

STATE OF NEVADA
LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

JUSTIN SIMO,) CASE NO. A1-046111
)
Complainant,) **ORDER**
)
vs.) ITEM NO. 801
)
CITY OF HENDERSON and HENDERSON)
POLICE OFFICERS ASSOCIATION,)
)
Respondent.)

On the 12th day of March, 2015, this matter came on before the State of Nevada, Local Government Employee-Management Relations Board ("Board") for consideration and decision pursuant to the provisions of the Local Government Employee-Management Relations Act ("the Act") NRS Chapter 288 and was properly noticed pursuant to Nevada's Administrative Procedures Act. The Board held an administrative hearing on this matter on March 10 and 11, 2015, in Las Vegas, Nevada.

Complainant Justin Simo alleges that the Respondent Henderson Police Officers Association ("Association") breached the duty of fair representation owed to him as a member of the bargaining unit represented by the Association. As set forth below, we do not find that the Association breached the duty of fair representation for the Association's decision not to grieve that aspect of Simo's discharge concerning the charge of willful destruction of police department property. We do agree with Simo that the Association did breach the duty of fair representation when it refused to grieve the aspect of his termination that involved a charge that Simo had made false statements in connection with the City's investigation.

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I. FACTS

The evidence and exhibits introduced at the hearing established the following facts:

Justin Simo was employed as a police officer with the City of Henderson. The Association is the recognized bargaining agent for the unit of police officers employed by the City of Henderson. Simo was a dues-paying member of the Association.

In connection with his position as a police officer on the City's S.W.A.T. team, the City had issued Simo a custom S.W.A.T. vehicle. On February 27, 2013, Simo was driving this vehicle to his home in Las Vegas from a training event with his fellow S.W.A.T. officers. At approximately 11:00 in the evening Officer Simo was traveling southbound on Interstate 15 when the vehicle swerved from the left lane on southbound Interstate 15 and collided with the jersey wall that divides the southbound lanes from the northbound travel lanes. Traffic was light at the time of the collision, and no other vehicles were involved in this collision.

After colliding with the wall, Simo was able to regain control of the vehicle and he guided the vehicle towards the right shoulder of the interstate and out of the travel lanes. Officer Simo then called the officer on duty, Sgt. Melchert, to notify him what had happened. Simo reported that he felt the vehicle was still drivable, and Simo did not stop the vehicle to examine the damage that had been done. Simo proceeded towards the next exit from Interstate 15, which happened to be the St. Rose Parkway exit. At the hearing Simo testified that he felt he had control of the vehicle and felt that it was safer not to stop on the interstate at night. After exiting the interstate, Simo continued to drive the vehicle. Although he was off the freeway at this point, he did not stop at this time to examine the extent of damage done to his vehicle.

Simo eventually arrived at the gates of his community, which evidence suggested was approximately seven miles from the point of the initial collision on the interstate. As Simo arrived at the gates, the vehicle caught fire. Simo initially tried to extinguish the fire with water bottles and then a fire extinguisher, but those attempts proved unsuccessful. Simo contacted 911 and the Clark County Fire Department responded and extinguished the fire. By that point the vehicle had burned quite extensively, and numerous photographs depicting the damage were admitted into evidence at the hearing. Simo was able to remove some, but not all, of the

1 specialized SWAT gear and equipment that he had in the vehicle. Officers from the City of
2 Henderson, including Sgt. Melcher and a Lt. Hampton arrived at the scene as well. After the
3 vehicle fire had been extinguished, Simo was taken to the Henderson Police Department and
4 issued a replacement vehicle that same night. Simo did not report any injuries in the collision and
5 went to work the next day. Simo provided a statement regarding the incident on February 28,
6 2013, but otherwise resumed his normal duties. At the hearing the parties referred to this
7 incident as "the 2013 incident."

8 Five days after this incident, on March 4, 2013, the Las Vegas Review-Journal published
9 an article about the collision and vehicle fire. According to the testimony of Simo and Henderson
10 Police Chief Patrick Moers there was also additional reporting of the incident on the local
11 television news. On March 5, 2013, the day after the Review-Journal article appeared, Simo was
12 released from duty pending an internal affairs investigation into this incident by the City. During
13 the investigation, Officer Simo was represented by the Association by Richard McCann and
14 then-President of the Association Norman Halliday.

15 The bargained-for disciplinary process in the collective bargaining agreement between
16 the Association and the City recognizes the City's right to discharge an employee based upon the
17 police department's administrative policies. The police department's Code of Conduct was
18 entered into evidence before the Board. Under this Code of Conduct, the department has
19 established a matrix for disciplinary matters that designates offenses by the level of severity and
20 assigns a class number of 1-5 to the offenses. Under this matrix a class 1 offense is the least
21 serious offense and the corresponding discipline is a written reprimand. A class 5 offense is the
22 most serious type of offense and the corresponding discipline is termination. The department's
23 Code of Conduct further states that the police department will normally follow a policy of
24 progressive discipline. The internal affairs investigation for the 2013 incident charged Simo with
25 two class 5 offenses: Willfully damaging department property, and knowingly making a false
26 statement concerning the incident.

27 At the same time that the City opened the investigation into the 2013 incident, the City
28 simultaneously opened an investigation into a separate incident that had occurred in April of

1 2012 ("the 2012 incident"). That incident concerned a scratch-and-dent that had been discovered
2 on Simo's vehicle in April of 2012. Although this incident had occurred 10 months prior, the
3 City had taken no action to open an investigation into the matter at that time and did not do so
4 until after the 2013 incident. By the time the City opened this investigation into the 2012 incident
5 the scratch-and-dent had long-since been repaired. Ultimately the City charged Simo with two
6 class 5 offenses in connection with the 2012 incident: False reports and untruthfulness.

7 Officer Simo had a pre-termination hearing with Chief Patrick Moers, the Chief of Police
8 for the City of Henderson, on April 29, 2013. The pre-termination hearing included both the
9 2012 and 2013 incidents. That same day Chief Moers issued a written determination for both
10 incidents. Chief Moers' determination sustained all the charges stemming from the 2013 incident
11 against Simo, including the charge of making false statements concerning the incident ("false
12 statements charge"). The written determination for the 2012 incident also sustained all charges
13 against Simo. Each determination specified that the discipline to be imposed was termination.

14 Simo turned to the Association for further help. The operative collective bargaining
15 agreement allows for grievances to be filed over disciplinary matters, but also specifies that
16 requested grievances are submitted to the Association's grievance committee, who will
17 determine whether a grievance exists. Pursuant to the collective bargaining agreement, if the
18 grievance committee determines that no grievance exists, then the matter is deemed settled. If the
19 grievance committee determines that there is a valid basis for a grievance the City is obligated to
20 participate in the grievance resolution process. See NRS 288.270(1)(e); NRS 288.033(3). As to
21 the discharge of an employee, the collective bargaining agreement provides that no regular
22 employee may be discharged except for just cause. Simo submitted a request to the Association
23 asking it to pursue a grievance on his behalf to challenge his termination. Simo's request
24 encompassed both the 2012 and 2013 incidents.

25 The grievance committee met on May 17, 2013, to consider Simo's request for a
26 grievance. During that meeting, the committee contacted Richard McCann, the Executive
27 Director of the Nevada Association of Public Safety Officers, to ask whether it could accept
28 Simo's request for a grievance in part, by separating a possible grievance over the 2012 incident

1 from a possible grievance over the 2013 incident. Ultimately the grievance committee did
2 separate Officer Simo's request and did pursue a grievance over the 2012 incident. At the time of
3 the hearing, the 2012 grievance remains pending.

4 The grievance committee declined to pursue a grievance for the 2013 incident. According
5 to the testimony of Richard McCann and Norman Halliday, the rationale behind that decision
6 was that the grievance committee determined there to be no merit to a grievance over the charge
7 of willful destruction of department property, based largely upon Officer Simo's forthright
8 statement that he did in fact continue to drive the vehicle from the point of the collision to the
9 gates of his community where it caught fire.

10 II. ANALYSIS

11 As the recognized bargaining agent, the Association owes a duty of fair representation to
12 the employees in the bargaining unit it represents, including Justin Simo. Rosequist v. Int'l Ass'n
13 of Firefighters Local 1908, 118 Nev. 444, 449, 49 P.3d 651, 654 (2002). This duty is a necessary
14 corollary to the Association's rights and status as the employees' exclusive representative. The
15 duty of fair representation requires that a bargaining agent not conduct itself in a manner that is
16 arbitrary, discriminatory or in bad faith. Weiner v. Beatty, 121 Nev. 243, 247, 116 P.3d 829, 831
17 (2005). It is a violation of the Act for a bargaining agent to breach this duty. Rosequist at 451,
18 49 P.3d at 655.

19 The duty of fair representation applies in the context of handling an employee's requested
20 grievance. Nevada Serv. Employees Union/SEIU Local 1107 v. Orr, 121 Nev. 675, 119 P.3d
21 1259 (2005). When considering a requested grievance, a bargaining agent is generally afforded a
22 broad amount of discretion to make a judgment call concerning the merits of a grievance,
23 although the duty of fair representation does require that some minimal investigation be done as
24 a predicate to evaluating the merits of a grievance. Vos v. City of Las Vegas, Item No. 749,
25 EMRB Case No. A1-046000 (March 24, 2014) (citing Tenorio v. NLRB, 680 F.2d 598, 601 (9th
26 Cir. 1982). Where a bargaining agent exercises judgment and makes a determination between
27 possible courses of action, the bargaining agent's conduct is generally within the realm of
28 discretion and does not violate the duty of fair representation. On the other hand the failure to

1 perform a ministerial action tends to indicate a breach of the duty of fair representation. See Orr
2 at 680, 119 P.3d at 1262, n. 10. As the Association did pursue a grievance over the 2012
3 incident, our consideration in this case is limited to the requested grievance stemming out of the
4 2013 incident.

5 The Association's Refusal to Grieve the Willful Destruction Charge

6 The grievance committee declined to pursue Simo's requested grievance against the
7 City's determination that Simo had willfully destroyed department property because the
8 committee determined that a grievance on these grounds lacked merit. Simo contends that this
9 action was arbitrary because the committee did not base its analysis of the requested grievance
10 on an adequate investigation of the incident.

11 The duty of fair representation does require that a bargaining agent must base its
12 assessment of a grievance upon at least some sort of investigation into the matter, lest it act
13 arbitrarily when deciding whether to pursue the grievance. Tenorio at 601-602. Further, "[t]he
14 thoroughness with which unions must investigate grievances in order to satisfy their duty varies
15 with the circumstances of each case." Tenorio at 601.

16 We conclude that the evidence shows that under the circumstances of this case the
17 Association did base its decision not to pursue a grievance on the willful destruction charge on
18 an adequate investigation. As such, the evidence does not show a breach of the duty of fair
19 representation on this aspect of Simo's requested grievance.

20 The evidence at the hearing established that the grievance committee was presented with
21 the entire Internal Affairs file in order to evaluate the merits of Simo's grievance. The grievance
22 committee was also provided with a detailed statement from Officer Simo regarding his
23 requested grievance and the circumstances of the 2013 incident. (Exhibit J). That same Internal
24 Affairs file was introduced into evidence before the Board and contained a thorough explanation
25 of the City's basis for its finding and the circumstances of the incident, including detailed
26 accident reconstruction reports and Simo's statements made to the Internal Affairs investigators.
27 This file, and Simo's confirmation of the events of February 27, 2013, was sufficient in our view
28 to give the committee an adequate understanding of the events involved in the 2013 incident and

1 the ability to evaluate the merits of Simo's requested grievance.

2 At the hearing, Simo contended that there were deficiencies with the accident
3 reconstruction and disputed the City's finding any damage to Department property was
4 "willful."¹ This, however, is not enough to show that the grievance committee was arbitrary
5 when it looked to this file to evaluate the merits of Simo's grievance. Further, Richard McCann
6 and Norm Halliday each confirmed that the primary basis for the committee's decision not to
7 pursue the grievance was not based upon the accident reconstruction reports but on Officer
8 Simo's admission that he had continued to drive the vehicle approximately seven miles after
9 striking the jersey wall, and in not stopping to evaluate the damage to the vehicle. It was
10 primarily upon Simo's own account of the incident that the committee determined there was a
11 basis for the City's willful destruction charge, and thus the committee concluded a grievance on
12 that issue would lack merit. While Simo may disagree with the committee's conclusion on the
13 merits of this aspect of the grievance, that alone does not show that the committee's actions were
14 arbitrary. See Peterson v. Kennedy, 771 F.2d 1244, 1254 (9th Cir. 1985) (stating "...unions are
15 not liable for good faith, non-discriminatory errors of judgment made in the processing of
16 grievances."). Absent a showing of discrimination or bad faith, the broad discretion that is
17 afforded to the Association to evaluate the merits of a grievance applies to preclude a finding of
18 arbitrariness on the part of the Association. Simo did not make a showing of discrimination or
19 bad faith in this matter.

20 Thus, we cannot say that the grievance committee's evaluation of this aspect of the
21 grievance was based upon an inadequate investigation or that the Association breached the duty
22 of fair representation as to this aspect of the grievance.

23 The Association's Refusal to Grieve the False Statements Charge

24 The false statements charge is, however, another matter. Unlike the willful destruction
25 aspect of Simo's requested grievance, the evidence showed that the grievance committee
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27 ¹ The "willful" component is vital to the City's ability to charge Simo with a class 5 offense.
28 Under the City's Code of Conduct, if Simo was not "willful" then the corresponding discipline
for damaging department property due to neglect or carelessness is only for a non-terminable
class 2 offense.

1 concluded that there was in fact no basis to support the City's claim that Simo made any false
2 statements regarding this incident. Both Richard McCann and Norman Halliday testified as to the
3 rationale of the grievance committee, and both witnesses credibly testified that the grievance
4 committee only denied Simo's requested grievance for the 2013 incident based upon the willful
5 destruction charge. Both witnesses credibly testified that the grievance committee members did
6 not think that Officer Simo had been untruthful or that he had made any false statements. Thus,
7 this aspect of Simo's grievance does not present a circumstance where the committee evaluated
8 the merits of a grievance and then exercised its judgment to conclude that the grievance over this
9 issue lacked merit. Instead, the testimony showed that the grievance committee did believe the
10 false statements charge to be baseless; thus a grievance challenging this charge would
11 necessarily be meritorious. But the grievance committee refused to process Simo's requested
12 grievance on these grounds.

13 A union breaches its duty of fair representation if it ignores a meritorious grievance or
14 processes it in a perfunctory manner. Vaca v. Sipes, 386 U.S. 171, 191, (1967). This Board has
15 previously recognized that the duty of fair representation may require a bargaining agent to
16 pursue valid grievances, absent a rational justification to decline the grievance. In our decision
17 in the case of Spannbauer v. City of North Las Vegas, Item No. 636C, EMRB Case No. A1-
18 045885 (June 25, 2008), affirmed at City of North Las Vegas v. State, Employee-Management
19 Relations Board, 127 Nev. Adv. Op. 57. 261 P.3d 1071 (2011), we found a breach of the duty of
20 fair representation when a bargaining agent had refused to pursue grievances that it had
21 determined were in fact valid grievances. See Spannbauer, Item No. 636F.

22 Absent a compelling reason to the contrary, the refusal to process a meritorious grievance
23 is regarded as a ministerial act. See Wellman v. Writers Guild of Am., W., Inc., 146 F.3d 666,
24 671 (9th Cir. 1998) (citing Peters v. Burlington N. R.R. Co., 931 F.2d 534, 539-540 (9th
25 Cir.1990)). Pursuant to Orr, a bargaining agent's failure to perform a ministerial act can give
26 rise to a breach of the duty of fair representation. When the grievance committee determined that
27 there was no basis to support the City's false statements charge, it then became a ministerial act
28 required by the collective bargaining agreement's grievance process for the Association to

1 present the grievance on this issue to Chief Moers. The Association did not do so. Nor did the
2 Association provide any rational explanation for its actions at the hearing. Accordingly, we
3 conclude that it was arbitrary for the Association to decline Simo's requested grievance to
4 contest the false statements charge.

5 The circumstances of this case further highlight the arbitrariness of the Association's
6 refusal to process a grievance on the false statements charge.

7 The grievance committee had already parsed through Simo's requested grievance and
8 separated out what it thought to be a meritorious portion of the requested grievance from that
9 which it determined to be a meritless portion. Simo submitted a single requested grievance
10 concerning his termination, which was in turn based upon Chief Moers simultaneously deciding
11 both the 2012 and 2013 incidents. Despite a single grievance being filed, the grievance
12 committee sought to separate what it believed was a valid grievance over the 2012 incident from
13 a possible grievance over the 2013 incident. But the committee, without apparent explanation,
14 did not apply this same method to separate the valid aspects of a grievance concerning the 2013
15 incident. This was so even though Chief Moers imposed termination for the 2012 incident as
16 well as the 2013 incident. Thus, the fact that there may be other grounds to support termination
17 does not appear to have been relevant to the grievance committee's evaluation.

18 Additionally, and even more significant, is the strong individual interest that a police
19 officer has in pursuing a grievance over a charge of false statements or dishonesty, and Simo's
20 complete reliance upon the Association to bring a challenge to the false statements finding. See
21 Dutrisac v. Caterpillar Tractor Co., 749 F.2d 1270, 1274 (9th Cir. 1983).

22 The Board heard evidence in this case that labeling a police officer as dishonest, or in
23 other words as a "Brady cop"² has effects that reach beyond the employment relationship with
24 the officer's current employer. The significance of a Brady designation essentially eliminates law
25 enforcement as a career option for an officer that has been labeled as untruthful, and according to
26 testimony before the Board, is a "career killer." As a dues-paying member of the Association,
27 Officer Simo's only recourse to challenge the false statements finding was to rely entirely upon
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² Referring to Brady v. Maryland, 373 U.S. 83 (1963).

1 the Association to challenge the false statements charge through the established grievance
2 procedure. As the acting gate-keeper for an employee's requested grievances, only the
3 Association was in a position to contest what Simo contended were baseless false statements
4 charges against him. The grievance committee agreed that the false statements charge was
5 baseless, but by refusing to pursue the requested grievance on these grounds, effectively agreed
6 to leave in place a baseless finding of false statements against Simo.

7 For these reasons we conclude that the Association did act so far outside the wide range
8 of reasonableness as to be irrational when it refused to pursue the requested grievance on what it
9 had concluded was a baseless false statements charge against Simo.

10 III. REMEDY

11 As we have concluded that the Association did breach its duty of fair representation to
12 Simo for failing to pursue a grievance for the false statements issue, we turn next to the remedy
13 for that breach. NRS 288.110(2) states that this Board may restore to the victim of a prohibited
14 labor practice any benefit of which he has been deprived. In this case, we find that Simo has been
15 deprived of the benefit of grieving the false statements aspect of his termination arising out of the
16 2013 incident. Therefore we order the Association to redress this violation by filing and
17 diligently pursuing a grievance with the City on behalf of Simo to contest the false statements
18 issue.

19 The Board is also authorized to "...order any person to refrain from the action
20 complained of..." NRS 288.110(2). The Board further orders that the Association refrain from
21 arbitrarily refusing to process meritorious grievance and shall post the attached notice in a
22 conspicuous place where notices to employees and members are customarily posted. The
23 Association shall take reasonable steps to ensure that the notice is not altered defaced or covered
24 by other material.

25 Based upon the foregoing the Board makes the following findings of fact and conclusions
26 of law:

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FINDINGS OF FACT

1. Justin Simo was a local government employee and was employed as a police officer with the City of Henderson.

2. Respondent Henderson Police Officers Association is the recognized bargaining agent for the unit of police officers employed by the City of Henderson.

3. The Association is a party to a collective bargaining agreement with the City that establishes the City's authority to discipline employees and establishes a grievance process for challenging the City's disciplinary actions.

4. On February 27, 2013, Simo was driving his City-issued vehicle on Interstate 15 when it struck the center jersey wall.

5. Simo did not stop the vehicle to evaluate the damage from the collision, but continued to drive to the gates of his community where the vehicle caught fire.

6. Simo was immediately issued a replacement vehicle and returned to work the day after the collision.

7. The Las Vegas Review-Journal published an article detailing the incident and vehicle fire on March 4, 2013.

8. Simo was relieved of duty on March 5, 2013.

9. The City opened an Internal Affairs investigation against Simo based upon the February 27, 2013, collision.

10. The City's investigation included a charge that Simo had made false statements in connection with the 2013 incident.

11. The City also opened an investigation into a scratch-and-dent on Simo's vehicle that had occurred in April 2012.

12. Following the investigation the City, sustained all charges against Simo for both the 2012 and 2013 incidents and terminated his employment on April 29, 2013.

13. Simo requested the Association to pursue a grievance on his behalf over his termination.

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1 14. The collective bargaining agreement provides that requested grievances are
2 evaluated by the Association's grievance review committee.

3 15. The grievance review committee met on May 17, 2013, to review Simo's
4 requested grievance.

5 16. During the grievance review committee's meeting, it contacted Richard McCann
6 to inquire about separating Simo's requested grievance and pursuing a grievance over the 2012
7 incident only.

8 17. The grievance review committee determined that a grievance over the 2012
9 incident was meritorious and presented the grievance to the Chief Moers as required by the
10 collective bargaining agreement.

11 18. The grievance review committee elected not to pursue a grievance over the 2013
12 incident.

13 19. The rationale behind the grievance review committee's decision not to pursue the
14 2013 incident was based upon a review of the Internal Affairs file and Simo's recount of the
15 incident which admitted he continued to drive the vehicle rather than stop to evaluate the damage
16 that had occurred.

17 20. The grievance review committee did not believe that Simo had been dishonest or
18 made any false statements in connection with the 2013 incident.

19 21. The grievance review committee did not elect to pursue a grievance over the false
20 statements charge in connection with the 2013 incident.

21 22. The Association did not provide any rationale for its failure to pursue a grievance
22 against the false statements charge.

23 23. Justin Simo was deprived of the benefit of being able to pursue a meritorious
24 grievance against the City on the false statements charge in connection with the 2013 incident.

25 24. If any of the foregoing findings is more appropriately construed a conclusion of
26 law, it may be so construed.

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CONCLUSIONS OF LAW

1. Pursuant to NRS 288.110(2) the Board has exclusive jurisdiction to hear and determine disputes arising out of the interpretation of or performance under the provisions of the Local Government Employee-Management Relations Act.

2. A breach of the duty of fair representation concerns a breach of performance under the Act as recognized in Rosequist v. Int'l Ass'n of Firefighters Local 1908, 118 Nev. 444, 49 P.3d 651 (2002).

3. As the recognized bargaining agent, the Association owed a duty of fair representation to Justin Simo.

4. The duty of fair representation requires that a bargaining agent base its evaluation of the merits of a proposed grievance on an adequate investigation.

5. The grievance review committee's review of the internal affairs file and Simo's statement requesting the grievance constitutes an adequate investigation in the circumstances of this case.

6. The Association did not breach the duty of fair representation by failing to adequately investigate the circumstances of the 2013 incident.

7. The duty of fair representation requires that a bargaining agent may not arbitrarily ignore a meritorious grievance.

8. The aspect of Simo's requested grievance that sought to challenge the Department's false statements charge was a meritorious grievance as the grievance review committee determined Simo had not been dishonest or made false statements.

9. Simo's individual interests were heightened because the discipline imposed by the City was termination, and the nature of the false statements charge against Simo has long-term effects on a law enforcement career that extend beyond Simo's direct employment relationship with the City of Henderson.

10. As a dues paying member of the Association Simo was reliant upon the Association to challenge the findings and discipline imposed by the City.

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1 11. Once the grievance committee concluded that Simo had not been untruthful, it
2 became a ministerial act to present Simo's grievance over the false statements charge to Chief
3 Moers.

4 12. The Association's refusal to pursue what it believed was a meritorious grievance
5 over the false statements charge in connections with the 2013 incident was so far outside a wide
6 range of reasonableness as to be irrational.

7 13. The Association breached the duty of fair representation owed to Justin Simo.

8 14. The remedies identified in this decision and order are intended to effectuate the
9 policies and purposes of the Act.

10 15. If any of the foregoing conclusions is more appropriately construed a finding of
11 fact, it may be so construed.

12 **ORDER**

13 Based upon the foregoing, and as stated above, it is hereby ordered that the Henderson
14 Police Officers Association shall:

15 1. Cease and desist from arbitrarily refusing to pursue requested grievances that the
16 grievance review committee believes are meritorious;

17 2. Consider any long term effects of a charge related to dishonesty or false
18 statements against a police officer when evaluating whether to pursue a requested grievance;

19 3. Take the following affirmative action necessary to effectuate the policies and
20 purposes of the Act:

21 a. Post at its union office, after being signed by an appropriate representative of the
22 Association, a copy of the attached notice. The notice shall be posted in a
23 conspicuous place where notices to employees or members are customarily
24 posted. Reasonable steps shall be taken by the Association to ensure that the
25 notices are not altered, defaced, or covered by any other material; and

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- b. Present to the City of Henderson a grievance on behalf of Justin Simo in connection with the false statements charge for the 2013 incident. The Association shall thereafter take reasonable steps to pursue this grievance.

DATED the 23rd day of March, 2015.

**LOCAL GOVERNMENT EMPLOYEE-
MANAGEMENT RELATIONS BOARD**

BY: Galio E. Danner

PHILIP E. LARSON., Chairman

BY:

BRENT C. ECKERSLEY, Vice-Chairman

BY:

SANDRA MASTERS, Board Member

STATE OF NEVADA
LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

JUSTIN SIMO,

Complainant,

vs.

CITY OF HENDERSON and HENDERSON
POLICE OFFICERS ASSOCIATION,

Respondent.

) CASE NO. A1-046111

) **NOTICE OF ENTRY OF ORDER**

) ITEM NO. 801

To: Justin Simo, through his attorneys Melinda Weaver, Esq. and Patti, Sgro, Lewis & Roger;

To: Henderson Police Officers Association, through their attorneys Robert Domico, Esq. and Morris Polich & Purdy LLP.

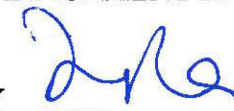
PLEASE TAKE NOTICE that the ORDER was entered in the above-entitled matter on
March 23, 2015.

A copy of said order is attached hereto.

DATED this 23rd day of March 2015.

LOCAL GOVERNMENT EMPLOYEE-
MANAGEMENT RELATIONS BOARD

BY



MARISU ROMUALDEZ ABELLAR
Executive Assistant

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 23rd day of March, 2015, I served a copy of the foregoing
4 ORDER by mailing a copy thereof, postage prepaid to:

5
6 Melinda Weaver, Esq.
7 PATTI, SGRO, LEWIS & ROGER
8 720 S. Seventh Street, Third Floor
9 Las Vegas, NV 89101

10 Robert H. Domico, Esq.
11 MORRIS POLICH & PURDY LLP
12 500 South Rancho Drive, Suite 17
13 Las Vegas, NV 89106

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MARISU ROMUALDEZ ABELLAR
Executive Assistant

STATE OF NEVADA

BRIAN SANDOVAL
Governor

Philip E. Larson
Chairman

Brent C. Eckersley, Esq.
Vice-Chairman

Sandra Masters
Board Member



BRUCE BRESLOW
Director

Bruce K. Snyder
Commissioner

Marisu Romualdez Abellar
Executive Assistant

DEPARTMENT OF BUSINESS AND INDUSTRY
EMPLOYEE-MANAGEMENT RELATIONS BOARD
2501 E. Sahara Avenue, Suite 203
Las Vegas, NV 89104
(702) 486-4504 Fax (702) 486-4355
emrb.nv.gov

**Notice to Members and Employees Represented by the Henderson Police
Officers Association**

**Posted By Order of the Local Government Employee-Management
Relations Board**
an agency of the State of Nevada

The Local Government Employee-Management Relations Board has found that we violated State labor law and has ordered us to post and obey this notice.

NEVADA LAW GIVES YOU THE RIGHT TO:

Form, join, or assist an employee organization;
Choose an employee organization to act as your exclusive representative with your employer;
Choose not to engage in any of these protected activities.

WE WILL NOT refuse to process meritorious grievances on behalf of members of the bargaining unit in a manner that is arbitrary.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by the Local Government Employee-Management Relations Act.

HENDERSON POLICE OFFICERS ASSOCIATION

Dated _____

By _____
(Representative)

(Title) _____

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE
THIS NOTICE MUST REMAIN POSTED FOR 30 CONSECUTIVE DAYS FROM
THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR
COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS
NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE
COMMISSIONER OF THE EMRB: (702) 486-4504.

The Local Government Employee-Management Relations Board is a state agency created to administer the Local Government Employee-Management Relations Act. It conducts elections to determine union representation and it conducts hearings on prohibited labor practices by employers and unions. You may obtain information from the Board's website: <http://emrb.nv.gov>.