

1 STATE OF NEVADA

2 LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT

3 RELATIONS BOARD

4  
5 RENO POLICE PROTECTIVE ASSOCIATION, )  
Complainant, )

ITEM NO. 460A

6 vs.

CASE NO. A1-045672

7 CITY OF RENO, )  
8 Respondent. )

DECISION

9  
10 For Complainant: Michael E. Langton, Esq.

11 For Respondent: Donald L. Christensen, Esq.  
Reno City Attorney's Office

12  
13 STATEMENT OF THE CASE

14 On December 13, 1999, Complainant RENO POLICE PROTECTIVE ASSOCIATION  
15 (hereafter "Association") filed a complaint alleging Respondent CITY OF RENO (hereafter "City")  
16 has developed an unlawful pattern and practice of bargaining in bad faith.

17 On January 4, 2000, the City filed an answer; and the parties then filed their pre-hearing  
18 statements. On March 29, 2000, a hearing was held before the Local Government Employee-  
19 Management Relations Board (hereafter "Board"), noticed in accordance with Nevada's Open  
20 Meeting Law, at which time the Board heard oral arguments from counsel, received evidence, and  
21 heard testimony from two (2) witnesses, namely, Ron Dreher and Richard Gonzales.

22 Post-hearing briefs were ordered of the parties and were indeed received by the Board. The  
23 Board's findings as to the Association's Complaint are set forth in its Discussion, Findings of Fact  
24 and Conclusions of Law, which follow.

25 DISCUSSION

26 The City and the Association re-opened negotiations on various issues, including but not  
27 limited to, sick leave, special pay, and vacation. Numerous negotiation sessions were held between  
28 the negotiation teams for each party, resulting in "tentative agreements" on the issues. The members

1 of the Association ratified the agreement as then prepared; however, there were delays in presenting  
2 the agreement to the City Council for approval due to financial concerns, and the City requested  
3 additional modifications to the agreement. When the agreement was presented to the City Council  
4 for approval by the City's negotiation teams, an unknown and unverified City employee testified in  
5 opposition of the agreement. The agreement was rejected.

6 Testimony at the hearing established that the sole issue now before the Board concerned the  
7 sick-leave issue, as the other matters had been resolved.

8 Ron Dreher testified concerning the negotiation process, the dates of the meetings, and who  
9 attended. Mr. Dreher also testified that communications were conducted between him and Mr.  
10 Gonzales concerning submission of the tentative agreement to the City Council for approval. Under  
11 cross-examination, Mr. Dreher did admit that it was correct that both the City Council and the  
12 members of the Association had to approve the tentative agreement (Transcript p. 78).

13 On behalf of the City, Richard Gonzales testified concerning negotiations, his concern with  
14 the reluctance of the City Finance Dept. to approve the agreement based on the plan's costs and cost-  
15 savings, and the procedures for presenting matters to the City Council. He further testified that he  
16 had "numerous" conversations with Mr. Dreher between February and May about the sick leave  
17 issue. He further testified that the consensus of the City's negotiation team was that the tentative  
18 agreement was a "good package" and that the "team" presented the agreement to the City Council.

19 **FINDINGS OF FACT**

20 1. The parties began negotiations to re-open and resolve several issues on or about July 15,  
21 1998, one issue was the subject of sick leave; that all issues have been resolved and/or implemented  
22 with the exception of the sick leave matter prior to the commencement of the hearing before this  
23 Board.

24 2. Numerous negotiation sessions occurred between the parties.

25 3. Ron Dreher was part of the negotiation team for the Association; and Richard Gonzales  
26 was the chief negotiator for the City's team.

27 4. The ground rules were established for the negotiations between the Association and the  
28 City.

1           5. The ground rules included the requirement that the Association present the proposed  
2 package to its general membership for purposes of ratification; after that ratification, the City's  
3 negotiating team was to present the package to the City Council for acceptance or rejection. The  
4 tentative agreements should be presented to the principals with the recommendation for approval by  
5 both bargaining teams.

6           6. The tentative agreement was signed on February 2, 1999, with a revised agreement being  
7 signed approximately February 25, 1999.

8           7. Prior to the execution of the tentative agreement, the Association was aware of the City's  
9 Finance Department being concerned with the potential cost of the sick leave proposal.

10           8. Communications, either verbally, written and/or e-mail, commenced approximately March  
11 2, 1999, by the Association concerning when exactly the tentative agreement would be presented for  
12 approval or rejection since it was not placed on the agenda for the City Council in February, 1999,  
13 and such communications continued through May or June, 1999. Limited communications in May  
14 1999 from the City to the Association do refer to the Finance Dept.'s continued concerns with the  
15 sick leave agreement's costs and benefits.

16           9. On July 6, 1999, in a closed-door session, the Reno City Council rejected the tentative  
17 agreement, and notice of that rejection was forwarded to Ron Dreher via correspondence dated July  
18 8, 1999.

19           10. That someone before the City Council had voiced his/her disapproval with the proposed  
20 agreement because of financial concerns; however, insufficient evidence was produced which could  
21 definitely establish that person as being a member of the City's negotiation team.

22           11. In correspondence dated July 11, 1999, the Association notified Mr. Gonzales of its  
23 claim of bad faith.

24           12. No legal process was attempted through the Washoe County Court system to obtain the  
25 minutes or tape recording of the closed labor relations session before the Reno City Council.

26           13. Testimony was offered by witnesses Ron Dreher and Rick Gonzales that a similar sick  
27 leave incentive/agreement had been reached by the city and the Reno Police Supervisory and  
28 Administrative Employees Association.

1 14. No evidence was presented, other than the testimony of Mr. Gonzales, that discussions  
2 were held between the city negotiation team, city officials, and members of the Finance Dept., to  
3 ease any concern that the Finance Dept. may have had concerning the sick leave agreement after the  
4 tentative agreement was signed in February, 1999.

5 **CONCLUSIONS OF LAW**

6 1. The Local Government Employee-Management Relations Board has jurisdiction over the  
7 parties and the subject matters of the complaint on file herein pursuant to the provisions of NRS  
8 Chapter 288.

9 2. The City is a local government employer as defined in NRS 288.060.

10 3. The Association is an employee organization as defined by NRS 288.040.

11 4. The City and the Association are parties to a collective bargaining agreement, which  
12 agreement was reopened for negotiations on several issues, including the issue of sick leave; and a  
13 tentative agreement was reached between the negotiation teams for the City and the Association.

14 5. Pursuant to NRS 288.270 and prior decisions, the entire bargaining process must be  
15 reviewed, including but not limited to the negotiations and through and including mediation and/or  
16 factfinding, to determine if bad faith existed.

17 6. The City's negotiation team did act in bad faith, in violation of NRS 288.270(1)(e), in its  
18 five (5) months' delay in presenting the agreement to the council for its approval, notwithstanding  
19 the negotiator's argument that financial concerns were being addressed during that time frame.

20 7. It was not bad faith by the City to agree to a similar benefit to one union or association  
21 while denying the same to another union or association.

22 8. No bad faith was found in the final presentation of the agreement to the City Council,  
23 since no evidence was presented as to the true and confirmed identity of the individual voicing  
24 disapproval of the tentative agreement; what evidence was presented was unclear, unresponsive,  
25 and/or not credible that the individual was an actual member of the City's negotiation team.

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1 **DECISION AND ORDER**

2 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Association's  
3 prohibited practice complaint does state a proper claim of bad faith bargaining by the City's  
4 negotiation team's failure to timely present the tentative agreement to the City Council for approval;  
5 and

6 a. That the City is hereby ORDERED to immediately cease such prohibited practice  
7 and to begin bargaining in good faith with the Association on the issue of sick leave,


8 b. That reasonable fees and costs should be awarded to the Association and that the  
9 Association is hereby ORDERED to submit its documents and records in support of its request for  
10 fees and costs within ten (10) days from the date of this order.

11 c. That is if FURTHER ORDERED that the City shall have ten (10) days after  
12 service of the documents and records in support of the Association's request for fees and costs within  
13 which to respond to the Association's request.

14 DATED this 30<sup>th</sup> day of June, 2000.

15 LOCAL GOVERNMENT EMPLOYEE-  
16 MANAGEMENT RELATIONS BOARD

17 By   
18 DAVID GOLDWATER, Chairman

19 By   
20 KAREN L. MCKAY, Vice-Chairperson

21 By   
22 JAMES E. WILKERSON, SR., Member