeting would not be disciplinary in nature and could not lead		
27	to discipline.		
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19.There is no credible evidence that Dreher was precluded from the March 3, 19982meeting to discourage Union membership.

3 10. The Union has failed to prove that Dreher was precluded from the March 3, 1998
4 meeting to discourage Union membership.

5 11. With respect to Chief Hoover's April 1, 1998 memorandum, his "poor choice of 6 words" therein do not raise to the level of a prohibited practice.

7 12. Rather, Hoover's remarks were in response to some unfair comments made by Dreher
8 in his February 18, 1998 grievance.

9 13. The Union has failed to prove that the wording of Hoover's April 1, 1998
10 memorandum was meant to discourage Union membership, or actually discouraged such
11 membership.

12 14. The Union failed to prove that Hoover's order or memoranda regarding trainees
13 carrying their weapons off-duty constituted a prohibited practice.

14 15. Furthermore, any such prohibited practice claim is most as Chief Hoover voluntarily
15 rescinded his February 9, 1998 order prohibiting trainees from carrying their department weapons
16 off-duty.

17 16. The City reasonably relied upon Kuzernchak's comment that if a position were going
18 to be transferred from the CNU to the Patrol Division, then he would be the officer to leave the
19 CNU.

20 17. Even if the City misinterpreted Kuzemchak's comment or incorrectly believed he was
 21 the most senior CNU detective, the City's actions indicate mere mistake on its part, and not
 22 retalization against Kuzemchak.

18. The Union failed to prove that Kuzemchak's transfer was retaliatory in nature.

24 19. The City did not violate any provision of NRS Chapter 288 when it transferred
25 Kuzemchak from the CNU to the Patrol Division.

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26 20. However, the Union proved by a preponderance of the evidence that the City
27 transferred Dreher to the Patrol Division due to his union activity and/or for personal or political
28 reasons.

457 - 5

121. The City violated NRS 288.270 when it transferred Dreher from the MCU to the2Patrol Division.

3 22. The City's actions in transferring Dreher due to his union activity and/or for personal
4 or political reasons warrants the City's payment of part of the Union's fees and attorney's fees in this
5 matter.

DECISION AND ORDER

IT IS ORDERED, ADJUDGED AND DECREED the City did not commit a prohibited
practice by not allowing Dreher to attend a March 3, 1998 meeting involving Norman; by the
issuance of a order and memoranda from Chief Hoover regarding trainces carrying their weapons
off-duty; or by transferring Kuzemchak from the CNU to the Patrol Division.

IT IS FURTHER ORDERED the City did commit a prohibited practice by unilaterally
changing the hours of work of some employees in the Detective Division, and by transferring
Dreher from the MCU to the Patrol Division. The City shall make Dreher whole as to any back
pay and benefits lost due to the transfer, if it has not already done so.

15 IT IS FURTHER ORDERED that the City shall pay the Union \$5,000 to cover a portion
16 of the Union's costs and attorney's fees. Each party shall bear the remainder of its own costs and
17 attorney's fees.

DATED this 11th of January 2000.

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LOCAL GOVERNMENT EMPLOYEE-RELATIONS BOARD

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