

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

5 LAS VEGAS POLICE PROTECTIVE
6 ASSOCIATION METRO, INC; THE CITY
7 OF LAS VEGAS DEPUTY CITY
8 MARSHALS; and THE CITY OF LAS
9 VEGAS MUNICIPAL COURT MARSHALS,

ITEM NO. 606
CASE NO. A1-045821

Complainants,

vs.

ORDER

10 THE CITY OF LAS VEGAS,

11 Respondent.

12
13 For Complainants: Kathryn A Werner, Esq.
John Dean Harper, Esq.

14 For Respondent: Morgan Davis, Esq.
15 Las Vegas City Attorney's Office

16 On January 10, 2005, Complainants LAS VEGAS POLICE PROTECTIVE
17 ASSOCIATION METRO, INC. ("LVPPA"); THE CITY OF LAS VEGAS DEPUTY CITY
18 MARSHALS and THE CITY OF LAS VEGAS MUNICIPAL COURT MARSHALS
19 (collectively referred to hereafter as "Marshals") filed a Complaint with the LOCAL
20 GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD ("Board") and against
21 Respondent CITY OF LAS VEGAS ("City"). On February 7, 2005, the City filed a Motion to
22 Dismiss the Complaint. Complainants filed an Opposition to the Motion to Dismiss and the City
23 filed its Reply.

24 On April 20, 2005, the Board conducted deliberations on the City's Motion to Dismiss,
25 noticed in accordance with Nevada's Open Meeting Laws. For the reasons discussed below, the
26 Board hereby determines that dismissal of the Complaint is warranted.

27 The undisputed facts show that LVPPA, on behalf of the Marshals, participated in
28 contract negotiations with the City, which resulted in a Collective Bargaining Agreement ("CBA")

1 on or about October 1, 2003. The CBA was ratified by the Marshals, then, on or about
2 November 9, 2003, was approved by the Las Vegas City Council. The newly negotiated topics
3 addressed in the CBA include wages, which are addressed at Article 17(A)-(G) of the CBA, and
4 sick leave benefits, which are addressed at Article 10(A)-(J) of the CBA. Article 27 of the CBA
5 addresses the duration of the contract, and states in part, "This Agreement shall become effective
6 as of June 23, 2002 at 0001 hours and shall remain in full force and effect until June 30th, 2006
7 at 2400 hours."

8 According to the Complaint on file herein, the City has refused to pay, retroactive to June
9 23, 2002, the incentives and benefits provided at Article 10(J) (providing for bonus vacation time
10 for unused sick leave), at Article 17(F) (providing for compensation for K-9 handlers), and at
11 Article 17(G) (providing for POST certification incentive pay). Complainants argue that the City
12 has engaged in prohibited labor practices when it "arbitrarily selected November 9, 2003" as the
13 start date for the newly-negotiated benefits. The Complaint further indicates that Complainants
14 were aware of the City's position or should have been aware of it as of December 2003 or
15 January 2004.

16 The parties also agree that, in addition to the instant Complaint, Complainants filed on
17 January 16, 2004, a Complaint in EMRB Case No. A1-045785, alleging that the City had
18 engaged in prohibited labor practices related to its failure to pay retroactive wages and incentives
19 in accordance with Articles 17 and 27 of the same newly-negotiated CBA. Attached to the
20 Complaint was a copy of the provisions of Article 17(A)-(G), including the provisions relating to
21 compensation for K-9 Officers and POST certification incentive pay.

22 The City's Motion to Dismiss relies in part on NRS 288.110(4), setting forth a six-month
23 statute of limitations within which to bring claims before this Board.¹ See NRS 288.110(4)
24 ("The Board may not consider any complaint or appeal filed more than 6 months after the
25 occurrence which is the subject of the complaint or appeal.")e Complainants argue, *inter alia*,
26 that even if this Complaint is subject to dismissal, they will proceed with their instant claims in

27
28 ¹Because we dismiss the Complaint pursuant to NRS 288.110(4), we decline to address the City's
additional argument that this matter must be dismissed or deferred due to Complainants' failure
to exhaust administrative remedies.

